



# CITY OF LEMON GROVE

## CITY COUNCIL STAFF REPORT

**Item No.** 1.A  
**Meeting Date:** February 7, 2023  
**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**

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

### Environmental Review:

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

**Fiscal Impact:** None.

**Public Notification:** None.



# CITY OF LEMON GROVE

## CITY COUNCIL STAFF REPORT

**Item No.** 1.B  
**Meeting Date:** February 7, 2023  
**Submitted to:** Honorable Mayor and Members of the City Council  
**Department:** City Manager's Office  
**Staff Contact:** Joseph Ware, Finance Director  
[jware@lemongrove.ca.gov](mailto:jware@lemongrove.ca.gov)  
**Item Title:** **City of Lemon Grove Payment Demands**

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**Recommended Action:** Ratify Demands.

**Environmental Review:**

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

**Fiscal Impact:** None.

**Public Notification:** None.

**City of Lemon Grove Demands Summary**

Approved as Submitted:

Joseph Ware, Finance Director

For Council Meeting: 02/07/23

ACH/AP Checks 01/05/23-01/27/23	1,570,873.22
Payroll - 01/10/23	154,039.40
Payroll - 01/24/23	129,931.04
<b>Total Demands</b>	<b>1,854,843.66</b>

CHECK NO	INVOICE NO	VENDOR NAME	CHECK DATE	Description	INVOICE AMOUNT	CHECK AMOUNT
ACH	11/23/2022 11/11/2022 11/1/2022 11/9/2022 11/19/2022 11/1/2022 10/30/2022 11/18/2022 11/1/2022 10/27/2022 11/7/2022 11/4/2022 8002659906 8002856984 9919678923 9920443638 9920443639 Fire-9918634224 CB 121322	Wells Fargo	01/05/2023	AT&T - Backup City Hall Internet- 11/23/22-12/22/22 Cox - Calsense Modem Line: 2259 Washington 11/11/22-12/10/22 Cox - Calsense Modem Line: 7071 Mt Vernon/Berry St Pk 11/1/22-11 Cox - Calsense Modem Line: 8235 Mt Vernon/Berry St Pk 11/9/22-12 Cox - Phone/PW Yard/2873 Skyline- 11/19/22-12/18/22 Cox - Phone/City Hall 11/1/22-11/30/22 Cox - Internet/Comm Ctr- 10/30/22-11/29/22 Cox - City Manager Fax Line- 11/18/22-12/17/22 Cox - MainPhone/Fire 11/1/22-11/30/22 Cox - City Hall Fire Alarm 10/27/22-11/26/22 Cox - PEG Circuit Svc- 11/7/22-12/6/22 Cox - Phone/Internet/Rec Ctr/3131 School Ln- 11/4/22-12/3/22 Shredit - Shredding Service 10/27/22 Shredit - Shredding Service 11/17/22 Verizon - Modems - Cardiac Monitors - 10/4/22-11/3/22 Verizon - City Phone Charges- 10/13/22-11/12/22 Verizon - PW Tablets- 10/13/22-11/12/22 Verizon - MDC Engine Tablets- 9/21/22-10/20/22 Wells Fargo - Cash Back Award Stmt 12/13/22	85.60 27.19 27.19 80.39 213.78 806.32 110.39 4.16 483.63 92.93 160.70 343.33 106.20 446.19 42.12 478.68 181.36 396.86 -69.70	4,017.32
ACH	Dec22	Sedgwick Claims Management Services, Inc.	01/05/2023	CLG Workers Comp Claims - Dec'22	1,626.49	1,626.49
ACH	Jan 2023	Pers Health	01/05/2023	Pers Health Insurance - Jan23	58,083.69	58,083.69
ACH	Refill 1/5/23	Pitney Bowes Global Financial Services LLC	01/06/2023	Postage Usage 1/5/23	250.00	250.00
ACH	14130035	LEAF	01/10/2023	Ricoh C3502 Copier System-PW Yard - Dec'22	138.27	138.27
ACH	Nov30-Dec27 22	California Public Empl Retirement System	01/11/2023	Pers Retirement 11/30/22-12/27/22	65,771.60	65,771.60
ACH	Dec22-CC Dec22-CC	Wells Fargo	01/12/2023	Credit Card Processing-Mo.Svc - Dec'22 Credit Card Transaction Fees- Dec'22	9.95 855.53	865.48
ACH	262581	Aflac	01/12/2023	AFLAC Insurance 1/12/23	1,561.06	1,561.06
ACH	Dec22	Home Depot Credit Services	01/12/2023	Home Depot Charges - Dec'22	1,948.49	1,948.49
ACH	Jan10 23	Employment Development Department	01/12/2023	State Taxes 1/10/23	11,129.45	11,129.45
ACH	Dec28-Jan10 23	Calpers Supplemental Income 457 Plan	01/17/2023	457 Plan 12/28/22-01/10/23	5,620.71	5,620.71
ACH	Nov22	San Diego County Sheriff's Department	01/17/2023	Law Enforcement Services - Nov'22	569,711.01	569,711.01
ACH	86329563	WEX Bank	01/17/2023	Fuel - Fire Dept - Dec'22	2,789.94	2,789.94
ACH	Jan10 23	US Treasury	01/17/2023	Federal Taxes 1/10/23	36,094.13	36,094.13
ACH	2186905 2186906 2186902	US Bank-Corporate Trust Services	01/19/2023	2019A Tax Allocation Refunding Bond 2019B Tax Allocation Refunding Bond 2014 Tax Allocation Bond	52,800.00 191,996.72 95,205.63	340,002.35
ACH	4801	Yiftee, Inc	01/24/2023	Buy One Get One Gift Cards - Phase 2	25,000.00	25,000.00
ACH	Refill 1/23/23	Pitney Bowes Global Financial Services LLC	01/24/2023	Postage Usage 1/23/23	250.00	250.00
ACH	Jan24 23	Employment Development Department	01/26/2023	State Taxes 1/24/23	7,345.46	7,345.46
ACH	Jan11-Jan24 23	Calpers Supplemental Income 457 Plan	01/27/2023	457 Plan 01/11/23-01/24/23	5,620.71	5,620.71
16688	40116	A Aaron Lock & Key	01/11/2023	Lock Repair - Sheriff Stn	163.92	163.92
16689	7811 7812	Aguirre & Associates	01/11/2023	San Miguel Map Check - Nov'22 Bonita Map Check - Nov'22	637.50 1,012.50	1,650.00
16690	1PMJ-V11G-1CTQ 1V3N-L3YD-QV6K 1WLK-K4W7-JNDD	Amazon Capital Services, Inc.	01/11/2023	Electric Bug Zappers Batteries 32GB Extreme Compact Flash Memory Cards	79.72 29.07 257.47	366.26
16691	46220	Anita Fire Hose Company Etc	01/11/2023	6 Year Fire Extinguisher Maintenance - Fire Stn	51.64	51.64

CHECK NO	INVOICE NO	VENDOR NAME	CHECK DATE	Description	INVOICE AMOUNT	CHECK AMOUNT
16692	L2318	Aztec Landscaping Inc	01/11/2023	Irrigation Repair - LG Park	422.05	422.05
16693	6177005	Bob Stall Chevrolet	01/11/2023	LGPW#28 '08 Chevy Colorado - Replace Broken Door Handle	282.12	282.12
16694	Brown, Blanca L	Brown, Blanca Lopez	01/11/2023	Refund/Brown, Blanca Lopez/Candidate Stmt Filing Fee- 8/8/22	678.00	678.00
16695	25023	City of La Mesa	01/11/2023	Overtime Reimbursement - Doig 11/2/22	1,711.38	17,529.45
	25023			Overtime Reimbursement - Kenyon 10/28/22	1,263.21	
	25023			Overtime Reimbursement - Kleist 10/31/22	1,711.38	
	25023			Overtime Reimbursement - Lopez 11/3/22	1,517.04	
	25023			Overtime Reimbursement - Nenow 11/3/22	1,392.90	
	25023			Overtime Reimbursement - Provence 11/8/22	1,392.90	
	25023			Overtime Reimbursement - Provence 11/10/22	1,392.90	
	25024			Overtime Reimbursement - Kenyon 11/23/22	1,263.21	
	25024			Overtime Reimbursement - Kleist 11/19/22	1,711.38	
	25024			Overtime Reimbursement - Roraff 11/11/22	1,392.90	
	25024			Overtime Reimbursement - Ruiz 11/13/22	1,263.21	
	25024			Overtime Reimbursement - Tasco 11/12/22	1,517.04	
16696	3173 3204	Clark Telecom & Electric Inc.	01/11/2023	Street Light Repairs - Nov'22 Street Light Dig-Alert Markouts - Nov'22	3,043.26 225.77	3,269.03
16697	SD10025FY22 SD10025FY23 SD10199FY23	County of San Diego- Vector Control Program	01/11/2023	Mosquito & Vector Control Assessment SD 10025 FY22 Mosquito & Vector Control Assessment SD 10025 FY23 Mosquito & Vector Control Assessment SD 10199 FY23	14.64 14.64 265.75	295.03
16698	7416 7467 7596	D- Max Engineering Inc	01/11/2023	D-Max Stormwater Prof Svcs 7/1/22-8/31/22 D-Max Stormwater Prof Svcs 9/1/22-9/30/22 7051 Casa Ln SWQMP Review 11/3/22-12/16/22	10,443.57 10,380.03 1,015.00	21,838.60
16699	1227229905	Domestic Uniform Rental	01/11/2023	Shop Towels & Safety Mats 12/27/22	53.10	53.10
16700	18079	Eagle Paving Company, Inc	01/11/2023	CUPCCA #2202-03 FY21-22 Street Rehab Project.Var Locs thru 10/5/22	82,147.98	82,147.98
16701	INV1024683	George Hills Company	01/11/2023	TPA Claims- Adjusting/Other Services - Dec'22	217.50	217.50
16702	010523	Harrington, Deborah	01/11/2023	Reimb: Floral Arrangements- Employee Appreciation Event 12/22/22	103.92	103.92
16703	SS000232460 SS000232479	Hawthorne Machinery Co	01/11/2023	Equip Repair - Skidsteer- Replace Work Tool Harness Equip Repair - Backhoe 420E- Repair Hoses/Lines	886.15 1,025.20	1,911.35
16704	10/25/22-12/22/22 11/30/22-12/28/22	Helix Water District	01/11/2023	Water Services- 10/25/2212/22/22 Water Svc -FH#313300 3232 Main 11/30/22-12/28/22	20,602.35 30.72	20,633.07
16705	Heredia	Heredia, Jessica	01/11/2023	Refund/Heredia, Jessica/Candidate Stmt Filing Fee - 8/8/22	678.00	678.00
16706	15519 15520 15521	Infrastructure Engineering Corporation	01/11/2023	Prof Svc: Vista Azul 11/1/22-11/30/22 Prof Svc: 8373 Broadway 11/1/22-11/30/22 Prof Svc: 7946 Broadway 11/1/22-11/30/22	148.00 453.00 453.00	1,054.00
16707	1787 1790	Janazz, LLC SD	01/11/2023	IT Services- City Hall- Dec'22 Dell OptiPlex 7040 Desktop & Intel Processor	2,500.00 430.00	2,930.00
16708	155067 155066	Knott's Pest Control, Inc.	01/11/2023	Monthly Bait Stations- Civic Ctr- Dec'22 Monthly Bait Stations- Sheriff- Dec'22	60.00 60.00	120.00
16709	20220	Lemon Grove Car Wash, Inc.	01/11/2023	Smog - LGPW#17 '99 Ford F350 - 11/21/22	69.75	69.75
16710	40013217	Maneri Sign Co., Inc.	01/11/2023	Street Sign/Retirement Gift - Jones	89.78	89.78
16711	Mendoza	Mendoza, Jennifer	01/11/2023	Refund/Mendoza, Jennifer/Candidate Stmt Filing Fee- 8/3/22	678.00	678.00
16712	1/10/23	MissionSquare	01/11/2023	Deferred Compensation PPE 1/10/23	780.77	780.77
16713	PD-52674	Plumbers Depot Inc	01/11/2023	Sewer Camera- Replace Fin/Back Plate/Seals	719.20	719.20
16714	INV00066384	RapidScale Inc.	01/11/2023	Virtual Hosting/Back Up Svc/Cloud Storage/Svr 12/31/22-1/30/23	4,358.42	4,358.42
16715	32759104 32759453	RCP Block & Brick, Inc.	01/11/2023	Trowels Fast Setting Concrete Mix	39.81 62.34	102.15
16716	156210PS	SCA of CA, LLC	01/11/2023	Street Sweeping/Parking Lot - Nov'22	5,449.82	5,449.82
16717	11/19/2022 12/27/2022 12/22/2022 3568860625/0123 4154920380/0123	SDG&E	01/11/2023	3225 Olive- 11/19/22-12/20/22 3410 Washington St- 11/23/22-12/22/22 3500 1/2 Main- 11/19/22-12/20/22 Electric Usage:St Light 12/1/22-12/31/22 Electric Usage:St Light 12/1/22-12/31/22	199.48 76.73 200.06 1,995.53 2,916.05	5,387.85
16718	Snow	Snow, Alysson	01/11/2023	Refund/Snow, Alysson/Candidate Stmt Filing Fee - 8/4/22	678.00	678.00
16719	81969 81970	Southwest Signal Service	01/11/2023	Traffic Signal Service Calls - Nov'22 Bi-Monthly Traffic Signal Maintenance - Nov'22	13,006.38 971.88	13,978.26

CHECK NO	INVOICE NO	VENDOR NAME	CHECK DATE	Description	INVOICE AMOUNT	CHECK AMOUNT
16720	SW-0247658 WD-0218089	State Water Resources Control Board	01/11/2023	Annual Permit Fee - Water Discharge Requirement 7/1/22-6/30/23 Annual Permit Fee - Water Discharge Requirement 7/1/22-6/30/23	17,666.00 3,453.00	21,119.00
16721	121938888-012 133492378-0001	Sunbelt Rentals Inc.	01/11/2023	Equip Rental - Post Shore - Senior Ctr 11/24/22-12/21/22 Equip Rental - 45' Art Manlift with Jib - Holiday Ornaments	127.97 529.25	657.22
16722	CINV-026317	Trusaic	01/11/2023	2023 ACA Basic Plus Svcs - Initial Deposit	1,500.00	1,500.00
16723	22-2301851 22-2302244	Underground Service Alert of SC	01/11/2023	State Fee/Regulatory Monthly Costs/Dig Alert 2021 State Fee/Regulatory Monthly Costs/Dig Alert 2021	35.10 35.10	70.20
16724	1120220397 1220220387	Underground Service Alert/SC	01/11/2023	44 New Ticket Charges - Nov'22 56 New Ticket Charges - Dec'22	87.00 108.00	195.00
16725	STMT 11/22/2022 STMT 11/22/2022	US Bank Corporate Payment Systems	01/11/2023	Bathroom Exhaust Fan/Light Assembly/Light Bulbs - Fire 3000 Sandbags Water Bottles - Council Meetings Comm Specialist/Buffer Plan UT Subscription - Digital Lodging/CalPERS Conf/Anaheim/Hidalgo 10/31/22-11/3/22 Lunch/Interview Panel/Sr Mgt Analyst 11/9/22 Supplies - PW Streets Tire - LGPW#16 '14 Ford F150 Safety Harnesses - Holiday Decoration Setup Supplies/Bonfire 12/2/22 Supplies/Trunk or Treat Supplies/Daycamp Fee/Recorded Documents Zoom Subscription - Online Mtgs Virtual Time App - City Mtgs Replace Electrical Breaker - Sheriff Stn Tree - Knock-Down Replacement - Golden Ave Lodging/CalPERS Conf/Anaheim/Ware 10/31/22-11/3/22 Lodging/MMASC Conf/Rancho Mirage/Murguia 11/2/22-11/5/22 Training Lunch/Confined Space Training 11/15/22 ANSI Class 3 Jackets	131.15 1,260.00 8.18 36.00 116.00 802.21 163.12 17.19 50.00 321.18 3,000.75 224.80 20.77 8.05 93.99 19.99 595.28 116.20 782.34 496.04 254.38 609.87	9,127.49
16726	6773050	US Bank- Corporate Trust Services	01/11/2023	Admin Fees- 2019 Refunding Bonds 12/1/22-11/30/23	2,760.00	2,760.00
16727	81394722	Waxie Sanitary Supply	01/11/2023	Janitorial Supplies	3,027.84	3,027.84
16728	0001657886-IN	WEX Health, Inc.	01/11/2023	COBRA - Monthly/Dec'22	85.00	85.00
16729	E6677	A-Pot Rentals, Inc.	01/18/2023	Portable Restroom Rental - Community Bonfire 12/2/22-12/5/22	470.87	470.87
16730	Feb 2023	California Dental Network Inc	01/18/2023	California Dental Insurance -Feb'23	215.28	215.28
16731	82160741	Corelogic Solutions, LLC.	01/18/2023	RealQuest Graphics Package - Dec'22	300.00	300.00
16732	23CTOFLGN06	County of San Diego- RCS	01/18/2023	800 MHZ Network - Dec'22	1,767.00	1,767.00
16733	433192/FY23	CWEA	01/18/2023	CWEA Membership FY23- Rubio	202.00	202.00
16734	0622.04.0605	Dexter Wilson Engineering, Inc.	01/18/2023	CIP Project Assistance- Jun'22	390.00	390.00
16735	Oct-Dec22	Division of the State Architect	01/18/2023	State CASP Fee (\$4) - 10/1/22-12/31/22	168.00	168.00
16736	AR012997	Grossmont Union High School District	01/18/2023	Business Cards	51.00	51.00
16737	74149201	Hawthorne Machinery Co	01/18/2023	Equip Rental - Light Towers - Bonfire	530.17	530.17
16738	22-5245	I Love a Clean San Diego	01/18/2023	ILACSD Recycling Educ Community Outreach Events thru 12/31/22	550.00	550.00
16739	199343	SD East County Chamber of Commerce	01/18/2023	Yiftee Program/Social Media Platform/CEO/Marketing Time -7 Wks	3,150.00	3,150.00
16740	017507522	San Diego Union Tribune	01/18/2023	Ordinance 462 2022 CA Building Stds Code 12/13/22	493.90	493.90
16741	11/19/2022 3601 1/2LGA1222	SDG&E	01/18/2023	Gas & Electric 11/19/22-12/20/22 3601 1/2 LGA-11/19/22-12/20/22	21,916.71 44.10	21,960.81
16742	8068755034	Staples Advantage	01/18/2023	Office Supplies - City Hall	293.60	293.60
16743	134005317-0001	Sunbelt Rentals Inc.	01/18/2023	Propane	25.01	25.01
16744	2681 1/2 LGA	SDG&E	01/18/2023	2681 1/2 LGA- Installation	361.00	361.00
16745	316507	Ace Uniforms & Accessories, Inc	01/25/2023	Uniforms - Fire Inspector	586.12	586.12
16746	L1072895XA	American Messaging	01/25/2023	Pager Replacement Program 1/1/23-1/31/23	51.22	51.22
16747	12/13/2022 Fire- 19250134	AT&T	01/25/2023	Phone Service 12/13/22-1/12/23 Fire Backup Phone Line- 11/22/22-12/21/22	97.96 46.40	144.36
16748	23012010	California Municipal Statistics, Inc.	01/25/2023	Direct & Overlapping Debt Statement FY22	550.00	550.00

CHECK NO	INVOICE NO	VENDOR NAME	CHECK DATE	Description	INVOICE AMOUNT	CHECK AMOUNT
16749	5607-Dec	City of Chula Vista	01/25/2023	Animal Control Services- Dec'22	25,104.00	77,966.92
	5607-Dec			Animal Control Vehicle Lease Agrmt - Dec'22	650.00	
	5607-Dec			After Hours Calls- Dec'22	391.64	
	5607-Dec			Credit/Impound Fees/Animal Control Services- Dec'22	-250.00	
	5607-Nov			After Hours Calls- Nov'22	783.28	
	5607-Nov			Animal Control Services- Nov'22	25,104.00	
	5607-Nov			Credit/Impound Fees/Animal Control Services- Nov'22	-100.00	
	5607-Nov			Animal Control Vehicle Lease Agrmt - Nov'22	650.00	
	5607-Oct			Credit/Impound Fees/Animal Control Services- Oct'22	-120.00	
	5607-Oct			Animal Control Services- Oct'22	25,104.00	
	5607-Oct	Animal Control Vehicle Lease Agrmt - Oct'22	650.00			
16750	459	City of El Cajon	01/25/2023	Overtime Reimbursement - Erickson 11/19/22	1,301.96	6,512.86
	459			Overtime Reimbursement - Lopez 11/19/22	1,301.96	
	459			Overtime Reimbursement - Padilla 11/15/22	1,239.98	
	459			Overtime Reimbursement - Shaba 11/17/22	1,334.48	
	459			Overtime Reimbursement - Shaba 11/25/22	1,334.48	
16751	1000347643	City of San Diego	01/25/2023	Fuel Services-PW: Dec'22	1,771.14	1,771.14
16752	2556	Communications Equipment Co	01/25/2023	Troubleshooting Connectivity Issues - City Hall	165.00	165.00
16753	202257975	County of San Diego/Assessor/Recorder	01/25/2023	Recording Services- 12/29/22	95.00	95.00
16754	202301190743	DFA- Actuaries, LLC	01/25/2023	Prof Svcs: GASB 75 Supplemental Disclosure FY22	750.00	750.00
16755	0110239905	Domestic Uniform Rental	01/25/2023	Shop Towels & Safety Mats 1/10/23	53.35	53.35
16756	10/10-13/22	EsGil, LLC	01/25/2023	75% Building Fees- 10/10/22-10/13/22	6,822.36	60,288.98
	10/17-20/22			75% Building Fees- 10/17/22-10/20/22	12,387.67	
	10/24-28/22			75% Building Fees- 10/24/22-10/28/22	5,543.25	
	10/3-6/22			75% Building Fees- 10/3/22-10/6/22	1,662.30	
	10/31/2022			75% Building Fees- 10/31/22	1,400.55	
	11/14-17/22			75% Building Fees- 11/14/22-11/17/22	12,263.90	
	11/21-23/22			75% Building Fees- 11/21/22-11/23/22	275.84	
	11/28-30/22			75% Building Fees- 11/28/22-11/30/22	11,165.87	
	11/7-10/22			75% Building Fees- 11/7/22-11/10/22	7,393.54	
	12/1/22			75% Building Fees- 12/1/22	1,373.70	
16757	HS-5607-0025	Home Start, Inc.	01/25/2023	LG Homeless Outreach - Dec'22	9,370.56	9,370.56
16758	22-190-1	Ink Electric, Inc.	01/25/2023	Air Compressor Circuit/Lemon Grove Fire Station #10 Final	1,850.00	1,850.00
16759	152	Kate & Faces	01/25/2023	Facepainting - Eggstravaganza 4/8/23	300.00	300.00
16760	1/24/23	MissionSquare	01/25/2023	Deferred Compensation PPE 1/24/23	780.77	780.77
16761	267059	Ninyo & Moore	01/25/2023	FY21-22 Street Rehab Project/Prof Svcs thru 9/30/22	4,023.00	4,518.00
	268018			FY21-22 Street Rehab Project/Prof Svcs thru 10/28/22	495.00	
16762	22-216	PSC Investigations	01/25/2023	Prof Svcs: Pre-employment Background Ck	2,500.00	2,500.00
16763	GC0009526	Quality Code Publishing LLC	01/25/2023	Supplement Service- LG Municipal Code	1,735.60	1,735.60
16764	Jan 12	Southern CA Firefighters Benefit Trust	01/25/2023	LG Firefighters Benefit Trust 1/12/23	784.55	1,569.10
	Jan 26			LG Firefighters Benefit Trust 1/26/23	784.55	
16765	PB2960	SWARCO McCain Inc	01/25/2023	Prof Svc: Traffic Signal	1,500.00	1,500.00
16766	106556-2	Vinyard Doors, Inc.	01/25/2023	Repair - Fire Bay Door #2	1,399.52	1,830.67
	106622			Repair - Fire Bay Doors #2 & 5	431.15	
					1,570,873.22	1,570,873.22



# CITY OF LEMON GROVE

## CITY COUNCIL STAFF REPORT

**Item No.** 1.C  
**Meeting Date:** February 7, 2023  
**Submitted to:** Honorable Mayor and Members of the City Council  
**Department:** City Manager's Office  
**Staff Contact:** [dharrington@lemongrove.ca.gov](mailto:dharrington@lemongrove.ca.gov)  
**Item Title:** **Approval of City Council Meeting Minutes**

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**Recommended Action:** Approval of City Council Meeting Minutes of Regular Meetings held March 1, 2022, and January 17, 2023.

**Environmental Review:**

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

**Fiscal Impact:** None.

**Public Notification:** None.

**MINUTES OF THE REGULAR MEETING  
OF THE LEMON GROVE CITY COUNCIL  
Lemon Grove Community Center  
3146 School Lane, Lemon Grove, CA 91945  
TUESDAY, JANUARY 17, 2023 at 6:00 PM**

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

**Call To Order:**

Mayor Vasquez called the Regular City Council Meeting to order at 6:00 pm

**Present:**

Mayor Vasquez, Mayor Pro Tem George Gastil, Councilmember Jennifer Mendoza, Councilmember Liana LeBaron and Councilmember Alysson Snow.  
Absent: None.

**Staff Members Present:**

Lydia Romero, City Manager, Kristen Steinke, City Attorney, Brent Koch, Fire Chief, Patrick McEvoy, San Diego Sheriff's Lieutenant, Izzy Murguia Public Works Director and Deborah Harrington, Interim City Clerk.

**Pledge of Allegiance:**

Led by Mayor Pro Tem Gastil.

**Changes to the Agenda:**

Motion by Councilmember LeBaron to pull the List of Demands from the Consent Calendar.  
Motion failed for lack of a second.

**Public Comment:**

Email Submitted:

- Barbara Gordon

In-Person:

- John Wood
- Steven Swaney
- Jeremy Ogul
- Shane O'Garro

**Consent Calendar:**

- 1.A Waive Full Text Reading of All Ordinances on the Agenda.
- 1.B City of Lemon Grove Payment Demands
- 1.C Approval of City Council Minutes of Regular Meetings held March 15, 2022 and December 20, 2022 and Workshop Meeting held March 26, 2022.
- 1.D Accept the FY 2021-22 Street Rehabilitation Project as Complete (Contract No. 2022-03) and adopt Resolution No. 2023-3924 accepting the FY 2021-2022 Street Rehabilitation Project as complete. (Contract No. 2022-03)

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

**The motion passed by the following vote:**

**Ayes:           Mendoza, Gastil, Snow, Vasquez**  
**Noes:           LeBaron**  
**Absent:         None**

**Report(s) to Council:**

**Lemon Grove Sanitation District**

2. Five Year Sewer Rate Study

Report presented by Izzy Murguia, Public Works Director and Karen Johnson, Consultant.

**Public Comment:**

Email Submitted: None

In-Person: Leonard Kottong

City Council provided questions/comments of staff.

Public Works Director Murguia reviewed the timeline for the approval process.

City Manager noted information regarding the residential flow based system will be brought forward in the future.

**Report(s) to Council:**

3. Appointment of City Council Members to Committees, Commissions, and Boards

City Council provided questions/comments.

**Action:** Motion by Councilmember Mendoza, second by Councilmember Gastil, to ratify the Mayor's Committees, Commissions, and Boards assignments for City Council Members.

**The motion passed by the following vote:**

**Ayes:** Mendoza, Gastil, Snow, Vasquez

**Noes:** LeBaron,

**Absent:** None

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

**Councilmember LeBaron**

- Meeting with residents regarding storm drains

**Councilmember Mendoza**

- Trash Clean Up Event
- Tobacco Ordinance

**Councilmember Snow**

- Meeting regarding Homelessness
- Martin Luther King Jr. Event

**Mayor Pro Tem Gastil**

- Economic Development Meeting
- MTS – next meeting to be attended by Councilmember Mendoza

**Mayor Vasquez**

- League of California Cities African American Caucus Meeting
- National Electrical Contractors Meeting

- SANDAG Meeting

**City Manager Report**

- Introduced the New Fire Chief
- Fire Chief provided comments
- Expressed appreciation to the City Public Work and Facilities crews for their outstanding job in the recent rains that cause flooding and fallen trees.

**Adjournment**

Mayor Vasquez adjourned the meeting at 8:24 p.m. The next regularly scheduled City Council meeting is scheduled to be held on February 7, 2023.

Deborah A. Harrington  
Interim City Clerk

**MINUTES OF THE REGULAR MEETING  
OF THE LEMON GROVE CITY COUNCIL  
Lemon Grove Community Center  
3146 School Lane, Lemon Grove, CA 91945  
TUESDAY, MARCH 1, 2022 at 6 PM**

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

**Call To Order:**

Mayor Pro Tem Jones called the Regular City Council Meeting to order at 6:00 pm

**Present:**

Mayor Vasquez, Mayor Pro Tem Jerry Jones, Councilmember Jennifer Mendoza, Councilmember Liana LeBaron, and Councilmember George Gastil  
Absent: None

**Staff Members Present:**

Lydia Romero, City Manager, Kristen Steinke, City Attorney, Steve Swaney, Fire Chief, Patrick McEvoy, San Diego Sheriff's Lieutenant, and Bill Chopyk, Interim Community Development Manager.

**Pledge of Allegiance:**

Led by Councilmember Gastil.

**Changes to the Agenda:**

City Manager Romero announced that Councilmember LeBaron requested Item 1.B, City of Lemon Grove Payment Demands, be removed for discussion. This item will be considered as the last item.

**Presentation:**

Hasan Ikhata, Chief Executive Officer and Coleen Clementson, Deputy Chief Executive Officer SANDAG presented The San Diego County Regional Plan.

**Public Comment:**

Email Submitted:

- Doris Mattar and Dan Mattar

In-Person:

- John Wood
- Teresa Rosiak-Proffit
- Richard Gold
- Penny Martinez
- Jeremy Ogul

**Consent Calendar:**

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

**Action:** Motion by Councilmember Gastil, second by Councilmember Mendoza, to approve the Consent Calendar with the exception of Item 1.B.

**The motion passed by the following vote:**

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

**Noes: None**  
**Absent: None**

**Public Hearing**

2. Public Hearing to Consider an Appeal of the Community Development Manager's Decision to approve Minor Use Permit MUP-210-0007, a Request to Establish Early Separation Findings for a Medical Marijuana Dispensary at 8280 Broadway in the Heavy Commercial Zone

Bill Chopyk, Interim Community Development Manager noted an email was received from Chris Williams, applicant for the Medical Marijuana Dispensary, requesting a continuance of the hearing.

Gina Austin, Appellant representative, stated they were ready to proceed.

Council discussed whether to proceed or postpone.

Motion by Councilmember LeBaron to continue the public hearing to another date. The motion failed for lack of a second.

City Attorney provided instructions on Councilmember disclosures on the public hearing.

Councilmember Mendoza, no disclosures.

Councilmember Gastil, no disclosures.

Councilmember LeBaron, no disclosures.

Mayor Pro Tem Jones, no disclosures.

Mayor Vasquez, no disclosures. Mayor Vasquez provided copies of an email she received from Councilmember LeBaron to persuade her to approve the appeal this evening. She provided copies to the other Councilmembers and City Attorney and asked if there was a conflict of interest.

City Attorney advised Councilmember LeBaron that if she cannot be unbiased she should recuse herself from the hearing.

Councilmember LeBaron stated she had already made her statement.

Report presented by Bill Chopyk, Interim Community Development Manager.

City Council provided questions/comments for staff.

Mayor Vasquez opened the Public Hearing at 7:52 p.m.

Gina Austin, Appellant representative, addressed the City Council. She stated the email by Councilmember LeBaron advocated against her client and requested Councilmember LeBaron recuse herself from this hearing to avoid any further impropriety. This may reflect a bias by Councilmember LeBaron.

City Attorney Steinke asked Councilmember LeBaron to respond on behalf of herself for the record.

Councilmember LeBaron stated she is not biased, is neutral and has no personal or professional conflicts of interest and does not favor one way or the other.

Gina Austin addressed the City Council.

City Council provided questions/comments of staff.

**Action:** Motion by Councilmember Jones, second by Councilmember Mendoza, to continue the hearing to April 5, 2022.

Chris Williams requested to speak on this item. Mayor Vasquez noted a motion is on the floor for continuance.

Mayor Vasquez recessed the City Council Meeting at 8:38 p.m.  
Mayor Vasquez reconvened the City Council Meeting at 8:43 p.m.

**The motion passed by the following vote:**

**Ayes: Gastil, LeBaron, Mendoza, Jones, Vasquez**  
**Noes: None**  
**Absent: None**

Mayor Vasquez recessed the City Council Meeting at 8:48 p.m.  
Mayor Vasquez reconvened the City Council Meeting at 8:53 p.m.

**Closed Session(s):**

Mayor Vasquez introduced City Attorney Kristen Steinke to recess the meeting into Closed Session.

City Attorney Steinke recessed the meeting into Closed Session at 8:55 p.m. Regarding 1) Conference with Legal Counsel – Existing Litigation (Government Code Section 54956.9(d)(1)), Shawn Farson and 2) Rosalinda Legge v. City of Lemon Grove (SDSC Case No.: 37-2020-00029569-CU-OR-CTL) and Anticipated Litigation (Government Code Section 54956.9(d)(2)-(4))

City Attorney Steinke reconvened meeting from Closed Session at 10:45 p.m. City Attorney Steinke reported 1) No reportable action on existing litigation; and 2) City Council provided direction to staff authorizing investigation of Councilmember LeBaron’s alleged harassment and intimidation toward a city employee who has submitted a claim to the City Attorney’s office.

1.B Pulled Consent Calendar

Mayor Vasquez stated this item will be continued to the next Regular City Council Meeting of March 15, 2022.

**Adjournment**

Mayor Vasquez adjourned the meeting at 10:50 p.m. The next regularly scheduled City Council meeting is scheduled to be held on March 15, 2022.

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Deborah A. Harrington, Interim City Clerk



# CITY OF LEMON GROVE

## CITY COUNCIL STAFF REPORT

**Item No.** 1.D  
**Meeting Date:** February 7, 2023  
**Submitted to:** Honorable Mayor and Members of the City Council  
**Department:** Public Works  
**Staff Contact:** Ed Walton, Contract City Engineer  
[ewalton@lemongrove.ca.gov](mailto:ewalton@lemongrove.ca.gov)  
**Item Title:** **Accept the FY 2020-21 Street Rehabilitation Project as Complete (Contract No. 2021-15)**

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**Recommended Action:** Adopt a resolution (Attachment A) accepting the FY 2020-21 Street Rehabilitation Project as complete (Contract No. 2021-15).

**Summary:** The City Council awarded the FY 2020-21 Street Rehabilitation Project to PAL General Engineering, Inc., on May 18, 2021 with a not-to-exceed total budget of \$865,507. The project consisted of rehabilitation of various City streets. A listing of streets included in this project is shown in Attachment B. Staff completed its final inspection of the improvements and determined the work was completed per the contract plans and specifications.

**Discussion:** On May 18, 2021, PAL General Engineering, Inc., was awarded the FY 2020-21 Street Rehabilitation Project with an award amount of \$706,616.78, which included the base bid plus an alternative bid item to rehabilitate a section of Skyline Drive. The total not-to-exceed project budget is \$865,507, which included funds for testing, inspection and project contingencies. There was one change order issued on the project in the amount of \$9,087.83 for final quantity adjustments from bid quantities to actual quantities installed. The final contract amount with PAL General Engineering is \$715,704.61. The total project cost including testing and inspection costs is \$798,099 and is within the not-to-exceed project budget of \$865,507.

Staff recommends that the City Council adopt the attached resolution (Attachment A) and authorize the City Clerk to file a Notice of Completion with the County of San Diego. Filing of the Notice of Completion triggers the start of the 30 day period for all subcontractors and

material suppliers to file stop notices against the contractor for unpaid work. After 30 days, all retention withheld from the contractor will be paid, provided there are no outstanding unpaid invoices from subcontractor or material suppliers.

**Environmental Review:**

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

**Fiscal Impact:** Gas Tax, Transnet and General Funds were budgeted in the Fiscal Year 2020-2021 budget.

**Public Notification:** None.

**Staff Recommendation:** That the City Council adopts the attached resolution accepting the FY 2020-21 Street Rehabilitation Project as complete.

**Attachments:**

- Attachment A – Resolution
- Attachment B – Listing of rehabilitated streets

**RESOLUTION NO. 2023 -**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LEMON GROVE,  
CALIFORNIA, ACCEPTING THE FISCAL YEAR 2020-2021 STREET  
REHABILITATION PROJECT AS COMPLETE**

**WHEREAS**, on May 18, 2021, the City Council awarded the Fiscal Year 2020-2021 Street Rehabilitation Project (Contract No. 2021-15) to PAL General Engineering, Inc.; and

**WHEREAS**, the contract amount was established at \$706,616.78 with a total project budget not to exceed \$865,507; and

**WHEREAS**, there was one change order issued that increased the original contract price of \$706,616.78 by \$9,087.83 to a new total of \$715,704.61; and

**WHEREAS**, the total cost of the project is within the not-to-exceed budget amount of \$865,507 allocated from Gas Tax, TransNet and General Funds; and

**WHEREAS**, on January 19, 2023, PAL General Engineering, Inc. completed the scope of work as defined by the original contract and all change orders; and

**WHEREAS**, City staff inspected all of the improvements and determined that PAL General Engineering, Inc., 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 Fiscal Year 2020-2021 Street Rehabilitation Project (Contract No. 2021-15) as complete;
2. Authorizes the City Clerk to file and record the Notice of Completion with the County of San Diego;
3. Authorizes city staff to release the retention in the amount of \$35,785.23 no sooner than thirty (30) days after the Notice of Completion is filed;
4. Release the Argonaut Insurance Company Payment Bond in the amount of \$706,616 once all stop notices have been cleared and all outstanding invoices have been paid; and
5. Retain the Argonaut Insurance Company Performance Bond for a period of one year.

**PASSED AND ADOPTED** on February 7, 2023, the City Council of the City of Lemon Grove, California, adopted Resolution No. \_\_\_\_\_, passed by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

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**Racquel Vasquez, Mayor**

**Attest:**

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**Deborah Harrington, Interim City Clerk**

**Approved as to Form:**

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**Kristen Steinke, City Attorney**

**FY 20-21 Street Rehabilitation Project Location Table**

	<b>STREET NAME</b>	<b>STREET BEGINS</b>	<b>STREET ENDS</b>
1	69TH St.	Mt. Vernon Street	Mallard
2	Beth Place	Mt. Vernon Street	North End
3	Broadway EB	Harris	West
4	Broadway EB	New Jersey	Buena Vista
5	Broadway EB	Lemon Grove Avenue	Grove Street
6	Broadway EB	West	New Jersey
7	Broadway EB	Massachusetts Avenue	Harris (East)
8	Broadway EB	Buena Vista	Olive St.
9	Broadway EB	Olive St.	Lemon Grove Avenue
10	Broadway WB	Olive St.	Buena Vista
11	Broadway WB	Lemon Grove Avenue	Olive
12	Broadway WB	New Jersey	West
13	Broadway WB	West	Vista
14	Broadway WB	Vista	Mass
15	Broadway WB	Grove St.	Lemon Grove Avenue
16	Broadway WB	Buena Vista Avenue	New Jersey
17	Buena Vista	High St.	North Av.
18	Buena Vista	San Miguel Avenue	Davidson
19	Canton Dr	Lemon Grove Avenue	Woodrow
20	Canton Dr	Fairfax	Skyline
21	Church Street	Buena Vista	Olive
22	College Place	South End	Federal
23	Corona Street	Ida	San Miguel
24	Craig Court	North Cul De Sac	Blossum Hill Drive
25	Daytona Street	Harris	New Jersey Avenue
26	Drexel Dr	Drexel Ct	Canton Dr
27	Drexel Dr	Lansing Rd	Osage Dr
28	Federal	793' E/O Mac	411' W/O Central
29	Jaynia Place	Cedral Place	San Miguel
30	Lemon Grove Way	Grove St.	Columbus Place
31	Lemon Grove Way	Lemon Grove Avenue	Grove Street

Alternative Awarded: Skyline Drive from Southern City Limits to Canton Drive



# CITY OF LEMON GROVE

## CITY COUNCIL STAFF REPORT

**Item No.** 2.  
**Meeting Date:** February 7, 2023  
**Submitted to:** Honorable Mayor and Members of the City Council  
**Department:** Public Works  
**Staff Contact:** Ed Walton, Contract City Engineer  
[ewalton@lemongrove.ca.gov](mailto:ewalton@lemongrove.ca.gov)  
**Item Title:** **Award of Agreement (No. 2023-03) with Sweeping Corp of America for Street Sweeping Services**

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**Recommended Action:** Adopt a resolution (Attachment A) awarding an agreement with Sweeping Corp of America (SCA) for street sweeping services and authorize the City Manager to execute the necessary documents.

**Summary:** A Request for Proposal (RFP) was advertised to provide street sweeping services on November 15, 2022. Proposals were due on December 15, 2022. The City received one proposal, which was submitted by SCA. The proposal included sweeping commercial streets twice a month, residential streets once a month, City owned parking lots once a month and responding to citizens' inquiries. SCA proposes to provide these services at the following rates:

Type	Unit	Frequency	Monthly Rate	Annual Rate
Commercial	8.1 miles	2 x month	\$1,161.54	\$13,938.48
Residential	36.09 miles	1 x month	\$2,587.65	\$31,051.84
Parking Lots	116,300 SF	1 x month	\$523.35	\$6,280.20
Phone Calls	Lump Sum	Est. 30/month	\$150.00	\$1,800.00
Total			\$4,422.54	\$53,070.48

**Discussion:** The City's agreement with SCA (formerly Cannon Pacific) for street sweeping and power washing services expired on June 30, 2022. Staff attempted to negotiate an extension with SCA, but was not able to agree on terms. SCA has been

operating on a month-to-month basis for street sweeping at a cost of \$5,449.82 per month. Since the City was not able to negotiate a long term agreement, a RFP was issued to ensure street sweeping services are being provided at a competitive price. SCA was the only company to submit a proposal. The limited RFP response is not unexpected as it appears SCA is the only company in the region providing these services.

It should be noted the list of streets included in this agreement has been updated and includes all commercial street, residential streets with curbs and City owned parking lots. Privately owned streets are not included in the street sweeping agreement. Power washing is also not included in this agreement and will be contracted with a different vendor.

Street sweeping is one of the most important best management practices used to reduce pollutants from entering the MS4 (Municipal Separate Storm Sewer System). This is identified in the City's JRMP (Jurisdictional Runoff Management Program). In addition to the reduction of pollutants entering the City's storm sewer system, street sweeping also helps with the overall appearance of the City.

To ensure the City is getting the best value possible for street sweeping services, it is recommended that staff continue to work with neighboring agencies to explore possibilities of combined street sweeping, either privately contracted or provided in-house. Other agencies have also found that SCA is the only company in the region providing street sweeping services and this virtual monopoly may be leading to non-competitive pricing and a desire to look into a regional street sweeping effort. While this effort is occurring, it is important to move forward with securing street sweeping services to ensure the City is continuing efforts to remove pollutants from the storm sewer system to the maximum extent practical.

Staff recommends that the City Council adopt the attached resolution (Attachment A) and award an agreement to SCA for street sweeping services as detailed in the RFP (Attachment C) and SCA's response to the RFP. The term of the agreement will be one (1) year beginning March 1, 2023 through February 29, 2024 and may be extended for up to four (4) one-year terms.

**Environmental Review:**

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

**Fiscal Impact:** There are sufficient funds currently available in the Fiscal Year 2022-2023 Budget (Fund 01 and Fund 15) to award the agreement with SCA. Funds for

subsequent fiscal years will be included in the annual budget process for Council consideration. A petition for reimbursement will be made through the State Water Resources Control Board, National Pollutant Discharge Elimination System for any qualifying expense.

**Public Notification:** None.

**Staff Recommendation:** Adopt a resolution (Attachment A) awarding an agreement with SCA for street sweeping services and authorize the City Manager to execute the necessary documents.

**Attachments:**

Attachment A – Resolution

Attachment B – Agreement

Attachment C – RFP for Street Sweeping Services

**RESOLUTION NO. 2023 -**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LEMON GROVE,  
CALIFORNIA, AWARDING AN AGREEMENT TO SWEEPING CORP OF  
AMERICA FOR STREET SWEEPING SERVICES**

**WHEREAS**, street sweeping is an important best management practice (BMP) in preventing pollutants from entering the MS4; and

**WHEREAS**, street sweeping has been identified as the most important BMP in the adopted Jurisdictional Runoff Management Program; and

**WHEREAS**, an Request for Proposals was publicly advertised on November 15, 2022 with proposals being due to the City by December 15, 2022; and

**WHEREAS**, Sweeping Corp of America was the only company that submitted a proposal; and

**WHEREAS**, Sweeping Corp of America's proposal is similar to cost for sweeping services of other agencies in the region that contract out for street sweeping.

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

1. Awards an agreement for street sweeping services to Sweeping Corp of America; and
2. Authorizes the City Manager or her designee to execute said agreement documents.

**PASSED AND ADOPTED** on February 7, 2023, the City Council of the City of Lemon Grove, California, adopted Resolution No. \_\_\_\_\_, passed by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

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Racquel Vasquez, Mayor

***Attest:***

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***Deborah Harrington, Interim City Clerk***

***Approved as to Form:***

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***Kristen Steinke, City Attorney***



## CITY OF LEMON GROVE STANDARD AGREEMENT FOR SERVICES

This Agreement, entered into this 7th day of February, 2023, by and between the CITY OF LEMON GROVE (hereinafter referred to as "City") and Sweeping Corp of America (hereinafter referred to as "Contractor").

### RECITALS

WHEREAS, City desires to obtain the services of a private Contractor to perform street sweeping services for the City (Project); and

WHEREAS, Contractor is a(n) sweeping services Contractor and has represented that Contractor possesses the necessary qualifications to provide such services; and

WHEREAS, City has authorized the preparation of an agreement to retain the services of Contractor as hereinafter set forth.

NOW, THEREFORE, IT IS MUTUALLY AGREED THAT CITY DOES HEREBY RETAIN CONTRACTOR ON THE FOLLOWING TERMS AND CONDITIONS:

**1. Scope of Services.**

Contractor shall provide services as described in Exhibit "A" entitled "Special Provisions" attached hereto and made a part hereof.

**2. Compensation and Reimbursement.**

City shall compensate and reimburse Contractor as provided in Exhibit "A" entitled "Special Provisions" attached hereto and made a part hereof.

**3. Term of Agreement.**

The term of this Agreement shall be as described on Exhibit "A" entitled "Special Provisions" attached hereto and made a part hereof.

**4. Termination.**

This Agreement may be terminated with or without cause by City. Termination without cause shall be effective only upon 60-day written notice to Contractor. During said 60-day period Contractor shall perform all consulting services in accordance with this Agreement. This Agreement may be terminated by City for cause in the event of a material breach of this Agreement, misrepresentation by Contractor in connection with the formation of this Agreement or the performance of services, or the failure to perform services as directed

by City. Termination for cause shall be effected by delivery of written notice of termination to Contractor. Such termination shall be effective upon delivery of said notice.

**5. Confidential Relationship.**

City may from time to time communicate to Contractor certain information to enable Contractor to effectively perform the services. Contractor shall treat all such information as confidential, whether or not so identified, and shall not disclose any part thereof without the prior written consent of the City. Contractor shall limit the use and circulation of such information, even within its own organization, to the extent necessary to perform the services. The foregoing obligation of this Paragraph 5, 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 Contractor, hereafter disclosed in publicly available sources of information; (iii) is now in the possession of Contractor without any obligation of confidentiality; or (iv) has been or is hereafter rightfully disclosed to Contractor by a third party, but only to the extent that the use or disclosure thereof has been or is rightfully authorized by that third party.

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

**6. Office Space and Clerical Support.**

Contractor shall provide its own office space and clerical support at its sole cost and expense.

**7. Covenant Against Contingent Fees.**

Contractor declares that it has not employed or retained any company or person, other than a bona fide employee working for Contractor, to solicit or secure this Agreement, that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from the award or making of the Agreement. For breach of violation of this warranty, City shall have the right to annul this Agreement without liability, or, at its sole discretion, to deduct from the Agreement price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

**8. Ownership of Documents.**

All memoranda, reports, plans, specifications, maps and other documents prepared or obtained under the terms of this Agreement shall be the property of City and shall be delivered to City by Contractor upon demand.

**9. Conflict of Interest and Political Reform Act Obligations.**

During the term of this Agreement Contractor shall not act as Contractor or perform services of any kind for any person or entity whose interests conflict in any way with those of the City of Lemon Grove. Contractor shall at all times comply with the terms of the

Political Reform Act and the local conflict of interest code. Contractor shall immediately disqualify itself and shall not use its official position to influence in any way any matter coming before the City in which the Contractor has a financial interest as defined in Government Code Section 87103. Contractor represents that it has no knowledge of any financial interests which would require it to disqualify itself from any matter on which it might perform services for the City.

“Contractor” means an individual who, pursuant to a contract with a state or local agency:

- (A) Makes a governmental decision whether to:
  - 1. Approve a rate, rule or regulation;
  - 2. Adopt or enforce a law;
  - 3. Issue, deny, suspend, or revoke any permit, license, application, certificate, approval, order, or similar authorization or entitlement;
  - 4. Authorize the City to enter into, modify, or renew a contract provided it is the type of contract that requires City approval;
  - 5. Grant City approval to a contract that requires City approval and to which the City is a party, or to the specifications for such a contract;
  - 6. Grant City approval to a plan, design, report, study, or similar item;
  - 7. Adopt, or grant City approval of, policies, standards, or guidelines for the City, or for any subdivision thereof; or
  
- (B) Serves in a staff capacity with the City and in that capacity participates in making a governmental decision as defined in the Political Reform Act and/or implementing regulations promulgated by the Fair Political Practices Commission, or performs the same or substantially all the same duties for the City that would otherwise be performed by an individual holding a position specified in the City’s Conflict of Interest Code.

DISCLOSURE DETERMINATION:

- 1. Contractor/Contractor will not be “making a government decision” or “serving in a staff capacity” as defined in Sections A and B above. No disclosure required.
  
- 2. Contractor/Contractor will be “making a government decision” or “serving in a staff capacity” as defined in Sections A and B above. As a result, Contractor/Contractor shall be required to file a Statement of Economic Interest with the City Clerk of the City of Lemon Grove in a timely manner as required by law.

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Department Director

**10. No Assignments.**

Neither any part nor all of this Agreement may be assigned or subcontracted, except as otherwise specifically provided herein, or to which City, in its sole discretion, consents to in advance thereof in writing. Any assignment or subcontracting in violation of this provision shall be void.

**11. Maintenance of Records.**

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

**12. Independent Contractor.**

At all times during the term of this Agreement, Contractor shall be an independent Contractor and shall not be an employee of the City of Lemon Grove. City shall have the right to control Contractor only insofar as the results of Contractor's services rendered pursuant to this Agreement; however, City shall not have the right to control the means by which Contractor accomplishes such services.

**13. Licenses, Permits, Etc.**

Contractor represents and declares to City that it has all licenses, permits, qualifications, and approvals of whatever nature that are legally required to practice its profession. Contractor represents and warrants to City that Contractor shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement, any license, permit, or approval which is legally required for Contractor to practice its profession.

**14. Contractor's Insurance.**

Contractor shall provide insurance as set forth in Exhibit "A" entitled "Special Provisions" attached hereto and made a part hereof.

**15. Indemnification.**

(a) For Claims (as defined herein) other than those alleged to arise from Contractor's negligent performance of professional services, City and its respective elected and appointed boards, officials, officers, agents, employees and volunteers (individually and collectively, "Indemnitees") shall have no liability to Contractor or any other person for, and Contractor shall indemnify, protect and hold harmless Indemnitees from and against, any and all liabilities, claims, actions, causes of action, proceedings, suits, damages, judgments, liens, levies, costs and expenses, including reasonable attorneys' fees and disbursements (collectively "Claims"), which Indemnitees may suffer or incur or to which Indemnitees may become subject by reason of or arising out of any injury to or death of any person(s), damage to property, loss of use of property, economic loss or otherwise occurring as a result of Contractor's negligent performance under this Agreement, or by the negligent or willful acts or omissions of Contractor, its agents, officers, directors, sub-Contractors or employees.

(b) For Claims alleged to arise from Contractor's negligent performance of professional services, Indemnitees shall have no liability to Contractor or any other person for, and Contractor shall indemnify and hold harmless Indemnitees from and against, any and all Claims that Indemnitees may suffer or incur or to which Indemnitees may become subject by reason of or arising out of any injury to or death of any person(s), damage to property, loss of use of property, economic loss or otherwise to the extent occurring as a result of Contractor's negligent performance of any professional services under this Agreement, or by the negligent or willful acts or omissions of Contractor, its agents, officers, directors, sub-Contractors or employees, committed in performing any of professional services under this Agreement. For Claims alleged to arise from Contractor's professional services, Contractor's defense obligation to Indemnitees shall include only the reimbursement of reasonable defense costs and attorneys' fees to the extent caused by Contractor's negligence.

(c) The foregoing obligations of Contractor shall not apply to the extent that the Claims arise from the sole negligence or willful misconduct of City or its elected and appointed boards, officials, officers, agents, employees and volunteers.

(d) In any and all Claims against City by any employees of the Contractor, anyone directly or indirectly employed by it or anyone for whose acts it may be liable, the indemnification obligation under this Section 15 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor under worker's compensation acts, disability benefit acts or other employee benefit acts.

(e) Contractor shall, upon receipt of written notice of any Claim, promptly take all action necessary to make a claim under any applicable insurance policy or policies Contractor is carrying and maintaining; however, if Contractor fails to take such action as is necessary to make a claim under any such insurance policy, Contractor shall reimburse City for any and all costs, charges, expenses, damages and liabilities incurred by City in making any claim on behalf of Contractor under any insurance policy or policies required pursuant to this Agreement.

(f) The obligations described in Section 15(a) through (e) above shall not be construed to negate, abridge or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person indemnified pursuant to this Section 15.

(g) The rights and obligations of the parties described in this Section 15 shall survive the termination of this Agreement.

## **16. Assumption of Risk.**

Except for injuries to persons caused by the willful misconduct of any Indemnitee and not covered by insurance maintained, or required by this Agreement to be maintained, by Contractor: (a) Contractor hereby assumes the risk of any and all injury and damage to the personnel (including death) and property of Contractor that occurs in the course of, or in connection with, the performance of Contractor's obligations under this Agreement, including but not limited to Contractor's Scope of Services; and (b) it is hereby agreed that the Indemnitees are not to be liable for injury or damage which may be sustained by the person, goods or property of Contractor or its employees in connection with Contractor's performance

its obligations under this Agreement, including but not limited to Contractor's Scope of Services.

**17. Contractor Not an Agent.**

Except as City may specify in writing, Contractor shall have no authority, expressed or implied, to act on behalf of City in any capacity whatsoever as an agent. Contractor shall have no authority, expressed or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

**18. Personnel.**

Contractor shall assign qualified and certified personnel to perform requested services. The City shall have the right to review and disapprove personnel for assignment to Lemon Grove projects.

City shall have the unrestricted right to order the removal of any person(s) assigned by Contractor by giving oral or written notice to Contractor to such effect.

Contractor's personnel shall at all times comply with City's drug and alcohol policies then in effect.

**19. Notices.**

Notices shall be given as described on Exhibit "A" entitled "Special Provisions" attached hereto and made a part hereof.

**20. Governing Law, Forum Selection and Attorneys' Fees.**

This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. Each party to this Agreement consents to personal jurisdiction in San Diego County, California, and hereby authorizes and accepts service of process sufficient for personal jurisdiction by first class mail, registered or certified, postage prepaid, to its address for giving notice as set forth in Exhibit "A" hereto. Any action to enforce or interpret the terms or conditions of this Agreement shall be brought in the Superior Court in San Diego County, Central Division, unless the parties mutually agree to submit their dispute to arbitration. Contractor hereby waives any right to remove any such action from San Diego County as is otherwise permitted by California Code of Civil Procedure section 394. The prevailing party in any such action or proceeding shall be entitled to recover all of its reasonable litigation expenses, including its expert fees, attorneys' fees, courts costs, arbitration costs, and any other fees. Notwithstanding the foregoing, in the event that the subject of such an action is compensation claimed by Contractor in the event of termination, Contractor's damages shall be limited to compensation for the 60-day period for which Contractor would have been entitled to receive compensation if terminated without cause, and neither party shall be entitled to recover their litigation expenses.

**21. Gender.**

Whether referred to in the masculine, feminine, or as "it," "Contractor" shall mean the individual or corporate Contractor and any and all employees of Contractor providing services hereunder.

**22. Counterparts.**

This Agreement (and any amendments) may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument. Documents delivered by telephonic facsimile transmission shall be valid and binding.

**23. Entire Agreement.**

This Agreement shall constitute the entire understanding between Contractor and City relating to the terms and conditions of the services to be performed by Contractor. No agreements, representations or promises made by either party, whether oral or in writing, shall be of any force or effect unless it is in writing and executed by the party to be bound thereby.

**24. Certification and Indemnification Regarding Public Employees' Retirement Law/Pension Reform Act of 2013.**

Contractor hereby certifies that all persons providing services to City by Contractor are not current members of the California Public Employees' Retirement System (CalPERS) and shall not become members of CalPERS while providing services to City.

Contractor further provides that in the event Contractor assigns a retired annuitant receiving a pension benefit from CalPERS to perform services for City, the retired annuitant is in full compliance with Government Code section 7522.56. A copy of Government Code section 7522.56 is attached hereto as Exhibit "B."

Further, Contractor hereby fully and unconditionally indemnifies City from all penalties, fees, employer and employee contributions, or any other assessments imposed by CalPERS in the event CalPERS determines the person assigned by Contractor to provide services to City has been misclassified.

**25. Severability.**

If any provision of this Agreement is determined by any court of competent jurisdiction or arbitrator to be invalid, illegal, or unenforceable to any extent, that provision shall, if possible, be construed as though more narrowly drawn, if a narrower construction would avoid such invalidity, illegality, or unenforceability or, if that is not possible, such provision shall, to the extent of such invalidity, illegality, or unenforceability, be severed, and the remaining provisions of this Agreement shall remain in effect.

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

**CITY OF LEMON GROVE**

**SWEEPING CORP OF AMERICA**

By: \_\_\_\_\_  
Lydia Romero, City Manager

By: \_\_\_\_\_  
Tony Cincotta, Regional Vice President

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
Deborah Harrington, Interim City Clerk

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Kristen Steinke, City Attorney

## **SPECIAL PROVISIONS**

### **EXHIBIT "A"**

#### **A. Scope of Services.**

Contractor agrees to perform professional services as required by City, which shall consist of the street sweeping services further described in the Scope of Services submitted with the proposals dated December 15, 2022, which is included in this document as Attachment 1, and incorporated by reference, as if its contents were fully set forth herein. Contractor shall provide the necessary qualified personnel to perform the services.

#### **B. Compensation and Reimbursement.**

City shall pay Contractor a fee in accordance with the Fee Proposals submitted with the proposals dated December 15, 2022, which are included in this document as Attachment 2. Total fee is not to exceed \$53,070.48. Contractor's fee shall include and Contractor shall be responsible for the payment of all federal, state, and local taxes of any kind which are attributable to the compensation received.

#### **C. Term of Agreement.**

This Agreement shall be effective from the period commencing March 1, 2023, and ending February 29, 2024, unless sooner terminated by City as provided in the section of this Agreement entitled "Termination." This Agreement may be extended for up to four additional one-year periods upon approval in writing of the City Manager and Contractor. Upon expiration or termination of this Agreement, Contractor shall return to City any and all equipment, documents or materials and all copies made thereof which Contractor received from City or produced for City for the purposes of this Agreement.

#### **D. Contractor's Insurance.**

##### **1. Coverages:**

Contractor shall obtain and maintain during the life of this Agreement all of the following insurance coverages:

(a) Comprehensive General Liability, including premises-operations, products/completed, broad form property damage, and blanket contractual liability with the following coverages: General Liability \$1,000,000 Bodily Injury and Property Damage combined each occurrence and \$2,000,000 aggregate.

(b) Automobile Liability, including owned, hired, and non-owned vehicles: \$1,000,000 combined single limit.

(c) Contractor shall obtain and maintain, during the life of the Agreement, a policy of Professional Errors and Omissions Liability Insurance with policy limits of not less than \$1,000,000 combined single limits, per claim and annual aggregate.

(d) Workers' Compensation insurance in statutory amount. All of the

endorsements which are required above shall be obtained for the policy of Workers' Compensation insurance.

2. Endorsements:

Endorsements shall be obtained so that each policy contains the following three provisions:

(a) Additional Insured. (Not required for Professional Errors and Omissions Liability Insurance or Workers' Compensation.)

"City of Lemon Grove and its elected and appointed boards, officers, agents, and employees are additional insureds with respect to this subject project and contract with City."

(b) Notice.

"Said policy shall not terminate, nor shall it be canceled, until thirty (30) days after written notice is given to City."

(c) Primary Coverage.

"The policy provides primary coverage to City and its elected and appointed boards, officers, agents, and employees. It is not secondary or in any way subordinate to any other insurance or coverage maintained by City."

3. Insurance Certificates:

Contractor shall provide City certificates of insurance showing the insurance coverages described in the paragraphs above, in a form and content approved by City, prior to beginning work under this Agreement.

**E. Notices.**

All notices, billings and payments hereunder shall be in writing and sent to the following addresses:

To City:	City of Lemon Grove 3232 Main Street Lemon Grove, CA 91945
To Contractor:	Sweeping Corp of America 285 Pawnee St., Ste. A San Marcos, CA 92078

**WORKERS' COMPENSATION INSURANCE CERTIFICATE**

Pursuant to Section 1861 of the State Labor Code, each Contractor to whom a public works Agreement has been awarded shall sign the following certificate and shall submit same to the City of Lemon Grove prior to performing any work on the Agreement:

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

\_\_\_\_\_  
Contractor

By: \_\_\_\_\_

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

Section 3700 of the State Labor Code reads in part as follows:

"Every employer except the State shall secure the payment of compensation in one or more of the following ways:

- (a) By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this state.
- (b) By securing from the Director of Industrial Relations a certificate of consent to self-insure, either as an individual employer, or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees."

**\*\*TO BE SUBMITTED WITH EXECUTED AGREEMENT\*\***



**RESPONSE TO LEMON GROVE, CA**  
**REQUEST FOR PROPOSAL - RFP# 2023-03**  
**STREET SWEEPING SERVICES**



**TABLE OF CONTENTS:**

1. Executive Summary
2. Identification of the Respondent
3. Project Organization and Key Personnel
4. Experience, Mechanical and Technical Competence
5. Proposed Method to Accomplish the Work
6. Cost Proposal

**1. Executive Summary**



December 15, 2022

City of Lemon Grove Procurement Department,

Thank you for the opportunity to submit this bid response for the City's Sweeping Services. The enclosed proposal has one overriding goal; *to provide high-caliber, environmentally beneficial sweeping services, exceptional customer service, and measurable economic value to the City of Lemon Grove, CA.*

At SCA, we do the right thing, at the right time, for the right reason, all the time. This is an essential part of our core values that guide us in being the leader in sweeping services coast to coast. By efficiently managing our extensive resources and steadfastly adhering to our core values, we can provide the most economical sweeping services to our customers.

We believe we are the most qualified contractor for this contract because we have a proven track record and have demonstrated solid performance in street sweeping competency with many municipalities, as well as working exclusively with thousands of industrial and commercial customers, most of which have been our clients for many years.

Our fair pricing, demonstrated reliability and professionalism, coupled with our willing and able staff makes awarding to Sweeping Corporation of America a risk-free choice to take over all your street sweeping requirements.

Our proposal contains important information regarding Sweeping Corporation of America (SCA), our capabilities and qualifications to perform the street sweeping work called for in your city. We understand that the City of Lemon Grove, CA is seeking a qualified contractor that will follow the specifications set forth in this RFP and to confirm SCA has years of experience performing this type of work. We are excited about the opportunity to present why SCA is the preferred choice by Municipalities for all of Lemon Grove's Street sweeping requirements.



Being the industry leader, we offer over 70 strategic locations across the United States, covering 21 states, with more than 2,500 professional employees, and a 2,470+ sweeper fleet. SCA is committed to providing our customers with environmental service that reduces stormwater and air pollution to meet NPDES MS4 Permit requirements. Our expansive service footprint, experience, and flexibility, as well as our unrelenting focus on safety and technology, positions SCA to be the premier choice for all of Sandy Springs's power sweeping requirements.

A few important attributes that sets us apart from perceived competition are:

- SCA has the **most modern fleet** in the country
- **Industry-leading safety program** that reduces overall incidents and lost time events
- **US DOT FHWA PM 10 compliant**
- **Verified Sweeping Service™** to confirm work is getting completed, the right way
- **Vigorous preventive maintenance program** to ensure on-time reliable service
- **Minimum 120-inch sweeping path** to maximize sweeping area
- **Dust control systems** to minimize dust
- **Minimum 5 cubic yard hoppers** to minimize unproductive time
- **Backup alarms** for safety
- **100% service guarantee** to ensure customer satisfaction

**The foundation of SCA lies in our dedication to customer service and our team.** Our proven track record for safety, quality and reliability has established a trust with our customers and employees that is unmatched among other power sweeping providers. *Many companies claim dependable service; however, we can prove it.* SCA is very excited about this opportunity and the possibility of a new, long-term partnership with the City of Lemon Grove. If you have any questions regarding our proposal, please do not hesitate to contact Mike Siragusa at 469-265-1373.

Sincerely,

The SCA of CA Team



**2. IDENTIFICATION OF THE RESPONDENT**

**A. LEGAL NAME AND ADDRESS OF COMPANY**

SCA OF CA, LLC

285 PAWNEE STREET, SAN MARCOS, CA 92078

**B. LEGAL FORM OF COMPANY (PARTNERSHIP, CORPORATION, JV)**

LIMITED LIABILITY COMPANY

**C. IF COMPANY IS WHOLLY OWNED OR PARENT COMPANY**

SUBSIDIARY OF SCA ACQUISITIONS, LLC

**D. ADDRESS(ES) OF OFFICE(S) WORKING ON THIS PROJECT**

285 PAWNEESTREET, SAN MARCOS, CA 92078

**E. NAME, TITLE, ADDRESS, AND TELEPHONE NUMBER OF THE CONTACT  
PERSON FOR THE PROPOSAL**

MIKE SIRAGUSA

4141 ROCKSIDE ROAD, SUITE 100, SEVEN HILLS, OH 44131

469-265-1373



### **3. PROJECT ORGANIZATION AND KEY PERSONNEL**

Our employees are the key to our success. With thousands of years of experience, we are confident we have the most experienced staff in the US. Below is an organizational outline of our top leadership as well as our local management that would provide oversight for the City of Lemon Grove:

#### **Matthew Spencer – Chief Executive Officer (Relevant Experience – 20 Years)**

Matt is the Executive Vice President and Chief Operating Officer of SCA. Prior to SCA, Matt held the role of Chief Operating Officer since 2017 of a private equity backed environmental services company and was Senior Vice President of Operations from 2015 to 2017. In this role, he was responsible for environmental, health and safety, training/organizational development, commercial sales, engineering, and fleet procurement for over 90 locations, 1,600 employees and a P & L budget of \$420M. For the 12 years prior, Matt held progressive management positions in safety and operations for the two largest publicly-trade solid waste companies that included Area Safety Manager to General Manager of a \$90M vertically integrated market. Matt has a BS from the University of South Carolina.

NAME	TITLE	ADDRESS	EMAIL	PHONE
Erik Klimiuk	Site Manager	285 Pawnee St. Suite A San Marcos, CA 92078	eklimiuk@sweepingcorp.com	O-760-471-9003 C-619-200-3303
Daniel Camacho	Operations Mgr.	285 Pawnee St. Suite A San Marcos, CA 92078	dcamacho@sweepingcorp.com	O-760-471-9003 C-760-847-1762

Kevin West	Route Supervisor	285 Pawnee St. Suite A San Marcos, CA 92078	kwest@sweepingcorp.com	O-760-471-9003 C-760-877-6000
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Erik Klimiuk Bio	Daniel Camacho Bio	Kevin West Bio
<p>As a site manager, Erik is responsible for the company's operational aspects and financial management. He oversees the day-to-day business functions including internal and external customer service and client relations. He works closely with other departments to ensure SCA's service exceeds customers' expectations. Erik has 10 years' experience in the environmental industry that is strictly correlated to the SCA core values. He also possesses experience working with municipal partners and understands their key components, characteristics, and principles. Erik has a master's degree in law from an EU accredited university and is currently working on his MBA at Eastern University.</p>	<p>Daniel is responsible for overlooking all Operations daily. He handles all calls coming in from the Cities. He has experience in Safety and Quality, CSR, Site Manager, and all day-to-day operations. He works closely with the shop supervisor to ensure the safety and performance of the sweepers. He also has several years' experience and several years in the management of day-to-day operations.</p>	<p>Kevin is Pacific's Supervisor and is responsible for route scheduling, dispatching and field coordination. Kevin receives inquiries from our customers and from the public, resolves service requests and dispatches our team of operators daily. He coordinates and creates time efficient routes and performs live dispatch for emergency services. Kevin is professionally trained in management, supervisory and operations principles and techniques and has been handling our company's operations for over 4 years. He also has 10 years' experience in sweeping. He is also CSO and NAPSA certified.</p>



#### **4. EXPERIENCE, MECHANICAL AND TECHNICAL COMPETENCE**

SCA of CA, LLC has provided Street Sweeping Services to the City of Lemon Grove, CA since 2009 (13 consecutive years). SCA and its legacy companies have over 565 years of sweeping experience based on the number of years since their inception! We pride ourselves as being the most highly trained and experienced sweeping company in the nation and our ability to rise-up to a new challenge is unsurpassed. SCA of CA, LLC currently provides services to approximately 100 Cities in the State of California and 500+ Municipalities Nationwide.

In the City of Chula Vista, SCA of CA, LLC reports work to Public Works Manager Steve Padilla (619- 397-6020 - [stpadilla@chulavistaca.gov](mailto:stpadilla@chulavistaca.gov)). Located at 1800 Maxwell Road, Chula Vista, CA 91911, SCA sweeps 19,500 curb miles per year with CA emission compliant Regenerative Air Sweepers. The cost to The City of Chula Vista is approximately \$318,000/YR.

In the City of El Cajon, CA, SCA performs 8,200 Curb Miles of Street Sweeping. Located at 1050 Vernon Way, El Cajon, CA, 92020, Maintenance Supervisor Aaron Jones (619-441-1732 - [ajones@elcajon.gov](mailto:ajones@elcajon.gov)) oversees SCA's performance utilizing Regenerative Air Street Sweeping machines. The cost to the City of El Cajon is approximately \$409,000/YR.

The Streets & NPDES Operations Supervisor, John Ugrob (760-633-2854 - [jugrob@encinitasca.gov](mailto:jugrob@encinitasca.gov)) in the City of Encinitas (160 Calle Magdalena, Encinitas, CA 92024) oversees SCA's Regenerative Air Sweepers performance of sweeping 9,700 Curb Miles/YR. The cost to The City of Encinitas is approximately \$442,000/YR.

Thomas Romaine (858 704-3684 - [tromaine@delmar.ca.us](mailto:tromaine@delmar.ca.us)) is the Operations Manager for the City of Del Mar, CA's Public Works Division which oversees SCA's Regenerative Air Sweeping of 450 Curb Miles/YR. The Public Works Department, located at 2240



Jimmy Durante Boulevard, Del Mar, CA 92014 currently pays approximately \$41,000/YR for SCA's services.

The City of Lemon Grove demands a high level of service at the most economical rate and as such you need a sweeping company that prides itself in quality, punctuality, reliability, teamwork, integrity, environmental compliance, and efficiency. The dedication and commitment of our employees and managers to these goals, coupled with our strong list of references and cost-effective pricing structure make us a tremendous value for Lemon Grove. No other company can match our value-offer or our presence in your immediate area.

SCA will dedicate the appropriate amount of equipment and personnel, dependent of mileage/frequency chosen by Lemon Grove, CA, to complete all scheduled work in a timely manner. This effort will be overseen by Erik Klimiuk, and Kevin West. All drivers are experienced in DOT and municipal street sweeping.

Daily communication will occur with the City of Lemon Grove's designated representative on the status of each day's route completion. Items that will be conveyed, and not limited to, will be status of monthly sweeping schedule, delays, or changes in route strategy and/or completion, equipment issues and correction action, etc.

Safety is a priority for SCA managers and in an effort to enhance safety, our managers: perform quarterly vehicle inspections, hold formal monthly safety meetings, review driver accident procedures, review spill SOP, have daily safety talks with drivers, review work zone safety guidelines, require personnel to attend annual defensive driving courses, perform Pre/Post trip vehicle file audits, review driver safety rules, perform a quarterly road test with each driver, and perform random audits regarding traffic control. Periodically our insurance company visits our operational facilities for safety inspections. SCA company policy states that if any operational personnel were involved in any type of accident or property damage the employee is to immediately notify their supervisor. SCA management would then contact the person involved to resolve the issue at no cost to



the city and report the details to the appropriate city personnel. In the event SCA is involved in a vehicle accident the location supervisor and corporate safety manager will review and investigate the accident to minimize the chance of reoccurrence.

Our highly trained professional operators, combined with our reliable equipment, ensure we are prepared for any cleaning challenge. We guarantee we will exceed your expectations!



## **5. PROPOSED METHOD TO ACCOMPLISH THE WORK**

We utilize sweepers meeting PM-10 criteria for control of particulate matter. SCA will utilize water for dust suppression. We will not utilize water at a temperature of 40°F or less to avoid icing of the roadway. Sweeping will not occur during heavy rain or during periods of snow or ice.

We realize the need for a timely response to Special Events and Post-Storm situations. This plan is formatted to allow a 2-hour response regardless of the day. Complaints, regardless of the source, will be investigated the same day as notified and corrective measures will be applied within 48 hours. After corrective measures have been taken, the party registering the complaint will be notified of the outcome. All SCA service vehicles display the 1-888-SWEEPING phone number that is monitored 24 hours per day, 7 days per week. This guarantees a swift response to any inquiry, concern, or complaint.

SCA will furnish daily reports to Lemon Grove, CA (by 10:00 AM) reflecting route (from/to, location specific), personnel, equipment, hours worked and dump tickets from debris disposal for the previous day.



We realize the need for a timely response to emergency and non-emergency situations. This plan is formatted to allow a one-hour response during normal working hours (Sunday – Thursday 8PM to 5AM and Monday-Friday 7am to 4pm) and a two-hour response during non-working hours regardless of the day.

Established in 1988, SCA was founded in Nashville, Tennessee with the vision of partnering with Municipalities and Departments of Transportation (DOTs) to sweep their highways, streets, and roadway systems. Today, we service over 500 municipalities across the country.

To enhance equipment visibility and the safety of the traveling public all SCA sweepers and follow trucks include the following: backup camera, a 360-degree rotating beacon on the front of the vehicle, LED marker and taillights, work lights, reflective tape, multiple strobe lights, and slow-moving vehicle signs. SCA Regenerative air sweepers are equipped with ICC bumpers to provide under ride protection and utilize a crash attenuator (alpha 1000 or equal) for all sweeping operations that occur between dusk and dawn. Our mechanical broom sweepers and follow trucks possess a “48 X 96” Class C LED arrow board on the rear of the machine. Additionally, SCA follow trucks include a 62 MPH truck mounted attenuator for use on higher speed roads. SCA meets or exceeds all MUTCD guidelines for traffic control & safety.

SCA operational personnel are furnished with all personal protective equipment such as first aid kit, gloves, safety glasses, dust masks, safety vests, flashlights, 10lb. fire extinguisher, etc. required for the performance of their duties. All company vehicles carry a copy of our Sweeper Equipment Fluid Release SOP and our Hazardous Material Spill Response Kits and Reporting SOP. These items are reviewed with operational personnel at each location on a regular basis.

SCA of CA's sweeping plan also allows for historical tracking of debris volume and enables the pinpoint targeting via frequency adjustments to high-volume areas of debris.



This plan includes training and follow up for all team members in disposing of collected street sweeping waste at appropriate certified landfills. All supporting documents (dump tickets) will be provided to Lemon Grove, CA as part of the daily reporting process if requested.

SCA will task the Operations Supervisor or the designated representative member of Site Management to inspect a minimum of 10% of the work performed and schedule any needed corrections within 48 hours. Our quality goal is to remove 100% of the debris considered normal day to day buildup and this plan will allow for the completion of the sweep cycle and allowing additional shifts to correct any audit deficiencies. Follow up sweeping resulting from an audit deficiency will be performed at no cost to Lemon Grove. In the event of ongoing contract deficiencies SCA will submit a Corrective Action Plan to Lemon Grove, CA with targeted scope and date/time completion goals.

**6. COST PROPOSAL.**

**Exhibit D**

**Cost Proposal**

The cost estimate is for street and parking lot sweeping for the City of Lemon Grove

Type	Mile	Frequency	Monthly Rate	Annual Rate
Commercial	8.10	2 x month	\$1,161.54	\$13,938.48
Residential	36.09	1 x month	\$2,587.65	\$31,051.84

Type	SF	Frequency	Monthly Rate	Annual Rate
Parking lot	116.3000	1 x month	\$523.35	\$6,280.20

Type	Lump Sum	Frequency	Monthly Rate	Annual Rate
Phone Calls	1	Estimated 30/month	\$150.00	\$1,800.00

Proposer shall provide monthly and annual cost proposal for sweeping commercial and residential streets, monthly and annual costs for sweeping City parking lots, and monthly and annual costs for responding to citizen inquiries.

Note: Miles listed above and in Exhibit B are segment lengths, not curb miles. Commercial streets are highlighted and noted in Exhibit B – Street Sweeping Spread Sheets.

**Cost Proposal Values in Written Form**

Commercial – Monthly Rate = One Thousand Sixty-One Dollars and Fifty-Four Cents  
 Commercial – Annual Rate = Thirteen Thousand Nine Hundred Thirty-Eight Dollars and Forty-Eight Cents

Residential – Monthly Rate = Two Thousand Five Hundred Eighty-Seven Dollars and Sixty-Five Cents  
 Residential – Annual Rate = Thirty-One Thousand Fifty-One Dollars and Eighty-Four Cents

Parking Lot – Monthly Rate = Five Hundred Twenty-Three Dollars and Thirty-Five Cents  
 Parking Lot – Annual Rate = Six Thousand Two Hundred Eighty Dollars and Twenty Cents

Phone Calls – Monthly Rate = One Hundred Fifty Dollars and Zero Cents  
 Phone Calls – Annual Rate = One Thousand Eight Hundred Dollars and Zero Cents

**PROPOSAL FORMS**

To the City of Lemon Grove, herein called the "City" for Street Sweeping Services to be provided to said City:

Pursuant to and in compliance with the Request for Proposals (RFP) and in accordance with the Specifications contained herein, the undersigned proposing Contractor, having become familiarized with the terms of the agreement, plans, specifications, and addenda, hereby proposes and agrees to perform, within the time stipulated, the agreement, including all of its component parts, and everything required to be performed, all in strict conformity with the plans and specifications and other agreement documents, including all addenda for the sums set for the sites listed herein;

It is understood and agreed that the agreement amount includes all appurtenant expenses, taxes, royalties, and fees. In the case of discrepancies between numbers of the bid amount and the words stating the amount, the words shall govern over numbers:

IN COMPLIANCE with the Notice, Specifications, and special provisions hereinbefore stipulated, the undersigned, with full comprehension thereof, hereby proposes to perform the entire work for the prices set forth below upon which award of Agreement is made;

Work not identified in the agreement will be billed on a time and materials basis using the same standard hourly rate (which shall include labor, vehicle use, tools and equipment, overhead and profit). For the purpose of proposal evaluation, proposing Contractors shall enter on the two proposal tables the hourly rates as requested.

Bidder: SCA of CA, LLC  
Signature:   
Print Name: Erin Quinn  
Date: 12/13/2022

**NON-COLLUSION AFFIDAVIT**

To the City Council, City of Lemon Grove, California:

The undersigned in submitting a proposal for performing the following work by Agreement, being duly sworn, deposes and says:

That he/she has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive proposing in connection with such Agreement, for:

**Street Sweeping Services**

Business Name: SCA of CA, LLC  
Business Address: 285 Pawnee Street, Ste A,  
San Marcos, CA 92078

Signature of Proposer: 

Place of Residence: 12700 Lake Avenue, #402,  
Lakewood, OH 44107

Subscribed and sworn before me this 13th day of December, 2022.

  
Notary Public in and for the County of Cuyahoga  
, State of Ohio

My commission expires 11/9/24

(This affidavit shall be executed by the successful Proposer in accordance with instructions in the Federal Requirements, but Proposer may execute the affidavit on this page at the time of submitting proposal.)



**SIGNATURE SHEET**

Proposer agrees that his or her proposal shall remain open and not be withdrawn for a period of ninety (90) days from the deadline submittal. Proposer also agrees that if they are the successful bidder he or she will sign and return the Agreement within ten (10) working days after receipt of Notice of Award along with the certificates of insurance and endorsements and other certifications as required under the Agreement Documents. Failure to complete all information may render your proposal non-responsive [\*\*\*Indicate not applicable ("N/A") where appropriate. \*\*\*]

Name of Proposer/ Company: SCA of CA, LLC

Address: 285 Pawnee Street, Ste A, San Marcos, CA 92078

Telephone No.: ( 216 ) 777-2750 Facsimile No.: ( 216 ) 260-2339

Email: Bids@sweepingcorp.com

State of California  
Contractor's License No. N/A Classifications(s) N/A

Expiration Date: N/A

Type of Firm (select one):  Individual  Partnership  Corporation  M/WBE  
 Incorporated  Traded  Sole Owner  Other

Department of Industrial Relations Registration Number: PW-LR-1000880302

SSN or Federal ID Number: 86-1931812

Receipt of Addenda: # 1 #     #     #     is hereby acknowledged.

    Initials

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

DATE: 12/13/2022 SIGNATURE: 

PRINTED NAME: Erin Quinn TITLE: Secretary

### REFERENCES

Agency Name Reference Name / Title / Address / Phone / Email	Contract Amount	Start & Finish Dates of Contract	Brief Description of Services
City of Chula Vista Steve Padilla - stpadilla@chulavistaca.gov 619-397-6020 Public Works Manager 1800 Maxwell Road, Chula Vista, CA 91911	\$318,000/YR	Current	Street Sweeping, Power washing
City of El Cajon Aaron Jones - ajones@elcajon.gov 619-441-1732 Maintenance Supervisor 1050 Vernon Way, El Cajon, CA, 92020	\$409,000/YR	Current	Street Sweeping, Power washing
City of Encinitas John Ugrob - jugrob@encinitasca.gov 760-633-2854 Streets & NPDES Operations Superintendent 160 Calle Magdalena, Encinitas, CA 92024	\$442,068/YR	Current	Street Sweeping, Power washing
City of Del Mar Thomas Romaine - tromaine@delmar.ca.us 858 704-3684 Operations Manager, Public Works 2240 Jimmy Durante Boulevard, Del Mar, CA 92014	\$41,000/YR	Current	Street Sweeping, Power washing

## SUBCONTRACTOR LIST

If all work is to be done without Sub-Contractors, write "none" here: None

Name under which Sub-Contractor is Licensed	Class/License Number	Address of Office or Shop and Telephone No.	Type of Work Sub-Contractor Will Do

### 1. Suppliers

Name of Supplier	Address & Telephone No.	Type of Material

**FEE SCHEDULE**

Type	Unit	Frequency	Monthly Rate	Annual Rate
Commercial	8.1 miles	2 x month	\$1,161.54	\$13,938.48
Residential	36.09 miles	1 x month	\$2,587.65	\$31,051.84
Parking Lots	116,300 SF	1 x month	\$523.35	\$6,280.20
Phone Calls	Lump Sum	Est. 30/month	\$150.00	\$1,800.00
Total			\$4,422.54	\$53,070.48

Note: Miles listed above are segment lengths, not curb miles.

**CITY OF LEMON GROVE  
REQUEST FOR PROPOSAL**

**Street Sweeping Services**



**Contract No. 2023-03**

**Proposals Due  
10:00 a.m. – December 15, 2022**

**Table of Contents**

**SECTION I.....3**  
REQUEST FOR PROPOSALS .....3

**SECTION II.....5**  
GENERAL TERMS AND CONDITIONS.....5

**SECTION III.....15**  
CONTRACTOR RESPONSIBILITIES .....15

**SECTION IV .....18**  
PURPOSE AND TECHNICAL SPECIFICATIONS .....18

**SECTION V .....25**  
PROPOSAL SUBMISSION REQUIREMENTS AND FIRM SELECTION.....25

**SECTION VI .....29**  
FORMS TO BE SUBMITTED BY PROPOSER .....29

PROPOSAL FORMS ..... **Error! Bookmark not defined.**30

NON-COLLUSION AFFIDAVIT .....31

SIGNATURE SHEET .....32

REFERENCES .....33

**Exhibit A..... 35**  
Street Sweeping Map.....35

**Exhibit B.....36**  
Street Sweeping Spread Sheets .....36

**Exhibit C.....44**  
Parking Lot Sweeping .....44

**Exhibit D.....45**  
Cost Proposal.....45

**APPENDIX A.....47**  
SAMPLE AGREEMENT .....47

*GUARANTY*.....57

*WORKERS' COMPENSATION INSURANCE CERTIFICATE* .....58

## SECTION I

### REQUEST FOR PROPOSALS

Notice is hereby given that the City of Lemon Grove, California will accept sealed proposals until **10:00 a.m. on Thursday, December 15, 2022**. Proposals shall be submitted Ed Walton, City Engineer, Public Works Department, 3232 Main Street, Lemon Grove, CA 91945. Proposals shall be submitted in plain, sealed envelopes, marked on the outside with the project title:

**City of Lemon Grove  
Street Sweeping Services  
Contract No. 2023-03**

**Background and Project Purpose:** The City of Lemon Grove, a general law city of 3.8 square miles, is located directly east of the City of San Diego adjacent to State Route 94. The City's population is currently just over 27,000. Forecasts indicate that by the year 2030 the population will increase to approximately 30,000. The proposal shall be for street sweeping the City streets (curb to curb) and City maintained parking lots.

The specifications contained herein are designed to establish an effective, efficient, and safe system of street cleaning and power washing that provides for the following intended purposes:

- Establish and maintain a continuous level of cleanliness of City streets and parking lots in order to assure protection of the environment as well as the health, safety, and welfare of the community.
- Increase the collection of sediment, particulate, debris, and any other materials on the street to prevent them from entering the storm drain system and watershed to the maximum extent practicable.
- Clean City streets in a systematic and coordinated manner that compliments solid waste collection and other City services, by a routine system that will improve the current street cleaning practices.

Utilization of a reliable sweeping schedule and route map

**Project Description:** This Request for Proposals ("RFP") is being issued by the City of Lemon Grove (the "City"). The City is seeking a qualified Contractor to provide street sweeping services in support of the Public Works Department. Skilled labor and equipment will be necessary to render sweeping services for streets, center islands/medians, centerlines, and parking lots. At all intersections, the Contractor shall sweep the cross gutter and curb return in a manner that eliminates all "diamond" patterns of debris. Parking is not currently restricted for street sweeping purposes. The Contractor shall sweep around any vehicle on the City streets in a safe manner.

Proposals will be evaluated on the basis of experience and ability to perform, including, but not limited to, experience and history of the firm, as well as upon the amount proposed. The award of the Contract, if made, will be made to the proposer, who in the sole discretion

of the City is best able to perform the Contract in a manner most beneficial to the City. The City reserves the right, after opening proposals, to reject any or all proposals, to accept or reject any one or more items of a proposal, to waive any informality in the proposal, and to accept any proposal or portion of it.

**Standard Contract Length:** The length of this Contract shall be for one year beginning on February 1, 2023 through January 31, 2024. The Contract may be extended for a total of four (4) separate one-year term extensions. The maximum length of the Contract can be up to five (5) years. The option to renew may be by mutual agreement between the City and the selected Contractor. Award of the Contract and any Contract extensions are subject to City Council appropriation of funds. Each renewal period, the Contractor's costs shall be adjusted based on the change in the previous two calendar year's Consumer Price Index for the San Diego area (All Urban Consumers CPI-U) or 5%, whichever is less.

City of Lemon Grove

---

Ed Walton, City Engineer

---

Date

## SECTION II

### GENERAL TERMS AND CONDITIONS

1. **Request for Proposal (RFP) Document Wording:** Notwithstanding the wording of this Request for Proposal, the words “bid” and “bidder” shall mean the same as “proposal” and “proposing Contractor,” respectively.
2. **Acceptance or Rejection of Proposals:** City of Lemon Grove reserves the right to reject any or all proposals for any or all items or to waive any irregularities in the proposal or Request for Proposal process. The determination of the City as to what constitutes an irregularity shall be final and conclusive.
3. **Addenda:** If any person contemplating submitting a proposal for the Contract is in doubt as to the true meaning of any part of the specifications, or other Contract documents, or finds discrepancies in or omissions from the specifications, they may submit to the City a written request for an interpretation or correction thereof. The person submitting the request will be responsible for its prompt delivery. Any interpretation or correction of the Contract documents will be made only by addendum. **No oral interpretation of any provision in the Contract documents will be made to any proposing Contractor.**

Receipt of any addendum to the proposal shall be acknowledged by signing and returning the addendum with the proposal. The acknowledgment must accompany the proposal.

4. **Correspondence and Additional Information:** All correspondence and questions about the RFP, including technical and Contract questions, shall be directed to:

Ed Walton, City Engineer  
**Street Sweeping Services, Contract No. 2023-03**  
3232 Main Street  
Lemon Grove, CA 91945  
Phone: (619) 825-3821  
Email: [ewalton@lemongrove.ca.gov](mailto:ewalton@lemongrove.ca.gov)

Proposing Contractors are cautioned that any statements made by City staff that materially changes any portion of the RFP shall not be relied upon unless subsequently ratified by a formal written addendum to the RFP document.

5. **Schedule of Events:**

RFP Published	November 14, 2022
Last Day for Question Submittals	December 1, 2022
City Response to Questions	December 8, 2022
Proposals Due	December 15, 2022
City Council Meeting	January 17, 2023

6. **Delivery of Proposals:** All proposals must be received by the City by 10:00 a.m. on December 15, 2022 at 3232 Main Street, Lemon Grove, CA 91945. Responses received after this date/time will not be considered. Postmarked date will not constitute timely

delivery. Proposers are solely responsible for ensuring timely receipt of their responses.

The proposal packet must contain all the required forms, as provided in **Item 12 of Section II**.

7. **Selection of Contractor and Award of Contract:** The Contract, if awarded, will be awarded to the proposing Contractor who, in the sole discretion of the City, is determined to be best able to perform the Contract in a manner most beneficial to the City. The selection will be based on relevant experience and a pricing schedule that is deemed by the City to be most advantageous.

**Proposal Acceptance Period:** Any proposal submitted as a result of the solicitation shall be binding on the proposing Contractor for sixty (60) calendar days following the proposal opening date. Any proposal for which the proposing Contractor specifies a shorter acceptance period may be rejected.

**Execution of Contract:** The successful proposer will be required to enter into a Contract, see Appendix A. Please review this Contract document carefully and note in your proposal any exceptions or alterations to the Contract that you are requesting. Alterations or changes to the Contract that were not included in the proposal will not be considered after the selection of the Contractor. This also includes alterations, exceptions, or changes to the insurance and indemnity provisions referenced within the proposal. By requiring these requests to be made up front, the City can compare all respondents on an equal basis and take Contract exceptions into consideration in the selection process.

The Contract shall be signed by the selected Contractor and returned, together with insurance policies and certificates of insurance, within ten (10) days, excluding Sundays and legal holidays, after the Notice of Award of Contract has been mailed. Failure to execute the Contract, supply certificates of insurance, and copies of license forms as required within ten (10) calendar days after the Notice of Award of the Contract has been mailed, shall be just cause for annulment of the Award.

The award, if made, will be made within sixty (60) calendar days after the proposal opening.

8. **Proposing Contractors:** Proposing Contractors shall consist of those persons or firms meeting the necessary qualifications to perform the services as specified.
9. **Proposing Contractor Certification:** The proposing Contractor agrees that submission of a signed proposal form is certification that proposing Contractor will accept an award made to it as a result of the submission.
10. **Proposal Documents:** The technical specifications, the selected proposal, supporting data, and addenda shall become a part of the executed Contract. The City has no obligation to accept any omissions or exceptions. In the event of a conflict between documents, the following order of precedence shall apply:

- a. City of Lemon Grove Service Agreement
- b. Request for Proposal
- c. Proposer's Response

All proposing Contractors shall be responsible for familiarizing themselves with the conditions and requirements of the proposal prior to submitting one including any and all appendices.

11. **Required Forms.** Proposal prices must be in figures on the Fee Schedule forms and in writing. Proposals must be prepared in ink or typewritten and signed by the proposing Contractor. All proposing Contractors shall be responsible for familiarizing themselves with the conditions and requirements of the proposals prior to its submittal. All blanks in this proposal shall be filled in. Insert "No" or "N/A" [Not Applicable] on those lines where the proposing Contractor is not considering. **All proposal amounts shall be represented in written words and in figures. Should there be a conflict between the written words and the figures, the written words shall prevail.** Prior to proposal opening, corrections may be inserted; however, changes must be initialed in ink by the person signing the original proposal or by his authorized representative. In cases where the total proposal amount does not equal the unit prices multiplied by the quantities indicated, the unit prices shall govern.

Proposals shall specify the name or legal entity of the company and/or fictitious name under which business is conducted. Proposals must be submitted under the correct name of the company and signed by an authorized representative of the firm.

**Required Proposal Forms** (See Section VI – Forms to be Submitted by Proposer):

- a. Fee Proposal Letter (executive summary)
- b. Proposal Form Identification of respondent
- c. Non-Collusion Affidavit
- d. Signature Sheet
- e. References
- f. SubContractor/Supplier List

12. **Proposal Withdrawal:** A proposing Contractor may withdraw a proposal **prior** to the time set for the opening of proposals by simply making a request in writing to the City.
13. **Collusion Among Proposing Contractors:** Each proposing Contractor, by submitting a proposal, certifies that he/she is not a party to any collusive action, fraud, or any action that may be in violation of the Sherman Antitrust Act. The proposing Contractor certifies that they have not offered or received any kickbacks or inducements from any other proposing Contractor, supplier, manufacturer, or subcontractor in connection with the proposal and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value. Any or all proposals shall be rejected if there is any reason for believing the collusion exists among the proposing Contractors. City of Lemon Grove may or may not, at its discretion, accept future proposals for the same work from participants in such collusion.

More than one proposal from an individual, firm, partnership, corporation, or association under the same or different names may be rejected. Reasonable grounds for believing that a proposing Contractor has interest in more than one proposal for the work being proposed may result in rejection of all proposals in which the proposing Contractor is believed to have interest.

Certification of Independent Price Determination: The proposing Contractor certifies that the prices submitted in response to the solicitation have been arrived at independently and without any consultation, communication, or agreement with any other proposing Contractor or competitor relating to those prices, the intention to submit a proposal, or the methods or factors used to calculate the prices proposal.

14. **Debarment**: By submitting a proposal, the proposing Contractor certifies, under penalty of perjury, that neither it, nor any person associated with it in the capacity of owner, partner, director, officer, or manager (1) are currently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from submitting proposals for Contracts issued by any City or political subdivision or agency of the State of California or the Federal Government; (2) have (within the three (3) year period preceding the submission of the proposal) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or Contract under a public transaction, violation of federal or state antitrust statutes, or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (3) are presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with the commission of any of the offenses described in clause (2), above; and (4) have (within the three (3) year period preceding the submission of the proposal) had one or more public transaction (federal, state, or local) terminated for cause or default.
15. **Errors in Extension**: If the unit price and the extension price are at variance, the unit price shall prevail.
16. **Evidence of Responsibility**: Upon request of the City, a proposing Contractor whose proposal is under consideration for the award of the Contract shall submit promptly to the City satisfactory evidence showing the proposing Contractor's financial resources, experience in similar type work, and organizational resources available for performance of the Contract.
17. **Examination of Contract Documents**: Proposing Contractors shall thoroughly examine, be familiar with the specifications, and verify any representations made by the City upon which the proposer will rely. The failure or omission of any proposer to examine any Contract document, form, instrument, addendum or other document, or to acquaint themselves with conditions therein existing, shall in no way relieve any proposer from obligations with respect to their proposal or to the Contract. The submission of a proposal shall be taken as prima facie evidence of compliance with this section.
18. **Exceptions**: Proposing Contractors taking exception to any part or section of the solicitation shall indicate such exceptions on the proposal form. Failure to indicate any exception will be interpreted as the proposing Contractor's intent to comply fully with the

requirements as written. Conditional or qualified proposals, unless specifically allowed, shall be subject to rejection in whole or in part.

Incorporated into this RFP is a copy of the City of Lemon Grove Service Agreement. Please review this document carefully and note in your proposal any exceptions or alterations to the Contract that you are requesting. Alterations or changes to the Contract that were not included in the proposal will not be considered after the selection of the Contractor. This includes alterations, exceptions, or changes to the insurance and indemnity provisions. By requiring these requests to be made up front, the City can compare all respondents on an equal basis and take Contract exceptions into consideration in the selection process.

19. **Expenses Incurred in Preparing Proposals:** City Lemon Grove accepts no responsibility for any expense incurred by the proposing Contractor in the preparation and presentation of a proposal. Such expenses shall be borne exclusively by the proposing Contractor.
20. **Insurance:** The selected Contractor must furnish the City with proof of insurance. Notice of insurance cancellation shall be made to the City Clerk, in writing, 30 days prior to cancellation or material changes in insurance coverage.

**Coverage:** Contractor shall obtain and maintain during the life of the Contract all of the following insurance coverage:

- Comprehensive General Liability***, including premises-operations, products/completed, broad form property damage, and blanket Contractual liability with the following coverages:
  - \$1,000,000 per person/per occurrence
  - \$2,000,000 aggregate per occurrence
  - \$ 500,000 property damage per occurrence
- Automobile Liability***, including owned, hired, and non-owned vehicles with the following insurance coverages:
  - \$1,000,000 combined single limit
- Workers' Compensation***, in statutory amount. All of the endorsements that are required above shall be obtained for the policy of Workers' Compensation insurance.

**Endorsements:** Endorsements shall be obtained so that each policy contains the following three provisions:

- Additional Insured.*** (Not required for Professional and Omissions Liability Insurance or Workers' Compensation.)

The City must be named as an "Additional Insured" on the policy. **The Additional Insured Endorsement is generally a separate endorsement form and rarely is it acceptable to name the City as "Additional Insured" only on the face of the Insurance Certificate. A Blanket Endorsement**

**authorized by the Insurance Carrier is acceptable, but we still need the form on file.** The preferred language for the Endorsement form is: *“City of Lemon Grove and its elected and appointed boards, officers, agents, and employees are additional insured’s with respect to this subject property and Contract with City.”*

- ☒ **Notice.** *“Said policy shall not terminate, nor shall it be canceled until thirty (30) days after written notice is given to City.”*
- ☒ **Primary Coverage.** *“The policy provides primary coverage to City and its elected and appointed boards, officers, agents, and employees. It is not secondary or in any way subordinate to any other insurance or coverage maintained by City.”*

**Insurance Certificates:** Contractor shall provide City certificates of insurance showing the insurance coverages described in the paragraphs above, in a form and content approved by City, prior to beginning work under the Contract. (Refer to the Insurance Code of the State of California.) The issuing company:

- (a) Shall be an "admitted surety" or an insurance company listed by the State Insurance Commissioner; and
- (b) Shall have a rating in the latest Best's Rating Guide of "A-" or better and Class VI or better; or be "treasury listed" for the size of risk to be undertaken.

21. **Length of Contract:** The length of this Contract shall be for one (1) years, beginning on February 1, 2023 through January 31, 2024. The Contract may be extended with a total of four (4) separate one-year term extensions. Each extension will be dependent on the appropriation of funds by the City Council. The maximum length of the Contract can be up to five (5) years. (The length of the Contract may vary depending upon the award of Contract and the availability of Contractor to provide all necessary bonding, insurance, and documentation to start work.) **The start date may vary depending upon the date of the City Council’s acceptance of the new Contractor.**

22. **Contract Renewal:** The option to renew may be by mutual Contract between the City and the selected Contractor. Contract extensions are also subject to City Council appropriation of funds. Each renewal period, the Contractor's costs shall be adjusted based on the change in the previous calendar year’s Consumer Price Index for the San Diego (All Urban Consumers CPI-U) or 5% whichever is less. The first adjustment would occur no earlier than January 31, 2024, and would be based on the change in the San Diego area Consumer Price Index for the previous calendar year.

23. **Qualifications of Proposing Contractors:** The proposing Contractor may be required before the award of Contract to show to the complete satisfaction of the Director of Public Works that it has the necessary qualifications, and ability to provide the service(s) specified therein in a satisfactory manner. City may make reasonable investigations deemed necessary and proper to determine the ability of the proposing Contractor to perform the work, and the proposing Contractor shall furnish to the City all information for this purpose.

24. **Antitrust:** By entering into a Contract, the selected Contractor conveys, sells, assigns, and transfers to the City of Lemon Grove all rights, titles, and interest it may now have or hereafter acquire under the antitrust laws of the United States and the State of California that relate to the particular goods or services purchased or acquired by the City under said Contract.
25. **Applicable Law:** The Contract shall be governed in all respects by the laws of the State of California, and any litigation with respect thereto shall be brought in the courts of the State of California. The Contractor shall comply with applicable federal, state, and local laws and regulations.
26. **Assignment:** The selected Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of any award or any or all of its rights, title, or interest therein, without the prior written consent of the Director of Public Works.
27. **Certificates and Licenses:** The individual or firm must be licensed by the Contractors State License Board (CSLB) to perform general contractor services. Contractor must possess and maintain a valid State of California General Engineering (A) or a State of California Building Contractor License (B) during the term of the Contract. Licenses and certificates required for this Contract include, but are not limited to:
- a. City of Lemon Grove business license;
  - b. State of California General Engineering (A) or State of California Building Contractor License (B)
  - c. Other permits or licenses to complete the work
28. **Change in the Scope of Work:** The City of Lemon Grove may order changes in the work consisting of additions, deletions, or other revisions within the general scope of the Contract. No claims may be made by the selected Contractor that the scope of the project or of the Contractor's services has been changed, requiring changes to the amount of compensation to the Contractor or other adjustments to the Contract, unless such changes or adjustments have been made by written agreement to the Contract signed by the City and the selected Contractor.

If the selected Contractor believes that any particular work is not within the scope of the project, is a material change, or will otherwise require more compensation to the Contractor, the selected Contractor must immediately notify the Director of Public Works, in writing of this belief. If the Director believes that the particular work is within the scope of the Contract as written, the selected Contractor will be ordered to and shall continue with the work as changed and at the cost stated for the work within the scope. The City may add new facilities to this Contract, as it desires.

29. **Extra Work:** All extra work is to be approved by the City Public Works Director before the work is performed. In no event will extra work be paid for without proper authorization. Work not identified in the Contract will be billed on a time and materials basis using the same standard hourly rate (which shall include labor, vehicle use, tools and equipment, overhead and profit). For the purpose of proposal evaluation, proposing Contractors shall enter on the Proposal Tables the hourly rates for the requested

categories.

30. **Failure to Deliver:** In the event of failure of the selected Contractor to deliver services in accordance with the Contract terms and conditions, the City Lemon Grove, after due **oral or written** notice, may procure the services from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. *This remedy may be in addition to any other remedies that the City of Lemon Grove may have.*
31. **Failure to Enforce:** Failure by the City at any time to enforce the provisions of the Contract shall **not** be construed as a waiver of any such provision. Such failure to enforce shall not affect the validity of the Contract or any part thereof or the right of the City of Lemon Grove to enforce any provision at any time in accordance with its terms.
32. **Force Majeure Clause:** The parties to the Contract shall be excused from performance during the time and to the extent that they are prevented from obtaining, delivering or performing by act of God, fire, strike, loss, shortage of public transportation facilities, walkout or commandeering of materials, products, or facilities by the government provided that the nonperformance is not due to the fault of neglect of the Contractor/supplier. In such cases, however, satisfactory evidence thereof must be presented.
33. **Indemnification:** The selected Contractor shall act as an independent Contractor and will not be an agent or employee of the City. Contractor shall not represent or otherwise hold out itself or any of its subcontractors, sub-subcontractors, directors, officers, partners, employees, or agents to be an agent or employee of the City.

City and its elected and appointed boards, officials, officers, agents, employees and volunteers (individually and collectively, "Indemnitees") shall have no liability to Contractor or any other person for, and Contractor shall indemnify, defend, protect and hold harmless Indemnitees from and against, any and all liabilities, claims, actions, causes of action, proceedings, suits, damages, judgments, liens, levies, costs and expenses of whatever nature, including reasonable attorneys' fees and disbursements (collectively "Claims"), which Indemnitees may suffer or incur or to which Indemnitees may become subject by reason of or arising out of any injury to or death of any person(s), damage to property, loss of use of property, economic loss or otherwise occurring as a result of or allegedly caused by Contractor's use of the City's property or Contractor's performance under this Agreement.

If any action or proceeding is brought against Indemnitees by reason of any of the matters against which Contractor has agreed to indemnify Indemnitees as provided above, Contractor, upon notice from City, shall defend Indemnitees at Contractor's expense by counsel acceptable to City, such acceptance not to be unreasonably withheld. Indemnitees need not have first paid for any of the matters to which Indemnitees are entitled to indemnification in order to be so indemnified. The insurance required to be maintained by Contractor under Section II, Item 20 shall ensure Contractor's obligations under this section, but the limits of such insurance shall not limit the liability of Contractor hereunder. Contractor shall, upon receipt of written notice of any Claim, promptly take all action necessary to make a claim under any applicable insurance policy or policies

Contractor is carrying and maintaining; however, if Contractor fails to take such action as is necessary to make a claim under any such insurance policy, Contractor shall reimburse City for any and all costs, charges, expenses, damages and liabilities incurred by City in making any claim on behalf of Contractor under any insurance policy or policies required. The provisions of this section shall survive the expiration or earlier termination of this Agreement. The provisions of this section do not apply to Claims occurring as a result of this City's sole negligence or willful acts or omissions. The parties agree to cooperate fully in the resolution of any claims for such liability, loss or damage.

34. **Assumption of Risk:** Except for injuries to persons caused by the willful misconduct of any Indemnitee and not covered by insurance maintained, or required by this Agreement to be maintained, by Contractor: (a) Contractor shall assume the risk of any and all injury and damage to the personnel (including death) and property of Contractor that occurs in the course of, or in connection with, the performance of Contractor's obligations under this Agreement; and (b) Contractor agrees that the Indemnitees are not to be liable for injury or damage which may be sustained by the person, goods or property of Contractor or its employees in connection with Contractor's performance its obligations under this Agreement.
35. **Liquidated Damages: Work Not Performed or Work Performed in an Unsatisfactory Manner** - In the event the selected Contractor is prevented from completing the work as scheduled because of reasons other than emergency circumstances (which will be reviewed by the Director of Public Works to determine validity), the selected Contractor, in addition to **not being paid for the unperformed work** will be assessed damages in the amount of **100%** of the value of the work not performed, according to the schedule of prices agreed upon.
36. **Repairs:** All damages or alterations to City property resulting from the performance of work under these specifications during the term of agreement shall be repaired or replaced immediately and in kind, to the satisfaction of the Director of Public Works and at no cost to the City. Repairs, replacements not completed to the satisfaction of the Director shall be deducted from the agreement payment to cover costs.
37. **Security and Safety:** All employees of the Contractor shall be screened using previous work records for ability, reliability, and eligibility. Complete employee records are to be maintained by the Contractor on each individual employed by the Contractor.

Only regularly assigned employees or crews shall perform work on City premises during authorized hours.

38. **Oral Statements:** No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this Agreement. All modifications to the Agreement must be made in writing by the City of Lemon Grove.
39. **Payment Terms:** Unless otherwise indicated in the proposal form, payment terms will be net thirty (30) days. The City will pay the Contractor within thirty (30) days after the receipt of a correct invoice. Each invoice must include, but is not limited to, lists of each location(s), address, type of service, date of service, cost of labor, cost of equipment and parts, and total cost. Each service must be included as a separate line item on the

invoice. All other charges will be invoiced separately.

40. **Right of Setoff:** Whenever, under the Agreement, any sum of money shall be recoverable from or payable by the selected Contractor to the City of Lemon Grove, the same amount may be deducted from any sum due to the Contractor under the Agreement or under any other Agreement between the Contractor and the City of Lemon Grove. The rights of the City are in addition and without prejudice to any other right the City may have to claim the amount of any loss or damage suffered by the City on account of acts or omissions of the Contractor.
41. **Suspension or Termination Without Cause:** The City may at any time, for any reason, with or without cause, suspend or terminate this agreement, or any portion hereof, by serving upon the selected Contractor at least ten (10) working days prior written notice with cause or sixty (60) days without cause. If the City suspends or terminates a portion of this agreement, such suspension or termination shall not make void or invalidate the remainder of this agreement.

In the event this agreement is terminated pursuant to this section, the City shall pay the Contractor for services rendered up to the time of termination. Upon termination of the agreement pursuant to this section, the Contractor shall submit the final invoice to the City within ten (10) working days of the last date of work performed

42. **Prevailing Rate:** The City has determined this is a non-prevailing wage project

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## SECTION III

### CONTRACTOR RESPONSIBILITIES

Contractor agrees to perform general maintenance as required by City. Contractor shall provide the necessary qualified personnel to perform the services described below.

1. **Duties of Contractor:** During the term of this Agreement, the selected Contractor shall perform all work as described in the technical specifications and the following:
  - a. Ensure that all Contractor employees are properly trained prior to start of Agreement and each year thereafter, at such time as new hazards are introduced on the job, or when new employees are added to the roster.
  - b. Conform to all applicable Cal-OSHA, DOT, and EPA regulations, including Cal-OSHA's Hazard Communications Standard.
  - c. Conform to all other applicable Federal, State, and Local regulations.
2. **Contractor Personnel:** The Contractor's staff, including sub-contractors, shall:
  - a. Wear professional attire that clearly identifies the company they work for. Clothing and other accessories (hat, mask, etc.) shall be work-place appropriate.
  - b. Be properly licensed to operate the equipment.
  - c. Be knowledgeable of safety regulations as they relate to maintenance services and traffic control.
  - d. Have the mechanical ability and training to make required operator adjustments to the equipment being used.
  - e. Have the ability to operate and maintain equipment in accordance with the manufacturer's recommendations.

The City of Lemon Grove shall, throughout the life of the Agreement, have the right of reasonable rejection and approval of staff or subcontractors assigned to the work by the selected Contractor. If the City reasonably rejects staff or subcontractors, the selected Contractor must provide replacement staff or subcontractors satisfactory to the City of Lemon Grove. The day-to-day supervision and control of the selected Contractor's employees and subcontractors is the sole responsibility of the selected Contractor. Further, the Contractor shall be responsible for running background checks of their employees through the DOJ at their own costs and maintaining their staff's list of who has received a background check.

3. **Subcontractors:** Contractor shall not assign, transfer, or enter into any subcontract under this agreement, nor any part thereof, without first obtaining the written consent of the Director of Public Works. If Contractor is permitted to subcontract any part of this Agreement, Contractor shall be responsible to City for the acts and omissions of its subcontractor as it is for persons directly employed. Nothing contained in this Agreement shall create any contractual relationship between any subcontractor and City. All persons engaged in the work shall be considered employees of Contractor. The City shall deal directly with and shall make all payments to Contractor.

4. **Company Representative / Local Office:** The selected Contractor shall maintain a local office within the County of San Diego.

The selected Contractor shall have a competent representative available during working hours that can make authoritative decisions and to discuss matters pertaining to the Agreement. At all times during the term of this Agreement, the Contractor shall provide the City with a twenty-four (24) hour/day, seven (7) days/week emergency phone number. An answering service is not acceptable, except when forwarding oral complaints (which shall be followed by written notice). Within two (2) hours after an emergency call is made requesting the Contractor to perform emergency services, the Contractor shall have a competent representative on site to commence the required service.

A valid/active e-mail address that is monitored twenty-four (24) hours per day, seven (7) days per week shall be required to receive written notices and authorizations for emergency services.

5. **Invoices:** The selected Contractor shall maintain written records of personnel and their work assignments. These shall include hours worked (time in/time out), facility assignment(s), and any work-related accidents, etc.
6. **Productive Man-hours:** The determination of the total daily productive man-hour requirements for the performance of all services herein is the sole responsibility of the Contractor. It is of the utmost importance that the Contractor utilizes skilled and productive manpower in order to satisfactorily furnish the required level of service specified in this solicitation. Failure on the part of the Contractor to utilize skilled and productive manpower may produce unsatisfactory results, which may cause the Director of Public Works to make adjustments to the Contractor's monthly invoice(s) for unsatisfactory or omitted work.
7. **Quality Control:** The selected Contractor shall institute and maintain throughout the Agreement period a properly documented quality control program designed to ensure that the services are provided at all times and in all respects in accordance with the Agreement. The program shall include providing daily supervision and conducting frequent inspections of the Contractor's staff and ensuring that accurate records are maintained describing the disposition of all complaints. The records so created shall be open to inspection by the City and made available upon request.
8. **Supervision:** The contractor agrees that its performance of each of the provisions of this agreement shall be to the standards set by City's Director of Public Works to ensure cleanliness, health, and sanitation in the sweeping of streets and disposal of all sweepings within City. Contractor shall faithfully and regularly remove such sweepings in accordance with provisions of this agreement unless it is modified in writing. All work shall be done in a thorough and professional manner in accordance with generally accepted good practices in the street sweeping industry. The Contractor

shall designate the Operations Manager as the principle contact, and an alternate (other than the Principal/Owner of the Company), to be available daily during street sweeping hours, and as well as to be available daily during off-hours for emergencies.

(remainder of the page left blank intentionally)

## SECTION IV

### PURPOSE AND TECHNICAL SPECIFICATIONS

1. **Purpose:** The purpose of this Agreement is to provide comprehensive street sweeping services for streets, center islands/medians, centerlines, and parking lots. The City proposes to contract with a service agency that is proactive in their work standards and can meet the qualifications set forth in this proposal package.
2. **Technical Specifications:** The Contractor shall:
  - a. Provide to City, at all times, (1) fully operational street sweeping vehicle and (1) fully operational back-up sweeper as outlined in this agreement unless written approval from the Director has been obtained. Furthermore, Contractor shall have a reserve operator in case the primary driver becomes ill or is incapacitated for any reason. **A penalty of \$100 will be assessed for each day a sweeping route is not completed due to equipment failure.**
  - b. Notify City of any deviation to the schedule, including the change of sweeper operator(s), and/or equipment changes.
  - c. Provide copies of valid commercial driver's licenses for all operators assigned to City, whether permanently or temporarily assigned to City.
  - d. Assign Contractor's Operations Manager as primary contact between and with City Contract Administrator, or City designee.
  - e. Furnish, at Contractor's own expense, all labor, equipment, and materials necessary, and shall sweep all paved, public streets in accordance with the area Lemon Grove Street Sweeping map and Street Sweeping spreadsheets attached hereto. The sweeping process shall include removal and disposal of all accumulated debris (e.g., all solids and liquids collected in the street sweeper(s)). The regularly scheduled street sweeping shall be adhered to by Contractor unless deviation therefrom is authorized by the Director of Public Works, or the Director's designee. Sweeping shall be completed according to schedule and shall not be interrupted unless approved by the Director in writing, except in emergencies, inclement weather, or holidays by one day. Contractor shall notify City should Contractor have an emergency, and the Director shall determine whether Contractor is released of completing a daily route based on the nature of the emergency. The City has the authority to interrupt scheduled service should City have an emergency.
  - f. Assume liability for damages arising out of the operation of sweeping streets within City, including but not limited to, debris thrown into/onto private property, running over traffic counting tubes that are clearly delineated, or any other property damage resulting from operations.

3. **Equipment:** The quality and quantity of the equipment used by Contractor for the sweeping of streets shall be sufficient to perform the work required herein, and a minimum of one (1) primary sweeper and (1) back-up sweeper shall be provided. **The primary sweeper shall be less than two (2) years old and the backup sweeper shall be no more than four (4) years old.** Periodically, aging equipment must be brought back to this standard per mutual agreement. The Contractor's equipment and equipment service records, including warranty repair, shall be subject to periodic inspection by City. Should warranty work be undocumented by warrantor, Contractor shall notify the City of scheduled or unscheduled warranty repairs and log the warranty work within Contractor records. **Scheduled or unscheduled equipment maintenance and/or repairs shall be noticed to City immediately, with anticipated date and time of equipment return. Copies of all equipment repair work shall be sent to the Director of Public Works within 5 days of repair(s).**

Requirements:

- a. The type of equipment used by the contractor shall be consistent with the highest current standards in the industry. Vehicles and equipment used to perform the services provided for herein, shall be modern, clean, and maintained in good mechanical conditions and to the satisfaction of the City at all time.
- b. The Contractor shall provide each year the Make, Model, and Year of sweeper equipment to be used in City by submitting Department of Motor Vehicle registration copies to the Director.
- c. The specific equipment to be used shall be a regenerative air sweeper with dual gutter brooms and a minimum hopper capacity of five (5) cubic yards. During inclement weather, mechanical broom or approved equivalent sweepers may be required by the City to sweep the City streets rather than the regenerative air sweeper as deemed necessary. All sweeping equipment used by Contractor shall have the same curb mile cost.
- d. No scheduled route during daily service shall be interrupted or deviated from for service either outside the City limits or inside the City limits, unless authorized in writing by the Director of Public Works. The sweepers shall have in large markings the name of the Contractor, "Under Contract with the City of Lemon Grove" either painted or permanently affixed to both sweepers.
- e. All equipment shall be equipped in accordance with State law. The flashing light shall meet the following requirements:
  - i. Visible for a minimum of one mile
  - ii. Flash 60-90 times per minute

- iii. Mounted for 360 degree visibility
- iv. Equipped with an amber lens

An arrow board, approved by the Director of Public Works, shall be mounted on the back of all equipment.

- f. All street sweepers shall be equipped with:
  - i. Adequate water systems for dust control. Water meters for each specific equipment type shall be issued by Helix Water District. Contractor shall coordinate the issuance and meter readings and payments with Helix Water District.
  - ii. Automatic vehicle location device (vehicle location and management system [e.g., GPS]), and any associated software programs, which will report all street sweeping activity. This device shall be placed on all sweeping equipment at the Contractor's cost, including monthly monitoring charges. The associated software shall be provided at no cost to the City. Should any device fail, or need repair, the Contractor shall immediately report that the GPS is inoperative to City.
- g. Brushes and brooms shall be maintained in proper condition and shall be replaced as recommended by the manufacturer, or when pick-up ability becomes impaired. The Contractor shall immediately report mechanical breakdowns to City. Adequate support equipment shall be available, including debris transfer vehicles, pickup trucks, service trucks, tire trucks, and any other item of equipment necessary to provide sweeping services as described within this agreement.
- h. The Contractor shall immediately clean any street sweeping vehicle fluid leaks using all appropriate dry cleaning methods and properly dispose of products afterwards. Operator shall carry a spill kit and be properly trained on how to clean spills.
- i. Manufacturer's Equipment Specifications are to be included within the proposal. All equipment, including support equipment, to be used by Contractor shall be listed as a part of the detailed inventory to support the Contractor's qualifications. Manufacturer's Equipment Specifications shall be mailed or emailed to City whenever new equipment is added to the Contractor's inventory.
- j. The City shall have the option of performing a complete inspection of all vehicles at any time throughout the term of the Agreement. If any vehicle is inspected and it is determined by the Director of Public Works, or the Director's designee, that it does not meet standards City deems necessary to fulfill the Agreement or to operate safely, City may require such vehicle(s) be brought to standard (whether by

need of repair or use of certified equipment as required by Federal, State, or local law) before being placed back in service. Any vehicular accidents involving sweepers assigned to City must be reported in writing within 24 hours of said accident to City.

4. **Standards of Performance:** Street sweeping shall be performed in accordance with accepted standards for Municipal Street cleaning. When necessary for proper cleaning, Contractor shall make more than one pass on a street, without extra charge. Streets with raised medians (commercial and residential) shall have their curb-gutter perimeter swept, including turnouts. Street grade striped medians shall be swept in their entirety. All deposits within intersections shall be removed as part of the sweeping operations. Contractor shall immediately respond when notified by City to re-sweep unsatisfactory areas at no additional charge.

The equipment operator shall maintain a log listing the locations of roadways that cannot be adequately swept because of obstructions such as low hanging limbs or vehicles parked on City streets for extended periods of time. The Contractor shall report these locations, by address, to City's Director of Public Works, or designee, within 48 hours. (Deductions may be made from the Contractor's payments for areas not swept due to obstructions that were not reported to City within the time allowed.)

Overnight parking of equipment, leaving unattended debris and staging of materials on City streets or on City owned property will not be permitted, unless prior written authorization is received from the City.

5. **Accident Procedure:** All accidents, regardless of how minor, involving another person, private property, or vehicle, shall be reported immediately to the County of San Diego's Sheriff's Department and a report requested. The City's Public Works Department shall also be contacted within 24 hours.
6. **Laws and Regulations:** The Contractor acknowledges that it is charged with notice and knowledge of all of the provisions of all Federal, State, County, and City laws, ordinances, and regulations affecting the sweeping of streets and disposal of sweepings, and Contractor agrees to observe all of the terms of all applicable laws and ordinances that may hereafter be in effect, and all amendments thereto, and agrees to observe such reasonable regulation not in conflict with this agreement as may be enacted by the City's City Council.
7. **Sweeping Equipment Safety:** The sweeping equipment shall not travel in excess of the manufacturer's recommended sweeping rate or ten (10) miles per hour when sweeping any street, whichever is less. The Contractor's street sweeper operators shall maintain good safety and driving records, and use extreme caution during street sweeping.

8. **Disposal of Debris:** The Contractor will dispose all refuse/debris collected within City at the EDCO transfer station located at 8184 Commercial Street, La Mesa, CA 91941. The Contractor is responsible for coordinating the sweeping schedule to ensure the status of the transfer station (i.e. opened or closed) will not prohibit adherence with the City's street sweeping schedule.
9. **Compensation:** Contractor shall be paid per curb mile swept as full compensation for regularly scheduled street sweeping of all existing streets. The Contractor shall be paid only for the actual curb miles swept. This compensation includes the removal and disposal of all accumulated debris.
- a. Each curb mile added to or subtracted from the schedule during the effectual Agreement shall be calculated at the curb mile sweep cost and the Agreement price adjusted accordingly.
  - b. Streets that are to be permanently removed from, or added to, the sweeping schedule shall require written notification by the City.
  - c. The City shall pay Contractor a sum determined per the current fee schedule per hour for any and all additional street sweeping service requested by the City and performed by Contractor, excluding requested re-sweeps. The hours of sweep time to be paid shall include the Contractor's travel time.
  - d. Contractor shall provide a daily report or access to an online reporting system and a monthly bill to the Director of Public Works, or designee, listing GPS records to permit auditing of sweeping mileage, water usage, and quantity spoils.
  - e. Loss of Revenue: Failure of Contractor to complete sweeping zones, except on holidays or inclement weather, or lack of fulfilling any portion of this agreement, shall result in a deduction from payment otherwise due the Contractor for each incomplete sweep day. Deductions shall be calculated based on curb mile cost for incomplete zones, or pro rata cost of equipment for monthly services (e.g., GPS units installed and used), unless otherwise determined by the Director as justifiably excused. Contractor shall notify City, either by phone or in writing immediately, when GPS unit(s) is not functioning and/or being serviced for deduction waiver.
10. **Scheduling:**
- a. **Hours of Operations:** Contractor shall perform this work at such time as to minimize disturbance or interference to residents, and pedestrian or vehicle circulation. Working hours shall be 7:00 a.m. to 4:30 p.m., Monday through Friday, excluding recognized holidays. The Downtown routes are to be swept between 4:00 a.m. and 6:00 a.m. Deviation from these hours will not be permitted without the prior consent of the Director or designee.

- b. **Sweeping Schedule:** The sweeping schedule shall be approved by City and coordinated to follow refuse collection days (EDCO is the City's trash purveyor). Each proposal shall incorporate or propose an acceptable schedule based on EDCO's solid waste pick up schedule. The Contractor may be required to do early morning sweeping on certain major streets if approved by the Director of Public Works; however, NO sweeping of residential streets, or streets immediately adjacent to residential areas, shall be allowed prior to 7:00 a.m. or later than 4:30 p.m. However, subject to City approval, the Contractor shall arrange residential sweeping routes to sweep areas adjacent to schools during times of least traffic and parked cars (i.e. early morning).
- c. **Inclement Weather:** The Director of Public Works, or designee, shall be the sole authority for canceling scheduled street sweeping due to inclement weather. Operator is required to be prepared to operate street sweeper unless notified by City or designee. During inclement weather, a two-hour standby period between 7:00 a.m. and 9:00 a.m. shall be observed before a scheduled residential or commercial sweep will be canceled.

When inclement weather, in City's opinion, prevents adherence to the regular sweeping schedule for two or fewer days in a given week, the sweeping of areas so affected by the inclement weather shall be swept within the following one week period from the date of the scheduled sweeping, without interruption of the regular sweeping schedule. The Contractor shall perform all extra work required by such inclement weather without additional charge to City.

- d. **Holiday Operations:** There shall be no work on weekends or on the holidays of:
 

New Year's Day	Martin Luther King Day
President's Day	Memorial Day
Independence Day	Labor Day
Veteran's Day	Thanksgiving
Day after Thanksgiving	Christmas

Deviation from these hours will not be permitted without the prior consent of the Director, except for emergencies involving immediate hazard to persons or property.

- e. **Additional Requests:** In addition to the daily work required hereunder, the Director of Public Works, or the authorized designee may request additional sweeping services. The Contractor, as provider of sweeping services for City, shall be required to provide these street sweeping services. The Director of Public Works, or the Director's designee, shall request Special Sweeping with 48-hour notice. The 48-hour noticing requirement shall be exempt, should the Director or the Director's designee determine that the Special Sweeping is an emergency, and required for public health and safety. In cases of an emergency, Contractor is to provide service within

two (2) hours of notification by City. Contractor shall provide name and phone number of contract supervisor for after-hour emergency sweeps. Billing for emergency sweeps shall be based on an hourly rate bid item with travel time included.

- f. **Re-sweeps:** Re-sweeps are those required by the Contractor when, after inspection by the City, are deemed by the City, in its sole discretion, not to meet stated performance standards, or when a street or section has been missed during the regularly scheduled street sweeping. Re-sweeps shall be completed at no additional cost to the City and at the sole expense of the Contractor.
  - i. Responses to residential re-sweeps shall be within the same day area/route is swept or at a day and time as stipulated by the City, after being notified by the City.
  - ii. Contractor shall notify the City when any re-sweeps are completed so City staff may inspect and verify the work.
  
- g. **Extra Effort:** While street sweeping shall normally consist of a single pass over an area, the Contractor shall make additional passes or such extra effort as may be required to adequately clean the street. Heavy debris such as accumulated silt, compacted dirt, leaves and similar debris shall be removed by the sweeper unless the removal cannot be accomplished without damage to the equipment or inflict personal injury. Extra effort shall be required when street debris is moved by the sweeper to an area outside the normal sweeping path along the curb line, at intersections and cross drains. Extra effort shall be required when sweeping equipment leaves a dirt/silt smear in its swept pathway. Extra effort will be strictly enforced during and after windy conditions and storm weather. The cost of any extra effort shall be included in the contract cost.

**11. Complaints/Inquiries:** The contractor shall respond to all customer inquiries. The City plans to publish the Contractors contact information for inquiries. The Contractor shall provide to the City a phone number that citizens can call for information regarding street sweeping. Inquiries shall be responded to within 48 hours. It is anticipated that the Contractor can expect around 30 calls per month.

## SECTION V

### PROPOSAL SUBMISSION REQUIREMENTS AND FIRM SELECTION

1. **Overview:** To be considered responsive to this RFP, proposer must submit their proposal in the format identified in this section. All requirements and questions in the RFP must be addressed and all requested information must be provided. The City reserves the right to request additional information that, in the City's opinion, is necessary to assure that the proposer's competence, qualified personnel, business organization, are adequate to perform the project successful. To ensure the fair and accurate consideration of all submissions, proposals must contain the following information.
2. **Preparation:** Proposals should be prepared in such a way as to provide a straightforward, concise delineation of capabilities to satisfy the requirements of this RFP. Responses should emphasize the proper's demonstrated capability to perform work of this type. All proposals shall be submitted on standard 8.5" by 11" paper. Expensive bindings, colored displays, promotional materials, etc. are not necessary. Emphasis should be on completeness and clarity of content.
3. **Format and Content:** Proposals shall adhere to the following format for organization and content. Proposals must be divided into the individual section listed below and must be indexed and tabbed. The proposal should follow the order specified below:
  1. **Executive Summary:** Include a 1-2 page overview of the proposal describing its most important elements.
  2. **Identification of the Respondent**
    - A. Legal name and address of company.
    - B. Legal form of company (partnership, corporation, joint venture, etc.). If joint venture, identify the members of the joint venture and provide all information required within this section for each member.
    - C. If company is wholly-owned subsidiary of "parent company."
    - D. Address(es) of office(s) working on this project.
    - E. Name, title, address, and telephone number of the contact person for the proposal.
  3. **Project Organization and Key Personnel:** Describe proposed project organization. Include identification and responsibilities for key personnel. Indicate the extent of the commitment of key personnel for the duration of the project. Provide an indication of the staffing level for the project. Provide detailed description of the experience of the respondent's project team, including the team's project manager, and other key staff members, on projects of similar type, and size. For each similar project, include the client's name, contact person, and telephone number.
  4. **Experience, Mechanical and Technical Competence:** Describe the

respondent's experience in completing similar services with the name of the agency, name of the project manager, telephone number, e-mail address, and associated service costs. Services currently being performed may be submitted as similar experiences. Special attention should be made to list the current equipment used, how it is serviced, and the Contractor's knowledge of Federal and State Laws that impact street sweeping and power washing services.

5. Proposed Method to Accomplish the Work: Special attention should be given to presenting the Contractor's vision for efficiently and effectively sweeping and power washing the City including equipment proposed to be used.

6. Cost Proposal: Provide an estimate of the total cost for services, as listed in **Exhibit D**.

**3. Evaluation Process:** A review committee will evaluate all proposals received. The City shall not be obligated to accept the lowest priced proposal, but the City may make award(s) in the best interests of the City after all factors are considered. Submittals that do not meet the requirement or deadline will not be considered. The review committee will rank the proposals and then may arrange for on-site interviews with staff if necessary. The City reserves the right to request additional information or materials from bidding parties if necessary, to determine a winning proposals. Likewise, the City reserves the right to accept or reject any or all proposals, or to alter the selection process in any way, to postpone the selection process for its own convenience at any time, and to waive an informality in the proposals. The recommended proposal(s) will be submitted to the City Council for agreement approval.

Proposals will not be publically opened. All detailed cost estimates ("cost proposals") and evaluation related to costs will be kept strictly confidential throughout the evaluation, negotiation and selection process. Only the members of the Evaluation Team and City Officials, employees and agents having a legitimate interest will be provided access to the cost proposals and cost evaluations results during this period

**4. Evaluation Criteria:** The City encourages cooperative, creative, innovative and efficient approaches in proposals. The importance of these characteristics will be formally recognized in the evaluation of consultant responses. Responses which propose modifications or alternatives to the tasks, products and schedules identified in the Scope of Work section that the Contractor believes better accomplish the objectives of this project are welcome. Proposals from Contractor teams are also encouraged, when cooperative work will improve the quality of results.

Proposals will be evaluated according to the following criteria:

<b>Criteria</b>	<b>Weighted Factor</b>
Qualifications of Contracting Firm	25%
Cost & budget of proposal	25%
References and Prior Work History	20%
Quality and thoroughness of the proposal	10%
Proposed Method to Accomplish the Work	20%

- 5. Interviews:** In the event the City decides that interviews are necessary, proposers who are finalists will be notified as promptly as possible. Each interview will consist of a question and answer session of approximately 45 min. to 1 hour. Notice of confirmation of the interview date/time will be given by telephone or in writing. Attendance at any such interview will be at the Proposers' expense.
- 6. Selection:** The review committee comprised of City staff and/or designees appointed by the Director of Public Works will review and score the proposals, based on the selection criteria. Each evaluator will assign a point score for a subject area based on their review of the proposal materials provided. Scores given by the individual evaluators will be averaged and totaled to arrive at a final point score the category area. The highest ranked proposals will be identified, and the review committee will make a recommendation for award. All submitters will be notified of the results within sixty (60) days after the close of the request for proposal period.
- 7. Business Certificate:** The successful Proposer that is awarded the agreement will be required to obtain a Lemon Grove business license. Information on obtaining a business license can be found at the following link:

<https://www.lemongrove.ca.gov/business/business-licenses>

## **8. Contact Information**

The City of Lemon Grove looks forward to receiving a proposal from your firm. All questions relating to the RFP may be directed to:

Ed Walton, City Engineer  
Email: [ewalton@lemongrove.ca.gov](mailto:ewalton@lemongrove.ca.gov)  
Phone: (619) 825-3821

The City reserves the right to revise the RFP prior to the date the proposals are due. Revisions shall be mailed, emailed, or faxed all RFP holders.

The RFP does not commit the City of Lemon Grove to award a contract or to pay any costs incurred in the presentation of a proposal in response to this request. The City of Lemon Grove reserves the right to accept or reject any or all proposals received as a result of this request, to negotiate with any qualified source, or to cancel in part

or in its entirety this RFP if it is determined to be in the best interest of the City of Lemon Grove.

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## **SECTION VI**

### **REQUIRED PROPOSAL FORMS**

FEE PROPOSAL LETTER – An executive summary of the proposal describing the most important elements shall be submitted with the proposal. This should be 1-2 pages.

(remainder of this page left blank intentionally)

## PROPOSAL FORMS

To the City of Lemon Grove, herein called the "City" for **Street Sweeping Services** to be provided to said City:

Pursuant to and in compliance with the Request for Proposals (RFP) and in accordance with the Specifications contained herein, the undersigned proposing Contractor, having become familiarized with the terms of the agreement, plans, specifications, and addenda, hereby proposes and agrees to perform, within the time stipulated, the agreement, including all of its component parts, and everything required to be performed, all in strict conformity with the plans and specifications and other agreement documents, including all addenda for the sums set for the sites listed herein;

It is understood and agreed that the agreement amount includes all appurtenant expenses, taxes, royalties, and fees. In the case of discrepancies between numbers of the bid amount and the words stating the amount, the words shall govern over numbers:

IN COMPLIANCE with the Notice, Specifications, and special provisions hereinbefore stipulated, the undersigned, with full comprehension thereof, hereby proposes to perform the entire work for the prices set forth below upon which award of Agreement is made;

Work not identified in the agreement will be billed on a time and materials basis using the same standard hourly rate (which shall include labor, vehicle use, tools and equipment, overhead and profit). For the purpose of proposal evaluation, proposing Contractors shall enter on the two proposal tables the hourly rates as requested.

Bidder: \_\_\_\_\_

Signature: \_\_\_\_\_

Print  
Name: \_\_\_\_\_

Date: \_\_\_\_\_

**NON-COLLUSION AFFIDAVIT**

To the City Council, City of Lemon Grove, California:

The undersigned in submitting a proposal for performing the following work by Agreement, being duly sworn, deposes and says:

That he/she has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive proposing in connection with such Agreement, for:

**Street Sweeping Services**

Business Name: \_\_\_\_\_

Business Address: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Signature of Proposer: \_\_\_\_\_

Place of Residence: \_\_\_\_\_

\_\_\_\_\_

Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Notary Public in and for the County of

\_\_\_\_\_, State of California

My commission expires \_\_\_\_\_.

(This affidavit shall be executed by the successful Proposer in accordance with instructions in the Federal Requirements, but Proposer may execute the affidavit on this page at the time of submitting proposal.)

**SIGNATURE SHEET**

Proposer agrees that his or her proposal shall remain open and not be withdrawn for a period of ninety (90) days from the deadline submittal. Proposer also agrees that if they are the successful bidder he or she will sign and return the Agreement within ten (10) working days after receipt of Notice of Award along with the certificates of insurance and endorsements and other certifications as required under the Agreement Documents. Failure to complete all information may render your proposal non-responsive [\*\*\*Indicate not applicable ("N/A") where appropriate. \*\*\*]

Name of Proposer/ Company:  
\_\_\_\_\_

Address:  
\_\_\_\_\_

Telephone No.: (\_\_\_\_\_) \_\_\_\_\_ Facsimile No.: (\_\_\_\_\_) \_\_\_\_\_

Email: \_\_\_\_\_

State of California  
Contractor's License No. \_\_\_\_\_ Classifications(s) \_\_\_\_\_

Expiration Date: \_\_\_\_\_

Type of Firm (select one):  Individual  Partnership  Corporation  M/WBE  
 Incorporated  Traded  Sole Owner  Other

Department of Industrial Relations Registration Number: \_\_\_\_\_

SSN or Federal ID Number: \_\_\_\_\_

Receipt of Addenda: # \_\_\_\_\_ # \_\_\_\_\_ # \_\_\_\_\_ # \_\_\_\_\_ is hereby acknowledged.

\_\_\_\_\_ Initials

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

DATE: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

**REFERENCES**

<b>Agency Name Reference Name / Title / Address / Phone / Email</b>	<b>Contract Amount</b>	<b>Start &amp; Finish Dates of Contract</b>	<b>Brief Description of Services</b>

## SUBCONTRACTOR LIST

If all work is to be done without Sub-Contractors, write "none" here: \_\_\_\_\_

Name under which Sub-Contractor is Licensed	Class/License Number	Address of Office or Shop and Telephone No.	Type of Work Sub-Contractor Will Do

### 1. Suppliers

Name of Supplier	Address & Telephone No.	Type of Material

Exhibit A

Street Sweeping Map

# Street Sweeping Map

City of Lemon Grove  
October 25, 2022



Google Earth  
roadway

## Exhibit B

# Street Sweeping Spread Sheets

Street Name	Begin	Limits to	End	Segment Length (miles)	Special Notes
Acacia Street	Golden Avenue		South End	0.12	
Alan Court	Elkhorn Street		North Cul-de-sac	0.03	
Alberdi Drive	San Altos Place		El Prado Avenue	0.06	
Alton Drive	Glencoe Drive		Debco Drive	0.61	
Amber Place	Jayna Place		West cul-de-sac	0.07	
Angelus Avenue	Di Marino Street		Canton Road	0.37	
Avalon Way	Tangelos Place		San Altos Place	0.18	
Barton Drive	Ensenada Street		Englewood Drive	0.17	
Berry Street	Mt. Vernon Street		Cabernet Way	0.42	
Berryland Court	San Pasqual Street		North Cul-de-sac	0.13	
Beryl Street	Main Street		Bonita Street	0.21	
Beth Place	Rosemary Lane		South cul-de-sac	0.03	
Blossom Hill Court	Siegle Drive		East cul-de-sac	0.03	
Blossom Hill Drive	Siegle Drive		Craig Court	0.21	
Blossom Hill Lane	Ildica Street		Sweetwater Road	0.38	
Blue Lake Court	Gold Lake Road		East cul-de-sac	0.03	
Bonita Street	San Miguel		El Prado Avenue	0.61	
<b>Broadway</b>	<b>Federal Boulevard</b>		<b>Fairway Drive</b>	<b>2.29</b>	<b>Commercial 4 lane; median/turn lane</b>
Brock Court	Myra Street		East cul-de-sac	0.06	
Brunel Court	New Jersey Avenue		West cul-de-sac	0.05	
Buena Vista Avenue	North Avenue		Main Street	0.87	
Burnell Avenue	Cypress Avenue		Main Street	0.1	
Cabernet Way	Sonoma Lane		Berry Street	0.06	
Calle Entre	Primera Street		La Corta Street	0.05	
Calle Norte	Camino de Las Palmas		West cul-de-sac	0.05	
Calle Sur	Camino de Las Palmas		West cul-de-sac	0.05	
Cameron Drive	Canton Drive		Osage Drive	0.13	

Street Name	Limits		Segment Length (miles)	Special Notes
	Begin	to End		
Camino de Las Palmas	Troy Street	Ildica Street	0.57	
Canton Drive	Washington Street	Lemon Grove Avenue	0.96	
Casa Lane	Florine Drive	West cul-de-sac	0.13	
Cedral Place	West cul-de-sac	East cul-de-sac	0.12	
Central Avenue	Massachusetts Avenue	School Lane	0.77	
Cinderella Place	Cinderella Way	Washington Street	0.05	
Cinderella Way	North cul-de-sac	South cul-de-sac	0.07	
Citronella Avenue	Palm Street	Lincoln Street	0.24	
Citronica Lane	North Avenue	South cul-de-sac	0.07	
Citrus Street	North Avenue	Central Avenue	0.36	
College Avenue	Federal Boulevard	College Grove Place	0.22	4 lane; median & turn lanes
Corona Street	Ida Street	Southern end	0.2	
Costada Court	North cul-de-sac	South cul-de-sac	0.12	
Craig Court	Blossom Hill Drive	North Cul-de-sac	0.03	
Cypress Avenue	Lemon Grove Avenue	Mt. Vernon	0.2	No sweeping east Mt. Vernon
Dain Drive	Elkhorn Street	East cul-de-sac	0.37	
Dain Court	Elkhorn Street	North Cul-de-sac	0.05	
Dartmoor Drive	69th Street	North Cul-de-sac	0.39	
Daventry Street	69th Street	Dartmoor	0.12	
Davidson Avenue	Buena Vista Avenue	West cul-de-sac	0.11	
Daytona Drive	Citrus Street	New Jersey Avenue	0.24	
Debco Drive	Alton Drive	Mt. Vernon	0.2	
Deborah Place	Longdale Drive	Longdale Drive	0.12	
Denstone Place	Daventry Street	Dartmoor Drive	0.14	
Deville Drive	Watwood Road	Larwood Road	0.05	
Di Foss Street	Mazer Street	Mt. Vernon	0.12	
Drew Lane	San Miguel	North Cul-de-sac	0.18	

Street Name	Limits		Segment Length (miles)	Special Notes
	Begin	to End		
Drexel Court	Drexel Drive	East cul-de-sac	0.08	
Drexel Drive	Blossom Lane	Canton Drive	0.09	
Edding Drive	Mt. Vernon Street	North Cul-de-sac	0.1	
El Dora Street	Alton Drive	Canton Drive	0.58	
El Prado	Alberdi Drive	Mt. Vernon	1.17	
El Verde Court	Ildica Street	South cul-de-sac	0.03	
Elkhorn Street	Siegie Drive	Dain Drive	0.14	
Englewood Drive	Canton Drive	Alton Drive	0.39	
Ensenada Street	El Dora Street	Alton Drive	0.61	
Federal Boulevard	Mallard Street	Broadway	1.25	Commercial - center turn lane
Florine Drive	Central Avenue	Westview Place	0.15	
Glebe Road	Mt. Vernon Street	Fisher Lane	0.4	
Glencoe Drive	Jamacha Road	Canton	0.45	
Gold Lake Road	Mt. Vernon Street	North Cul-de-sac	0.2	
Golden Avenue	Washington Street	Lemon Grove Avenue	0.42	
Golden Grove Place	Lincoln Street	South cul-de-sac	0.1	
Green Lake Court	Gold Lake Road	East cul-de-sac	0.04	
Grove Street	Broadway	Riviera Drive	0.36	center turn lane & bike lanes
Hardy Drive	Mt. Vernon Street	Palm Street	0.19	
Harris Street	North Avenue	Broadway	0.12	
Hill Top Drive	Lemon Grove Way	Cascio Court	0.14	
Ida Street	Corona Street	East cul-de-sac	0.05	
Ildica Street	Blossom Lane	Maria Court	0.38	
Jadam Way	Dain Court	East cul-de-sac	0.07	
Java Lane	Sarawak Drive	North Cul-de-sac	0.05	
Jaynia Place	San Miguel	Cedral Place	0.09	
Jefferson Street	Washington Street	Dennis Lane	0.07	
Kempf Street	Broadway	Lincoln Street	0.32	center turn lane & bike lanes

Street Name	Limits		Segment Length (miles)	Special Notes
	Begin	to End		
La Corta Circle	La Corta Street	La Corta Street	0.27	
La Corta Street	La Corta Circle	Calle Entre	0.6	
La Puerta Place	Costada Court	El Prado Avenue	0.04	
Larwood Road	DiMarino Street	Woodrow Avenue	0.41	
Lawford Court	Lawford Street	North Cul-de-sac	0.02	
Lawford Street	Noble Street	Locke Place	0.08	
Lebaun Drive	Blossom Lane	Sarawak Drive	0.04	
Lemon Avenue	Buena Vista Avenue	Olive Street	0.12	
Lemon Grove Avenue	Viewcrest Drive	North Avenue	2.15	Commercial - 4 lane w/ median and bike lane
Lemon Lane	Roy Street	North Cul-de-sac	0.08	
Lemonwood Lane	Mercury Drive	West cul-de-sac	0.13	
Lerma's Court	Berry Street	West cul-de-sac	0.06	
Lincoln Place	Jamacha Road	Zemco Drive	0.17	
Lincoln Street	Lemon Grove Avenue	Washington Street	0.44	
Locke Place	Fairhaven Street	North Cul-de-sac	0.05	
Long Lake Court	Gold Lake Road	East cul-de-sac	0.04	
Longdale Drive	Citronella Avenue	East cul-de-sac	0.36	
Lyndine Street	Alton Drive	Mazer Street	0.06	
Madera Street	69th Street	San Pasqual Street	0.7	
Main Street	Broadway	Mt. Vernon	0.8	
Massachusetts Avenue	Waite Drive	Broadway	0.24	Commercial - 4 lane w/ median-turn pockets
Massachusetts Avenue	Broadway	Lemon Grove Avenue	1.46	Commercial - 2 lane w/turn lane & bike path
Mazer Street	Lyndine Street	Chatswood Drive	0.11	
McKnight Drive	San Pasqual Street	Mt. Vernon	0.27	
Meadow Lane	Roy Street	North Cul-de-sac	0.08	

Street Name	Limits		Segment Length (miles)	Special Notes
	Begin	to End		
Mercury Drive	Rosemary Lane	Lemonwood Lane	0.15	
Monrose Street	Alton Drive	Mazer Street	0.06	
Mt. Vernon Street	Cypress Avenue	Lawton Drive	0.73	
Myra Street	Palm Street	Longdale Drive	0.09	
New Jersey Avenue	San Miguel	Brunei Court	0.2	
Nichals Street	Dayton	Englewood Drive	0.4	
Nida Place	Palm Street	South cul-de-sac	0.09	
Nina Road	San Miguel	South cul-de-sac	0.1	
North Avenue	West Street	Grove Street	0.63	
Olive Street	San Miguel	North End	0.72	
Orando Drive	Broadway Avenue	Avalon Way	0.07	
Pacific Avenue	Main Street	Vista Avenue	0.61	
Palm Street	Lemon Grove Avenue	Sweetwater Road	1.03	Continuous turn lane, bike lanes
Patero Court	El Prado Avenue	North Cul-de-sac	0.03	
Placentia Street	El Prado Avenue	San Altos Place	0.05	
Plata Court	Primera Street	East cul-de-sac	0.03	
Primera Street	Massachusetts Avenue	Calle Entre	0.58	
Ramon Street	Madera Street	San Altos Place	0.25	
Robbie Way	Debco Drive	West cul-de-sac	0.08	
Rosemary Lane	Pergl Street	East cul-de-sac	0.34	
Roy Street	Kempf Street	Meadow Lane	0.42	
Russan Lane	Berry Street	North Cul-de-sac	0.08	
San Altos Place	Avalon Way	Massachusetts Avenue	0.66	
San Miguel Avenue	Federal Boulevard	Lemon Grove Avenue	1.45	
San Pasqual Street	Madera Street	Main Street	0.25	
Sanford Drive	Skyline Drive	East cul-de-sac	0.07	

Street Name	Limits		Segment Length (miles)	Special Notes	
	Begin	to End			
Sarawak Drive	Labuan Drive		East cul-de-sac	0.11	
School Lane	Golden Avenue		Lincoln Street	0.24	
Siegel Court	Elkhorn Street		North cul-de-sac	0.04	
Siegle Drive	Elkhorn Street		South cul-de-sac	0.23	
Skyline Drive	Lincoln Street		Carlisle Drive	1.37	
Sonoma Lane	Madera Street		North Cul-de-sac	0.21	
Svea Court	Larwood Road		South cul-de-sac	0.06	
Sweetwater Road	Troy Street		Broadway	0.71	Commercial - 4-lane with center median/turn lane
Tangelos Place	Broadway Avenue		69th Street	0.23	
Tracy Street	Corona Street		New Jersey Avenue	0.09	
Tweed Street	Corona Street		East cul-de-sac	0.16	
Valencia Court	Orando Drive		West cul-de-sac	0.07	
Vernon Ranch Way	Mt. Vernon Street		North cul-de-sac	0.05	
Vista Sereno Court	San Miguel		North cul-de-sac	0.1	
Watwood Road	Di Marino Street		Canton Drive	0.43	Partially in SD
West Street	North Avenue		Daytona Street	0.24	
Westview Place	Massachusetts Avenue		West cul-de-sac	0.15	
Woodrow Avenue	Canton Drive		Calvocado Street	0.14	

# Exhibit C

## Park Lot Sweeping

The following are locations of City parking lots. Parking lots shall be swept the first Monday of the month:

1. Berry Street Park Parking Lot (Approximately 11,500 square feet)  
Address: 7071 Mount Vernon Street
2. City Hall Parking Lot (Approximately 14,700 square feet)  
Address: 3232 Main Street
3. Civic Center Park Parking Lot/Treganza Heritage Park (Approximately 24,800 square feet)  
Location: 3200 Main Street
4. Fire Department Parking Lot (Approximately 8,700 square feet)  
Location: 7853 Central Avenue
5. Lemon Grove Park Parking Lot (Approximately 25,000 square feet)  
Location: 2259 Washington Avenue
6. Lemon Grove Recreation Center Parking Lot (Approximately 12,600 square feet)  
Location: 3131 School Lane
7. Lemon Grove Senior Center Parking Lot (Approximately 19,000 square feet)  
Location: 8235 Mount Vernon

The Contractor shall report all observations of: graffiti and other vandalism; illegal activities, missing or damaged equipment or signs, and hazards or potential hazards.

# Exhibit D

## Cost Proposal

The cost estimate is for street and parking lot sweeping for the City of Lemon Grove

Type	Mile	Frequency	Monthly Rate	Annual Rate
Commercial	8.10	2 x month		
Residential	36.09	1 x month		

Type	SF	Frequency	Monthly Rate	Annual Rate
Parking lot	116,3000	1 x month		

Type	Lump Sum	Frequency	Monthly Rate	Annual Rate
Phone Calls	1	Estimated 30/month		

Proposer shall provide monthly and annual cost proposal for sweeping commercial and residential streets, monthly and annual costs for sweeping City parking lots, and monthly and annual costs for responding to citizen inquiries.

Note: Miles listed above and in Exhibit B are segment lengths, not curb miles. Commercial streets are highlighted and noted in Exhibit B – Street Sweeping Spread Sheets.

**APPENDIX A**  
**SAMPLE AGREEMENT**



**CITY OF LEMON GROVE  
STANDARD AGREEMENT FOR SERVICES**

This Agreement, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the CITY OF LEMON GROVE (hereinafter referred to as "City") and \_\_\_\_\_ (hereinafter referred to as "Contractor").

**RECITALS**

WHEREAS, City desires to obtain the services of a private Contractor to perform \_\_\_\_\_ for the \_\_\_\_\_ (Project); and

WHEREAS, Contractor is a(n) \_\_\_\_\_ Contractor and has represented that Contractor possesses the necessary qualifications to provide such services; and

WHEREAS, City has authorized the preparation of an agreement to retain the services of Contractor as hereinafter set forth.

NOW, THEREFORE, IT IS MUTUALLY AGREED THAT CITY DOES HEREBY RETAIN CONTRACTOR ON THE FOLLOWING TERMS AND CONDITIONS:

**1. Scope of Services.**

Contractor shall provide services as described in Exhibit "A" entitled "Special Provisions" attached hereto and made a part hereof.

**2. Compensation and Reimbursement.**

City shall compensate and reimburse Contractor as provided in Exhibit "A" entitled "Special Provisions" attached hereto and made a part hereof.

**3. Term of Agreement.**

The term of this Agreement shall be as described on Exhibit "A" entitled

"Special Provisions" attached hereto and made a part hereof.

**4. Termination.**

This Agreement may be terminated with or without cause by City. Termination without cause shall be effective only upon 60-day written notice to Contractor. During said 60-day period Contractor shall perform all consulting services in accordance with this Agreement. This Agreement may be terminated by City for cause in the event of a material breach of this Agreement, misrepresentation by Contractor in connection with the formation of this Agreement or the performance of services, or the failure to perform services as directed by City. Termination for cause shall be effected by delivery of written notice of termination to Contractor. Such termination shall be effective upon delivery of said notice.

**5. Confidential Relationship.**

City may from time to time communicate to Contractor certain information to enable Contractor to effectively perform the services. Contractor shall treat all such information as confidential, whether or not so identified, and shall not disclose any part thereof without the prior written consent of the City. Contractor shall limit the use and circulation of such information, even within its own organization, to the extent necessary to perform the services. The foregoing obligation of this Paragraph 5, 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 Contractor, hereafter disclosed in publicly available sources of information; (iii) is now in the possession of Contractor without any obligation of confidentiality; or (iv) has been or is hereafter rightfully disclosed to Contractor by a third party, but only to the extent that the use or disclosure thereof has been or is rightfully authorized by that third party.

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

**6. Office Space and Clerical Support.**

Contractor shall provide its own office space and clerical support at its sole cost and expense.

**7. Covenant Against Contingent Fees.**

Contractor declares that it has not employed or retained any company or person, other than a bona fide employee working for Contractor, to solicit or secure this Agreement, that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from the award or making of the Agreement. For breach of violation of this warranty, City shall have the right to annul this Agreement without liability, or, at its sole discretion, to deduct from the Agreement price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

**8. Ownership of Documents.**

All memoranda, reports, plans, specifications, maps and other documents prepared or obtained under the terms of this Agreement shall be the property of City and shall be delivered to City by Contractor upon demand.

**9. Conflict of Interest and Political Reform Act Obligations.**

During the term of this Agreement Contractor shall not act as Contractor or perform services of any kind for any person or entity whose interests conflict in any way with those of the City of Lemon Grove. Contractor shall at all times comply with the terms of the Political Reform Act and the local conflict of interest code. Contractor shall immediately disqualify itself and shall not use its official position to influence in any way any matter coming before the City in which the Contractor has a financial interest as defined in Government Code Section 87103. Contractor represents that it has no knowledge of any financial interests which would require it to disqualify itself from any matter on which it might perform services for the City.

“Contractor” means an individual who, pursuant to a contract with a state or local agency:

- (A) Makes a governmental decision whether to:
  - 1. Approve a rate, rule or regulation;
  - 2. Adopt or enforce a law;
  - 3. Issue, deny, suspend, or revoke any permit, license, application, certificate, approval, order, or similar authorization or entitlement;
  - 4. Authorize the City to enter into, modify, or renew a contract provided it is the type of contract that requires City approval;
  - 5. Grant City approval to a contract that requires City approval and to which the City is a party, or to the specifications for such a contract;
  - 6. Grant City approval to a plan, design, report, study, or similar item;
  - 7. Adopt, or grant City approval of, policies, standards, or guidelines for the City, or for any subdivision thereof; or
  
- (B) Serves in a staff capacity with the City and in that capacity participates in making a governmental decision as defined in the Political Reform Act and/or implementing regulations promulgated by the Fair Political Practices Commission, or performs the same or substantially all the same duties for the City that would otherwise be performed by an individual holding a position specified in the City’s Conflict of Interest Code.

**DISCLOSURE DETERMINATION:**

- 1. Contractor/Contractor will not be “making a government decision” or

“serving in a staff capacity” as defined in Sections A and B above.  
No disclosure required.

2. Contractor/Contractor will be “making a government decision” or “serving in a staff capacity” as defined in Sections A and B above. As a result, Contractor/Contractor shall be required to file a Statement of Economic Interest with the City Clerk of the City of Lemon Grove in a timely manner as required by law.

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Department Director

**10. No Assignments.**

Neither any part nor all of this Agreement may be assigned or subcontracted, except as otherwise specifically provided herein, or to which City, in its sole discretion, consents to in advance thereof in writing. Any assignment or subcontracting in violation of this provision shall be void.

**11. Maintenance of Records.**

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

**12. Independent Contractor.**

At all times during the term of this Agreement, Contractor shall be an independent Contractor and shall not be an employee of the City of Lemon Grove. City shall have the right to control Contractor only insofar as the results of Contractor's services rendered pursuant to this Agreement; however, City shall not have the right to control the means by which Contractor accomplishes such services.

**13. Licenses, Permits, Etc.**

Contractor represents and declares to City that it has all licenses, permits, qualifications, and approvals of whatever nature that are legally required to practice its profession. Contractor represents and warrants to City that Contractor shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement, any license, permit, or approval which is legally required for Contractor to practice its profession.

**14. Contractor's Insurance.**

Contractor shall provide insurance as set forth in Exhibit "A" entitled "Special Provisions" attached hereto and made a part hereof.

**15. Indemnification.**

(a) For Claims (as defined herein) other than those alleged to arise from Contractor's negligent performance of professional services, City and its respective elected and appointed boards, officials, officers, agents, employees and volunteers (individually and collectively, "Indemnitees") shall have no liability to Contractor or any other person for, and Contractor shall indemnify, protect and hold harmless Indemnitees from and against, any and all liabilities, claims, actions, causes of action, proceedings, suits, damages, judgments, liens, levies, costs and expenses, including reasonable attorneys' fees and disbursements (collectively "Claims"), which Indemnitees may suffer or incur or to which Indemnitees may become subject by reason of or arising out of any injury to or death of any person(s), damage to property, loss of use of property, economic loss or otherwise occurring as a result of Contractor's negligent performance under this Agreement, or by the negligent or willful acts or omissions of Contractor, its agents, officers, directors, sub-Contractors or employees.

(b) For Claims alleged to arise from Contractor's negligent performance of professional services, Indemnitees shall have no liability to Contractor or any other person for, and Contractor shall indemnify and hold harmless Indemnitees from and against, any and all Claims that Indemnitees may suffer or incur or to which Indemnitees may become subject by reason of or arising out of any injury to or death of any person(s), damage to property, loss of use of property, economic loss or otherwise to the extent occurring as a result of Contractor's negligent performance of any professional services under this Agreement, or by the negligent or willful acts or omissions of Contractor, its agents, officers, directors, sub-Contractors or employees, committed in performing any of professional services under this Agreement. For Claims alleged to arise from Contractor's professional services, Contractor's defense obligation to Indemnitees shall include only the reimbursement of reasonable defense costs and attorneys' fees to the extent caused by Contractor's negligence.

(c) The foregoing obligations of Contractor shall not apply to the extent that the Claims arise from the sole negligence or willful misconduct of City or its elected and appointed boards, officials, officers, agents, employees and volunteers.

(d) In any and all Claims against City by any employees of the Contractor, anyone directly or indirectly employed by it or anyone for whose acts it may be liable, the indemnification obligation under this Section 15 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor under worker's compensation acts, disability benefit acts or other employee benefit acts.

(e) Contractor shall, upon receipt of written notice of any Claim, promptly take all action necessary to make a claim under any applicable insurance policy or policies Contractor is carrying and maintaining; however, if Contractor fails to take such action as is necessary to make a claim under any such insurance policy, Contractor shall reimburse City for any and all costs, charges, expenses, damages and liabilities incurred by City in making any claim on behalf of Contractor under any insurance policy or policies required pursuant to this Agreement.

(f) The obligations described in Section 15(a) through (e) above shall not be construed to negate, abridge or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person indemnified pursuant to this Section 15.

(g) The rights and obligations of the parties described in this Section 15 shall

survive the termination of this Agreement.

**16. Assumption of Risk.**

Except for injuries to persons caused by the willful misconduct of any Indemnitee and not covered by insurance maintained, or required by this Agreement to be maintained, by Contractor: (a) Contractor hereby assumes the risk of any and all injury and damage to the personnel (including death) and property of Contractor that occurs in the course of, or in connection with, the performance of Contractor's obligations under this Agreement, including but not limited to Contractor's Scope of Services; and (b) it is hereby agreed that the Indemnitees are not to be liable for injury or damage which may be sustained by the person, goods or property of Contractor or its employees in connection with Contractor's performance its obligations under this Agreement, including but not limited to Contractor's Scope of Services.

**17. Contractor Not an Agent.**

Except as City may specify in writing, Contractor shall have no authority, expressed or implied, to act on behalf of City in any capacity whatsoever as an agent. Contractor shall have no authority, expressed or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

**18. Personnel.**

Contractor shall assign qualified and certified personnel to perform requested services. The City shall have the right to review and disapprove personnel for assignment to Lemon Grove projects.

City shall have the unrestricted right to order the removal of any person(s) assigned by Contractor by giving oral or written notice to Contractor to such effect.

Contractor's personnel shall at all times comply with City's drug and alcohol policies then in effect.

**19. Notices.**

Notices shall be given as described on Exhibit "A" entitled "Special Provisions" attached hereto and made a part hereof.

**20. Governing Law, Forum Selection and Attorneys' Fees.**

This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. Each party to this Agreement consents to personal jurisdiction in San Diego County, California, and hereby authorizes and accepts service of process sufficient for personal jurisdiction by first class mail, registered or certified, postage prepaid, to its address for giving notice as set forth in Exhibit "A" hereto. Any action to enforce or interpret the terms or conditions of this Agreement shall be brought in the Superior Court in San Diego County, Central Division, unless the parties mutually agree to submit their dispute to arbitration. Contractor hereby waives any right to remove any such action from San Diego County as is otherwise permitted by California Code of Civil Procedure section 394. The prevailing party in any such action or proceeding shall be entitled to recover all of its

reasonable litigation expenses, including its expert fees, attorneys' fees, courts costs, arbitration costs, and any other fees. Notwithstanding the foregoing, in the event that the subject of such an action is compensation claimed by Contractor in the event of termination, Contractor's damages shall be limited to compensation for the 60-day period for which Contractor would have been entitled to receive compensation if terminated without cause, and neither party shall be entitled to recover their litigation expenses.

**21. Gender.**

Whether referred to in the masculine, feminine, or as "it," "Contractor" shall mean the individual or corporate Contractor and any and all employees of Contractor providing services hereunder.

**22. Counterparts.**

This Agreement (and any amendments) may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument. Documents delivered by telephonic facsimile transmission shall be valid and binding.

**23. Entire Agreement.**

This Agreement shall constitute the entire understanding between Contractor and City relating to the terms and conditions of the services to be performed by Contractor. No agreements, representations or promises made by either party, whether oral or in writing, shall be of any force or effect unless it is in writing and executed by the party to be bound thereby.

**24. Certification and Indemnification Regarding Public Employees' Retirement Law/Pension Reform Act of 2013.**

Contractor hereby certifies that all persons providing services to City by Contractor are not current members of the California Public Employees' Retirement System (CalPERS) and shall not become members of CalPERS while providing services to City.

Contractor further provides that in the event Contractor assigns a retired annuitant receiving a pension benefit from CalPERS to perform services for City, the retired annuitant is in full compliance with Government Code section 7522.56. A copy of Government Code section 7522.56 is attached hereto as Exhibit "B."

Further, Contractor hereby fully and unconditionally indemnifies City from all penalties, fees, employer and employee contributions, or any other assessments imposed by CalPERS in the event CalPERS determines the person assigned by Contractor to provide services to City has been misclassified.

**25. Severability.**

If any provision of this Agreement is determined by any court of competent jurisdiction or arbitrator to be invalid, illegal, or unenforceable to any extent, that provision shall, if possible, be construed as though more narrowly drawn, if a narrower construction would avoid such invalidity, illegality, or unenforceability or, if that is not possible, such provision

shall, to the extent of such invalidity, illegality, or unenforceability, be severed, and the remaining provisions of this Agreement shall remain in effect.

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

**CITY OF LEMON GROVE**

**CONTRACTOR**

By: \_\_\_\_\_  
Lydia Romero, City Manager

By: \_\_\_\_\_  
Name, Title

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
Audrey Malone, City Clerk

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Kristen Steinke, City Attorney

## **SPECIAL PROVISIONS**

### **EXHIBIT "A"**

#### **A. Scope of Services.**

Contractor agrees to perform professional services as required by City, which shall consist of the \_\_\_\_\_ services further described in the Scope of Services submitted with the proposals dated \_\_\_\_\_, which is included in this document as Attachment 1, and incorporated by reference, as if its contents were fully set forth herein. Contractor shall provide the necessary qualified personnel to perform the services.

#### **B. Compensation and Reimbursement.**

City shall pay Contractor a fee in accordance with the Fee Proposals submitted with the proposals dated \_\_\_\_\_, which are included in this document as Attachment 2. Total fee is not to exceed \$\_\_\_\_\_. Contractor's fee shall include and Contractor shall be responsible for the payment of all federal, state, and local taxes of any kind which are attributable to the compensation received.

#### **C. Term of Agreement.**

This Agreement shall be effective from the period commencing \_\_\_\_\_, and ending \_\_\_\_\_, unless sooner terminated by City as provided in the section of this Agreement entitled "Termination." This Agreement may be extended for up to four additional one-year periods upon approval in writing of the City Manager and Contractor. Upon expiration or termination of this Agreement, Contractor shall return to City any and all equipment, documents or materials and all copies made thereof which Contractor received from City or produced for City for the purposes of this Agreement.

#### **D. Contractor's Insurance.**

##### **1. Coverages:**

Contractor shall obtain and maintain during the life of this Agreement all of the following insurance coverages:

(a) Comprehensive General Liability, including premises-operations, products/completed, broad form property damage, and blanket contractual liability with the following coverages: General Liability \$1,000,000 Bodily Injury and Property Damage combined each occurrence and \$2,000,000 aggregate.

(b) Automobile Liability, including owned, hired, and non-owned vehicles: \$1,000,000 combined single limit.

(c) Contractor shall obtain and maintain, during the life of the Agreement, a policy of Professional Errors and Omissions Liability Insurance with policy limits of not less than \$1,000,000 combined single limits, per claim and annual aggregate.

(d) Workers' Compensation insurance in statutory amount. All of the endorsements which are required above shall be obtained for the policy of Workers' Compensation insurance.

2. Endorsements:

Endorsements shall be obtained so that each policy contains the following three provisions:

(a) Additional Insured. (Not required for Professional Errors and Omissions Liability Insurance or Workers' Compensation.)

"City of Lemon Grove and its elected and appointed boards, officers, agents, and employees are additional insureds with respect to this subject project and contract with City."

(b) Notice.

"Said policy shall not terminate, nor shall it be canceled, until thirty (30) days after written notice is given to City."

(c) Primary Coverage.

"The policy provides primary coverage to City and its elected and appointed boards, officers, agents, and employees. It is not secondary or in any way subordinate to any other insurance or coverage maintained by City."

3. Insurance Certificates:

Contractor shall provide City certificates of insurance showing the insurance coverages described in the paragraphs above, in a form and content approved by City, prior to beginning work under this Agreement.

**E. Notices.**

All notices, billings and payments hereunder shall be in writing and sent to the following addresses:

To City: City of Lemon Grove  
3232 Main Street  
Lemon Grove, CA 91945

To Contractor: Complete Name and Address

**GUARANTY**

To the City of Lemon Grove, City Council, for:

**Street Sweeping Services for  
City of Lemon Grove Department of Public Works**

The undersigned guarantees the work included in this project(s).

Should any of the materials or equipment prove defective or should the work as a whole prove defective, due to faulty workmanship, material furnished or methods of installation, or should the work or any part thereof fail to operate properly as originally intended and in accordance with the Plans and Specifications, due to any of the above causes, all within the number of months the site is to be maintained after date on which this Agreement is accepted by the City, or the date of recordation of Notice of Completion, whichever is the later, the undersigned agrees to reimburse the City upon demand, for its expenses incurred in restoring said work to the condition contemplated in said project, including the cost of any such equipment or materials replaced and the cost of removing and replacing any other work necessary to make such replacement or repairs, or upon demand by the City, to replace any such material and to repair said work completely without cost to the City so that said work will function successfully as originally contemplated.

The City shall have the unqualified option to make any needed replacements or repairs itself or to have such replacements or repairs done by the undersigned. In the event the City elects to have said work performed by the undersigned, the undersigned agrees that the repairs shall be made and such materials as are necessary shall be furnished and installed within a reasonable time after the receipt of demand from the City. If the undersigned shall fail or refuse to comply with his obligations under this guaranty, the City shall be entitled to all cost and expenses, including attorney's fees, reasonably incurred by reason of the said failure or refusal.

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Date

**\*\*TO BE SUBMITTED WITH EXECUTED AGREEMENT\*\***

**WORKERS' COMPENSATION INSURANCE CERTIFICATE**

Pursuant to Section 1861 of the State Labor Code, each Contractor to whom a public works Agreement has been awarded shall sign the following certificate and shall submit same to the City of Lemon Grove prior to performing any work on the Agreement:

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

\_\_\_\_\_  
Contractor

By: \_\_\_\_\_

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

Section 3700 of the State Labor Code reads in part as follows:

"Every employer except the State shall secure the payment of compensation in one or more of the following ways:

- (a) By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this state.
- (b) By securing from the Director of Industrial Relations a certificate of consent to self-insure, either as an individual employer, or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees."

**\*\*TO BE SUBMITTED WITH EXECUTED AGREEMENT\*\***

City Council Public Comment  
February 7, 2023

**From:** Barbara Gordon <[barbaragordon1@gmail.com](mailto:barbaragordon1@gmail.com)>  
**Sent:** Monday, February 6, 2023 11:27 AM  
**To:** Racquel Vasquez <[rvasquez@lemongrove.ca.gov](mailto:rvasquez@lemongrove.ca.gov)>; George Gastil <[ggastil@lemongrove.ca.gov](mailto:ggastil@lemongrove.ca.gov)>;  
[lbaron@lemongrove.ca.gov](mailto:lbaron@lemongrove.ca.gov) <[lbaron@lemongrove.ca.gov](mailto:lbaron@lemongrove.ca.gov)>; Jennifer Mendoza  
<[jmendoza@lemongrove.ca.gov](mailto:jmendoza@lemongrove.ca.gov)>; Alysson Snow <[asnow@lemongrove.ca.gov](mailto:asnow@lemongrove.ca.gov)>  
**Subject:** Non-agenda Public Comment

Dear City Council Members,

February is American Heart Month, a time when people can focus on their cardiovascular health. We all need to take our heart health seriously.

We know the research regarding smoking tobacco is a major cause of heart disease and stroke but did you know that smoking marijuana is also associated with these same problems.

According to Matthew Springer a cardiovascular researcher and Associate Professor of Medicine at UC San Francisco “Smoke is smoke. Both tobacco and marijuana smoke impair blood vessel function similarly.

People should avoid both, and governments who are protecting people against secondhand smoke exposure should include marijuana in those rules.”

Despite public awareness that tobacco secondhand smoke is harmful, many people still assume that marijuana secondhand smoke is benign. Debates about whether smoke-free laws should include marijuana are becoming increasingly widespread as marijuana industry grows.

To reduce the prevalence of all smoking, evidence suggests reducing the number of tobacco retailers and marijuana outlets in the city, especially near youth sensitive areas.

I urge the City Council to take the lead on this. Your actions will increase community buy-in and public support, which is essential for the reducing smoking prevalence of young adults.

Thank you,

Barbara Gordon

City Council Public Comment

February 7, 2023

I'd like to submit the following public comment this evening:

Please agendaize graffiti abatement. I understand there are funds allocated from the San Diego Board of Supervisors available for our city. Do we need to apply? Who on our staff would start the application process? Our teams observations over the past couple years tell a story of neglect and criminality along our business district. Thank you council and staff for considering action and for your dedicated problem solving for the future state of our small and malleable community.

Humbly,  
Joshua Klein

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Joshua Klein SOC Ret.  
Lemon Grove 91945



# City of Lemon Grove

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REGULAR CITY COUNCIL MEETING

FEBRUARY 7, 2023

# CALL TO ORDER

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# PLEDGE OF ALLEGIANCE

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# Former Councilmember Tom Clabby

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*“I have a great passion for Lemon Grove. I want to see this little City survive and enjoy the fruits of our labor”...Tom Clabby*

# CHANGES TO THE AGENDA

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# Presentation

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## Sheriff's Harm Reduction Kit Program

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# San Diego County Sheriff's Department



## Harm Reduction Kit Program

# Opioid Epidemic

- Overdose is Leading Cause of Accidental Death in the United States
- 107,375 Drug Overdose Deaths Nationwide in 2021
  - 80,000 of Deaths Were Opioid-Related
- 9 out of 10 Opioid-Related Deaths were Due to Fentanyl
- 814 Fentanyl Deaths in SD County in 2021
  - This is an 869% Increase Since 2017



# Purpose of Harm Reduction Kit Program:

- Distribute Lifesaving Medicine to Community At-Large for Immediate Use
- Reduce Number of Opioid-Related Deaths in San Diego County
- Save Lives



# Program Partners



COUNTY OF SAN DIEGO



# HHSA

HEALTH AND HUMAN SERVICES AGENCY



# Rady Children's

Hospital  
San Diego



# Harm Reduction Kit

- Two Doses of Naloxone\* Nasal Spray
  - \* "Narcan" is Trade Name
- Opioid Overdose Prevention Brochure
  - General Opioid Information
  - Recognition of Opioid Overdose Effects
  - How to Administer Naloxone
  - Training Video QR Code



# Harm Reduction Kit



## WHAT ARE OPIOIDS?

Opioids are a class of drugs that interact with opioid receptors on nerve cells in the body and brain. They reduce the intensity of pain signals and feelings of pain. This class of drugs includes the illegal drug heroin, synthetic opioids (such as fentanyl, which is often made illegally) and pain medications available legally by prescription (such as oxycodone, hydrocodone, codeine and morphine).



OXYCODONE HYDROCODONE HEROIN FENTANYL

## WHAT ARE THE WITHDRAWAL EFFECTS?

Early symptoms typically begin in the first 24 hours after you stop using the drug. Symptoms include muscle aches, restlessness, anxiety, eyes tearing up, runny nose, excessive sweating and inability to sleep.

Later symptoms of opioid withdrawal, which can be more intense, begin after the first day or so. They include diarrhea, abdominal cramping, goosebumps on the skin, nausea/vomiting, dilated pupils, blurry vision, rapid heart rate and high blood pressure.



## ROUTES OF ADMINISTRATION

Many opioids are taken in pill form, but they can also be taken as lozenges or lollipops. Some are administered through a vein, by injection or through an IV. Others can be delivered through a patch placed on the skin or with a suppository.



INJECTED SNORTED/SNIFFED PATCH ORALLY BY PILL OR TABLET

## WHAT ARE THE OVERDOSE EFFECTS?

Overdose may result in stupor, changes in pupillary size, cold and clammy skin, cyanosis, coma and respiratory failure leading to death. The presence of a triad of symptoms such as coma, pinpoint pupils and respiratory depression are strongly suggestive of opioid poisoning. **If you believe someone is suffering from an overdose, immediately call 9-1-1.**



## HOW TO ADMINISTER NALOXONE

1. Remove Naloxone from box
2. Hold the nasal spray with your thumb on the bottom of the plunger
3. Insert tip into either nostril
4. Press the plunger firmly
5. Perform CPR/rescue breathing if necessary.
6. Roll the person on their side to prevent choking



SCAN QR CODE TO WATCH VIDEO



# Common Questions

- Who is Paying for This?
  - Opioid Settlement Funds
- Is There Liability for Using Naloxone?
  - No: Follow Guidelines in Brochure & Watch Video
- Where Can I Get an HRK?
  - Any Sheriff's Deputy on Patrol
  - Any Sheriff's Station
  - Tonight, After City Council Meeting Concludes





# Lemon Grove Sheriff's Substation

**Public Lobby Open Monday –Friday 8 AM to 4  
PM**

**3240 Main Street, Lemon Grove, CA 91945  
(619) 337-2000**

# Presentation

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## Presentation of the Government Finance Officers Association Budget Award

# PUBLIC COMMENT

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- 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 UNLESS OTHERWISE INDICATED BY THE MAYOR.**

# CONSENT CALENDAR

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## 2. REPORT TO COUNCIL

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Award of Agreement (No. 2023-03) with  
Sweeping Corp of America for Street  
Sweeping Services

# RECOMMENDATION:

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Adopt Resolution awarding an agreement with Sweeping Corp of America (SCA) for street sweeping services and authorize the City Manager to execute the necessary documents.

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

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# CITY MANAGER REPORT

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# AJOURNMENT

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