CITY OF SANTEE REQUEST FOR PROPOSALS



Pavement Condition Report 2026 CIP 2025-04

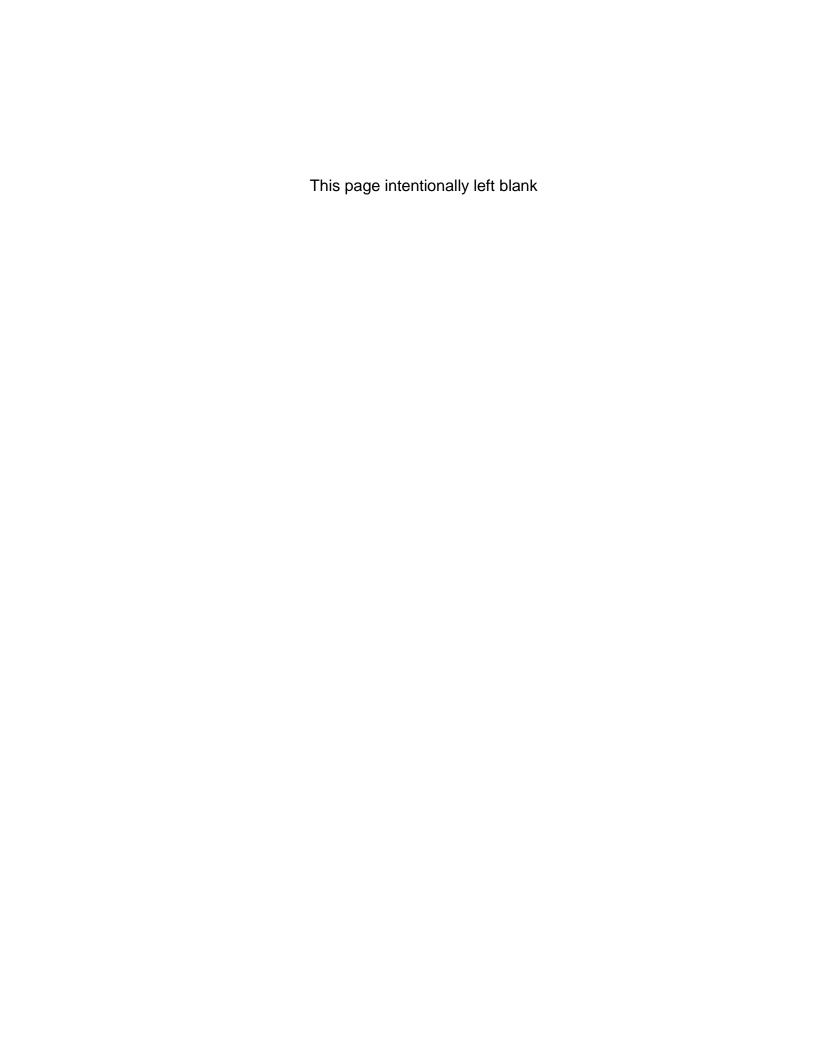
MARCH 2025

Proposals Due: April 15, 2025 at 5:00 pm

Project Budget: \$85,000

Time For Completion: 90 working days





CITY OF SANTEE REQUEST FOR PROPOSALS PAVEMENT CONDITION REPORT 2026

TABLE OF CONTENTS

1	INTRODUCTION	3
2	RFP INQUIRIES	4
3	PROJECT SCHEDULE AND SCOPE OF SERVICES	4
4	PROPOSAL FORMAT, CONTENT AND DELIVERABLES	4
5	SCOPE OF SERVICES	7
6	PROPOSAL SUBMITTAL REQUIREMENTS	10
7	EVALUATION CRITERIA AND SELECTION PROCESS	11
8	GENERAL REQUIREMENTS	12

1 INTRODUCTION

The City of Santee, hereinafter referred to as "City", is seeking proposals from qualified firms, contractors or consultants, hereinafter referred to interchangeably, to provide pavement condition assessment, reporting, analyzing and providing a pavement resurfacing recommendations.

This Request for Proposals (RFP) describes the Project, the required scope of services, the selection process, and the minimum information that must be included in the proposal. Failure to submit information in accordance with the RFP requirements and procedures may be cause for disqualification.

Based on this RFP, the City intends to select one firm for agreement negotiations. If the City is unable to reach an agreement with the selected firm, the City has the option to negotiate with another. Award of the contract, if any, will be to the firm whose professional qualifications, experience and proposed work plan demonstrates that it will competently satisfy the requirements described in this RFP within the City's budget. Price will be a primary factor, but will not be the sole consideration for award. This RFP does not commit the City to award any contract, defray any costs incurred in the preparation of a proposal pursuant to this RFP, or in any resulting negotiations, or to procure contracts for work.

The successful firm will be expected to execute the City's standard, template contract and will be required to meet specific insurance requirements and provide proof of Professional Liability insurance as specified in Attachment 'A' – General Conditions. All designers, contractors, subcontractors working on the Project must be licensed and registered with the State of California, as required. Additionally, the selected firm must have, or will be required to obtain, a business license to work in the City of Santee.

The Pavement Management System (PMS) database is currently in Microsoft Office 365 Excel format. Copies of the prior work history, Excel data and the ArcGIS Pro database are available for review to all Consultants, upon request, and will be given to the successfully chosen Consultant.

The City of Santee street network currently has approximately 509 streets, 123 centerline miles (283 lane miles) of pavement over an area of 16.72 square miles. The current City of Santee PMS is separated into 51 existing zones.

Any changes to this RFP are invalid, unless specifically modified by the City and issued as a separate addendum document. Should there be any question as to changes to the content of this document, the City's copy shall prevail. All addenda and notices related to this solicitation will be posted by the City on the City's website at www.cityofsanteeca.gov under the "Bid Opportunities" of the main page. In the event this RFP is obtained through any means other than the City's website, the City will not be responsible for the completeness, accuracy or timeliness of the RFP document.

2 RFP INQUIRIES

All questions concerning this RFP must be submitted in writing and received no later than 5:00 p.m. on April 15, 2025. Questions must be directed to:

Toby M. Espinola, P.E. City of Santee 10601 Magnolia Avenue Santee, California 92071 (619) 258-4100 ext. 174

Email: tobyespinola@cityofsanteeca.gov

3 PROJECT SCHEDULE AND SCOPE OF SERVICES

The following is the City's tentative schedule for selection of a qualified firm and expected completion of the Project:

Request for Proposals Issued

Final Date For Proposal Questions by 5:00 pm

Proposals Due by 5:00 pm

Staff Review of Proposals

Anticipated Award of Contract

Notice to Proceed Issued

March 7, 2025

April 4, 2025

April 15, 2025

May 14, 2025

May 14, 2025

May 15, 2025

Report & Maps Completed (90 working days)

City Council Presentation by Staff

September 24, 2025

October 22, 2025

4 PROPOSAL FORMAT, CONTENT AND DELIVERABLES

Proposals should be concise but provide sufficient detail to enable the City to conduct an operational evaluation of the proposal. Proposals should clearly demonstrate the firm's qualifications and experience with similar projects and services, as well as the qualifications and competence of the particular staff to be assigned to this project. It should also specify the firm's methodologies and approach to meet the RFP requirements. Figures should be clearly explained in a narrative or in footnotes, as necessary.

Firms may provide more information as deemed appropriate but are required to follow the general outline and include the minimum information as described within. The substance of proposals will carry more weight than their form or manner of presentation.

A narrative shall be included in the final report identifying procedural steps in analyzing the City street network and queries established for the street maintenance program.

4.1 Transmittal Letter / Executive Summary

A signed letter of transmittal briefly stating the firm's understanding of the work to be done and why the firm believes it is the best qualified. Include an overview that highlights the firm's approach to the project and its commitment to meet or exceed the City's objectives and ensure the project is successfully completed on time and within budget. The letter of transmittal shall also include:

- i. The title and date of the proposal.
- ii. The firm's legal name, address and company website.
- iii. Legal form of business (sole proprietor, partnership, corporation, joint venture, etc.) If the company is a joint venture or consortium, the qualifications of each firm comprising the joint venture or consortium should be separately identified and the firm that is to serve as the principal should be noted.
- iv. Year firm was established.
- v. Name, title, address and contact information (phone and e-mail) of the person to contact regarding the proposal.
- vi. Name, title, address and contact information (phone and e-mail) of the main point-of-contract/project manager to be assigned to the project.

4.2 Experience, Technical Competence & References

Describe the firm's qualifications, competence, capacity and resources to perform the work. Include the firm's experience in completing similar projects. Specifically, include specific project experience related to the project. Also, describe the firm's experience working with local government agencies and give an indication of the firm's understanding of local government regulations and other local guidelines and criteria.

Identify up to five (5) successfully completed projects of similar nature within the last five (5) years. Highlight any projects where the team identified for this proposal has worked together in the past. Provide contact information related to the similar projects performed.

4.3 Staffing Plan and Key Personnel

Describe the staffing plan and provide an indication of the total staffing level for the project, including project management staff, engineers, other staff members, contractors and use of subcontractors. Identify the roles and responsibilities of key personnel who will perform the work and provide a brief resume for each. The information provided should demonstrate the qualifications of the particular staff to be assigned to this project.

All terms of the contract, including qualification statements shall apply to subcontractors. Provide a scope of work outlining what portions of the project for which a subcontractor will be responsible for performing.

4.4 Licensing and Professional Certifications

Provide a list of all licenses and professional certifications currently held by the firm or sub-consultants and the staff who will perform the work. Failure to possess the applicable licenses as specified shall render the proposal as non-responsive.

4.5 Proposed Method to Accomplish the Work

Describe the firm's technical and management approach to complete the project. Provide a preliminary project schedule reflecting major activities, task-related milestones and an outline of deliverables and anticipated project completion. Describe any variations from the Scope of Services that will enhance the outcome.

Describe the firm's plan for ensuring appropriate communication and responsiveness to the City's needs, including the firm's plans for written and/or verbal updates/meetings (i.e. daily, weekly, or bi-weekly review meetings as needed); and the firm's representative for purposes of being the City's single point of contact on a day-to-day basis (i.e. project manager).

Include a sample set of documents that demonstrate the firm's capabilities to provide engineering and documentation for the project.

4.6 Pricing / Fee to Perform Service

Outline a comprehensive cost estimate that takes into consideration all required aspects to complete the work. The proposed costs should contain all pricing information relative to performing the work as described in this RFP.

- i. Total contract price.
- ii. Breakdown of the number of labor hours and billing rates required to successfully complete the project.
- iii. Clearly note all assumptions that were used to create the estimate and highlight any areas of concern.

Additional Service (Training) - In addition to the fee to perform the services requested within the RFP and listed above, the Consultant shall provide a separate and optional price for up to 16 hours of remote or in office training at the City of Santee. The Consultant shall state if the training would be held remotely or at the City of Santee.

Should it become necessary for the City to request the firm to render additional services to either supplement the services requested in this RFP or to perform additional work as a result of specific recommendations included in any report pertaining to the contract, then such additional work shall be performed only if set forth in an amendment to the contract between the City and the firm. Billing rates for any such additional work agreed to between the City and the firm should be set forth in the cost proposal.

The City will not be responsible for expenses incurred in preparing and submitting the proposal. Such costs should not be included in the proposal.

4.7 Previous City Experience and Conflict of Interest

Describe the firm's professional relationships, if any, involving the City or any of its component units/agencies, for the past five (5) years, together with a statement explaining why such relationships do not constitute a conflict of interest relative to

performing the proposed work. In addition, the firm shall give the City written notice of any professional relationships entered into during the period of this Agreement.

5 SCOPE OF SERVICES

5.1 Research

Review the 2017 and current 2022 PMS reports along with any provided data since the 2022 update that includes work history of City Capital Improvement Projects (CIP), newly constructed streets, existing pavement repairs to streets, rehabilitation or maintenance procedures performed by the City.

Review the City's PMS files to understand the establishment of Zone, Branch, Section and Sample Units and update database to include the most recent work history that will be provided by the City.

The Consultant shall also contact a total of 16 Cities and the County of San Diego listed in the 2022 Report to obtain relevant information related to their street maintenance programs. Information shall include, at a minimum, annual paving budget, number of City maintained streets or centerline miles and most recent PCI of agency street network. This information shall also be included in the report and compared to the 2022 Report PCI summary.

5.2 Safety and Quality Control Program

Develop traffic control plans for any lane closures necessary to accurately perform site surveys on collectors, majors or arterial streets. Traffic control plans shall be prepared on City title block sheets to be approved by the City and explained to the survey crews for proper implementation of traffic control. Allow for a period of 14 days for review upon submitting to the City. Traffic control plans are not required for all other aspects of the work.

A sample unit shall be selected that covers the majority of potential pavement distresses to calibrate this process.

A quality control (QC) procedure shall be developed to ensure that accuracy is maintained throughout the project. The QC procedure shall include resurvey of random sample units by independent condition survey team(s) that shall produce a 95% confidence level of the sampling results. The QC procedure shall also address accurate data entry verification. Part of the QC program shall compare type and level of distress from the 2022 PMS Report.

5.3 Pavement Condition Survey

Provide the type and method that will be used to inspect all public streets and rate individual sections with a PCI based on the stress types and their severity levels and densities. A sample section not less than 10% of each sections total area shall be visually inspected.

Prepare field reports on a daily basis for data entry. Copies of the field reports shall be submitted to the City on a bi-weekly basis.

Residential streets shall be surveyed in a single pass and non-residential streets shall be surveyed in two passes.

5.4 Data Input and Analysis

Generate a report consisting of an executive summary of the current City street inventory with associated data such as street limits, length, width, type of paving, classification, area of street, PCI and zone. The report shall also contain the total number of streets, the prior work history performed, projections of pavement quality based on different scenarios listed below and a maintenance program for a 5-year program beginning in FY 2026-27. The final reports shall be in 8½ x 11 format and in a 3-ring binder.

The Consultant shall generate a 5-year recommendation list of zones and non-residentials streets for resurfacing based on the budget provided by the City. The recommendation lists shall be separate and identify the fiscal year, starting in FY 2026-27 for the residential zones and the non-residential streets. The 5-year street resurfacing program analysis shall account for the split of annual funding between residential streets and non-residential streets. The split of annual funding is 60% of annual funding to be used for residential streets and 40% of annual funding to be used for non-residential streets.

In addition to the zones recommended for the 5-year program, the remaining zones shall be included in the recommendations list based on estimated funding at the end of the 5-year program. Increase of funding and construction costs are not required to be included in the analysis of the remaining zones. The remaining zones shall not be listed in alphabetical order after the 5-year program list of recommendations. Non-residential streets shall only be listed for the 5-year recommended program.

Generate predictions for four (4) scenarios listed below, based on information provided by the City over a 5-year period.

- i. Scenario 1 Budget required to maintain PCI from report.
- ii. Scenario 2 Current budget + \$1,000,000 of additional funding and the effect to the City PCI.
- iii. Scenario 3 Budget required to achieve a citywide 70 PCI.
- iv. Scenario 4 Budget required to achieve a citywide 75 PCI.

5.5 Final Report

The City will provide a list of streets that have been resurfaced and other related documents that shall be included in the report and used in the analysis. The City will also provide historical PCI data from prior year PMS updates along with the amount of funding that was spent during the timeframe of each report. This information shall be contained and used within the report and used in analyzing the adequacy of funding

as it relates to maintaining the City's street network. The report shall generally contain similar content and overall layout of the 2022 report.

The report shall contain a map that shows the current PCI of each zones and a map that shows the zone PCI's at the end of the 5-year program based on the current budget to show the result of the 5-year program. A list in narrative form shall also be within the report to identify the result of the 5-year program. Each subsequent year in the program shall include a 3% increase to funding and construction costs.

The report shall have divider tabs to identify the different sections of the report.

The Consultant shall create and/or modify approximately ten (10) zone boundaries into new zones based on input from City Staff.

The report shall include four (4) separate street inventory database Excel spreadsheets (appendices) with relevant information as shown on Exhibit A and as listed below:

- i. An alphabetical order of all streets (with each street listed).
- ii. An alphabetical listing of neighborhood zones (with each street listed).
- iii. A numerical order of all streets by PCI rating (lowest to highest).
- iv. A list each of the 4 City Council District zones with a summary of all streets within each District.

A separation tab shall be included to separate and identify the different database spreadsheets. Columns on each of the spreadsheets shall include a title and contain; Street Name, Street Section Limits, Pavement Type, Street Classification, Zone, Number of Lanes, Length (ft.), Width (ft.), Area (sq. ft.), section PCI, street treatment type and estimated cost with a total cost for each residential zone.

The City will provide estimated street repair costs for slurry seals, cape seals, overlays and reconstruction based on recent bids. This shall be used by the Consultant for estimating street resurfacing costs for each street, as specified above.

Consultant shall submit all related documents and reports digitally to the City upon completion and acceptance of the Report and Zone Maps. A separate file shall be provided for the report, zone maps and other project related documents as requested by the City.

The Consultant shall make changes upon City review of the submitted report and zone maps within 6 weeks from notice to proceed and resubmit the report and/or zone maps based on City comments.

Three (3) complete reports shall be submitted to the City in accordance with the project schedule and requirements listed within.

5.6 Final Zone Maps

The Consultant shall generate a set of color zone maps (11" x 17"), per Exhibit sample, to include the following:

- i. The set of zone maps shall be comb bound and shall have a clear cover on the front and hard cardstock as the back cover.
- ii. Sheet 1 of the zone maps shall show and identify all the zones with a different color to identify the zones.
- iii. Sheet 2 of the zone maps shall show the entire street network within the City, color coded per functional class of street with a legend.
- iv. Sheet 3 of the zone maps shall show all the zones (color coded) to indicate the average PCI of each zone. This map shall identify the average PCI of each of the 4 City Council Districts.
- v. Sheet 4 of the zone maps shall show the entire street network (residential streets) and their associated PCI (color coded).
- vi. Sheet 5 of the zone maps shall show the entire street network (non-residential streets) and their associated PCI (color coded).
- vii. Sheet 6 of the zone maps shall show the 4 different City Council District boundaries over the entire street network and the associated zone PCI's (color coded).
- viii. The remaining sheets shall identify each individual zone, in alphabetical order, with each street within the zone and the associated PCI of each street (color coded) segment and the surrounding zones and streets PCI (color coded). Each zone map shall include City Logo, Title Block, Vicinity Map, PCI Legend with PCI Ranges, Street Names, Streets (colored in relation to the PCI Number) and surrounding zone labels.
- ix. Sheets 1-3 shall show the City Council District Boundaries and their District Number. Individual zone maps are not required to show City Council District Boundaries.

Three (3) complete sets of zone maps shall be submitted to the City in accordance with the project schedule and requirements listed within.

6 PROPOSAL SUBMITTAL REQUIREMENTS

The deadline for submitting sealed proposals is **no later than April 15, 2025 at 5:00 pm.** Time stamp by the Office of the City Clerk shall be the official date and time for submitting purposes, postmark date shall not constitute the date and time of submission. Proposals and/or modifications received after this date and time will not be considered. Failure to comply with all the requirements of the RFP may result in disqualification. Proposals submitted by facsimile are not acceptable and will not be considered. Proposals will not be opened publicly.

Submit three (3) originals of the proposal in response to this RFP in a sealed envelope. If submitted by mail, the sealed envelope containing the proposal must be enclosed in another envelope. Electronic submittals are **NOT** allowed and will be rejected.

6.2 Submittal Location

Proposals must be clearly marked "RFP: Pavement Condition Report 2026, CIP 2025-04" and submitted to:

City of Santee City Clerk's Office 10601 Magnolia Avenue, Building 3 Santee, CA 92071-1222

7 EVALUATION CRITERIA AND SELECTION PROCESS

Proposals will be evaluated based on the information submitted in the proposals. Cost, while a consideration, will not be the sole factor for award of contract. Proposals will be evaluated based on the firm's professional qualifications, experience, and implementation plan and cost as follows:

Project Experience, Technical Expertise and References (35%)

The overall qualifications and technical expertise of the firm, as well as experience and professional qualifications of the key members of the project team. Experience with and successful completion of similar projects. Feedback from clients of other successfully completed projects of a similar nature. Emphasis will be placed on a firm's experience in implementing the type of work required for the Project.

Project Implementation, Methodology and Schedule (45%)

Thoroughness and understanding of the tasks required to complete the Project. Innovative design and approach for the development of the Project to meet the City's needs. Implementation schedule which provides minimal disruption to City operations, the public, and meets the Project deadlines.

Deliverables (15%)

Overall quality of final data, exhibits, zone maps and other related documentation meeting the functional needs of the City. Performance of the Project to current industry standards.

Three (3) complete and final sets of the report and three (3) sets of zone maps shall be submitted to the City in accordance with the project schedule and requirements listed within.

Project Cost (5%)

Reasonableness and competitiveness of the fee schedule. The lowest proposed cost is a significant factor, but is not the sole criteria for recommending contract award. Award will be based on the best value. Irrespective of cost, proposals will be rejected if they do not meet the City's needs.

Following the evaluation, interviews may be conducted as part of the final selection process. However, the City may, at its option, select a firm strictly on the basis of the

initial proposals, without short-listing firms or conducting oral interviews. Further, the City has the option to reject all proposals, request clarification or to waive irregularities in any proposal.

The successful firm will be expected to execute the City's standard template contract in a form substantially the same as the City's standard Agreement attached hereto as Exhibit 'A'. The selected firm will also be required to meet specific insurance requirements and provide proof of Professional Liability insurance.

Final authority to approve the selection of a firm and final acceptance of any agreement rests with the City Manager and/or City Council, as required.

8 GENERAL REQUIREMENTS

Issuance of this Request for Proposal (RFP) and receipt of proposals does not commit the City of Santee to award a contract, to defray any costs incurred in the preparation of a proposal, or to contract for services. The City reserves the right to accept or reject any or all proposals received in response to this request, to negotiate with any qualified source, or cancel in whole or in part this RFP if it is in the best interest of the City to do so. The City reserves the right to retain all proposals submitted and use any idea in a proposal regardless of whether or not that proposal was selected.

Subsequent to contract negotiations, a prospective firm may be required to submit revisions to their proposals. All firms submitting a proposal should note that the execution of any contract pursuant to this RFP is dependent upon the recommendation of the City selection committee and the approval of the City Manager or Santee City Council, as required.

8.1 Public Record

All proposals submitted and information included therein shall become the property of the City of Santee and public records, and as such may be subject to public review.

8.2 Right to Cancel

The City reserves the right to cancel, for any or no reason, in part or in its entirety, this RFP including but not limited to: selection schedule, submittal date, and submittal requirements. If the City cancels or revises the RFP, all potential Proposers will be notified in writing by the City.

8.3 Additional Information

The City reserves the right to request additional information and/or clarification from any or all Proposers of this RFP.

8.4 Conflict of Interest

The City complies with all California statutes and regulations related to conflicts of interest.

8.5 Insurance Requirements

The successful firm will be required to furnish certificates of insurance as specified in the attached General Conditions – Attachment 'A'. The required insurance certificates must be provided within fifteen (15) days of notification of award and prior to the commencement of work.

8.6 Licenses and Permits

Pursuant to Section 7028.15 of the Business and Professions Code and Section 3300 of the Public Contract Code, all bidders must possess proper licenses for performance of this Contract at the time of submitting their bid.

All work shall be performed under the direction of a currently Licensed Civil Engineer with the State of California at the time the Proposal is submitted.

A City of Santee Business License is required upon execution of contract. Current cost is \$108.00 per year.

Failure to possess the applicable licenses as specified shall render the proposal as non-responsive and shall act as a bar to award the contract to any firm not possessing said licenses as required. All subcontractors shall have and maintain, during the term of the contract, the same valid licenses and permits if applicable to the work provided.

8.7 Commitment to Equal Opportunity

The City endeavors to do business with firms sharing the City's commitment to equal opportunity and will not do business with any firm that discriminates on the basis of race, religion, color, ancestry, age, gender, sexual orientation, disability, medical condition or place of birth.

8.8 Time for Completion

The successful firm shall complete all work within **90 working days**. Contract time shall begin on the date designated in the Notice to Proceed.

EXHIBITS

Exhibit A Sample Data Sheet Exhibit B Sample Zone Map

Residential Collector

Major Collector

CECILWOOD DR LAKE CANYON RD

LUTHERAN WY CECILWOOD DR

AKE CANYON RD

ABBEYWOOD RD

MAST BL

HALBERNS BL HALBERNS BL HALBERNS BL HALBERNS BL HALBERNS BL HALBERNS BL

3190 3200 3190

ABBEYFIELD RD

STOYER DR

LUTHERAN WY

MARKWOOD DR

Major Collector Major Collector Major Collector Major Collector Major Collector

PEBBLE BEACH DR

ST ANDREWS DR

GRIFFITH PARK WY

HACIENDA RD

192319

65982

160246

33504 33505 33503

120714

113659

HALBERNS BL

PROSPECT AV SEYMOUR ST

NORTH END

SEYMOUR ST

JEREMY ST KINCAID ST DONNER ST

ABBEYWOOD RD ABBEYFIELD RD

83 41 35 52 52 52 46 46 avement Condition Index (PCI) 99 108,360 30,510 23,319 13,419 12,132 9,243 18,081 9,828 28,611 9,810 6,588 4,428 17,793 14,148 9,504 8,901 8,901 9,252 22,437 14,544 9,342 8,397 26,001 20,907 avement Area (ft2) 12,040 736 1,148 2,009 3,390 1,092 3,179 1,348 1,491 1,027 1,090 1,572 1,056 ,028 2,493 1,616 2,889 2,085 732 933 492 686 Pavement Area (yd2) 989 35 123 98 71 74 49 49 55 52 573 151 161 119 77 348 1111 228 132 46 52 35 44 23 94 75 50 47 Add Area (yd2) 64 49 66 834 260 2,196 737 359 190 250 132 340 499 1,009 408 259 257 258 257 252 Pavement Length (ft) 611 390 288 32.0 33.0 35.0 62.0

Asphalt

Residential Collector Residential Collector Residential Collector Residential Collector Residential Collector Residential Collector Residential Collector

> 2 2 2 2 2 2

PRIVATE DY

SUNSET TL

PROSPECT AV

SUNSET TL

PEPPER DR

GRANITE HOUSE LN GRASS VALLEY LN

GRAVES AV GRAVES AV GRAVES AV **GRAVES AV GRAVES AV**

3100 3110 3110 3110

3080

160198 157532 118076 117265

112981

PRIVATE DY PRIVATE RD PRIVATE RD

PRIVATE DY PRIVATE RD PRIVATE RD PRIVATE RD

> **GRAVES AV GRAVES AV GRAVES AV**

3110 3110 3110 3110 3130 3140 3140 3140 3140 3140 3150 3160 3180 3180 3180

75413 119777

32541 141548 65963 67292 67293 67294 67295 67296

116293 113425 19002 13774 13775 13773 120263 113673 113695

32539 32540 32519 32542

119778

75172

PRIVATE DY

Major Collector

Local Local Local

2399999

NORTH END PEBBLE BEACH DR PROSPECT AV

Asphalt Asphalt Asphalt Asphalt Asphalt Asphalt Asphalt Asphalt

Local Local Local

PEBBLE BEACH DR

MEDINA DR CLEARY ST SADIE ST

GREENBROOK WY GREENCASTLE ST

GREENCASTLE ST GREENCASTLE ST GREENCASTLE ST GREENCASTLE ST

JEREMY ST KINCAID ST

SEVILLA ST SADIE ST

PRIVATE RD

Asphalt Asphalt

Asphalt

EXHIBIT A Sample Data Sheet

TOUR

averype

Asphalt Asphalt

Asphalt

YELLOWSTONE PL

SE END

DE VOS DR

MESA RD MAST BL BEND ST

GRAND TETON WY

66163 72933 72931 72934 114994 32535 32538

120715 113459 149146 148970 148969

72932

GOYETTE PL **GRAHAM TR** GRANDFORK DR

GRANDFORK DR GRANDFORK DR GRANDFORK DR

SCOTTSBLUFF CT

JEREMY ST

SEBRING CT

SCOTTSBLUFF CT JEREMY ST SEBRING CT PROSPECT AV MEDINA DR

EAST END

Pavement Width (ft)

aboo Jonu

10 Street

From Street

Street Prefix Street Number Agency ID

On Street CISID

Street Inventory and Condition Summary - Sorted by Street Name

S

City of San.

IMS Infrastructure Management Services

EXHIBIT BSample Zone Map



AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE CITY OF SANTEE AND [CONSULTANT]

This Agreement for Professional Services ("Agreement") is made and entered into this [DAY] day of [MONTH], [YEAR], by and between the City of Santee, a California charter city ("City") and [CONSULTANT], a [corporation, partnership, LLC or LLP, sole proprietor, etc.]("Consultant"). City and Consultant are sometimes referred to in this Agreement individually as a "Party" and collectively as the "Parties."

RECITALS

- A. City is in need of professional services for the following project: Pavement Condition Report 2026, CIP 2025-04 ("the Project").
- B. Consultant is duly licensed and/or has the necessary qualifications to provide such services for the Project.
- C. The Parties desire to establish the terms for the City to retain the Consultant in order to provide the services described herein.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Services

Consultant shall provide the City with the services described in the Scope of Services attached hereto as Exhibit 'A' and hereby made a part of this Agreement; provided, however, that the contents of this Agreement shall supersede any provision in Exhibit 'A' that is inconsistent herewith.

2. Compensation

- a. Subject to paragraphs 2(b) (d) below, City shall pay for the services provided by Consultant in accordance with the Schedule of Charges set forth in Exhibit 'B' attached hereto and hereby made a part of this Agreement; provided, however that the contents of this Agreement shall supersede any provision in Exhibit 'B' that is inconsistent herewith.
- b. In no event shall the total amount paid for services rendered by Consultant pursuant to this Agreement exceed the sum of \$_____. This Agreement is subject to and contingent on budgetary appropriations being approved by the City Council for each fiscal year during the term of this Agreement. If such appropriations are not approved, the Agreement will be immediately terminated without penalty to the City.
- c. Each month Consultant shall furnish City with an invoice for all work performed and expenses incurred during the preceding month. The invoice shall detail charges by categories, including labor, travel, materials, equipment, supplies, sub-consultant charges and miscellaneous expenses. City shall independently review each invoice submitted to determine

whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. In the event that no charges or expenses are disputed, the invoice shall be approved and paid according to the terms set forth in paragraph 2(d). In the event any charges or expenses are disputed, the invoice shall be returned to the Consultant for correction and resubmission.

d. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by City, City will use its best efforts to cause Consultant to be paid within thirty (30) days of receipt of Consultant's invoice; provided however, that untimely invoices may be subject to nonpayment if funding has not been appropriated or budgeted for payment of the invoice due to Consultant's untimely submission. Payment to Consultant for work performed pursuant to this Agreement shall not be deemed to waive any defects in the work performed by Consultant.

3. <u>Term of Agreement and Time of Performance</u>

Consultant shall perform its services hereunder in a prompt and timely manner, and in accordance with the Activity Schedule shown in Exhibit 'C' attached hereto and made a part hereof; provided, however, that the contents of this Agreement shall supersede any provisions in Exhibit 'C' that is inconsistent herewith. Work shall commence upon authorization from the City. Unless a different date is set forth in the Activity Schedule, the term of this Agreement shall be for a period of one (1) year from the date of execution of this Agreement unless terminated sooner pursuant to the provisions of this Agreement or when the services are complete. Such term may be extended upon written agreement of both City and Consultant.

4. Additional Work

Consultant shall not be compensated for any services outside of the Scope of Services, except as provided in this paragraph. If changes in the work seem merited by Consultant or the City, a change in the scope of the work shall be processed by the City in the following manner: (1) a letter outlining the changes shall be forwarded to the City by Consultant with a statement of estimated changes in fee or time schedule, (2) an amendment to this Agreement shall be prepared by the City and executed by both parties before performance of such services or the City will not be required to pay for the changes in the scope of work. Such amendment shall not render ineffective or invalidate unaffected portions of this Agreement.

5. Maintenance of Records

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

6. Ownership and Use of Work

All documents and materials prepared pursuant to this Agreement shall be considered the property of City, and will be turned over to City upon demand, but in any event upon completion of the work. City reserves the right to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data or other documents and materials prepared under this Agreement without the permission of Consultant. All documents and materials shall be delivered in a reproducible form. As used herein, "documents and materials" include, but are not limited to, any original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, and computer files prepared or developed pursuant to this Agreement.

7. Findings Confidential

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

8. Conflict of Interest

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

9. <u>Delays in Performance</u>

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

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

10. Compliance with Law

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

b. Consultant shall assist the City, as requested, in obtaining and maintaining all permits, if any, required of Consultant by federal, state and local regulatory agencies.

11. Standard of Care

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

12. Assignment and Subconsultants

Consultant shall not assign, delegate, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the written consent of the City, which may be withheld for any reason. A consent to one assignment shall not be deemed to be consent to any subsequent assignment. Nothing contained herein shall prevent Consultant from employing independent associates and subconsultants as Consultant may deem appropriate to assist in the performance of services hereunder.

13. <u>Independent Consultant</u>

Consultant is retained as an independent Consultant and is not an agent or employee of the City. No employee or agent of Consultant shall by this Agreement become an agent or employee of the City. The work to be performed shall be in accordance with the work described in Exhibit 'A', subject to such directions and amendments from the City as herein provided. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

Consultant enters into this Agreement as, and shall continue to be, an independent consultant. All services shall be performed only by Consultant and Consultant's employees, if applicable. Under no circumstances shall Consultant, or any of Consultant's employees, look to the City as his or her employer, or as a partner, agent or principal. Neither Consultant, nor any of Consultant's employees, shall be entitled to any benefits accorded to City employees, including without limitation worker's compensation, disability insurance, vacation or sick pay. Consultant shall be responsible for providing, at Consultant's expense, and in Consultant's name, unemployment, disability, worker's compensation and other insurance, as well as licenses and permits usual or necessary for conducting the services.

14. Integration

This Agreement represents the entire understanding of the City and Consultant as to those matters contained herein, and supersedes and cancels any prior oral or written understanding, promises or representations with respect to those matters covered hereunder. To the extent that any provision or clause contained in an attachment to this Agreement conflicts with a provision or clause in the Agreement, the provision or clause in this Agreement shall control. This Agreement may not

be modified or altered except in writing signed by both parties hereto. This is an integrated Agreement.

15. <u>Insurance</u>

a. <u>Commercial General Liability</u>

- (i) The Consultant shall take out and maintain, during the performance of all work under this Agreement, in amounts not less than specified herein, Commercial General Liability Insurance, in a form and with insurance companies acceptable to the City.
- (ii) Coverage for Commercial General Liability insurance shall be at least as broad as the following:
 - (1) Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 0001)
- (iii) Commercial General Liability Insurance must include coverage for the following:
 - (1) Bodily Injury (including death) and Property Damage
 - (2) Personal Injury/Advertising Injury
 - (3) Premises/Operations Liability
 - (4) Products/Completed Operations Liability
 - (5) Aggregate Limits that Apply per Project
 - (6) Explosion, Collapse and Underground (UCX) exclusion deleted
 - (7) Contractual Liability with respect to this Contract
 - (8) Broad Form Property Damage
 - (9) Independent Consultants Coverage
 - (10) Sexual Misconduct Coverage, with no applicable sublimit
- (iv) All such policies shall name the City of Santee, its City Council and each member thereof, its officers, employees, and agents as Additional Insureds under the policy.
- (v) The general liability program may utilize either deductibles or provide coverage excess of a self-insured retention, subject to written approval by the City. All deductibles and self-insured retentions must be declared to the City prior to commencing work under this Agreement.

b. Automobile Liability

- (i) At all times during the performance of the work under this Agreement the Consultant shall maintain Automobile Liability Insurance for bodily injury (including death) and property damage including coverage for owned, non-owned and hired vehicles, in a form and with insurance companies acceptable to the City.
- (ii) Coverage for automobile liability insurance shall be at least as broad as Insurance Services Office Form Number CA 0001 (ed. 6/92) covering automobile liability, Code 1 (any auto).

(iii) The automobile liability program may utilize deductibles, but not a self-insured retention, subject to written approval by the City.

c. Workers' Compensation/Employer's Liability

- (i) At all times during the performance of the work under this Agreement the Consultant shall maintain Workers' Compensation in compliance with applicable statutory requirements and Employer's Liability Coverage in amounts indicated herein.
- (ii) Such insurance shall include an insurer's Waiver of Subrogation in favor of the City and will be in a form and with insurance companies acceptable to the City.
- (iii) If insurance is maintained, the workers' compensation and employer's liability program may utilize either deductibles or provide coverage excess of a self-insured retention, subject to written approval by the City.
- (iv) Before beginning work, the Consultant shall furnish to the City satisfactory proof that he/she has taken out for the period covered by the work under this Agreement, full compensation insurance for all persons employed directly by him/her to carry out the work contemplated under this Agreement, all in accordance with the "Workers' Compensation and Insurance Act," Division IV of the Labor Code of the State of California and any acts amendatory thereof. Consultant shall require all subconsultants to obtain and maintain, for the period covered by the work under this Agreement, worker's compensation of the same type and limits as specified in this Section.

d. <u>Professional Liability (Errors and Omissions)</u>

(i) At all times during the performance of the work under this Agreement and for 60 months following the date of Project completion and acceptance by the City, the Consultant shall maintain Professional Liability insurance, in a form and with insurance companies acceptance to the City and in an amount indicated herein; provided, however, that if the work under this Agreement involves teaching, coaching, or childcare, Consultant shall provide Educators Legal Liability ("ELL") insurance in lieu of Professional Liability insurance

e. Cyber Liability

(i) At all times during the performance of the work under this Agreement and for sixty (60) months following the date of Project completion, the Consultant shall carry and maintain, at its own expense, including any City-approved deductibles or retentions, Cyber Liability insurance in an amount stated herein. The Cyber Liability policy must include security and privacy liability, media liability, business interruption and extra expense, and cyber extortion liability, as specified by the City. Such coverage is required if Consultant provides products and/or services related to information technology

and electronic data processing (including hardware and software) to the City or as otherwise required by the City.

f. <u>Minimum Policy Limits Required</u>

i) The following insurance limits are required for the Agreement:

Combined Single Limit

\$2,000,000 per occurrence/\$4,000,000
aggregate for bodily injury (including death),
personal injury and property damage

Automobile Liability
\$1,000,000 per occurrence for bodily injury
(including death) and property damage

Employer's Liability
\$1,000,000 per accident for bodily injury or
disease

Professional Liability / ELL
\$1,000,000 per claim and aggregate (errors

and omissions)

Cyber Liability Insurance

\$1,000,000 per occurrence/\$2,000,000

If Consultant maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

g. <u>Evidence of Insurance Required</u>

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

h. Policy Provisions Required

(i) The City of Santee, its City Council and each member thereof, its officers, employees, and agents shall be named as an additional insured on the Commercial General Liability policy, and, if the Project involves environmental hazards, on the Pollution/Asbestos Liability policy using form 2010 1185 or equivalent. Any subconsultant, subcontractor or similar entity performing work on the Project must add the City as an additional insured using CG form 20 38, or broader

coverage. Blanket endorsements may be accepted at City's discretion. All policies shall contain or shall be endorsed to contain a provision that advanced written notice of any cancellation, including cancellation for non-payment of premium, shall be provided to the City. Statements that the carrier "will endeavor" and "that failure to mail such notice shall impose no obligation and liability upon the company, its agents or representatives," will not be acceptable on endorsements. At the City's sole discretion, the requirement to endorse policies to provide advanced written notice of cancellation to the City may be waived upon the Consultant's agreement that it shall provide the City with copies of any notices of cancellation immediately upon receipt.

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

i. Qualifying Insurers

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

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

j. <u>Additional Insurance Provisions</u>

- (i) The foregoing requirements as to the types and limits of insurance coverage to be maintained by Consultant, and any approval of said insurance by the City, is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Consultant pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.
- (ii) If at any time during the life of the Agreement, the Consultant fails to maintain in full force any insurance required by the Agreement documents the City may terminate the Agreement or may elect to withhold compensation in an amount sufficient to purchase insurance to replace any expired or insufficient coverage.
- (iii) The Consultant shall include all subconsultants as insureds under its policies or shall furnish separate certificates and endorsements for

- each subconsultant. All coverage for subconsultants shall be subject to all of the requirements stated herein.
- (iv) The City may require the Consultant to provide complete copies of all insurance policies in effect for the duration of the Project.
- (v) Neither the City, nor its City Council, nor any member of thereof, nor any of the directors, officers, employees, agents or volunteers shall be personally responsible for any liability arising under or by virtue of the Contract.

16. Indemnification

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

If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance as a "design professional" (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

17. Confidentiality

Consultant shall keep confidential all information, in whatever form, produced, prepared, observed or received by Consultant to the extent that such information is confidential by law or otherwise required by this Agreement.

18. Laws, Venue, and Attorneys' Fees

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

Termination or Abandonment

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

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Consultant shall assign	as Project Manager.	The Projec			
Manager shall not be removed from the I	Project or reassigned witl	nout the prior			
written consent of the City. Consultant	shall make every reason	able effort to			
maintain the stability and continuity of Consultant's staff assigned to perform the					
services required under this Agreement.	J	•			

20. Notice

Any notice or instrument required to be given or delivered by this Agreement may be given or delivered by depositing the same in any United States Post Office, certified mail, return receipt requested, postage prepaid, addressed as shown below and shall be effective upon receipt thereof.

CITY: CONSULTANT:
Marlene D. Best Attn:
City Manager Title
City of Santee Company
10601 Magnolia Avenue Address

10601 Magnolia Avenue Address Santee, CA 92071 Address

21. Third Party Rights

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

22. Severability and Waiver

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

23. Non-discrimination

CITY OF CANTEE.

Consultant will comply with all applicable federal, state and local laws, ordinances, and regulations, including the Americans with Disabilities Act (ADA), California Fair Employment and Housing Act (FEHA) and Title VII of the Civil Rights Act of 1964. Consultant will not discriminate in any way, against any person, on the ground of race, color, national origin, religion, religious creed, age (over 40), sex and gender (including pregnancy, childbirth, breastfeeding or related medical conditions), sexual orientation, gender identity, gender expression, disability (mental and physical), medical condition, genetic information, marital status, or military and veteran status, in connection with services under this Agreement.

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

CONCLUTANT.

CITT OF SANTEE.	CONSOLIANT.		
By: Marlene D. Best City Manager	By:		
APPROVED AS TO FORM:			
BEST BEST & KRIEGER LLP			
By:Shawn Hagerty City Attorney			

EXHIBIT 'A'SCOPE OF SERVICES

EXHIBIT 'B'SCHEDULE OF CHARGES

EXHIBIT 'C'ACTIVITY SCHEDULE