

24) **Professional Services Agreement for On-call Surveying and Mapping**

Approve and authorize the City Manager to execute the Professional Services Agreement with Guida Surveying Inc. not to exceed the amount of \$100,000 to provide on-call surveying and mapping services in such final form as approved by the City Attorney.

## **AGREEMENT FOR PROFESSIONAL SERVICES**

**Guida Surveying, Inc.**

### **ON-CALL SERVICES**

This Agreement for Professional Services (On-Call) (the "Agreement") is made and entered into as of January 10, 2023 by and between the City of Lake Elsinore, a municipal corporation (the "City") and Guida Surveying, Inc., a corporation (the "Consultant").

### **RECITALS**

A. The City has determined that it requires the following services:

On-call surveying and mapping.

B. The City has prepared a request for a proposals and Consultant has submitted to City a proposal, dated January 3, 2023, both of which are attached hereto as Exhibit A (collectively, the "Consultant's Proposal") and incorporated herein, to provide services and related work to the City pursuant to the terms of this Agreement.

C. Consultant possesses the skill, experience, ability, background, certification and knowledge to perform the services and related work described in this Agreement on the terms and conditions Agreement.

### **AGREEMENT**

1. Scope of Services. Consultant shall perform the services and related work described in Consultant's Proposal (Exhibit A). Consultant shall provide such services and related work at the time, place, and in the manner specified in Consultant's Proposal (Exhibit A), subject to the direction of the City through its staff that it may provide from time to time. Consultant acknowledges that the Scope of Services provides for 24 hour-a-day, 7 day-a-week, on-call and minor construction support on an as needed basis.

2. Time of Performance.

a. Time of Essence. Time is of the essence in the performance of this Agreement. The time for completion of the services and related work to be performed by Consultant is an essential condition of this Agreement. Consultant shall prosecute regularly and diligently the services and related work contemplated pursuant to this Agreement consistent with Consultant's Proposal (Exhibit A) and shall provide, furnish and pay all labor, materials, necessary tools, expendable equipment, and all taxes, utility and transportation services required to perform such the services and related work.

b. Performance Schedule. Consultant shall commence the services and related work pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services and related work within the time period(s) established in the Consultant's Proposal (Exhibit A). When requested by Consultant, extensions to the time period(s) specified may be approved in writing by the City Manager.

c. Term and Compliance with Task/Work Order System. Unless earlier terminated as provided elsewhere in this Agreement, this Agreement shall continue in full force and effect for a period commencing on January 10, 2023 and ending June 30, 2024. The City may, at its sole discretion, extend the term of this Agreement on a 12-month basis not to exceed 2 additional twelve (12) month renewal terms by giving written notice thereof to Consultant not less than thirty (30) days before the end of the contract term, such notice to be exercised by the City Manager.

Consultant hereby agrees and acknowledges that any and all work or services performed pursuant to this Agreement shall be based upon the issuance of a Task/Work Order by the City. Consultant acknowledges that it is not guaranteed any minimum or specific amount of work or services as all work or services shall be authorized through a Task/Work Order issued by the City.

3. Compensation. Compensation to be paid to Consultant shall be in accordance with the fees set forth in Consultants' Proposal (Exhibit A), which is attached hereto and incorporated herein by reference. In no event shall Consultant's compensation exceed one hundred thousand dollars (\$100,000.00) without additional written authorization from the City. Notwithstanding any provision of Consultant's Proposal to the contrary, out of pocket expenses set forth in Exhibit A shall be reimbursed at cost without an inflator or administrative charge. Payment by City under this Agreement shall not be deemed a waiver of defects, even if such defects were known to the City at the time of payment.

4. Method of Payment. Consultant shall promptly submit billings to the City describing the services and related work performed during the preceding month to the extent that such services and related work were performed. Consultant's bills shall be segregated by project task, if applicable, such that the City receives a separate accounting for work done on each individual task for which Consultant provides services. Consultant's bills shall include a brief description of the services performed, the date the services were performed, the number of hours spent and by whom, and a description of any reimbursable expenditures. City shall pay Consultant no later than forty-five (45) days after receipt of the monthly invoice by City staff.

5. Background Checks. At any time during the term of this Agreement, the City reserves the right to make an independent investigation into the background of Consultant's personnel who perform work required by this Agreement, including but not limited to their references, character, address history, past employment, education, social security number validation, and criminal or police records, for the purpose of confirming that such personnel are lawfully employed, qualified to provide the subject service or pose a risk to the safety of persons or property in and around the vicinity of where the services will be rendered or City Hall. If the City makes a reasonable determination that any of Consultant's prospective or then current personnel is deemed objectionable, then the City may notify Consultant of the same. Consultant shall not use that personnel to perform work required by this Agreement, and if necessary, shall replace him or her with a suitable worker.

6. Suspension or Termination.

a. 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 Consultant at least ten (10) days prior written notice. Upon receipt of such notice, the Consultant shall immediately cease all work under this Agreement, unless the notice provides otherwise. 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.

b. In the event this Agreement is terminated pursuant to this Section, the City shall pay to Consultant the actual value of the work performed up to the time of termination, provided that the work performed is of value to the City. Upon termination of the Agreement pursuant to this

Section, the Consultant will submit an invoice to the City, pursuant to Section entitled "Method of Payment" herein.

7. Plans, Reports, Documents

a. Ownership of Documents. All plans, studies, documents and other writings prepared by and for Consultant, its officers, employees and agents and subcontractors in the course of implementing this Agreement, except working notepad internal documents, shall become the property of the City upon payment to Consultant for such work, and the City shall have the sole right to use such materials in its discretion without further compensation to Consultant or to any other party. Consultant shall, at Consultant's expense, provide such reports, plans, studies, documents and other writings to City upon written request. City shall have sole determination of the public's rights to documents under the Public Records Act, and any third-party requests of Consultant shall be immediately referred to City, without any other actions by Consultant.

b. Licensing of Intellectual Property. This Agreement creates a nonexclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data"). Consultant shall require that all subcontractors agree in writing that City is granted a nonexclusive and perpetual license for any Documents & Data the subcontractors prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data, which were prepared by design professionals other than Consultant or provided, to Consultant by the City. City shall not be limited in any way in its use of the Documents & Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at City's sole risk.

c. Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents & Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Consultant shall not, without the prior written consent of City, use such materials for any purposes other than the performance of the services under this Agreement. Nor shall such materials be disclosed to any person or entity not connected with the performance of the services under this Agreement. Nothing furnished to Consultant, which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs relating to project for which Consultant's services are rendered, or any publicity pertaining to the Consultant's services under this Agreement in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

8. Consultant's Books and Records.

a. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to City for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Consultant to this Agreement.

b. Consultant shall maintain all documents and records which demonstrate performance under this Agreement for a minimum period of three (3) years, or for any longer period

required by law, from the date of termination or completion of this Agreement.

c. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business hours, upon written request by the City Manager, City Attorney, City Auditor or a designated representative of these officers. Copies of such documents shall be provided to the City for inspection at City Hall when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at Consultant's address indicated for receipt of notices in this Agreement.

d. Where City has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment or termination of Consultant's business, City may, by written request by any of the above-named officers, require that custody of the records be given to the City and that the records and documents be maintained in City Hall. Access to such records and documents shall be granted to any party authorized by Consultant, Consultant's representatives, or Consultant's successor-in-interest.

9. Independent Consultant.

a. Consultant is and shall at all times remain as to the City a wholly independent Consultant pursuant to California Labor Code Section 3353. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither City nor any of its officers, employees, or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents, except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of the City. Consultant shall not incur or have the power to incur any debt, obligation, or liability whatsoever against City, or bind City in any manner.

b. Notwithstanding any other federal, state and local laws, codes, ordinances and regulations to the contrary, Consultant and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

10. PERS Eligibility Indemnification. In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

11. Interests of Consultant. Consultant (including principals, associates and management employees) covenants and represents that it does not now have any investment or interest in real property and shall not acquire any interest, direct or indirect, in the area covered by this Agreement or any other source of income, interest in real property or investment which would be affected in any manner or degree by the performance of Consultant's services hereunder. Consultant further covenants and represents that in the performance of its duties hereunder no person having any such interest shall perform any services under this Agreement.

Consultant is not a designated employee within the meaning of the Political Reform Act because Consultant:

a. will conduct research and arrive at conclusions with respect to his/her rendition of information, advice, recommendation or counsel independent of the control and direction of the City or of any City official, other than normal agreement monitoring; and

b. possesses no authority with respect to any City decision beyond rendition of information, advice, recommendation or counsel. (FPPC Reg. 18700(a) (2).)

12. Ability of Consultant. City has relied upon the training and ability of Consultant to perform the services hereunder as a material inducement to enter into this Agreement. Consultant shall therefore provide properly skilled personnel to perform all services under this Agreement. All work performed by Consultant under this Agreement shall be in accordance with applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent Consultants in Consultant's field of expertise.

13. Compliance with Laws.

a. Consultant shall comply with all local, state and federal laws and regulations applicable to the services required hereunder, including any rule, regulation or bylaw governing the conduct or performance of Consultant and/or its employees, officers, or board members.

b. Consultant represents that it has obtained and will maintain at all times during the term of this Agreement all professional and/or business licenses, certifications and/or permits necessary for performing the services described in this Agreement, including a City business license.

14. Licenses. Consultant represents and warrants to City that it has the licenses, permits, qualifications, insurance and approvals of whatsoever nature, which are legally required of Consultant to practice its profession. Consultant represents and warrants to City that Consultant shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, insurance and approvals which are legally required of Consultant to practice its profession. Consultant shall maintain a City of Lake Elsinore business license.

15. Indemnity. Consultant shall indemnify, defend, and hold harmless the City and its officials, officers, employees, agents, and volunteers from and against any and all losses, liability, claims, suits, actions, damages, and causes of action arising out of any personal injury, bodily injury, loss of life, or damage to property, or any violation of any federal, state, or municipal law or ordinance, to the extent caused, in whole or in part, by the willful misconduct or negligent acts or omissions of Consultant or its employees, subcontractors, or agents, by acts for which they could be held strictly liable, or by the quality or character of their work. The foregoing obligation of Consultant shall not apply when (1) the injury, loss of life, damage to property, or violation of law arises from the sole negligence or willful misconduct of the City or its officers, employees, agents, or volunteers and (2) the actions of Consultant or its employees, subcontractor, or agents have contributed in no part to the injury, loss of life, damage to property, or violation of law. It is understood that the duty of Consultant to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Consultant from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Consultant acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

16. Insurance Requirements.

a. Insurance. Consultant, at Consultant's own cost and expense, shall procure and maintain, for the duration of the contract, unless modified by the City's Risk Manager, the following insurance policies.

i. Workers' Compensation Coverage. Consultant shall maintain Workers' Compensation Insurance and Employer's Liability Insurance for his/her employees in accordance with the laws of the State of California. In addition, Consultant shall require each subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California for all of the subcontractor's employees. Any notice of cancellation or non-renewal of all Workers' Compensation policies must be received by the City at least thirty (30) days prior to such change. The insurer shall agree to waive all rights of subrogation against City, its officers, agents, employees and volunteers for losses arising from work performed by Consultant for City. In the event that Consultant is exempt from Worker's Compensation Insurance and Employer's Liability Insurance for his/her employees in accordance with the laws of the State of California, Consultant shall submit to the City a Certificate of Exemption from Workers Compensation Insurance in a form approved by the City Attorney.

ii. General Liability Coverage. Consultant shall maintain commercial general liability insurance in an amount not less than one million dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Required commercial general liability coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (ed. 11/88) or Insurance Services Office form number GL 0002 (ed. 1/73) covering comprehensive General Liability and Insurance Services Office form number GL 0404 covering Broad Form Comprehensive General Liability. No endorsement may be attached limiting the coverage.

iii. Automobile Liability Coverage. Consultant shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired and non-owned vehicles, in an amount of not less than one million dollars (\$1,000,000) combined single limit for each occurrence. Automobile liability coverage must be at least as broad as Insurance Services Office Automobile Liability form CA 0001 (ed. 12/90) Code 1 ("any auto"). No endorsement may be attached limiting the coverage.

b. Endorsements. Each general liability and automobile liability insurance policy shall be with insurers possessing a Best's rating of no less than A:VII and shall be endorsed with the following specific language :

i. Notwithstanding any inconsistent statement in any required insurance policies or any subsequent endorsements attached thereto, the protection offered by all policies, except for Workers' Compensation, shall bear an endorsement whereby it is provided that, the City and its officers, employees, servants, volunteers and agents and independent Consultants, including without limitation, the City Manager and City Attorney, are named as additional insureds. Additional insureds shall be entitled to the full benefit of all insurance policies in the same manner and to the same extent as any other insureds and there shall be no limitation to the benefits conferred upon them other than policy limits to coverages.

ii. This policy shall be considered primary insurance as respects the City,

its elected or appointed officers, officials, employees, agents and volunteers. Any insurance maintained by the City, including any self-insured retention the City may have, shall be considered excess insurance only and shall not contribute with it.

iii. This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.

iv. The insurer waives all rights of subrogation against the City, its elected or appointed officers, officials, employees or agents.

v. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its elected or appointed officers, officials, employees, agents or volunteers.

vi. The insurance provided by this Policy shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days written notice has been received by the City.

c. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. At the City's option, Consultant shall demonstrate financial capability for payment of such deductibles or self-insured retentions.

d. Certificates of Insurance. Consultant shall provide certificates of insurance with original endorsements to City as evidence of the insurance coverage required herein. Certificates of such insurance shall be filed with the City on or before commencement of performance of this Agreement. Current certification of insurance shall be kept on file with the City at all times during the term of this Agreement.

17. Notices. Any notice required to be given under this Agreement shall be in writing and either served personally or sent prepaid, first class mail. Any such notice shall be addressed to the other party at the address set forth below. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to City: City of Lake Elsinore  
Attn: City Manager  
130 South Main Street  
Lake Elsinore, CA 92530

**With a copy to:** City of Lake Elsinore  
Attn: City Clerk  
130 South Main Street  
Lake Elsinore, CA 92530

If to Consultant: Guida Surveying, Inc.  
Attn: Bernie McNally  
380 State Place  
Escondido, CA 92029



18. Assignment and Subcontracting. The parties recognize that a substantial inducement to City for entering into this Agreement is the reputation, experience and competence of Consultant. Consultant shall be fully responsible to City for all acts or omissions of any subcontractors. Assignments of any or all rights, duties or obligations of the Consultant under this Agreement will be permitted only with the express consent of the City. Consultant shall not subcontract any portion of the work to be performed under this Agreement without the written authorization of the City. If City consents to such subcontract, Consultant shall be fully responsible to City for all acts or omissions of those subcontractors. Nothing in this Agreement shall create any contractual relationship between City and any subcontractor nor shall it create any obligation on the part of the City to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise is required by law.

19. Waiver. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this Agreement.

20. Litigation Expenses and Attorneys' Fees. If either party to this Agreement commences any legal action against the other party arising out of this Agreement, the prevailing party shall be entitled to recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and attorneys' fees.

21. Mediation. The parties agree to make a good faith attempt to resolve any disputes arising out of this Agreement through mediation prior to commencing litigation. The parties shall mutually agree upon the mediator and share the costs of mediation equally. If the parties are unable to agree upon a mediator, the dispute shall be submitted to JAMS or its successor in interest. JAMS shall provide the parties with the names of five qualified mediators. Each party shall have the option to strike two of the five mediators selected by JAMS and thereafter the mediator remaining shall hear the dispute. If the dispute remains unresolved after mediation, either party may commence litigation.

22. Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

23. Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

24. Prevailing Wages. Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. Consultant agrees to fully comply with all applicable federal and state labor laws (including, without limitation, if applicable, the Prevailing Wage Laws). It is agreed by the parties that, in connection with the work or services provided pursuant to this Agreement, Consultant shall bear all risks of payment or non-

payment of prevailing wages under California law, and Consultant hereby agrees to defend, indemnify, and hold the City, and its officials, officers, employees, agents, and volunteers, free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. The foregoing indemnity shall survive termination of this Agreement.

25. Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

26. Controlling Law Venue. This Agreement and all matters relating to it shall be governed by the laws of the State of California and any action brought relating to this Agreement shall be held exclusively in a state court in the County of Riverside.

27. Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party. The City Manager is authorized to enter into an amendment or otherwise take action on behalf of the City to make the following modifications to the Agreement: (a) a name change; (b) grant extensions of time; (c) non-monetary changes in the scope of services; and/or (d) suspend or terminate the Agreement.

28. Counterparts. This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

29. Entire Agreement; Incorporation; Conflict. This Agreement contains the entire understanding between the parties relating to the obligations described herein. All prior or contemporaneous understandings, agreements, representations and statements, oral or written, are superseded in total by this Agreement and shall be of no further force or effect. Consultant's Proposal is incorporated only for the description of the scope of services and/or the schedule of performance and no other terms and conditions from such proposal shall apply to this Agreement unless specifically agreed to in writing. In the event of conflict, this Agreement shall take precedence over those contained in the Consultant's Proposal.

30. Amendments. This Agreement may be modified or amended only by a written document executed by both Consultant and City and approved as to form by the City Attorney.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first written above.

"CITY"

CITY OF LAKE ELSINORE, a municipal corporation

"CONSULTANT"

Guida Surveying Inc., a Corporation

\_\_\_\_\_  
City Manager

By: Bernie McNally  
Its: Executive Vice President

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
Assistant City Manager

Attachments: Exhibit A – Consultant's Proposal

EXHIBIT A  
CONSULTANT'S PROPOSAL  
[ATTACHED]

January 3<sup>rd</sup>, 2023

Remon Habib  
City of Lake Elsinore  
City Engineer  
130 South Main St.  
Lake Elsinore, CA 92530

**Subject: Letter of Commitment to the City of Lake Elsinore for On-Call Surveying Services**

Dear Mr. Habib,

Guida Surveying Inc. would be pleased to provide on-call survey services to the City of Lake Elsinore. We agree to fully commit our resources, as needed, to successfully complete our tasks in a timely and efficient manner.

We look forward to working with City of Lake Elsinore on this opportunity. If you have any questions, please contact the undersigned.

Sincerely,



Bernie McNally  
Principal, Executive Vice President  
949.777.2041  
bmcnally@guidainc.com



## CITY OF LAKE ELSINORE | SURVEY AND MAPPING RATE SHEET

Rates effective on the execution date of the contract

### HOURLY RATES

LABOR DESCRIPTION	HOURLY RATE
Principal	\$260.00
Senior Project Manager	\$235.00
Project Manager	\$210.00
Senior Project Surveyor	\$195.00
Project Surveyor	\$185.00
Senior Survey Analyst	\$165.00
Survey Analyst	\$145.00
Survey Technician	\$125.00
Project Coordinator	\$125.00
Survey Intern	\$85.00

#### Field Survey Rates by Prevailing Wage Classification\*

1-Person Survey Crew	\$205.00
2-Person Survey Crew	\$330.00
3-Person Survey Crew	\$465.00

\*1-, 2- and 3-person survey crews are inclusive of survey vehicles, conventional and GPS survey equipment, and associated survey tools, safety equipment, etc.

### MINIMUM HOURLY CHARGE (PREVAILING WAGE ONLY)

Office classifications will be billed based on the hours worked, no minimum hourly charge. Field classifications will be billed on an hourly basis with a minimum of 4, 6, and 8 hours in accordance with prevailing wage requirements.

### ESCALATION

Rates will escalate annually on the anniversary of the contract's execution.

### OVERTIME

Straight time will be billed for all work performed on-site up to 8 hours each day, Monday through Friday. Overtime will begin after 8 hours, Monday through Friday and on Saturdays. Double time will begin after 12 hours and on Sundays and holidays. The overtime/double labor rates will include:

Overtime (on-site over 8 hours Mon-Fri and Sat)	1.5 times the hourly base rate
Sundays and Holidays	2.0 times the hourly base rate
Nighttime Non-Overtime	1.5 times the hourly base rate

### OTHER DIRECT COSTS

1. Reimbursable costs including but not limited to delivery or messenger fees, reproduction costs, agency fees, permits, title company fees, etc., shall be billed at cost plus 15% markup.
2. Mileage will be billed at the approved IRS rate.
3. Subconsultant fees shall be billed at cost plus 15% markup
4. Costs related to specialty survey requirements, (i.e., traffic control, specialty equipment, etc.) will be billed at cost plus 15% markup.
5. Expenses for any special equipment and/or requests shall be at the approval of the client.

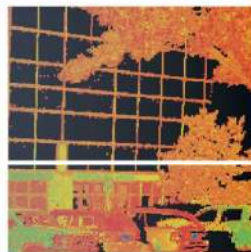
#### SOUTHERN CALIFORNIA LOCATIONS

LOS ANGELES 444 W Ocean Blvd, Suite 800, Long Beach, CA 90802 | ORANGE COUNTY 9241 Irvine Blvd, Suite 100, Irvine, CA 92618  
INLAND EMPIRE 3536 Concourses, Suite 201, Ontario, CA 92408 | SAN DIEGO 380 State Place, Escondido, CA 92029

WWW.GUIDAINC.COM



GUIDA SURVEYING, INC. | SAN DIEGO COUNTY OFFICE  
380 STATE PLACE, ESCONDIDO, CA 92029  
[WWW.GUIDAINC.COM](http://WWW.GUIDAINC.COM)



# PROPOSAL

City of Lake Elsinore, CA

Topographic Mapping for City Hall Project



December 20, 2022

03LTR22-063

Yu Tagai, PE  
Senior Civil Engineer  
City of Lake Elsinore

[ytagai@Lake-Elsinore.com](mailto:ytagai@Lake-Elsinore.com)

## PROPOSAL FOR: Topographic Mapping for City of Lake Elsinore City Hall Project

Dear Yu,

Guida Surveying, Inc. (Guida) appreciates the opportunity to submit our proposal for the project referenced above. We have carefully and thoughtfully reviewed your request and have developed the following Scope of Work (Exhibit A) and Schedule and Fee (Exhibit B).

Founded in 1988 and incorporated in 1995, Guida has solely provided land surveying and mapping services to teaming partners throughout California. We take great pride in employing professional land surveyors who are flexible, innovative, easy to work with, and dedicated to ensuring every relationship we develop with our clients starts with a foundation of trust and quality work. Our team brings a depth of expertise managing and serving on hundreds of local projects. This experience has led to the development and implementation of a proven project management process that helps to expedite work and allow a timely completion on budget. When it comes to surveying methods, Guida utilizes a blend of traditional methodologies with new and innovative technologies for the creation and delivery of the best and most accurate work products possible. We are constantly looking for new ways to utilize new equipment and software to help solve complex survey challenges. It is our goal to make your life easier by providing well-managed and well-delivered projects.

**Guida is a certified Small Business Enterprise (Department of General Services) as well as certified Woman Owned Business Enterprise (California Public Utilities Commission). The firm is registered with the Department of Industrial Relations under DIR #1000006862 and is signatory to a collective bargaining agreement with the International Union of Operating Engineers, Local 12 and Local 3.**

The following Guida proposal was prepared under the supervision of a professional licensed land surveyor and will be valid 120 days from the date noted on this cover letter. All communication associated with this proposal will be coordinated by the undersigned. Thank you very much for your time and we look forward to hearing from you soon.

PREPARED BY:

Justin Height, PLS  
Project Manager

T | 949-777-2063

E | [jheight@guidainc.com](mailto:jheight@guidainc.com)

REVIEWED BY:

Tim Fetting, PLS  
VP So Cal Operations





## EXHIBIT A SCOPE OF WORK

### PROJECT UNDERSTANDING

This proposal is based on your emails dated December 12, 2022 and the attached "Survey Limits" PDF, hereby incorporated by reference. It is our understanding that the City of Lake Elsinore is designing a City Hall building and will require additional topographic mapping, including surface utility features, along the alley just easterly of Main Street between Peck Street and Limited Street.

You have also requested that we map the right of way of the alley and crossing streets. A preliminary review of San Diego County records shows a moderate level of recent surveying activity, including portions of this project area. It is possible that during the performance of our survey we will find one or more circumstances that will trigger the requirement to file a Record of Survey with the County Surveyor to be in compliance with the provisions of the Professional Land Surveyors Act of California. We have included an optional scope and fee for preparation of an RS map should the need arise.

### PROJECT LIMITS

Topographic and utility mapping will include the street and alley areas shown on the "Survey Limits" PDF, copy attached.

### SCOPE OF WORK

#### Project Survey Control

- Establish project control for topographic and right of way surveying purposes and for future use during the construction phase. It is our understanding that previous topographic mapping has been prepared and we can relate our survey control to previous mapping datum if requested by the City, assuming the City can clearly identify the horizontal and vertical datums and existing benchmarks or control points.
- If there is no preference for a previous datum, we will relate our mapping to CCCS83 Zone 6 by ties to Continuous GPS stations and to NAVD88 by ties to the nearest City benchmark.
- Prepare notes for title sheet.

#### Topographic Mapping

- Perform field survey for topographic mapping purposes according to the requested items on the "Survey Limits" PDF.
- Download and process field data. Prepare topographic mapping and DTM surface as an AutoCAD/C3D drawing file.
- Prepare title sheet with notes, including project control and right of way notes.

#### Right of Way Mapping

- Research record maps that are available on the Riverside County My Survey Research website.
- Perform field survey to recover survey monuments for street and alley right of way mapping purposes.
- We will include the lot lines of abutting lots/parcels based on record information and assessor maps only. Our survey does not include surveys of lot/parcel lines. The lots/parcels will be labeled with owner name, street address and assessor parcel number as disclosed by publicly available records.

- Download and process field data. Prepare right of way mapping as an AutoCAD/C3D drawing file.
- Prepare notes for title sheet.

#### **Record of Survey (Optional)**

- Prepare Record of Survey map and supporting documents and calculations as required by the Riverside County Surveyor's office.
- Respond to County Surveyor map review comments.

#### **Utility Mapping**

- Obtain utility map and atlas information from the local providers, including gas, water, storm, sewer, cable, telephone, electric, and communications. Compute approximate alignments of subsurface utilities from record maps and atlases.
- Our field survey for topographic mapping will include visible surface utility features within the mapping limits, such as meters, valves, backflow devices, manholes, inlets, drains, hydrants, poles and overhead wires, light poles, traffic control devices, markers and paddles, etc. Storm and sewer manholes will be opened, dipped for invert elevations, and pipe sizes and directions noted if visible, unless the manhole or inlet is locked closed or if doing so would be a potential threat to the safety of our field personnel.
- Download and process data and create utility mapping as an AutoCAD drawing. Subsurface alignments will be oriented and adjusted to the surveyed locations of surface features where possible. Subsurface locations will be approximate and are based on best available evidence.

#### **Utility Detection & Marking (Optional)**

- We will engage the services of a utility locating subconsultant to detect and mark subsurface utilities in the mapping area prior to beginning of field surveying tasks.
- Include paint marks left by subconsultant in our field survey.

#### **Potholing (Optional)**

- We will engage the services of a utility locating subconsultant to perform up to maximum of five (5) potholes. The subconsultant has included permitting and traffic control in their scope for this task.
- Perform field survey of pothole markers left by subconsultant.

## **ASSUMPTIONS & RESPONSIBILITIES**

The following assumptions have been made:

- There is no requirement for an Encroachment Permit to perform the field survey work and the utility detection and marking work.
- The City will notify the landowners and/or tenants of our work and arrange for access as needed.
- The City will provide Record of Survey filing and recording fees when requested. Guida can also pay the fees and invoice as reimbursable expense with a 5% markup.
- The City will decide on the Utility Detection & Marking Option prior to the start of field surveying so that the Guida crew can include the paint marks in our survey.
- The City will determine the location of up to 5 potholes and provide direction. We assume that all potholes can be performed in one mobilization.

## **EXCLUSIONS**

All services not specifically described, including the following items, are excluded from our scope of work:

- Construction surveying.
- Other title research, title reports.
- Individual lot/parcel line surveys.

- Traffic control plans, permits, and services if required to safely complete survey work and utility detection & marking work in city streets.
- Government agency fees, filing fees, recording fees.
- Excessive or unreasonable map review comments. Our budget includes three submittals of any one document, map, or file: two drafts and a final.

## DELIVERABLES

### Project Survey Control

- Documentation of control with notes and diagrams to be added on the title sheet of the topographic mapping drawing file.

### Topographic Mapping

- AutoCAD/C3D drawing file with topographic features, DTM surface, and title sheet with notes.
- Survey points file, CSV format.

### Right of Way Mapping

- AutoCAD drawing file with resolved street and alley right of ways. Linework and labels only, no dimensioning.
- Documentation of right of way surveys with notes to be added on the title sheet of the topographic mapping drawing file.

### Record of Survey (Optional)

- Draft of RS Map, PDF format.
- Recorded RS Map, PDF format.

### Utility Mapping

- AutoCAD drawing file with subsurface utility linework and labels only, no dimensioning.
- Documentation of utility mapping notes to be added on the title sheet of the topographic mapping drawing file.

### Utility Detection & Marking (Optional)

- Paint marks on site.
- Reports from utility subconsultant, if any.

### Potholing (Optional)

- Pothole reports from utility subconsultant.
- Pothole survey points file, CSV format.



## EXHIBIT B SCHEDULE AND FEE

### SCHEDULE

To be determined between Guida Surveying, Inc. and the City of Lake Elsinore by mutual agreement.

### FEE

Our proposed services will be performed on a lump-sum basis and will be billed monthly as a percentage of completion. Based on our understanding of the requirements and our experience with similar projects, we will require the following lump sum fees:

<b>Project Control, Topographic Mapping, Right of Way Mapping</b>	\$19,500
<b>Record of Survey (Optional)</b>	\$5,700
<b>Utility Mapping</b>	\$3,700
<b>Utility Detection &amp; Marking (Optional)</b>	\$10,700
<b>Potholing (Optional)</b>	\$10,400

We have determined the cost of our services based on our understanding of the project and the scope and complexity. If circumstances change from what we know based on the information provided, or if the assumptions and responsibilities we have stated in this proposal change, we will re-evaluate the fee. We will keep you informed of our progress and will request your authorization for services that exceed the fee limits.



# LIMITS OF SURVEY CITY HALL



At minimum:

- All surface utilities (poles, cabinets, transformers, etc.)
- Centerline elevations for alleys, Prospect, Graham, Peck
- Overhead utilities and power lines that service homes coming off the poles along the alley way.
- Right-of-way lines along corridor
- Permanent structures (i.e. walls, buildings)
- Curbs