



LEMON GROVE CITY COUNCIL

CITY COUNCIL STAFF REPORT

Item No. 1.F

Meeting Date: October 20, 2020

Submitted to: Honorable Mayor and Members of the City Council

Department: Public Works Department

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

mjames@lemongrove.ca.gov

Item Title: **Approve a Professional Services Agreement for City Land Survey Services with Aguirre & Associates**

Recommended Action: Adopt a resolution (**Attachment A**) approving a professional services agreement for land survey services with Aguirre & Associates.

Summary: Aguirre & Associates has worked with the City of Lemon Grove on various projects since 2013. During this time, staff typically would approve one year agreements and renew the agreements each year. However, staff recommends a long-term agreement if approved by the City Council. Since expenditures during the five-year agreement will likely exceed the City Manager's authority for professional services agreements, which is established at \$30,000, staff recommends that the City Council approve a professional services agreement for City land survey services with Aguirre & Associates.

Background: City staff has always relied on the assistance of a qualified land surveyor to providing all survey needs. Since 2013, Aguirre & Associates has had a positive working relationship with the City in performing private and public land survey needs. Last fiscal year, staff negotiated a professional services agreement with Aguirre & Associates to continue its land survey work in an amount not to exceed \$30,000, which is the City Manager's approval authority maximum limit. That agreement expired on June 30, 2020 and staff is now recommending a longer-term (five-year) agreement be established with Aguirre & Associates to continue the working partnership moving forward.

A little more information about Aguirre & Associates, is it was founded in 1986, has provided land surveying, mapping and right-of-way engineering services throughout San Diego, Orange, Riverside, San Bernardino and Kern counties. It maintains a staff of seven and has extensive, and recent, experience in providing surveys and mapping for major railroad and light rail projects, water and wastewater projects, street, bike path, major road, highway and bridge projects, and environmental and mitigation site projects all within San Diego County. Many of the firm's employees have worked with the City on

previous projects and understand the City’s standards. Lastly, the firm is located in La Mesa and is available to respond immediately to any project and/or emergency in the field.

Discussion: Since January 2013, Aguirre & Associates has served as the City has outsourced land surveyor for all private and public projects. On June 30, 2020, the one-year agreement with Aguirre & Associates expired and the work that has been performed since that time has all been according to that expired agreement.

Staff recommends that a new five-year agreement is approved to provide a longer term partnership with Aguirre & Associates moving forward. Since, the total value of the agreement is estimated to not exceed \$150,000 over the five-year term the City Council is the approving authority. The scope of work that Aguirre & Associates will perform has not changed since the last agreement.

As noted in the draft agreement, there is also the option for the City Manager or her designee to extend the end date through January 1, 2026 in order to grant staff additional time to determine if continuing the partnership with Aguirre & Associates is in the City’s best interest or if a request for proposals should be advertised soliciting other interest.

In conclusion, Aguirre & Associates partnership with the City has proven to be extremely valuable because of established professional relationship and high quality professional services that the City has received.

Financial Summary: Staff created the table below to highlight the total amount paid to Aguirre & Associates since FY 2013-14.

Fiscal Year	Amount Expended
FY 2013-14	\$3,175.00
FY 2014-15	\$230.00
FY 2015-16	\$0.00
FY 2016-17	\$10,364.73
FY 2017-18	\$17,524.50
FY 2018-19	\$9,909.00
FY 2019-20	\$15,814.00
FY 2020-21 (thru October)	\$487.50

In eight years, \$57,504.73 has been paid to Aguirre & Associates, with an average annual expenditure of \$7,188.09. Taking into consideration the most recent three years as a baseline for work performed for the City, staff estimates that Aguirre & Associates budget will be between an annual minimum budget of \$20,000 and a maximum of \$30,000.

Categories	Budget	Reimbursable Amount
Private Development	\$20,000	\$20,000
Public Development	\$10,000	\$0

Total	\$30,000	\$20,000
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As shown in the total amount above, while the total contract with Aguirre & Associates is anticipated to not exceed \$30,000 per fiscal year, at least an anticipated \$20,000 is recoverable through private development deposits or fees charged by the City. If Aguirre & Associates only perform private development work all expenditures will be reimbursable to the City.

Environmental Review:

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

Fiscal Impact: In the Fiscal Year 2020-21 consolidated budget, \$30,000 is available to support the City’s land surveying agreement. The anticipated funding sources to support Aguirre & Associates agreement costs are listed below:

Funding Source	FY 2020-21 Available Budget	Explanation
Private Development Deposits/Fees	\$20,000	Reimbursement from deposit accounts.
General Fund - Engineering	\$3,334	Support for public projects.
General Fund - Streets	\$3,333	
Gas Tax Fund	\$3,333	

Beyond FY 2020-21, staff will update the annual consolidated budget with an estimate of how much it will cost to accomplish all survey work during the next fiscal year. Additionally, the professional services agreement includes language that authorizes the opportunity for Aguirre & Associates to request an annual cost escalation based on CPI-U or 2.5%, whichever amount is lower. The increase will take effect the following fiscal year no sooner than July 1st and is not automatic. All negotiations will be authorized and approved by the City Manager or her designee.

Public Notification: None.

Staff Recommendation: Adopt a resolution (**Attachment A**) approving a professional services agreement for land survey services with Aguirre & Associates.

Attachments:

Attachment A – Resolution

Attachment A – Professional Services Agreement

RESOLUTION NO. 2020-

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LEMON GROVE,
CALIFORNIA, APPROVING AN AGREEMENT FOR PROFESSIONAL SERVICES
WITH AGUIRRE & ASSOCIATES FOR CITY LAND SURVEY SERVICES**

WHEREAS, since 2013 the City of Lemon Grove has worked with Aguirre & Associates as a land survey service provider; and

WHEREAS, Aguirre & Associates is a professional land surveying company that has extensive experience in San Diego County, including Lemon Grove, as well as a well experienced staff that is familiar and can support the City with all of its surveying services; and

WHEREAS, since the last professional services agreement began in July 1, 2019, Aguirre & Associates provided full city land surveying services, which included as-needed surveying and mapping of various locations throughout the City. Aguirre & Associates is interested in continuing its partnership with the City; and

WHEREAS, the City Council finds it in the public interest to approve a professional services agreement with Aguirre & Associates for five years, with the option to extend the term for six additional months, and an annual budget not to exceed \$30,000 beginning in Fiscal Year 2020-21 project budget.

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

1. Approves a professional service agreement (Exhibit 1) with Aguirre & Associates to provide land surveying service; and
2. Establishes an initial term of five years from July 1, 2020 through June 30, 2025 with the option to extend the agreement for six months not to exceed January 1, 2026; and
3. Programs a fiscal year budget not to exceed \$30,000; and
4. Authorizes the City Manager or her designee to execute and manage the agreement, payments, term extensions and any annual cost adjustments.

PASSED AND ADOPTED on _____, 2020, the City Council of the City of Lemon Grove, California, adopted Resolution No. _____, passed by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Racquel Vasquez, Mayor

Attest: Shelley Chapel, MMC, City Clerk

Approved as to Form: Kristen Steinke, City Attorney

**AGREEMENT
BY AND BETWEEN
THE CITY OF LEMON GROVE
AND
AGUIRRE & ASSOCIATES**

THIS AGREEMENT is entered into this 21st day of October, 2020 by and between the CITY OF LEMON GROVE, a municipal corporation (the "CITY"), and AGUIRRE & ASSOCIATES, a professional land survey firm (the "CONSULTANT").

R E C I T A L S

WHEREAS, the CITY desires to employ a CONSULTANT to provide serve as the City's land surveyor and/or supplement the City's surveying service for ongoing projects as they may relate to capital improvement project, private development projects, grading permits, construction permits, city right-of-way and/or encroachment permits, public improvement projects and undergrounding utilities.

WHEREAS, the CITY has determined that the CONSULTANT is a professional construction management and engineering inspection firm and is qualified by experience and ability to perform the services desired by the CITY, and the CONSULTANT is willing to perform such services.

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

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

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

2. **SCOPE OF SERVICES.** The CONSULTANT will provide as-needed surveying and mapping of various locations throughout the City. Additional tasks include, but are not limited to:

- Control surveys (GPS and conventional),
- Design Surveys,
- Topographic Surveys and Mapping,
- Photogrammetry (UAV and conventional),
- Boundary and Land Net Surveys,
- Right-of-Way Surveys and Mapping,
- Preparation of Conveyance Document Exhibits,
- Construction Staking,
- Monument Preservation and Appropriate Map Filing, and

- Map Checking.

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

The CITY may unilaterally, or upon request from the CONSULTANT, from time to time reduce or increase the Scope of Services to be performed by the CONSULTANT under this Agreement. Upon doing so, the CITY and the CONSULTANT agree to meet in good faith and confer for the purpose of negotiating a corresponding reduction or increase in the compensation associated with said change in services.

3. PROJECT COORDINATION AND SUPERVISION.

Assistant City Manager / Public Works Director or designee hereby is designated as the Project Coordinator for the CITY and will monitor the progress and execution of this Agreement. The CONSULTANT shall assign a single Project Director to provide supervision and have overall responsibility for the progress and execution of this Agreement for the CONSULTANT. Mickey Aguirre or other designee is designated as the Project Director for the CONSULTANT.

4. COMPENSATION AND PAYMENT. The compensation for the CONSULTANT shall be based on monthly billings covering actual work performed. Billings shall include labor classifications, respective rates, hours worked and also materials, if any. The total cost for all work described in Section 2 and Exhibit "A" shall not exceed thirty thousand dollars and zero cents (\$30,000) annually (the base amount) without prior written authorization from the City Council. Monthly invoices will be processed for payment and remitted within thirty (30) days from receipt of invoice, provided that work is accomplished consistent with Section 2 as determined by and in the sole discretion of the CITY.

The CONSULTANT may request an annual cost increase, based the prior 12-month period ending on June each year, from the U.S. Bureau of Labor Statistics, Consumer Price Index for All Urban Consumers (CPI-U) in the San Diego Area or 2.5 percent, whichever ever percentage is less. The determined percentage will be applied to IEC's hourly rate as of June 30th. Any increase will take effect on July 1st.

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

5. LENGTH OF AGREEMENT. The start date of this agreement retroactively began on July 1, 2020 and will expire five years later on July 1, 2025. The agreement may be extended, by the City Manager or her designee, for six months not to exceed January 1, 2026, during which time the City will evaluate the existing agreement

to decide if the service shall be further extended by City Council approval or advertising a request for proposal.

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

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

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

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

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

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

subCONSULTANT(s) shall require the subCONSULTANT to adhere to the applicable terms of this Agreement.

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

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

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

11. **STANDARD OF CARE.**

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

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

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

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

12. **NON-DISCRIMINATION PROVISIONS.** The CONSULTANT shall not discriminate against any employee or applicant for employment because of age, race, color, ancestry, religion, sex, sexual orientation, marital status, national origin, physical handicap, or medical condition. The CONSULTANT will take positive action to insure that applicants are employed without regard to their age, race, color, ancestry, religion, sex, sexual orientation, marital status, national origin, physical handicap, or medical condition. Such action shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The CONSULTANT agrees to post in conspicuous places available to employees and applicants for employment any notices provided by the CITY setting forth the provisions of this non-discrimination clause.

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

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

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

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

shall not include liability for damages for death or bodily injury to persons, injury to property, or other loss, damage or expense arising from the sole negligence or willful misconduct by the CITY or its elected officials, officers, agents, and employees. CONSULTANT's indemnification obligations shall not be limited by the insurance provisions of this Agreement. The CITY AND CONSULTANT expressly agree that any payment, attorney's fees, costs or expense CITY incurs or makes to or on behalf of an injured employee under the CITY 's self-administered workers' compensation is included as a loss, expense, or cost for the purposes of this section, and that this section will survive the expiration or early termination of this Agreement.

15. **WORKERS' COMPENSATION.** The CONSULTANT shall comply with all of the provisions of the Workers' Compensation Insurance and Safety Acts of the State of California, the applicable provisions of Division 4 and 5 of the California Government Code and all amendments thereto; and all similar state or Federal acts or laws applicable; and shall indemnify, and hold harmless the CITY and its officers, and employees from and against all claims, demands, payments, suits, actions, proceedings and judgments of every nature and description, including reasonable attorney's fees and defense costs presented, brought or recovered against the CITY or its officers, employees, or volunteers, for or on account of any liability under any of said acts which may be incurred by reason of any work to be performed by the CONSULTANT under this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

18. **MEDIATION/ARBITRATION.** If a dispute arises out of or relates to this Agreement, or the breach thereof, the parties agree first to try, in good faith, to settle the dispute by mutual negotiation between the principles, and failing that through nonbinding mediation in San Diego, California, in accordance with the Commercial Mediation Rules of the American Arbitration Association (the "AAA"). The costs of mediation shall be borne equally by the parties.

19. **TERMINATION.** A. This Agreement may be terminated with or without cause by the CITY. Termination without cause shall be effective only upon 30-day's written notice to the CONSULTANT. During said 30-day period the CONSULTANT shall perform all services in accordance with this Agreement. The CONSULTANT may terminate this agreement upon thirty (30) days prior notice in the event of a continuing and material breach by the City of its obligations under this Agreement including but not limited to payment of invoices.

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

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

D. In the event of termination, all finished or unfinished Memoranda Reports, Maps, Drawings, Plans, Specifications and other documents prepared by the

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

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

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

22. MISCELLANEOUS PROVISIONS.

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

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

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

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

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

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

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

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

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

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

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

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

CITY OF LEMON GROVE

AGUIRRE & ASSOCIATES

(Corporation—signatures of 2 corporate officers)

(Partnership – one signature)

(Sole proprietorship – one signature)

By: _____
Lydia Romero
City Manager

By: _____
(Name)

(Title)

APPROVED AS TO FORM:

Kristen Steinke
City Attorney

By: _____
(Name)

(Title)

Exhibit "A"



AGUIRRE & ASSOCIATES

SCHEDULE OF HOURLY BILLING RATES

Effective January 1, 2020

LAND SURVEYING SERVICES - OFFICE

Principal Land Surveyor	PLS	\$165.00
Land Surveyor	LS	135.00
CAD Technician	CAD	95.00

LAND SURVEYING SERVICES - FIELD

1-Person Survey Crew	1PSC	125.00
1-Person Survey Crew (Prevailing Wage)	1PSC-PW	187.00
1-Person Survey Crew (GPS)	1PSC-GPS	125.00
GPS Crew Assistant	GPS-A	80.00
1-Person Survey Crew (GPS) (Prevailing Wage)	1PSC-GPS-PW	187.00
GPS Crew Assistant (Prevailing Wage)	GPS-A-PW	184.00
Survey Crew Party Chief	PC	125.00
Survey Crew Chainman	CH	80.00
Survey Crew Party Chief (Prevailing Wage)	PC-PW	187.00
Survey Crew Chainman (Prevailing Wage)	CH-PW	184.00

DIRECT COSTS

Prints and Copies	Cost
Delivery Charges	Cost
Photogrammetry	Cost

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