

SECOND AMENDMENT
TO AGREEMENT BY AND BETWEEN
RAY CARLSON AND ASSOCIATES, INC
AND
SONOMA COUNTY AGRICULTURAL PRESERVATION AND OPEN SPACE
DISTRICT

This Second Amendment to Agreement for As-Needed Land Surveyor Services ("Second Amendment"), effective upon execution by the District General Manager ("Effective Date"), is by and between the Sonoma County Agricultural Preservation and Open Space District, a California special district (hereinafter "District"), and Ray Carlson and Associates, Inc. a California corporation (hereinafter "Consultant").

RECITALS

WHEREAS, District and Consultant entered into that certain Agreement, dated (April 30th, 2019) for As-Needed Land Surveyor Services, to provide typical licensed land surveyor services for District fee and conservation easement properties located throughout Sonoma County ("Original Agreement"); and

WHEREAS District and the Consultant entered into a First Amendment to the Original Agreement ("First Amendment"), effective July 15, 2021, to (1) extend the term of the agreement to April 30, 2024; (2) update the rate sheet within the Scope of Work; and (3) add One Hundred Ten Thousand Dollars (\$110,000.00) for a total Agreement amount of One Hundred Eighty-Five Thousand Dollars (\$185,000.00);

WHEREAS, through the Second Amendment the District and Consultant desire to further amend the Agreement in order to extend the contract term through April 30, 2027, due to the continuing need for land surveyor services required for upcoming conservation easement acquisition and fee title transfers;

WHEREAS, through the Second Amendment the District and Consultant desire to further amend the Agreement in order to extend the contract term through April 30, 2027, due to the continuing need for land surveyor services required for upcoming conservation easement acquisition and fee title transfers.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

AGREEMENT

1. Paragraph 1.1 of the Agreement is hereby deleted and replaced with the following language:
"1.1 Consultant's Specified Services. Consultant shall perform the services described in

Exhibit A, Exhibit A-1, and Exhibit A-2, attached hereto and incorporated herein by this reference (hereinafter "Scope of Work"), and within the times or by the dates provided for in Exhibit A Exhibit A-1, and Exhibit A-2 and pursuant to Article 7, Prosecution of Work. Work will be authorized and performed only upon written authorization signed by District and consultant in a form attached hereto as Exhibit "B" ("Task Order"). Prior to work being performed under this Agreement, District and Consultant will establish and agree on the following information, which agreement shall be reflected in the Task Order:

- a. Specific description of tasks to be performed;
- b. Identification of any tasks deemed to be design professional services as defined under Government Code section 2782.8;
- c. Time allowed to perform work;
- d. Schedule for deliverables;
- e. A not-to-exceed cost;
- f. List of key personnel, if applicable;
- g. List of authorized subconsultants, if applicable; and
- h. Project-specific items to be provided by District.

In the event of a conflict between the body of this Agreement and Exhibit A, Exhibit A-1, and Exhibit A-2 the provisions in the body of this Agreement shall control. ”

2. Section 4 of the Agreement is hereby deleted and replaced with the following language:

“4. Term of Agreement. The term of this Agreement shall commence as of the Effective date of Original Agreement and terminate upon the depletion of the not-to-exceed amount listed in Section 2 or April 30, 2027, whichever is earlier, unless the Agreement is terminated earlier in accordance with the terms herein.”

3. Except to the extent the Agreement is specifically amended or supplemented hereby, the Agreement, together with exhibits is, and shall continue to be, in full force and effect as originally executed, and nothing contained herein shall, or shall be construed to modify, invalidate, or otherwise affect any provision of the Agreement or any right of District arising thereunder.
4. This Second Amendment shall be governed by and construed under the internal laws of the State of California, and any action to enforce the terms of this Second Amendment or for the breach thereof shall be brought and tried in the County of Sonoma.

/

/

/

DISTRICT AND CONSULTANT HAVE CAREFULLY REVIEWED THIS SECOND AMENDMENT AND EACH TERM AND PROVISION CONTAINED HEREIN AND, BY EXECUTION OF THIS SECOND AMENDMENT, SHOW THEIR INFORMED AND VOLUNTARY CONSENT THERETO.

IN WITNESS WHEREOF the parties hereto have executed this Number Amendment as of the Effective Date.

CONSULTANT: Ray Carlson & Associates, Inc,

SONOMA COUNTY AGRICULTURAL PRESERVATION AND OPEN SPACE DISTRICT

By: _____
Ray C. Carlson, P.L.S. 3890 Principal

By: _____
Misti Arias,
General Manager

Date: _____

Date: _____

APPROVED AS TO SUBSTANCE FOR DISTRICT:

By: _____
Jennifer Kuszmar
Acquisition Manager

Date: _____

APPROVED AS TO FORM BY:

By: _____
Lisa Pheatt,
Deputy County Counsel

CERTIFICATES OF INSURANCE ON FILE WITH THE DISTRICT:

By: _____
Michelle Nozzari,
Administrative Aide

Date: _____

EXHIBIT A - 2

Scope of Work

Key Personnel and Area of Expertise: Consultant's core team for the on-call services will include:

- Ray C. Carlson, P.L. S. 3890 (Principal)
- Robert M. Muollo, P.L.S. 7786
- Bruce Johnson, P.L.S. 7845
- Walter V. Moody, Gisp
- John C. Karcher, Cad/Gis Technician

Subconsultants:

- None indicated

Department of Industrial Relations (DIR) registration:

Registration #: 1000056651

Expiration: June 30, 2024 (Consultant will renew registration throughout the agreement term)

Board for Professional Engineers, Land Surveyors and Geologist registration for Ray C. Carlson:

Registration #: 3890

Expiration: June 30, 2022 (Consultant will renew registration throughout the agreement term)

Contract Procedures and Protocol:

All work under this As-Needed Agreement will be initiated by a District staff member. Specific details of each work assignment will be determined during project initiation, including the specific project scope of work, schedule for completion of the project scope and price, which will be set in accordance with Section 2 Payment of the Agreement.

For each project, the District may prepare a request for a project cost estimate from one or more consultants for a specific task or group of tasks. For complex projects where on-site inspection may be necessary to clarify the anticipated scope of work, a pre-quote conference may be held by District staff at the work site. If a pre-quote conference is scheduled by District staff, Consultant shall attend the conference. Consultant will respond to the District's request for project cost estimate with a written quote which shall include a description of the work to be performed and the proposed cost for all related services and materials. The District reserves the right to request clarification of a submitted project cost estimate. Based on the cost estimate submitted, the District will select a consultant based on its assessment of a consultant's capacity, qualifications, and record of service with the District and/or

other clients, as well as the proposed cost for the project. The District may select the lowest cost estimate, but reserves the right to consider other factors in determining which consultant to use for any specific Scope of Work. A Task Order will be prepared for the selected consultant based on the estimate received. The Task Order (see Exhibit B: Task Order) must be signed by District staff and the consultant prior to the commencement of work.

Background Materials to be Provided by District:

District staff will coordinate initial site visits where necessary and may provide Consultants with relevant materials such as:

- Project Description Location Map and Site Map
- District staff's Site Assessment Report and Map, if available
- Conservation or Open Space Easement Agreement
- Matching Grant Agreement, Transfer Agreement, Recreation Covenant, etc.
- Any relevant legal agreements pertaining to the Property (i.e., funding grants, life estates, cultural access agreements, etc.)
- Property Appraisals and Title Reports, if available
- GIS layers of conservation or open space easement boundary, any easement-designation areas, County protected lands, parcel ownership, County general plan, USGS Digital Ortho Quads, aerial imagery, and other layers as needed (will include terms and conditions of use of data)
- Information regarding any known cautions or restrictions that must be observed while on Property
- District standard guidelines including:
 - GIS Guidelines
 - GIS style file for approved symbology
 - Guidelines for saving ArcGIS projects on CD or USB drive

Scope of Work:

Consultant will carry out as-needed services for various properties. Consultant shall provide all equipment and software necessary to complete Tasks 1 described below:

TASK 1: Provide Typical Licensed Land Surveyor Services

- Locate boundaries and other locations on the ground and mark with appropriate temporary marker
- Prepare and/or plot legal descriptions and supporting materials
- Establish new monuments and complete Records of Survey
- Gather spatial data
- Create GIS data compatible with the District's GIS software
- Create maps, showing area boundaries, centerlines, man-made landmarks, etcetera



RAY CARLSON AND ASSOCIATES, INC.

2024 RATE SCHEDULE

<u>FIELD</u>	<u>HOURLY RATE</u>
1-Man Field Crew	\$ 227.00
2-Man Field Crew	375.00
3-Man Field Crew	478.00

One Hour Minimum for Field Crews

Field crew rates include the following items:
Standard monuments, survey stakes.

Separate rates for Specialized Equipment are shown below

TRAVEL

1-Man Travel	\$ 169.00
2-Man Travel	269.00
3-Man Travel	314.00

Please note: Ray Carlson and Associates, Inc. does not charge for mileage.

OFFICE

Professional Land Surveyor	\$ 252.00
Analysis	227.00
Calculations Consulting Descriptions Research	210.00
Mapping	163.00
Project Management	137.00
GIS: Analysis	216.00
Consulting Data Processing Meetings Research	200.00
Mapping	155.00
Project Management	130.00
Support Services: Field Prep ACC Packaging LLA Packaging	116.00
Plan Processing Clerical Service Errands	109.00

Records Recovery Fee \$100.00

COURT PREPARATION & APPEARANCE

Expert Witness Professional Land Surveyor	\$ 440.00
---	-----------

Four Hour Minimum

SPECIALIZED EQUIPMENT: These include Trimble Field Computer

Drone	\$330.00 per day
Drone Processing	\$160.00
Robotic Total Station	\$225.00 per day
GPS {	
• 1 Rover	\$346.00 per day
• 2 Rovers	\$577.00 per day
	• GEO-7X \$126.00 per day
	• GEO-XT \$115.00 per day

ATV \$80.00 per day *(Ray Carlson and Associates, Inc. staff use only)*

These rates are effective January 1, 2024

Mapping for a Better World™

LAND SURVEYING • GIS • PLANNING • RESEARCH

5331 Skylane Blvd • Santa Rosa, CA 95403 • PH: 707-528-7649

www.rcmaps.com • rca@rcmaps.com