

ATTACHMENT 1

FIRST AMENDMENT
TO AGREEMENT BY AND BETWEEN
CINQUINI & PASSARINO, INC.,
AND
SONOMA COUNTY AGRICULTURAL PRESERVATION AND OPEN SPACE
DISTRICT

This First Amendment ("First 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 specific district (hereinafter "District"), and Cinquini & Passarino, Inc., a California corporation (hereinafter "Consultant").

R E C I T A L S

WHEREAS, District and Consultant entered into that certain Agreement, dated April 30, 2019, to provide typical licensed land surveyor services and to oversee District staff serving as the District's Responsible Charge, as identified in Professional Land Surveyor's Act, for District fee and conservation easement properties located throughout Sonoma County ("Original Agreement"); and

WHEREAS, District and the Consultant will enter into a First Amendment to the Original Agreement ("First Amendment") to extend the term to April 30, 2024 due to the continuing need for land surveying services in support of ongoing conservation easement acquisition, fee title transfers, and stewardship. It is critical that Ag + Open Space have a clear understanding of the legal boundaries of all real property interests acquired; and

WHEREAS, District and Consultant desire to amend the Agreement in order 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 Thirty Thousand Dollars (\$130,000.00) for a total Agreement amount of Three Hundred and Five Thousand Dollars (\$305,000.00);

WHEREAS, the Original Agreement, as amended by the First Amendment, shall hereinafter be referred to as the "Agreement;" and

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

A G R E E M E N T

1. Exhibit A-1, attached hereto, is hereby attached to the Agreement and incorporated as though fully set forth herein.

ATTACHMENT 1

2. Paragraph 1.1 of the Agreement is hereby deleted and replaced with the following language:

Consultant's Specified Services. Consultant shall perform the services described in Exhibit "A" and "A-1," attached hereto and incorporated herein by this reference (hereinafter "Scope of Work"), and within the times or by the dates provided for in Scope of Work 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 Scope of Work, the provisions in the body of this Agreement shall control.

3. Paragraph 1 Article 2 of the Agreement is hereby deleted and replaced with the following language:

"2. Payment. Consultant shall be paid on a time and material/expense basis in accordance with the budget set forth in Scope of Work provided, however that total payments to the Consultant shall not exceed Three Hundred and Five Thousand Dollars (\$305,000.00) without prior written approval of District."

4. Article 3 Term of Agreement of the Agreement is hereby deleted and replaced with the following language:

"The term of this Agreement shall commence from April 30, 2019 and terminate upon the depletion of the not-to-exceed amount listed in Section 2 or April 30, 2024, whichever is earlier, unless the Agreement is terminated earlier in accordance with the terms herein."

ATTACHMENT 1

5. 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.
6. This 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 Amendment or for the breach thereof shall be brought and tried in the County of Sonoma.

[illegible]

ATTACHMENT 1

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

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

CONSULTANT: CINQUINI & PASSERINO, INC. SONOMA COUNTY AGRICULTURAL
PRESERVATION AND OPEN SPACE DISTRICT

By: _____
James M. Dickey, P.L.S. 7935
Principal

By: _____
Misti Arias,
General Manager

Date: _____

Date: _____

APPROVED AS TO SUBSTANCE FOR DISTRICT:

By: _____
Sheri Emerson,
Stewardship Program Manager

Date: _____

APPROVED AS TO FORM BY:

By: _____
Aldo Mercado,
Deputy County Counsel III

CERTIFICATES OF INSURANCE ON
FILE WITH THE DISTRICT:

By: _____
Sara Ortiz,
Administrative Aide

Date: _____

ATTACHMENT 1

EXHIBIT A-1 Scope of Work

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

- James M. Dickey, P.L.S. (Principal)
- Anthony G. Cinquini, P.E., P.L.S. (Quality Assurance)
- Mark Andrilla, P.E., P.L.S.
- Mathew Dudley, P.L.S.
- Jason Sweeney

Subconsultants:

- None indicated

Department of Industrial Relations (DIR) registration:

Registration #: 1000003267

Expiration: June 30, 2019 (Consultant will renew registration throughout the agreement term)

**Board for Professional Engineers, Land Surveyors and Geologist registration for
James Michael Dickey:**

Registration #: 7935

Expiration: December 31, 2019 (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

ATTACHMENT 1

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

ATTACHMENT 1

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 and 2 described below:

TASK 1:

- 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

TASK 2: **Serve as Responsible Charge – Professional Land Surveying**

Pursuant to California Code of Regulations Section 404.2, oversee District staff and separate baseline consultants in gathering and maintenance of data and preparation of map projects, examples of some of the potential map projects are below:

- **Property specific general information maps for internal and external use** - Site maps showing property boundary, general plan map, resource-based information, location maps, maps to support grant applications (vary in detail, content).
- **Site Assessment Maps** – Site Assessment Maps show property boundaries with aerial imagery and label site features as observed by District staff. Gathered data may include proposed easement designation areas and/or point features.
- **Project Structure Maps** – Project Structure Maps show property boundaries and easement designation areas and are attached to recorded conservation easements or easement amendments. Gathered spatial data may include boundaries of building envelopes, natural areas, etc. May involve formal survey of property boundaries, building envelopes, and/or other easement designation areas.
- **Baseline Maps** – Baseline Maps include location map, USGS map, soil map, vegetation map, baseline site/photo point map, General Plan map, and Assessor parcel map. Required data will include photo point location data collected using a global positioning system unit and may include spatial boundaries of easement designation areas.
- **Monitoring Maps** – Monitoring Maps show property boundaries and easement designation areas with aerial imagery, photo points, and monitoring route. Required data will include spatial data of photo points and the monitoring route, property boundaries, and easement-designation areas.

ATTACHMENT 1

Consultants (licensed land surveyor) would review and approve methods of data collection, processing, and maintenance, and development of draft map products prior to finalization, consistent with Section 8703 of the California Professional Land Surveyor's Act which states:

"The phrase "responsible charge of work" means the independent control and direction, by the use of initiative, skill and independent judgment, of the observations, measurements, and descriptions involved in land surveying work.

ATTACHMENT 1

Rate Sheet for Fiscal Years (FY 21-22, FY 22-23, FY 23-24)

OFFICE AND PROFESSIONAL	HOURLY RATE FY 21-22	HOURLY RATE FY 22-23	HOURLY RATE FY 23-24
Professional Land Surveyor (4 HOUR MINIMUM)	\$470.00	489.00	508.00
EXPERT WITNESS, DEPOSITIONS & CONSULTATIONS			
Professional Land Surveyor	\$275.00	286.00	297.00
LEGAL RESEARCH & COURT EXHIBITS			
Principal Professional Land Surveyor	\$220.00	229.00	238.00
Senior Professional Land Surveyor	\$195.00	203.00	211.00
Professional Land Surveyor	\$160.00 - \$185.00	166.00 – 192.00	173.00 – 200.00
Survey Technician	\$118.00.00 - \$165.00 (PLUS MATERIALS)	123.00 – 172.00	128.00 – 178.00
GIS Analyst	\$135.00	140.00	146.00
Word Processing, Clerical and Deliveries	\$100.00	104.00	108.00
FIELD CREWS INCLUDES VEHICLES, EQUIPMENT, MILEAGE & MATERIAL			
1 Person Field Party	\$195.00	203.00	211.00
1 Person GPS Party	\$220.00	229.00	238.00
2 Person Field Party	\$290.00	302.00	314.00
FIELD CREW CONSISTS OF PARTY CHIEF & CHAINMAN			
3 Person Field Party	\$410.00	426.00	443.00
FIELD CREWS CONSIST OF PARTY CHIEF, 2 CHAINMEN OR CHAINMAN & FLAGPERSON			
4 Person Field Party	\$472.00	491.00	511.00
FIELD CREWS CONSIST OF PARTY CHIEF, 3 CHAINMEN OR CHAINMAN & 2 FLAGPERSONS			
SUPPLEMENTAL ITEMS			
Outside Contract Work	Cost plus 15%	Cost plus 15%	Cost plus 15%
Overtime Work	1.2 x base rate	1.2 x base rate	1.2 x base rate
Over 8 Hours on Saturday, all day on Sundays or Holiday	1.4 x base crew rate	1.4 x base crew rate	1.4 x base crew rate
Night Work (shifts starting after 4 PM or before 5 AM)	10% additional	10% additional	10% additional

ATTACHMENT 1

	over base rates	over base rates	over base rates
Travel Time for 2-Man Crew (BEYOND 1 HOUR OF TRAVEL OUTSIDE AN 8 HOUR WORKDAY)	\$125.00 per hour	130.00	135.00