

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS  
ACTION AGENDA SUMMARY

DEPT: Public Works         

BOARD AGENDA # \*C-2

Urgent  Routine

AGENDA DATE March 2, 2010

CEO Concur with Recommendation YES  NO   
(Information Attached)

4/5 Vote Required YES  NO

SUBJECT:

Approval to Appoint Curt Chappell as the Interim County Surveyor

STAFF RECOMMENDATIONS:

Appoint Curt Chappell, Professional Land Surveyor (PLS 7992), as the Interim County Surveyor with full authority accorded by law to the County Surveyor in those duties related to land survey, until such time as a permanent County Surveyor is appointed.

FISCAL IMPACT:

Funding for this interim position will not exceed \$30,000 and is available in the Fiscal Year 2009-2010 Public Works Engineering budget.

BOARD ACTION AS FOLLOWS:

No. 2010-102

On motion of Supervisor O'Brien, Seconded by Supervisor Chiesa

and approved by the following vote,

Ayes: Supervisors: O'Brien, Chiesa, Monteith, DeMartini, and Chairman Grover

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

1) X Approved as recommended

2) \_\_\_\_\_ Denied

3) \_\_\_\_\_ Approved as amended

4) \_\_\_\_\_ Other:

MOTION: THIS ITEM WAS REMOVED FROM THE CONSENT CALENDAR AND PLACED ON NON-CONSENT FOR DISCUSSION AND CONSIDERATION

Christine Ferraro

ATTEST: CHRISTINE FERRARO TALLMAN, Clerk

File No.

## Approval to Appoint Curt Chappell as the Interim County Surveyor

### **DISCUSSION:**

The last incumbent performing the County Surveyor duties retired January 30<sup>th</sup>, 2010. The position is now vacant. Pursuant to County Code 2.16.010, the surveyor of the County shall be appointed by the Board of Supervisors.

The County Surveyor has statutory responsibility to provide professional land surveying expertise for the County in the review and disposition of all matters related to property boundary, right of ways and street locations, and other entitlements; prepare and review legal descriptions for land grants, annexations, incorporations, special districts and other County purposes, and review all maps and records of survey prior to recordation on behalf of the County. Many of these responsibilities are time sensitive. For example, review of parcel maps must occur within 20 days of submittal per the Subdivision Map Act. For this reason, the Department of Public Works intends to enter into a Professional Services Agreement with a licensed land surveyor to act as the Interim County Surveyor until the position can be permanently filled.

The Public Works Department sent a request of interest to six local surveyors on February 2, 2010. Of those, three responded and were ranked. Professional Land Surveyor Curt Chappell ranked first. The request letter and scope of work are attached for your information, as well as Mr. Chappell's response.

It is the Department of Public Work's intent to enter into a Professional Services Agreement with a Licensed Land Surveyor for three to six months. The Department is looking at long-term solutions to filling the position permanently. Previous to the last incumbent performing the County Surveyor functions, the Director of Public Works has historically performed the function. A county engineer registered as a civil engineer prior to January 1, 1982 was authorized to perform the necessary survey functions per Government Code Section 66401 (b). After January 1, 1982, a valid California Professional Land Surveyor's License is required. The current Director of Public Works was not registered prior to that date, and does not have a Land Surveyor's License, therefore making him ineligible to act as the County Surveyor.

Currently, none of the existing management staff have a land surveyor license, or a civil engineering license predating January 1982. It is anticipated that a member of the existing management staff will qualify for the survey license within 12 to 18 months. The Department will return to the Board at that time for a permanent appointment. Absent an internal qualified surveyor, a longer term personal service contractor may be a viable option.

The requested action will fill the immediate need for a County Surveyor and provide the Department sufficient time to develop a longer term solution.

## Approval to Appoint Curt Chappell as the Interim County Surveyor

### **POLICY ISSUES:**

The Board should consider if the recommended actions are consistent with its priorities of providing a safe community, a healthy community and a well-planned infrastructure system. Pursuant to County Code 2.16.010, the surveyor of the County shall be appointed by the Board of Supervisors.

### **STAFFING IMPACT:**

The Interim County Surveyor duties will be performed by a professional services contractor for three to six months.

### **CONTACT PERSON:**

Matt Machado, Director. Telephone: 209-525-6550

COPY

**ADDENDUM  
TO PROFESSIONAL DESIGN SERVICES AGREEMENT  
Curt Chappell, P.L.S. 7992, Zanetti Surveying & Mapping  
March 2, 2010**

Section 1.7 Is modified to read as follows,

Delegation and Assignment. This is a personal service contract, and the duties set forth herein shall not be delegated or assigned to any person or entity without the prior written consent of County.

Section 3.1 Is modified to read as follows,

Commencement and Completion of Work. The professional services to be performed pursuant to this Agreement shall commence within five (5) days after County delivers its Notice to Proceed.

Section 5.9 Not applicable

Section 7.4 Not applicable

Section 7.5 Not applicable

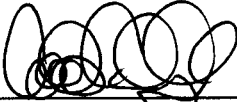
In witness whereof, the parties have executed this Amendment effective on the date written above.

**COUNTY OF STANISLAUS**

**PROFESSIONAL CONSULTANT**

By: \_\_\_\_\_

Matt Machado, Director  
Department of Public Works

By:  \_\_\_\_\_

Curt Chappell, P.L.S. 7992  
Zanetti Surveying & Mapping

Corporate Title: Owner

**APPROVED AS TO FORM:**

John P. Doering  
County Counsel

By:  \_\_\_\_\_

Thomas E. Boze  
Deputy County Counsel

COPY

**STANISLAUS COUNTY  
PROFESSIONAL DESIGN SERVICES AGREEMENT**

This Agreement is made and entered into by and between the **County of Stanislaus**, a political subdivision of the State of California, hereinafter referred to as "**County**" and **Curt Chappell, P.L.S 7992**, hereinafter referred to as "**Consultant**".

**NOW, THEREFORE**, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

**1.0 PROFESSIONAL SERVICES TO BE PROVIDED BY CONSULTANT**

1.1. Scope of Services: Consultant shall provide the professional services described in the County's Request for Proposal ("RFP") attached hereto as Exhibit "A" and incorporated herein by reference and Consultant's Response to County's RFP (the "Response"). A copy of said Response is attached hereto as Exhibit "B" and incorporated herein by this reference.

1.2. Professional Practices: All professional services to be provided by Consultant pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields and circumstances in accordance with sound professional practices. Consultant also represents that it is familiar with all laws that may affect its performance of this Agreement and shall advise County of any changes in any laws that may affect Consultant's performance of this Agreement.

1.3. Representations: Consultant represents that it has reviewed the RFP and that in its professional judgment the services to be performed under this Agreement can be performed within the maximum fee set forth herein below and within the time specified in the Project Schedule attached as Exhibit "D" and incorporated herein by this reference hereto. Consultant represents that it is qualified to perform the professional services required by this Agreement and possesses the necessary licenses and permits required to perform said services.

1.4. Warranty. Consultant warrants that it shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement.

1.5. Non-Discrimination. In performing this Agreement, Consultant shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religion, color, national origin, ancestry, age, physical handicap, medical condition, marital status, sexual gender or sexual orientation, except as permitted pursuant to Section 12940 of the Government Code. Violation of this provision may result in the imposition of penalties referred to in Labor Code, Section 1735.

1.6. Non-Exclusive Agreement. Consultant acknowledges that County may enter into agreements with other consultants for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to those services contemplated by this Agreement.

1.7. Delegation and Assignment. This is a personal service contract, and the duties set forth herein shall not be delegated or assigned to any person or entity without the prior written consent of County. Consultant may engage a subcontractor(s) as permitted by law and may employ other personnel to perform services contemplated by this Agreement at Consultant's sole cost and expense.

## 2.0 COMPENSATION AND BILLING

2.1. Compensation. Consultant shall be paid in accordance with the fee schedule set forth in Exhibit "C", attached hereto and made a part of this Agreement (the "Fee Schedule"). Consultant's compensation shall in no case exceed (Thirty Thousand Dollars) (\$30,000).

2.2. Reimbursements. In addition to the aforementioned fees, Consultant will be reimbursed for any expenses specifically set forth in a Project Scope of Work. All such reimbursement amounts are limited to those costs and expenses that are reasonable, necessary and actually incurred by the Consultant in connection with the services provided. The County shall not pay a mark up on any item of reimbursement. The County shall not pay for any item of overhead such as telephone, facsimile, postage, etc. All requests for reimbursement shall be accompanied by a copy of the original invoice.

2.3. Additional Services. Consultant shall not receive compensation for any services provided outside the scope of services specified in the Response unless the County or the Project Manager for this Project, prior to Consultant performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable.

2.4. Method of Billing. Consultant may submit invoices to County's Project Manager for approval on a progress basis, but no more often than once each calendar month. Said invoice shall be based on the total of all Consultants' services that have been completed to County's sole satisfaction. County shall pay Consultant's invoice within forty-five (45) days from the date County receives said invoice. Each invoice shall describe in detail, the services performed and the associated percentage of tasks completed. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

2.5. Records and Audits. Records of Consultant's services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to County or its Project Manager for inspection and/or audit at mutually convenient times for a period of three (3) years from the termination of this Agreement.

### 3.0 TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. The professional services to be performed pursuant to this Agreement shall commence within five (5) days after County delivers its Notice to Proceed. Said services shall be performed in strict compliance with the Project Schedule approved by County as set forth in Exhibit "D", attached hereto and incorporated herein by this reference. The Project Schedule may be amended by mutual agreement of the parties. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

3.2. Excusable Delays. Neither party shall be responsible for delays nor lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party.

### 4.0 TERM OF CONTRACT AND TERMINATION

4.1. Term. This Agreement shall commence upon approval by the County's Board of Supervisors and continue until the work required herein is completed, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

4.2. Notice of Termination. The County reserves and has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing written notice to Consultant. The termination of this Agreement shall be deemed effective upon receipt of the notice of termination. In the event of such termination, Consultant shall immediately stop rendering services under this Agreement unless directed otherwise by the County.

4.3. Compensation. In the event of termination, County shall pay Consultant for reasonable costs incurred and professional services satisfactorily performed up to and including the date of County's written notice of termination. Compensation for work in progress shall be prorated as to the percentage of work completed as of the effective date of termination in accordance with the fees set forth in Exhibit "C". In ascertaining the professional services actually rendered hereunder up to the effective date of termination of this Agreement, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents pertaining to the services contemplated herein whether delivered to the County or in the possession of the Consultant.

4.4. Documents. In the event of termination of this Agreement, all documents prepared by Consultant in its performance of this Agreement including, but not limited to, finished or unfinished design, development and construction documents, data studies, drawings, maps and reports, shall be delivered to the County within ten (10) days of delivery of termination notice to Consultant, at no cost to County. Any use of uncompleted documents without specific written authorization from Consultant shall be at County's sole risk and without liability or legal expense to Consultant.

## 5.0 INSURANCE REQUIREMENTS

5.1. Minimum Scope and Limits of Insurance. Consultant shall obtain and maintain during the life of this Agreement all of the following insurance coverages:

- (a) Comprehensive general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to any act or omission by Consultant under this Agreement or the general aggregate limit shall be twice the required occurrence limit.
- (b) Automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate.
- (c) Workers' compensation insurance as required by the State of California.
- (d) Professional errors and omissions ("E&O") liability insurance with policy limits of not less than One Million Dollars (\$1,000,000.00), per claim, in the aggregate, covering the negligent acts, errors, or omissions of Consultant in connection with the performance of Consultant's services. Consultant shall obtain and maintain, said E&O liability insurance during the life of this Agreement and for three years after completion of the work hereunder.

5.2. Endorsements. The Consultant shall obtain a specific endorsement to all required insurance policies, except Workers' Compensation insurance and Professional Liability insurance, naming the County and its officers, officials and employees as additional insureds regarding:

- (a) Liability arising from or in connection with the performance or omission to perform any term or condition of this Agreement by or on behalf of the Consultant, including the insured's general supervision of its subcontractors;
- (b) Services, products and completed operations of the Consultant;
- (c) Premises owned, occupied or used by the Consultant; and
- (d) Automobiles owned, leased, hired or borrowed by the Consultant.
- (e) For Workers' Compensation insurance, the insurance carrier shall agree to waive all rights of subrogation against the County, its officers, officials and employees for losses arising from the performance of or the omission to perform any term or condition of this Agreement by the Consultant.

5.3. Deductibles: Any deductibles, self-insured retentions or named insureds must be declared in writing and approved by County. At the option of the County, either: (a) the insurer shall reduce or eliminate such deductibles, self-insured retentions or named insureds, or (b) the Consultant shall provide a bond, cash, letter of credit, guaranty or other security satisfactory to the County guaranteeing payment of the self-insured retention or deductible and payment of any



and all costs, losses, related investigations, claim administration and defense expenses. The County, in its sole discretion, may waive the requirement to reduce or eliminate deductibles or self-insured retentions, in which case, the Consultant agrees that it will be responsible for and pay any self-insured retention or deductible and will pay any and all costs, losses, related investigations, claim administration and defense expenses related to or arising out of the Consultant's defense and indemnification obligations as set forth in this Agreement.

5.4. Certificates of Insurance: At least ten (10) days prior to the date the Consultant begins performance of its obligations under this Agreement, Consultant shall furnish County with certificates of insurance, and with original endorsements, showing coverage required by this Agreement, including, without limitation, those that verify coverage for subcontractors of the Consultant. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements shall be received and, in County's sole and absolute discretion, approved by County. County reserves the right to require complete copies of all required insurance policies and endorsements, at any time.

5.5. Non-limiting: Nothing in this Section or the insurance described herein shall be construed as limiting in any way, the indemnification provisions contained in this Agreement, or the liability of Consultant and Consultant's officers, employees, agents, representatives or subcontractors for payments of damages to persons or property.

5.6. Primary Insurance: The Consultant's insurance coverage shall be primary insurance regarding the County and County's officers, officials and employees. Any insurance or self-insurance maintained by the County or County's officers, officials and employees shall be excess of the Consultant's insurance and shall not contribute with Consultant's insurance. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County or its officers, officials and employees. The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5.7. Cancellation of Insurance: Each insurance policy required by this section shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party except after thirty (30) days prior written notice has been given to County. The Consultant shall promptly notify, or cause the insurance carrier to promptly notify, the County of any change in the insurance policy or policies required under this Agreement, including, without limitation, any reduction in coverage or in limits of the required policy or policies. Consultant shall maintain such coverage in effect for one (1) year after substantial completion of the project to the extent it is commercially available at reasonable rates.

5.8. California Admitted Insurer: Insurance shall be placed with California admitted insurers (licensed to do business in California) with a current rating by Best's Key Rating Guide of no less than A-:VII; provided, however, that if no California admitted insurance company provides the required insurance, it is acceptable to provide the required insurance through a United States domiciled carrier that meets the required Best's rating and that is listed on the current List of Eligible Surplus Line Insurers maintained by the California Department of Insurance.

5.9. Subcontractors: Consultant shall require that all of its subcontractors are subject to the insurance and indemnity requirements stated herein, or shall include all subcontractors as additional insureds under its insurance policies.

## 6.0 INDEMNIFICATION

6.1. Indemnification: To the fullest extent allowed by law, Consultant shall defend, indemnify, and hold harmless the County and its officers, agents, employees and representatives from and against any and all claims, suits, actions, losses, injuries, damages or expenses of every name, kind, and description, including litigation costs and reasonable attorney's fees incurred, which are founded upon, arise out of, pertain to, or relate to, directly or indirectly, in whole or in part, the alleged negligence, recklessness, or willful misconduct of Consultant, its officers, agents, employees, volunteers, representatives, contractors and subcontractors, excluding, however, such liabilities caused in part by the sole negligence, active negligence or willful misconduct of the County, its agents, employees, and representatives.

6.2. Duty to Defend: The duty of Consultant to indemnify and save harmless as set forth herein, shall include both the duty to indemnify and at Consultant's own cost and expense the duty to defend as set forth in Section 2778 of the California Civil Code. This duty to defend arises when such claim is made and shall be independent of any finding of the County's negligence. Consultant shall provide legal counsel reasonably acceptable to the County.

6.3. Duty to Cooperate: Each party shall notify the other party immediately in writing of any claim or damage related to activities performed under this Agreement. The parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under this Agreement. Specifically, Consultant shall take all steps necessary to assist the County in the defense of any claim brought by a contractor hired to construct the Project regarding any errors, flaws, and/or omissions in the plans or specifications of the Project.

6.4. Patent Rights: Consultant represents that professional services provided by Consultant pursuant to this Agreement does not infringe on any other copyrighted work. Consultant shall defend, indemnify and hold harmless the County from all loss, cost, damage, expense, liability or claims, including attorneys' fees, court costs, litigation expenses and expert consultant or witness fees, that may at any time arise for any infringement of the patent rights, copyright, trade secret, trade name, trademark, service mark or any other proprietary right of any person or persons in consequence of the use by the County of any articles or services supplied under this agreement.

## 7.0 GENERAL PROVISIONS

7.1. Entire Agreement: This Agreement constitutes the entire Agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing, and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.

7.2. Representatives. The Director of the Stanislaus County Department of Public Works, or his designee, shall be the representative of County for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of the County, called for by this Agreement, except as otherwise expressly provided in this Agreement. Consultant shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of Consultant called for by this Agreement, except as otherwise expressly provided in this Agreement.

7.3. Project Managers. County shall designate a Project Manager to work directly with Consultant in the performance of this Agreement. Consultant shall designate a Project Manager who shall represent it and be its agent in all consultations with County during the term of this Agreement. Consultant or its Project Manager shall attend and assist in all coordination meetings called by County.

7.4. Designated Personnel: A material covenant of this agreement is that the Consultant shall assign the individuals designated below to perform the functions designated so long as they continue in the employ of the Consultant. The designated individuals shall, so long as their performance continues to be acceptable to County, remain in charge of the services for the Project from beginning through completion of services.

- a. Project Manager:
- b. Lead/Manager:

7.5. Removal of Personnel or Sub-Consultants: If the County, in its sole discretion at any time during the term of this agreement, desires the removal of any person or sub-consultant assigned by Consultant to perform services, then the Consultant shall remove such person or consultant immediately upon receiving notice from the County.

7.6. Notices: Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery, facsimile or mail and shall be addressed as set forth below. Such communication shall be deemed served or delivered: a) at the time of delivery if such communication is sent by personal delivery; b) at the time of transmission if such communication is sent by facsimile; and c) 48 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

If to County:

Stanislaus County  
Department of Public Works  
Attn: Laurie Barton, Deputy Director  
1716 Morgan Road  
Modesto, California 95358

If to Consultant:

Curt Chappell, P.L.S. 7992  
Zanetti Surveying & Mapping  
8 Barton Park  
Oakdale, CA 95361

7.7. Attorneys' Fees: In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

7.8. Governing Law: This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Stanislaus County, California.

7.9. Assignment: Consultant shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Consultant's interest in this Agreement without County's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of County's consent, no subletting or assignment shall release Consultant of Consultant's obligation to perform all other obligations to be performed by Consultant hereunder for the term of this Agreement.

7.10. Independent Contractor: Consultant is and shall be acting at all times as an independent contractor and not as an employee of County. Consultant shall secure, at his expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder.

7.11. Ownership of Documents: Any interest, including copyright interests, of Consultant or its contractors or subconsultants in studies, reports, memoranda, computational sheets, drawings, plans or any other documents, including electronic data, prepared in connection with the Services, shall be the property of County. To the extent permitted by law, work product produced under this Agreement shall be deemed works for hire and all copyrights in such works shall be the property of the County. In the event that it is ever determined that any works created by Consultant or its subconsultants under this Agreement are not works for hire, Consultant hereby assigns to County all copyrights to such works. With the County's prior written approval, Consultant may retain and use copies of such works for reference and as documentation of experience and capabilities.

7.12. Reuse of Design Documents: Should the County desire to reuse the documents specified above and not use the services of the Consultant, then the County agrees to require the new consultant to assume any and all obligations for the reuse of the documents, and the County releases Consultant and its subconsultants from all liability associated with the reuse of such documents.

7.13. Public Records Act Disclosure: Consultant has been advised and is aware that all reports, documents, information and data including, but not limited to, computer tapes, discs or files furnished or prepared by Consultant, or any of its subcontractors, and provided to County

may be subject to public disclosure as required by the California Public Records Act (California Government Code Section 6250 et. seq.). Exceptions to public disclosure may be those documents or information that qualifies as trade secrets, as that term is defined in the California Government Code Section 6254.7, and of which Consultant informs County of such trade secret. The County will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The County shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

7.14. Responsibility for Errors: Consultant shall be responsible for its work and results under this Agreement. Consultant, when requested, shall furnish clarification and/or explanation as may be required by the County's representative, regarding any services rendered under this Agreement at no additional cost to County. In the event that an error or omission attributable to Consultant occurs, then Consultant shall, at no cost to County, provide all necessary design drawings, estimates and other Consultant professional services necessary to rectify and correct the matter to the sole satisfaction of County and to participate in any meeting required with regard to the correction.

7.15. Order of Precedence: In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of the RFP or the Response, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, this Agreement shall govern over both the Response and the RFP and the Response shall govern over the RFP.

7.16. Costs: Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

7.17. No Third Party Beneficiary Rights: This Agreement is entered into for the sole benefit of County and Consultant and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

7.18. Construction: The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

7.19. Amendments: Only a writing executed by the parties hereto or their respective successors and assigns may amend this Agreement.

7.20. Waiver: The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a

waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

7.21. Severability: If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party is materially impaired, which determination as made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

7.22. Counterparts: This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

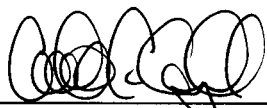
7.23. Corporate Authority: The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so, the parties hereto are formally bound to the provisions of this Agreement.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers:

**COUNTY OF STANISLAUS**

**PROFESSIONAL CONSULTANT**

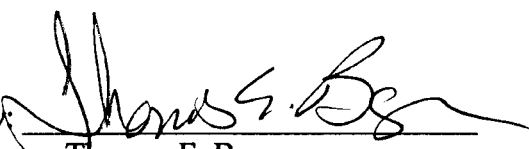
By: \_\_\_\_\_  
Matt Machado, Director  
Department of Public Works

By:  \_\_\_\_\_  
Curt Chappell, P.L.S. 7992  
Zanetti Surveying & Mapping

Corporate Title: Owner

**APPROVED AS TO FORM:**

John P. Doering  
County Counsel

By:  \_\_\_\_\_  
Thomas E. Boze  
Deputy County Counsel

COPY

**EXHIBIT A**

**COUNTY'S REQUEST FOR PROPOSAL**



**COPY** DEPARTMENT OF PUBLIC WORKS

**Matt Machado, PE**  
Director

**Laurie Barton, PE**  
Deputy Director, Engineering/Operations

**Diane Haugh**  
Assistant Director, Business/Finance

Engineering & Operations Division  
1716 Morgan Road, Modesto, CA 95358  
Phone: 209-525-4130; Fax: 209-525-4140

Date: February 2, 2010

RE: Professional Services Agreement for Interim County Surveyor

Dear Sirs:

Bill Jones, Stanislaus County Surveyor retired from the position as of January 29, 2010. The County plans to recruit for this position, but we realize this may take 3 to 6 months to accomplish. In the interim, we are interested in letting a professional services contract for services described in Exhibit A, Scope of Work. The County's Professional Services Agreement template is also attached.

If you are interested, please submit a letter of interest by February 9, 2010 that includes your availability and fee as determined by cost per hour. Please indicate in the letter that you can meet the terms of the Agreement. You may send the letter to me at 1716 Morgan Road, Modesto, CA 95358 or email it to [laurie.barton@stancounty.com](mailto:laurie.barton@stancounty.com). Please call if you have any questions. My cell is 209-505-3655 or my office is 209-525-4151.

Sincerely,

A handwritten signature in cursive script that reads "Laurie Barton".

Laurie Barton, Deputy Director of Engineering and Operations

Cc: Matt Machado, Director  
Firoz Vohra, Traffic Engineer and Engineering Services



COPY

## Exhibit A

### Professional Services Agreement Scope of Work County Surveyor

#### Job Summary:

Under managerial direction, provides professional land surveying expertise for the County in the review and disposition of all matters related to property boundary, right of ways and street locations, and other entitlements; prepares and reviews legal descriptions for land grants, annexations, incorporations, special districts and other County purposes; reviews all maps and records of survey prior to recordation; performs related work as assigned. An incumbent in this classification must file statements of economic interest with the Stanislaus County Clerk/Recorder.

The incumbent must not have any private business with the County that would present a conflict of interest to the position.

The incumbent shall be excluded from the candidate pool for selecting a permanent County Surveyor.

It is intended that the position will last 3 to 6 months at 8 to 16 hours per week. Compensation will not exceed \$30,000.

#### Job Characteristics:

This position will report to the Manager in the Traffic and Engineering Services Division of the Public Works Department. The incumbent will perform the duties of County Surveyor as prescribed by State law and County ordinances; may serve as an expert witness in cases dealing with boundary lines, easement disputes and right of ways and may provide technical expertise to the Board of Supervisors, County Departments, and special districts within the County in areas of authority. Pursuant to §27550 of the Government Code, the Office of Surveyor is declared an appointive position. Appointment to this position is approved by a majority vote of the Board of Supervisors with recommendation from the Public Works Director.

#### Examples of Duties:

- Reviews and/or directs the review of records of survey maps; executes the County Surveyor's Certificate for parcel maps, tract maps, records of survey and legal descriptions for recordation purposes and assumes statutory responsibility for the preparation and maintenance of such records.
- Reviews and prepares reports regarding tentative parcel maps, tract maps, lot line adjustments, conditional use permit applications, environmental impact reports, certificates of compliance and similar documents for compliance with laws, ordinances and regulations prior to acceptance and/or recordation.
- Researches records within the County Assessor's office, the County Recorder's office, the Clerk of the Board of Supervisor's office and the Surveyor's office to determine chain of title, verify legal ownership and the County's Rights of Way.
- Provides professional surveying knowledge and serves as subject matter expert for the County on matters relating to surveying, mapping, property use, easement and ownership issues.
- Provides information to the public regarding surveying and land development and public rights of way.

- **Monitors and interprets changes in laws and regulations related to surveying activities and functions; evaluates their impact upon County activities, and develops and implements policy and procedural changes as required.**

## **Knowledge of:**

- **Principles and practices of professional land surveying.**
- **Applicable laws, codes and regulations, including those concerning land development, easements, boundaries, and land use planning.**
- **Engineering mathematics through trigonometry.**
- **Specialized equipment and technology used in surveying such as surveying instruments, scanner, plotter, and associated software and/or database programs**
- **Knowledge of design techniques, tools, and principles involved in production of precision technical plans, blueprints, drawings, and models.**
- **Concepts and survey implications and applications of a geographic information system.**

## **Skills in:**

- **Reviewing and approving a variety of survey and mapping documents.**
- **Interpreting, applying and explaining complex federal, state and local laws and regulations related to the areas of responsibility and the land development process.**
- **Identifying complex problems and reviewing related information to develop and evaluate options and implement solutions.**
- **Using logic and reasoning to identify the strengths and weaknesses of alternative solutions, conclusions or approaches to problems.**

## **Ability to:**

- **Use initiative and independent judgment within laws and general policy guidelines.**

## **Licenses and Certification:**

- **Must possess a valid California Class C driver's license**
- **Must possess registration as a Professional Land Surveyor in the State of California or a Registered Civil Engineer with registration prior to January 1, 1982.**

## **Experience:**

- **Ten years of professional land surveying experience. Experience in both private and public sector employment is preferred.**

COPY

**EXHIBIT B**

**CONSULTANT'S RESPONSE TO COUNTY'S REQUEST FOR PROPOSAL**

COPY

zanetti surveying & mapping . 8 barton park . oakdale . california . 95361

February 5, 2010

Laurie Barton, Deputy Director of Engineering and Operations  
Stanislaus County – Department of Public Works  
1716 Morgan Road  
Modesto, California 95358

Ms. Barton,

Thank you for considering me for the Interim County Surveyor professional services contract. I am interested in filling the void while you carry out your recruitment process, and in turn, serving my community.

As my resume shows, I have worked in the land surveying/engineering field for the last ten years, with experience in projects of all kinds. I currently own a land surveying consulting firm in Oakdale, California.

I believe that my degree in Logistics and Operations Management coupled with my diversified land surveying background provides a base for managing the County's professional survey group that few, if any, candidates applying for this contract possess.

I have read the Terms of Agreement and can meet all of them. I will be available to start work on February 9<sup>th</sup>. My hourly fee would be \$65 per hour.

I have attached my resume and if requested, I can provide references from County employees who are familiar with my work.

Thanks again and good health,

Curt Chappell, P.L.S. 7992

Owner – Zanetti Surveying & Mapping  
curtcrock@sbcglobal.net  
408.375.5220

**CURT CHAPPELL, P.L.S. 7992**

8 Barton Park  
Oakdale, California 95361

408.375.5220  
curtcrock@sbcglobal.net

**SUMMARY**

- Professional Land Surveyor licensed in California
- Ten years of diversified surveying experience
- Bachelor of Science in Logistics and Operations Management
- Large-scale gas and utility facility/pipeline experience.
- Experience with Trimble Total Stations and Trimble RTK GPS
- Extensive internal and external customer service experience
- Fluent in Land Desktop Development/AutoCAD, CoGo and TGO
- Well versed in conventional and GPS field surveying techniques
- Experience giving testimony as an expert witness
- Ability to relocate and travel

**EXPERIENCE**

September 2007-  
Present

ZANETTI SURVEYING & MAPPING, Oakdale, California**Owner**

Scheduling project tasks, bidding projects, leading a field crew, performing quality control analysis via custom spreadsheets, data post-processing, coordinating with design team and ultimately construction personnel, training of personnel.

February 2006-  
September 2007

BENCHMARK ENGINEERING, Oakdale, California**Project Surveyor**

Field and office related work including, but not limited to, construction staking, boundary resolution, Tract Maps, Parcel Maps, Records of Survey, plat and legal descriptions, ALTA surveys, topographic surveys, lot line adjustments, annexations, subdivision planning, DTM modeling, GPS post-processing.

June 2004-  
January 2006/  
April 2001-  
September 2003

MH ENGINEERING, Morgan Hill, California**Mapping Department Manager**

Office related work including, but not limited to, construction staking, GPS surveying, boundary resolution, Tract Maps, Parcel Maps, Records of Survey, plat and legal descriptions, construction staking calcs, ALTA surveys, topographic surveys, lot line adjustments, annexations, subdivision planning, DTM modeling, public utility right-of-way work.

October 2003-  
May 2004

DAVID EVANS and ASSOCIATES, INC., Salida, California**Project Surveyor**

Field and office related work including, but not limited to, boundary resolution plats and legal descriptions, construction staking calcs, ALTA surveys, quality control, GPS surveying.

April 1999-  
March 2001

BRIAN KANGAS FOULK, Redwood City, California**Project Surveyor**

Field and office related work including, but not limited to, record boundaries, plats and legal descriptions, construction staking calcs, ALTA surveys, and other related tasks.

**EDUCATION**CALIFORNIA STATE UNIVERSITY, FRESNO

Bachelor of Science degree in Business Administration  
Concentration: Logistics and Operations Management.

COPY

**EXHIBIT C**

**CONSULTANTS FEE SCHEDULE**

COPY

zanetti surveying & mapping . 8 barton park . oakdale . california . 95361

February 5, 2010

Laurie Barton, Deputy Director of Engineering and Operations  
Stanislaus County – Department of Public Works  
1716 Morgan Road  
Modesto, California 95358

Ms. Barton,

Thank you for considering me for the Interim County Surveyor professional services contract. I am interested in filling the void while you carry out your recruitment process, and in turn, serving my community.

As my resume shows, I have worked in the land surveying/engineering field for the last ten years, with experience in projects of all kinds. I currently own a land surveying consulting firm in Oakdale, California.

I believe that my degree in Logistics and Operations Management coupled with my diversified land surveying background provides a base for managing the County's professional survey group that few, if any, candidates applying for this contract possess.

I have read the Terms of Agreement and can meet all of them. I will be available to start work on February 9<sup>th</sup>. My hourly fee would be \$65 per hour.

I have attached my resume and if requested, I can provide references from County employees who are familiar with my work.

Thanks again and good health,

Curt Chappell, P.L.S. 7992

Owner – Zanetti Surveying & Mapping  
curtcrock@sbcglobal.net  
408.375.5220

COPY

**EXHIBIT D**

**PROJECT SCHEDULE**



**Exhibit A**

**Professional Services Agreement  
Scope of Work  
County Surveyor**

**Job Summary:**

**Under managerial direction, provides professional land surveying expertise for the County in the review and disposition of all matters related to property boundary, right of ways and street locations, and other entitlements; prepares and reviews legal descriptions for land grants, annexations, incorporations, special districts and other County purposes; reviews all maps and records of survey prior to recordation; performs related work as assigned. An incumbent in this classification must file statements of economic interest with the Stanislaus County Clerk/Recorder.**

**The incumbent must not have any private business with the County that would present a conflict of interest to the position.**

**The incumbent shall be excluded from the candidate pool for selecting a permanent County Surveyor.**

**It is intended that the position will last 3 to 6 months at 8 to 16 hours per week. Compensation will not exceed \$30,000.**

**Job Characteristics:**

**This position will report to the Manager in the Traffic and Engineering Services Division of the Public Works Department. The incumbent will perform the duties of County Surveyor as prescribed by State law and County ordinances; may serve as an expert witness in cases dealing with boundary lines, easement disputes and right of ways and may provide technical expertise to the Board of Supervisors, County Departments, and special districts within the County in areas of authority. Pursuant to §27550 of the Government Code, the Office of Surveyor is declared an appointive position. Appointment to this position is approved by a majority vote of the Board of Supervisors with recommendation from the Public Works Director.**

**Examples of Duties:**

- **Reviews and/or directs the review of records of survey maps; executes the County Surveyor's Certificate for parcel maps, tract maps, records of survey and legal descriptions for recordation purposes and assumes statutory responsibility for the preparation and maintenance of such records.**
- **Reviews and prepares reports regarding tentative parcel maps, tract maps, lot line adjustments, conditional use permit applications, environmental impact reports, certificates of compliance and similar documents for compliance with laws, ordinances and regulations prior to acceptance and/or recordation.**
- **Researches records within the County Assessor's office, the County Recorder's office, the Clerk of the Board of Supervisor's office and the Surveyor's office to determine chain of title, verify legal ownership and the County's Rights of Way.**
- **Provides professional surveying knowledge and serves as subject matter expert for the County on matters relating to surveying, mapping, property use, easement and ownership issues.**
- **Provides information to the public regarding surveying and land development and public rights of way.**

- Monitors and interprets changes in laws and regulations related to surveying activities and functions; evaluates their impact upon County activities, and develops and implements policy and procedural changes as required.

**Knowledge of:**

- Principles and practices of professional land surveying.
- Applicable laws, codes and regulations, including those concerning land development, easements, boundaries, and land use planning.
- Engineering mathematics through trigonometry.
- Specialized equipment and technology used in surveying such as surveying instruments, scanner, plotter, and associated software and/or database programs
- Knowledge of design techniques, tools, and principles involved in production of precision technical plans, blueprints, drawings, and models.
- Concepts and survey implications and applications of a geographic information system.

**Skills in:**

- Reviewing and approving a variety of survey and mapping documents.
- Interpreting, applying and explaining complex federal, state and local laws and regulations related to the areas of responsibility and the land development process.
- Identifying complex problems and reviewing related information to develop and evaluate options and implement solutions.
- Using logic and reasoning to identify the strengths and weaknesses of alternative solutions, conclusions or approaches to problems.

**Ability to:**

- Use initiative and independent judgment within laws and general policy guidelines.

**Licenses and Certification:**

- Must possess a valid California Class C driver's license
- Must possess registration as a Professional Land Surveyor in the State of California or a Registered Civil Engineer with registration prior to January 1, 1982.

**Experience:**

- Ten years of professional land surveying experience. Experience in both private and public sector employment is preferred.

\*C-2

**JESSE STANLEY & ASSOCIATES**  
*Land Surveying - Engineering*

49 Willow Glen Ave., Oakdale, CA 95361  
(209) 847-9355

**STANISLAUS COUNTY**  
**BOARD OF SUPERVISORS**  
1010 10<sup>th</sup>. STREET  
MODESTO, CA. 95354  
Jeff Grover, Chairman

200 MAR - 1 P 12:08

BOARD OF SUPERVISORS



Feb.23, 2010

Mr. Grover:

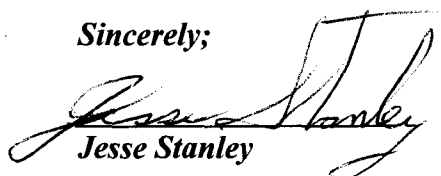
*I have had a Land Surveying-Engineering Business in Oakdale, for the last 24 years, it has been a pleasure working with the personnel that you have in the Surveyor's Office, Bill Jones, Chuck Kincaid and Larry Fontana. It is with great regret that Bill Jones has resigned. I have known these three people for 24 years and it has been a pleasure working with them.*

*It is my hope that you maintain that level of professionalism and knowledge in the Surveyor's Office that they have displayed. The County needs a full time Licensed Land Surveyor that knows Land Surveying and has the knowledge that these three person's have.*

*The G.I.S. that they have created in the last few years is unsurpassed in the State, anyone that has done Projects in Stanislaus County will vouch for this. They have the smoothest running system of all the Counties, and a far superior working relationship with all the Surveyors that do business in the County.*

*It is quite unbelievable that the County would even consider hiring another Land Surveyor when you already have one on staff, namely "Larry Fontana". It is with great concern to me that you have people on staff that are licensed and very competent. It appears that personality conflicts within the Public Works Dept. that don't know or understand what Land Surveying is all about are driving these actions. With the budget constraints that the County has it just doesn't make sense to have even a part time Surveyor to do what can already be done with the personnel that is presently there. Personally I think the County should review their policy on this matter. Believe me Mr. Grover I'm not alone in my concern.*

Sincerely;

  
Jesse Stanley

**STANISLAUS COUNTY PUBLIC WORKS  
ENGINEERING DIVISION  
1716 MORGAN ROAD  
MODESTO, CA 95358**

**TRANSMITTAL**

Date: March 11, 2010  
To: Suzi Seibert, Assistant Clerk of the Board  
Re: Attachment for March 2, 2010 – Item \*C-2  
From: Linda Allsop, Morgan Road  
209-525-4157

Hi Suzi:

Enclosed is the attachment for March 2, 2010 – Item \*C-2 to appoint Curt Chappell as the Interim County Surveyor.

BOARD OF SUPERVISORS  
2010 MAR 15 1 P 3:21

**ADDENDUM  
TO PROFESSIONAL DESIGN SERVICES AGREEMENT  
Curt Chappell, P.L.S. 7992, Zanetti Surveying & Mapping  
March 2, 2010**

Section 1.7 Is modified to read as follows,  
Delegation and Assignment. This is a personal service contract, and the duties set forth herein shall not be delegated or assigned to any person or entity without the prior written consent of County.

Section 3.1 Is modified to read as follows,  
Commencement and Completion of Work. The professional services to be performed pursuant to this Agreement shall commence within five (5) days after County delivers its Notice to Proceed.

Section 5.9 Not applicable

Section 7.4 Not applicable

Section 7.5 Not applicable

In witness whereof, the parties have executed this Amendment effective on the date written above.

**COUNTY OF STANISLAUS**

**PROFESSIONAL CONSULTANT**

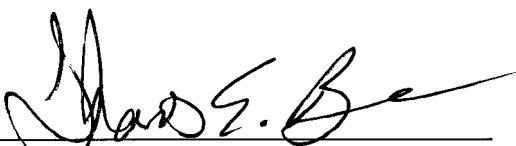
By:   
Matt Machado, Director  
Department of Public Works

By:   
Curt Chappell, P.L.S. 7992  
Zanetti Surveying & Mapping

Corporate Title: Owner

**APPROVED AS TO FORM:**

John P. Doering  
County Counsel

By:   
Thomas E. Boze  
Deputy County Counsel

**STANISLAUS COUNTY  
PROFESSIONAL DESIGN SERVICES AGREEMENT**

This Agreement is made and entered into by and between the **County of Stanislaus**, a political subdivision of the State of California, hereinafter referred to as "**County**" and **Curt Chappell, P.L.S 7992**, hereinafter referred to as "**Consultant**".

**NOW, THEREFORE**, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

**1.0 PROFESSIONAL SERVICES TO BE PROVIDED BY CONSULTANT**

1.1. Scope of Services: Consultant shall provide the professional services described in the County's Request for Proposal ("RFP") attached hereto as Exhibit "A" and incorporated herein by reference and Consultant's Response to County's RFP (the "Response"). A copy of said Response is attached hereto as Exhibit "B" and incorporated herein by this reference.

1.2. Professional Practices: All professional services to be provided by Consultant pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields and circumstances in accordance with sound professional practices. Consultant also represents that it is familiar with all laws that may affect its performance of this Agreement and shall advise County of any changes in any laws that may affect Consultant's performance of this Agreement.

1.3. Representations: Consultant represents that it has reviewed the RFP and that in its professional judgment the services to be performed under this Agreement can be performed within the maximum fee set forth herein below and within the time specified in the Project Schedule attached as Exhibit "D" and incorporated herein by this reference hereto. Consultant represents that it is qualified to perform the professional services required by this Agreement and possesses the necessary licenses and permits required to perform said services.

1.4. Warranty. Consultant warrants that it shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement.

1.5. Non-Discrimination. In performing this Agreement, Consultant shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religion, color, national origin, ancestry, age, physical handicap, medical condition, marital status, sexual gender or sexual orientation, except as permitted pursuant to Section 12940 of the Government Code. Violation of this provision may result in the imposition of penalties referred to in Labor Code, Section 1735.

1.6. Non-Exclusive Agreement. Consultant acknowledges that County may enter into agreements with other consultants for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to those services contemplated by this Agreement.

1.7. Delegation and Assignment. This is a personal service contract, and the duties set forth herein shall not be delegated or assigned to any person or entity without the prior written consent of County. Consultant may engage a subcontractor(s) as permitted by law and may employ other personnel to perform services contemplated by this Agreement at Consultant's sole cost and expense.

## **2.0 COMPENSATION AND BILLING**

2.1. Compensation. Consultant shall be paid in accordance with the fee schedule set forth in Exhibit "C", attached hereto and made a part of this Agreement (the "Fee Schedule"). Consultant's compensation shall in no case exceed (Thirty Thousand Dollars) (\$30,000).

2.2. Reimbursements. In addition to the aforementioned fees, Consultant will be reimbursed for any expenses specifically set forth in a Project Scope of Work. All such reimbursement amounts are limited to those costs and expenses that are reasonable, necessary and actually incurred by the Consultant in connection with the services provided. The County shall not pay a mark up on any item of reimbursement. The County shall not pay for any item of overhead such as telephone, facsimile, postage, etc. All requests for reimbursement shall be accompanied by a copy of the original invoice.

2.3. Additional Services. Consultant shall not receive compensation for any services provided outside the scope of services specified in the Response unless the County or the Project Manager for this Project, prior to Consultant performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable.

2.4. Method of Billing. Consultant may submit invoices to County's Project Manager for approval on a progress basis, but no more often than once each calendar month. Said invoice shall be based on the total of all Consultants' services that have been completed to County's sole satisfaction. County shall pay Consultant's invoice within forty-five (45) days from the date County receives said invoice. Each invoice shall describe in detail, the services performed and the associated percentage of tasks completed. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

2.5. Records and Audits. Records of Consultant's services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to County or its Project Manager for inspection and/or audit at mutually convenient times for a period of three (3) years from the termination of this Agreement.

### **3.0 TIME OF PERFORMANCE**

3.1. Commencement and Completion of Work. The professional services to be performed pursuant to this Agreement shall commence within five (5) days after County delivers its Notice to Proceed. Said services shall be performed in strict compliance with the Project Schedule approved by County as set forth in Exhibit "D", attached hereto and incorporated herein by this reference. The Project Schedule may be amended by mutual agreement of the parties. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

3.2. Excusable Delays. Neither party shall be responsible for delays nor lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party.

### **4.0 TERM OF CONTRACT AND TERMINATION**

4.1. Term. This Agreement shall commence upon approval by the County's Board of Supervisors and continue until the work required herein is completed, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

4.2. Notice of Termination. The County reserves and has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing written notice to Consultant. The termination of this Agreement shall be deemed effective upon receipt of the notice of termination. In the event of such termination, Consultant shall immediately stop rendering services under this Agreement unless directed otherwise by the County.

4.3. Compensation. In the event of termination, County shall pay Consultant for reasonable costs incurred and professional services satisfactorily performed up to and including the date of County's written notice of termination. Compensation for work in progress shall be prorated as to the percentage of work completed as of the effective date of termination in accordance with the fees set forth in Exhibit "C". In ascertaining the professional services actually rendered hereunder up to the effective date of termination of this Agreement, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents pertaining to the services contemplated herein whether delivered to the County or in the possession of the Consultant.

4.4. Documents. In the event of termination of this Agreement, all documents prepared by Consultant in its performance of this Agreement including, but not limited to, finished or unfinished design, development and construction documents, data studies, drawings, maps and reports, shall be delivered to the County within ten (10) days of delivery of termination notice to Consultant, at no cost to County. Any use of uncompleted documents without specific written authorization from Consultant shall be at County's sole risk and without liability or legal expense to Consultant.



## 5.0 INSURANCE REQUIREMENTS

5.1. Minimum Scope and Limits of Insurance. Consultant shall obtain and maintain during the life of this Agreement all of the following insurance coverages:

- (a) Comprehensive general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to any act or omission by Consultant under this Agreement or the general aggregate limit shall be twice the required occurrence limit.
- (b) Automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate.
- (c) Workers' compensation insurance as required by the State of California.
- (d) Professional errors and omissions ("E&O") liability insurance with policy limits of not less than One Million Dollars (\$1,000,000.00), per claim, in the aggregate, covering the negligent acts, errors, or omissions of Consultant in connection with the performance of Consultant's services. Consultant shall obtain and maintain, said E&O liability insurance during the life of this Agreement and for three years after completion of the work hereunder.

5.2. Endorsements. The Consultant shall obtain a specific endorsement to all required insurance policies, except Workers' Compensation insurance and Professional Liability insurance, naming the County and its officers, officials and employees as additional insureds regarding:

- (a) Liability arising from or in connection with the performance or omission to perform any term or condition of this Agreement by or on behalf of the Consultant, including the insured's general supervision of its subcontractors;
- (b) Services, products and completed operations of the Consultant;
- (c) Premises owned, occupied or used by the Consultant; and
- (d) Automobiles owned, leased, hired or borrowed by the Consultant.
- (e) For Workers' Compensation insurance, the insurance carrier shall agree to waive all rights of subrogation against the County, its officers, officials and employees for losses arising from the performance of or the omission to perform any term or condition of this Agreement by the Consultant.

5.3. Deductibles: Any deductibles, self-insured retentions or named insureds must be declared in writing and approved by County. At the option of the County, either: (a) the insurer shall reduce or eliminate such deductibles, self-insured retentions or named insureds, or (b) the Consultant shall provide a bond, cash, letter of credit, guaranty or other security satisfactory to the County guaranteeing payment of the self-insured retention or deductible and payment of any

and all costs, losses, related investigations, claim administration and defense expenses. The County, in its sole discretion, may waive the requirement to reduce or eliminate deductibles or self-insured retentions, in which case, the Consultant agrees that it will be responsible for and pay any self-insured retention or deductible and will pay any and all costs, losses, related investigations, claim administration and defense expenses related to or arising out of the Consultant's defense and indemnification obligations as set forth in this Agreement.

5.4. Certificates of Insurance: At least ten (10) days prior to the date the Consultant begins performance of its obligations under this Agreement, Consultant shall furnish County with certificates of insurance, and with original endorsements, showing coverage required by this Agreement, including, without limitation, those that verify coverage for subcontractors of the Consultant. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements shall be received and, in County's sole and absolute discretion, approved by County. County reserves the right to require complete copies of all required insurance policies and endorsements, at any time.

5.5. Non-limiting: Nothing in this Section or the insurance described herein shall be construed as limiting in any way, the indemnification provisions contained in this Agreement, or the liability of Consultant and Consultant's officers, employees, agents, representatives or subcontractors for payments of damages to persons or property.

5.6. Primary Insurance: The Consultant's insurance coverage shall be primary insurance regarding the County and County's officers, officials and employees. Any insurance or self-insurance maintained by the County or County's officers, officials and employees shall be excess of the Consultant's insurance and shall not contribute with Consultant's insurance. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County or its officers, officials and employees. The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5.7. Cancellation of Insurance: Each insurance policy required by this section shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party except after thirty (30) days prior written notice has been given to County. The Consultant shall promptly notify, or cause the insurance carrier to promptly notify, the County of any change in the insurance policy or policies required under this Agreement, including, without limitation, any reduction in coverage or in limits of the required policy or policies. Consultant shall maintain such coverage in effect for one (1) year after substantial completion of the project to the extent it is commercially available at reasonable rates.

5.8. California Admitted Insurer: Insurance shall be placed with California admitted insurers (licensed to do business in California) with a current rating by Best's Key Rating Guide of no less than A-VII; provided, however, that if no California admitted insurance company provides the required insurance, it is acceptable to provide the required insurance through a United States domiciled carrier that meets the required Best's rating and that is listed on the current List of Eligible Surplus Line Insurers maintained by the California Department of Insurance.

5.9. Subcontractors: Consultant shall require that all of its subcontractors are subject to the insurance and indemnity requirements stated herein, or shall include all subcontractors as additional insureds under its insurance policies.

## 6.0 INDEMNIFICATION

6.1. Indemnification: To the fullest extent allowed by law, Consultant shall defend, indemnify, and hold harmless the County and its officers, agents, employees and representatives from and against any and all claims, suits, actions, losses, injuries, damages or expenses of every name, kind, and description, including litigation costs and reasonable attorney's fees incurred, which are founded upon, arise out of, pertain to, or relate to, directly or indirectly, in whole or in part, the alleged negligence, recklessness, or willful misconduct of Consultant, its officers, agents, employees, volunteers, representatives, contractors and subcontractors, excluding, however, such liabilities caused in part by the sole negligence, active negligence or willful misconduct of the County, its agents, employees, and representatives.

6.2. Duty to Defend: The duty of Consultant to indemnify and save harmless as set forth herein, shall include both the duty to indemnify and at Consultant's own cost and expense the duty to defend as set forth in Section 2778 of the California Civil Code. This duty to defend arises when such claim is made and shall be independent of any finding of the County's negligence. Consultant shall provide legal counsel reasonably acceptable to the County.

6.3. Duty to Cooperate: Each party shall notify the other party immediately in writing of any claim or damage related to activities performed under this Agreement. The parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under this Agreement. Specifically, Consultant shall take all steps necessary to assist the County in the defense of any claim brought by a contractor hired to construct the Project regarding any errors, flaws, and/or omissions in the plans or specifications of the Project.

6.4. Patent Rights: Consultant represents that professional services provided by Consultant pursuant to this Agreement does not infringe on any other copyrighted work. Consultant shall defend, indemnify and hold harmless the County from all loss, cost, damage, expense, liability or claims, including attorneys' fees, court costs, litigation expenses and expert consultant or witness fees, that may at any time arise for any infringement of the patent rights, copyright, trade secret, trade name, trademark, service mark or any other proprietary right of any person or persons in consequence of the use by the County of any articles or services supplied under this agreement.

## 7.0 GENERAL PROVISIONS

7.1. Entire Agreement: This Agreement constitutes the entire Agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing, and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.

7.2. Representatives. The Director of the Stanislaus County Department of Public Works, or his designee, shall be the representative of County for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of the County, called for by this Agreement, except as otherwise expressly provided in this Agreement. Consultant shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of Consultant called for by this Agreement, except as otherwise expressly provided in this Agreement.

7.3. Project Managers. County shall designate a Project Manager to work directly with Consultant in the performance of this Agreement. Consultant shall designate a Project Manager who shall represent it and be its agent in all consultations with County during the term of this Agreement. Consultant or its Project Manager shall attend and assist in all coordination meetings called by County.

7.4. Designated Personnel: A material covenant of this agreement is that the Consultant shall assign the individuals designated below to perform the functions designated so long as they continue in the employ of the Consultant. The designated individuals shall, so long as their performance continues to be acceptable to County, remain in charge of the services for the Project from beginning through completion of services.

- a. Project Manager:
- b. Lead/Manager:

7.5. Removal of Personnel or Sub-Consultants: If the County, in its sole discretion at any time during the term of this agreement, desires the removal of any person or sub-consultant assigned by Consultant to perform services, then the Consultant shall remove such person or consultant immediately upon receiving notice from the County.

7.6. Notices: Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery, facsimile or mail and shall be addressed as set forth below. Such communication shall be deemed served or delivered: a) at the time of delivery if such communication is sent by personal delivery; b) at the time of transmission if such communication is sent by facsimile; and c) 48 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

If to County:

Stanislaus County  
Department of Public Works  
Attn: Laurie Barton, Deputy Director  
1716 Morgan Road  
Modesto, California 95358

If to Consultant:

Curt Chappell, P.L.S. 7992  
Zanetti Surveying & Mapping  
8 Barton Park  
Oakdale, CA 95361

7.7. Attorneys' Fees: In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

7.8. Governing Law: This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Stanislaus County, California.

7.9. Assignment: Consultant shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Consultant's interest in this Agreement without County's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of County's consent, no subletting or assignment shall release Consultant of Consultant's obligation to perform all other obligations to be performed by Consultant hereunder for the term of this Agreement.

7.10. Independent Contractor: Consultant is and shall be acting at all times as an independent contractor and not as an employee of County. Consultant shall secure, at his expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder.

7.11. Ownership of Documents: Any interest, including copyright interests, of Consultant or its contractors or subconsultants in studies, reports, memoranda, computational sheets, drawings, plans or any other documents, including electronic data, prepared in connection with the Services, shall be the property of County. To the extent permitted by law, work product produced under this Agreement shall be deemed works for hire and all copyrights in such works shall be the property of the County. In the event that it is ever determined that any works created by Consultant or its subconsultants under this Agreement are not works for hire, Consultant hereby assigns to County all copyrights to such works. With the County's prior written approval, Consultant may retain and use copies of such works for reference and as documentation of experience and capabilities.

7.12. Reuse of Design Documents: Should the County desire to reuse the documents specified above and not use the services of the Consultant, then the County agrees to require the new consultant to assume any and all obligations for the reuse of the documents, and the County releases Consultant and its subconsultants from all liability associated with the reuse of such documents.

7.13. Public Records Act Disclosure: Consultant has been advised and is aware that all reports, documents, information and data including, but not limited to, computer tapes, discs or files furnished or prepared by Consultant, or any of its subcontractors, and provided to County

may be subject to public disclosure as required by the California Public Records Act (California Government Code Section 6250 et. seq.). Exceptions to public disclosure may be those documents or information that qualifies as trade secrets, as that term is defined in the California Government Code Section 6254.7, and of which Consultant informs County of such trade secret. The County will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The County shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

7.14. Responsibility for Errors: Consultant shall be responsible for its work and results under this Agreement. Consultant, when requested, shall furnish clarification and/or explanation as may be required by the County's representative, regarding any services rendered under this Agreement at no additional cost to County. In the event that an error or omission attributable to Consultant occurs, then Consultant shall, at no cost to County, provide all necessary design drawings, estimates and other Consultant professional services necessary to rectify and correct the matter to the sole satisfaction of County and to participate in any meeting required with regard to the correction.

7.15. Order of Precedence: In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of the RFP or the Response, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, this Agreement shall govern over both the Response and the RFP and the Response shall govern over the RFP.

7.16. Costs: Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

7.17. No Third Party Beneficiary Rights: This Agreement is entered into for the sole benefit of County and Consultant and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

7.18. Construction: The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

7.19. Amendments: Only a writing executed by the parties hereto or their respective successors and assigns may amend this Agreement.

7.20. Waiver: The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a

waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

7.21. Severability: If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party is materially impaired, which determination as made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.


7.22. Counterparts: This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.


7.23. Corporate Authority: The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so, the parties hereto are formally bound to the provisions of this Agreement.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers:

**COUNTY OF STANISLAUS**

**PROFESSIONAL CONSULTANT**

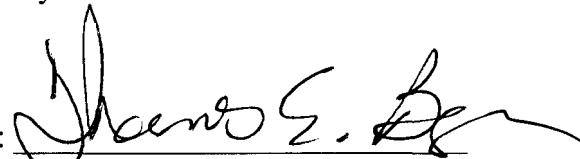
By:   
Matt Machado, Director  
Department of Public Works

By:   
Curt Chappell, P.L.S. 7992  
Zanetti Surveying & Mapping

Corporate Title: Owner

**APPROVED AS TO FORM:**

John P. Doering  
County Counsel

By:   
Thomas E. Boze  
Deputy County Counsel

**EXHIBIT A**

**COUNTY'S REQUEST FOR PROPOSAL**





**DEPARTMENT OF PUBLIC WORKS**

**Matt Machado, PE**  
Director

**Laurie Barton, PE**  
Deputy Director, Engineering/Operations

**Diane Haugh**  
Assistant Director, Business/Finance

Engineering & Operations Division  
1716 Morgan Road, Modesto, CA 95358  
Phone: 209-525-4130; Fax: 209-525-4140

Date: February 2, 2010

RE: Professional Services Agreement for Interim County Surveyor

Dear Sirs:

Bill Jones, Stanislaus County Surveyor retired from the position as of January 29, 2010. The County plans to recruit for this position, but we realize this may take 3 to 6 months to accomplish. In the interim, we are interested in letting a professional services contract for services described in Exhibit A, Scope of Work. The County's Professional Services Agreement template is also attached.

If you are interested, please submit a letter of interest by February 9, 2010 that includes your availability and fee as determined by cost per hour. Please indicate in the letter that you can meet the terms of the Agreement. You may send the letter to me at 1716 Morgan Road, Modesto, CA 95358 or email it to [laurie.barton@stancounty.com](mailto:laurie.barton@stancounty.com). Please call if you have any questions. My cell is 209-505-3655 or my office is 209-525-4151.

Sincerely,

Laurie Barton, Deputy Director of Engineering and Operations

Cc: Matt Machado, Director  
Firoz Vohra, Traffic Engineer and Engineering Services

## Exhibit A

### Professional Services Agreement Scope of Work County Surveyor

#### Job Summary:

Under managerial direction, provides professional land surveying expertise for the County in the review and disposition of all matters related to property boundary, right of ways and street locations, and other entitlements; prepares and reviews legal descriptions for land grants, annexations, incorporations, special districts and other County purposes; reviews all maps and records of survey prior to recordation; performs related work as assigned. An incumbent in this classification must file statements of economic interest with the Stanislaus County Clerk/Recorder.

The incumbent must not have any private business with the County that would present a conflict of interest to the position.

The incumbent shall be excluded from the candidate pool for selecting a permanent County Surveyor.

It is intended that the position will last 3 to 6 months at 8 to 16 hours per week. Compensation will not exceed \$30,000.

#### Job Characteristics:

This position will report to the Manager in the Traffic and Engineering Services Division of the Public Works Department. The incumbent will perform the duties of County Surveyor as prescribed by State law and County ordinances; may serve as an expert witness in cases dealing with boundary lines, easement disputes and right of ways and may provide technical expertise to the Board of Supervisors, County Departments, and special districts within the County in areas of authority. Pursuant to §27550 of the Government Code, the Office of Surveyor is declared an appointive position. Appointment to this position is approved by a majority vote of the Board of Supervisors with recommendation from the Public Works Director.

#### Examples of Duties:

- Reviews and/or directs the review of records of survey maps; executes the County Surveyor's Certificate for parcel maps, tract maps, records of survey and legal descriptions for recordation purposes and assumes statutory responsibility for the preparation and maintenance of such records.
- Reviews and prepares reports regarding tentative parcel maps, tract maps, lot line adjustments, conditional use permit applications, environmental impact reports, certificates of compliance and similar documents for compliance with laws, ordinances and regulations prior to acceptance and/or recordation.
- Researches records within the County Assessor's office, the County Recorder's office, the Clerk of the Board of Supervisor's office and the Surveyor's office to determine chain of title, verify legal ownership and the County's Rights of Way.
- Provides professional surveying knowledge and serves as subject matter expert for the County on matters relating to surveying, mapping, property use, easement and ownership issues.
- Provides information to the public regarding surveying and land development and public rights of way.

- Monitors and interprets changes in laws and regulations related to surveying activities and functions; evaluates their impact upon County activities, and develops and implements policy and procedural changes as required.

#### Knowledge of:

- Principles and practices of professional land surveying.
- Applicable laws, codes and regulations, including those concerning land development, easements, boundaries, and land use planning.
- Engineering mathematics through trigonometry.
- Specialized equipment and technology used in surveying such as surveying instruments, scanner, plotter, and associated software and/or database programs
- Knowledge of design techniques, tools, and principles involved in production of precision technical plans, blueprints, drawings, and models.
- Concepts and survey implications and applications of a geographic information system.

#### Skills in:

- Reviewing and approving a variety of survey and mapping documents.
- Interpreting, applying and explaining complex federal, state and local laws and regulations related to the areas of responsibility and the land development process.
- Identifying complex problems and reviewing related information to develop and evaluate options and implement solutions.
- Using logic and reasoning to identify the strengths and weaknesses of alternative solutions, conclusions or approaches to problems.

#### Ability to:

- Use initiative and independent judgment within laws and general policy guidelines.

#### Licenses and Certification:

- Must possess a valid California Class C driver's license
- Must possess registration as a Professional Land Surveyor in the State of California or a Registered Civil Engineer with registration prior to January 1, 1982.

#### Experience:

- Ten years of professional land surveying experience. Experience in both private and public sector employment is preferred.

**STANISLAUS COUNTY  
PROFESSIONAL SERVICES AGREEMENT**

This Agreement is made and entered into by and between the County of Stanislaus, a political subdivision of the State of California, hereinafter referred to as "County" and (INSERT CONSULTANT'S NAME), hereinafter referred to as "Consultant".

**NOW, THEREFORE**, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

**1.0 PROFESSIONAL SERVICES TO BE PROVIDED BY CONSULTANT**

1.1. Scope of Services: Consultant shall provide the professional services described in the County's Request for Proposal ("RFP") attached hereto as Exhibit "A" and incorporated herein by reference and Consultant's Response to County's RFP (the "Response"). A copy of said Response is attached hereto as Exhibit "B" and incorporated herein by this reference.

1.2. Professional Practices: All professional services to be provided by Consultant pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields and circumstances in accordance with sound professional practices. Consultant also represents that it is familiar with all laws that may affect its performance of this Agreement and shall advise County of any changes in any laws that may affect Consultant's performance of this Agreement.

1.3. Representations: Consultant represents that it has reviewed the RFP and that in its professional judgment the services to be performed under this Agreement can be performed within the maximum fee set forth herein below and within the time specified in the Project Schedule attached as Exhibit "D" and incorporated herein by this reference hereto. Consultant represents that it is qualified to perform the professional services required by this Agreement and possesses the necessary licenses and permits required to perform said services.

1.4. Warranty. Consultant warrants that it shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement.

1.5. Non-Discrimination. In performing this Agreement, Consultant shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religion, color, national origin, ancestry, age, physical handicap, medical condition, marital status, sexual gender or sexual orientation, except as permitted pursuant to Section 12940 of the Government Code. Violation of this provision may result in the imposition of penalties referred to in Labor Code, Section 1735.

1.6. Non-Exclusive Agreement. Consultant acknowledges that County may enter into

agreements with other consultants for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to those services contemplated by this Agreement.

1.7. Delegation and Assignment. This is a personal service contract, and the duties set forth herein shall not be delegated or assigned to any person or entity without the prior written consent of County. Consultant may engage a subcontractor(s) as permitted by law and may employ other personnel to perform services contemplated by this Agreement at Consultant's sole cost and expense.

## 2.0 COMPENSATION AND BILLING

2.1. Compensation. Consultant shall be paid in accordance with the fee schedule set forth in Exhibit "C", attached hereto and made a part of this Agreement (the "Fee Schedule"). Consultant's compensation shall in no case exceed (WRITE OUT DOLLAR AMOUNT) (\$ ).

2.2. Reimbursements. In addition to the aforementioned fees, Consultant will be reimbursed for any expenses specifically set forth in a Project Scope of Work. All such reimbursement amounts are limited to those costs and expenses that are reasonable, necessary and actually incurred by the Consultant in connection with the services provided. The County shall not pay a mark up on any item of reimbursement. The County shall not pay for any item of overhead such as telephone, facsimile, postage, etc. All requests for reimbursement shall be accompanied by a copy of the original invoice.

2.3. Additional Services. Consultant shall not receive compensation for any services provided outside the scope of services specified in the Response unless the County or the Project Manager for this Project, prior to Consultant performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable.

2.4. Method of Billing. Consultant may submit invoices to County's Project Manager for approval on a progress basis, but no more often than once each calendar month. Said invoice shall be based on the total of all Consultants' services that have been completed to County's sole satisfaction. County shall pay Consultant's invoice within forty-five (45) days from the date County receives said invoice. Each invoice shall describe in detail, the services performed and the associated percentage of tasks completed. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

2.5. Records and Audits. Records of Consultant's services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to County or its Project Manager for inspection and/or audit at mutually convenient times for a period of three (3) years from the termination of this Agreement.

### **3.0 TIME OF PERFORMANCE**

3.1. Commencement and Completion of Work. The professional services to be performed pursuant to this Agreement shall commence within five (5) days after County delivers its Notice to Proceed. Said services shall be performed in strict compliance with the Project Schedule approved by County as set forth in Exhibit "D", attached hereto and incorporated herein by this reference. The Project Schedule may be amended by mutual agreement of the parties. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

3.2. Excusable Delays. Neither party shall be responsible for delays nor lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party.

### **4.0 TERM OF CONTRACT AND TERMINATION**

4.1. Term. This Agreement shall commence upon approval by the County's Board of Supervisors and continue until the work required herein is completed, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

4.2. Notice of Termination. The County reserves and has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing written notice to Consultant. The termination of this Agreement shall be deemed effective upon receipt of the notice of termination. In the event of such termination, Consultant shall immediately stop rendering services under this Agreement unless directed otherwise by the County.

4.3. Compensation. In the event of termination, County shall pay Consultant for reasonable costs incurred and professional services satisfactorily performed up to and including the date of County's written notice of termination. Compensation for work in progress shall be prorated as to the percentage of work completed as of the effective date of termination in accordance with the fees set forth in Exhibit "C". In ascertaining the professional services actually rendered hereunder up to the effective date of termination of this Agreement, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents pertaining to the services contemplated herein whether delivered to the County or in the possession of the Consultant.

4.4. Documents. In the event of termination of this Agreement, all documents prepared by Consultant in its performance of this Agreement including, but not limited to, finished or unfinished design, development and construction documents, data studies, drawings, maps and reports, shall be delivered to the County within ten (10) days of delivery of termination notice to Consultant, at no cost to County. Any use of uncompleted documents without specific written authorization from Consultant shall be at County's sole risk and without liability or legal expense to Consultant.

## 5.0 INSURANCE REQUIREMENTS

5.1. Minimum Scope and Limits of Insurance. Consultant shall obtain and maintain during the life of this Agreement all of the following insurance coverages:

- (a) Comprehensive general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to any act or omission by Consultant under this Agreement or the general aggregate limit shall be twice the required occurrence limit.
- (b) Automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate.
- (c) Workers' compensation insurance as required by the State of California.
- (d) Professional errors and omissions ("E&O") liability insurance with policy limits of not less than One Million Dollars (\$1,000,000.00), per claim, in the aggregate, covering the negligent acts, errors, or omissions of Consultant in connection with the performance of Consultant's services. Consultant shall obtain and maintain, said E&O liability insurance during the life of this Agreement and for three years after completion of the work hereunder.

5.2. Endorsements. The Consultant shall obtain a specific endorsement to all required insurance policies, except Workers' Compensation insurance and Professional Liability insurance, naming the County and its officers, officials and employees as additional insureds regarding:

- (a) Liability arising from or in connection with the performance or omission to perform any term or condition of this Agreement by or on behalf of the Consultant, including the insured's general supervision of its subcontractors;
- (b) Services, products and completed operations of the Consultant;
- (c) Premises owned, occupied or used by the Consultant; and
- (d) Automobiles owned, leased, hired or borrowed by the Consultant.
- (e) For Workers' Compensation insurance, the insurance carrier shall agree to waive all rights of subrogation against the County, its officers, officials and employees for losses arising from the performance of or the omission to perform any term or condition of this Agreement by the Consultant.

5.3. Deductibles: Any deductibles, self-insured retentions or named insureds must be declared in writing and approved by County. At the option of the County, either: (a) the insurer shall reduce or eliminate such deductibles, self-insured retentions or named insureds, or (b) the Consultant shall provide a bond, cash, letter of credit, guaranty or other security satisfactory to the County guaranteeing payment of the self-insured retention or deductible and payment of any

and all costs, losses, related investigations, claim administration and defense expenses. The County, in its sole discretion, may waive the requirement to reduce or eliminate deductibles or self-insured retentions, in which case, the Consultant agrees that it will be responsible for and pay any self-insured retention or deductible and will pay any and all costs, losses, related investigations, claim administration and defense expenses related to or arising out of the Consultant's defense and indemnification obligations as set forth in this Agreement.

5.4. Certificates of Insurance: At least ten (10) days prior to the date the Consultant begins performance of its obligations under this Agreement, Consultant shall furnish County with certificates of insurance, and with original endorsements, showing coverage required by this Agreement, including, without limitation, those that verify coverage for subcontractors of the Consultant. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements shall be received and, in County's sole and absolute discretion, approved by County. County reserves the right to require complete copies of all required insurance policies and endorsements, at any time.

5.5. Non-limiting: Nothing in this Section or the insurance described herein shall be construed as limiting in any way, the indemnification provisions contained in this Agreement, or the liability of Consultant and Consultant's officers, employees, agents, representatives or subcontractors for payments of damages to persons or property.

5.6. Primary Insurance: The Consultant's insurance coverage shall be primary insurance regarding the County and County's officers, officials and employees. Any insurance or self-insurance maintained by the County or County's officers, officials and employees shall be excess of the Consultant's insurance and shall not contribute with Consultant's insurance. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County or its officers, officials and employees. The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5.7. Cancellation of Insurance: Each insurance policy required by this section shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party except after thirty (30) days prior written notice has been given to County. The Consultant shall promptly notify, or cause the insurance carrier to promptly notify, the County of any change in the insurance policy or policies required under this Agreement, including, without limitation, any reduction in coverage or in limits of the required policy or policies. Consultant shall maintain such coverage in effect for (ENTER 3 OF YEARS) years after substantial completion of the project to the extent it is commercially available at reasonable rates.

5.8. California Admitted Insurer: Insurance shall be placed with California admitted insurers (licensed to do business in California) with a current rating by Best's Key Rating Guide of no less than A-VII; provided, however, that if no California admitted insurance company provides the required insurance, it is acceptable to provide the required insurance through a United States domiciled carrier that meets the required Best's rating and that is listed on the current List of Eligible Surplus Line Insurers maintained by the California Department of Insurance.



5.9. Subcontractors: Consultant shall require that all of its subcontractors are subject to the insurance and indemnity requirements stated herein, or shall include all subcontractors as additional insureds under its insurance policies.

## 6.0 INDEMNIFICATION

6.1. Indemnification: To the fullest extent allowed by law, Consultant shall defend, indemnify, and hold harmless the County and its officers, agents, employees and representatives from and against any and all claims, suits, actions, losses, injuries, damages or expenses of every name, kind, and description, including litigation costs and reasonable attorney's fees incurred, which are founded upon, arise out of, pertain to, or relate to, directly or indirectly, in whole or in part, the alleged negligence, recklessness, or willful misconduct of Consultant, its officers, agents, employees, volunteers, representatives, contractors and subcontractors, excluding, however, such liabilities caused in part by the sole negligence, active negligence or willful misconduct of the County, its agents, employees, and representatives.

6.2. Duty to Defend: The duty of Consultant to indemnify and save harmless as set forth herein, shall include both the duty to indemnify and at Consultant's own cost and expense the duty to defend as set forth in Section 2778 of the California Civil Code. This duty to defend arises when such claim is made and shall be independent of any finding of the County's negligence. Consultant shall provide legal counsel reasonably acceptable to the County.

6.3. Duty to Cooperate: Each party shall notify the other party immediately in writing of any claim or damage related to activities performed under this Agreement. The parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under this Agreement. Specifically, Consultant shall take all steps necessary to assist the County in the defense of any claim brought by a contractor hired to construct the Project regarding any errors, flaws, and/or omissions in the plans or specifications of the Project.

6.4. Patent Rights: Consultant represents that professional services provided by Consultant pursuant to this Agreement does not infringe on any other copyrighted work. Consultant shall defend, indemnify and hold harmless the County from all loss, cost, damage, expense, liability or claims, including attorneys' fees, court costs, litigation expenses and expert consultant or witness fees, that may at any time arise for any infringement of the patent rights, copyright, trade secret, trade name, trademark, service mark or any other proprietary right of any person or persons in consequence of the use by the County of any articles or services supplied under this agreement.

## 7.0 GENERAL PROVISIONS

7.1. Entire Agreement: This Agreement constitutes the entire Agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing, and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including

exhibits to this Agreement.

7.2. Representatives. The Director of the Stanislaus County Department of Public Works, or his designee, shall be the representative of County for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of the County, called for by this Agreement, except as otherwise expressly provided in this Agreement. Consultant shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of Consultant called for by this Agreement, except as otherwise expressly provided in this Agreement.

7.3. Project Managers. County shall designate a Project Manager to work directly with Consultant in the performance of this Agreement. Consultant shall designate a Project Manager who shall represent it and be its agent in all consultations with County during the term of this Agreement. Consultant or its Project Manager shall attend and assist in all coordination meetings called by County.

7.4. Designated Personnel: A material covenant of this agreement is that the Consultant shall assign the individuals designated below to perform the functions designated so long as they continue in the employ of the Consultant. The designated individuals shall, so long as their performance continues to be acceptable to County, remain in charge of the services for the Project from beginning through completion of services.

- a. Project Manager: \_\_\_\_\_
- b. Lead/Manager: \_\_\_\_\_

7.5. Removal of Personnel or Sub-Consultants: If the County, in its sole discretion at any time during the term of this agreement, desires the removal of any person or sub-consultant assigned by Consultant to perform services, then the Consultant shall remove such person or consultant immediately upon receiving notice from the County.

7.6. Notices: Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery, facsimile or mail and shall be addressed as set forth below. Such communication shall be deemed served or delivered: a) at the time of delivery if such communication is sent by personal delivery; b) at the time of transmission if such communication is sent by facsimile; and c) 48 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

**If to County:**  
Stanislaus County  
Department of Public Works  
Attn: Laurie Barton  
1716 Morgan Road  
Modesto, California 95358

**If to Consultant:**

7.7. Attorneys' Fees: In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

7.8. Governing Law: This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Stanislaus County, California.

7.9. Assignment: Consultant shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Consultant's interest in this Agreement without County's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of County's consent, no subletting or assignment shall release Consultant of Consultant's obligation to perform all other obligations to be performed by Consultant hereunder for the term of this Agreement.

7.10. Independent Contractor: Consultant is and shall be acting at all times as an independent contractor and not as an employee of County. Consultant shall secure, at his expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder.

7.11. Ownership of Documents: Any interest, including copyright interests, of Consultant or its contractors or subconsultants in studies, reports, memoranda, computational sheets, drawings, plans or any other documents, including electronic data, prepared in connection with the Services, shall be the property of County. To the extent permitted by law, work product produced under this Agreement shall be deemed works for hire and all copyrights in such works shall be the property of the County. In the event that it is ever determined that any works created by Consultant or its subconsultants under this Agreement are not works for hire, Consultant hereby assigns to County all copyrights to such works. With the County's prior written approval, Consultant may retain and use copies of such works for reference and as documentation of experience and capabilities.

7.12. Reuse of Design Documents: Should the County desire to reuse the documents specified above and not use the services of the Consultant, then the County agrees to require the new consultant to assume any and all obligations for the reuse of the documents, and the County releases Consultant and its subconsultants from all liability associated with the reuse of such documents.

7.13. Public Records Act Disclosure: Consultant has been advised and is aware that all reports, documents, information and data including, but not limited to, computer tapes, discs or files furnished or prepared by Consultant, or any of its subcontractors, and provided to County

may be subject to public disclosure as required by the California Public Records Act (California Government Code Section 6250 et. seq.). Exceptions to public disclosure may be those documents or information that qualifies as trade secrets, as that term is defined in the California Government Code Section 6254.7, and of which Consultant informs County of such trade secret. The County will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The County shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

7.14. Responsibility for Errors: Consultant shall be responsible for its work and results under this Agreement. Consultant, when requested, shall furnish clarification and/or explanation as may be required by the County's representative, regarding any services rendered under this Agreement at no additional cost to County. In the event that an error or omission attributable to Consultant occurs, then Consultant shall, at no cost to County, provide all necessary design drawings, estimates and other Consultant professional services necessary to rectify and correct the matter to the sole satisfaction of County and to participate in any meeting required with regard to the correction.

7.15. Order of Precedence: In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of the RFP or the Response, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, this Agreement shall govern over both the Response and the RFP and the Response shall govern over the RFP.

7.16. Costs: Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

7.17. No Third Party Beneficiary Rights: This Agreement is entered into for the sole benefit of County and Consultant and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

7.18. Construction: The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

7.19. Amendments: Only a writing executed by the parties hereto or their respective successors and assigns may amend this Agreement.

7.20. Waiver: The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a

waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

7.21. Severability: If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party is materially impaired, which determination as made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

7.22. Counterparts: This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

7.23. Corporate Authority: The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so, the parties hereto are formally bound to the provisions of this Agreement.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers:

COUNTY OF STANISLAUS

By: \_\_\_\_\_  
Matt Machado, Director  
Department of Public Works

PROFESSIONAL

By: \_\_\_\_\_  
Corporate Title: \_\_\_\_\_

APPROVED AS TO FORM:

John P. Doering  
County Counsel

By: \_\_\_\_\_  
Thomas E. Boze  
Deputy County Counsel

**EXHIBIT A**

**COUNTY'S REQUEST FOR PROPOSAL**

**EXHIBIT B**

**CONSULTANT'S RESPONSE TO COUNTY'S REQUEST FOR PROPOSAL**

**EXHIBIT C**

**CONSULTANTS FEE SCHEDULE**



**EXHIBIT D**

**PROJECT SCHEDULE**

**EXHIBIT B**

**CONSULTANT'S RESPONSE TO COUNTY'S REQUEST FOR PROPOSAL**

zanetti surveying & mapping . 8 barton park . oakdale . california . 95361

February 5, 2010

Laurie Barton, Deputy Director of Engineering and Operations  
Stanislaus County – Department of Public Works  
1716 Morgan Road  
Modesto, California 95358

Ms. Barton,

Thank you for considering me for the Interim County Surveyor professional services contract. I am interested in filling the void while you carry out your recruitment process, and in turn, serving my community.

As my resume shows, I have worked in the land surveying/engineering field for the last ten years, with experience in projects of all kinds. I currently own a land surveying consulting firm in Oakdale, California.

I believe that my degree in Logistics and Operations Management coupled with my diversified land surveying background provides a base for managing the County's professional survey group that few, if any, candidates applying for this contract possess.

I have read the Terms of Agreement and can meet all of them. I will be available to start work on February 9<sup>th</sup>. My hourly fee would be \$65 per hour.

I have attached my resume and if requested, I can provide references from County employees who are familiar with my work.

Thanks again and good health,

Curt Chappell, P.L.S. 7992

Owner – Zanetti Surveying & Mapping  
curtcrock@sbcglobal.net  
408.375.5220

## **CURT CHAPPELL, P.L.S. 7992**

8 Barton Park  
Oakdale, California 95361

408.375.5220  
curtcrock@sbcglobal.net

---

### **SUMMARY**

- Professional Land Surveyor licensed in California
- Ten years of diversified surveying experience
- Bachelor of Science in Logistics and Operations Management
- Large-scale gas and utility facility/pipeline experience.
- Experience with Trimble Total Stations and Trimble RTK GPS
- Extensive internal and external customer service experience
- Fluent in Land Desktop Development/AutoCAD, CoGo and TGO
- Well versed in conventional and GPS field surveying techniques
- Experience giving testimony as an expert witness
- Ability to relocate and travel

### **EXPERIENCE**

September 2007-  
Present

#### ZANETTI SURVEYING & MAPPING, Oakdale, California

##### **Owner**

Scheduling project tasks, bidding projects, leading a field crew, performing quality control analysis via custom spreadsheets, data post-processing, coordinating with design team and ultimately construction personnel, training of personnel.

February 2006-  
September 2007

#### BENCHMARK ENGINEERING, Oakdale, California

##### **Project Surveyor**

Field and office related work including, but not limited to, construction staking, boundary resolution, Tract Maps, Parcel Maps, Records of Survey, plat and legal descriptions, ALTA surveys, topographic surveys, lot line adjustments, annexations, subdivision planning, DTM modeling, GPS post-processing.

June 2004-  
January 2006/  
April 2001-  
September 2003

#### MH ENGINEERING, Morgan Hill, California

##### **Mapping Department Manager**

Office related work including, but not limited to, construction staking, GPS surveying, boundary resolution, Tract Maps, Parcel Maps, Records of Survey, plat and legal descriptions, construction staking calcs, ALTA surveys, topographic surveys, lot line adjustments, annexations, subdivision planning, DTM modeling, public utility right-of-way work.

October 2003-  
May 2004

#### DAVID EVANS and ASSOCIATES, INC., Salida, California

##### **Project Surveyor**

Field and office related work including, but not limited to, boundary resolution plats and legal descriptions, construction staking calcs, ALTA surveys, quality control, GPS surveying.

April 1999-  
March 2001

#### BRIAN KANGAS FOULK, Redwood City, California

##### **Project Surveyor**

Field and office related work including, but not limited to, record boundaries, plats and legal descriptions, construction staking calcs, ALTA surveys, and other related tasks.

### **EDUCATION**

#### CALIFORNIA STATE UNIVERSITY, FRESNO

Bachelor of Science degree in Business Administration  
Concentration: Logistics and Operations Management.

**EXHIBIT C**

**CONSULTANTS FEE SCHEDULE**

zanetti surveying & mapping . 8 barton park . oakdale . california . 95361

February 5, 2010

Laurie Barton, Deputy Director of Engineering and Operations  
Stanislaus County – Department of Public Works  
1716 Morgan Road  
Modesto, California 95358

Ms. Barton,

Thank you for considering me for the Interim County Surveyor professional services contract. I am interested in filling the void while you carry out your recruitment process, and in turn, serving my community.

As my resume shows, I have worked in the land surveying/engineering field for the last ten years, with experience in projects of all kinds. I currently own a land surveying consulting firm in Oakdale, California.

I believe that my degree in Logistics and Operations Management coupled with my diversified land surveying background provides a base for managing the County's professional survey group that few, if any, candidates applying for this contract possess.

I have read the Terms of Agreement and can meet all of them. I will be available to start work on February 9<sup>th</sup>. My hourly fee would be \$65 per hour.

I have attached my resume and if requested, I can provide references from County employees who are familiar with my work.

Thanks again and good health,

Curt Chappell, P.L.S. 7992

Owner – Zanetti Surveying & Mapping  
curtcrock@sbcglobal.net  
408.375.5220

**EXHIBIT D**

**PROJECT SCHEDULE**

## Exhibit A

### Professional Services Agreement Scope of Work County Surveyor

#### Job Summary:

Under managerial direction, provides professional land surveying expertise for the County in the review and disposition of all matters related to property boundary, right of ways and street locations, and other entitlements; prepares and reviews legal descriptions for land grants, annexations, incorporations, special districts and other County purposes; reviews all maps and records of survey prior to recordation; performs related work as assigned. An incumbent in this classification must file statements of economic interest with the Stanislaus County Clerk/Recorder.

The incumbent must not have any private business with the County that would present a conflict of interest to the position.

The incumbent shall be excluded from the candidate pool for selecting a permanent County Surveyor.

It is intended that the position will last 3 to 6 months at 8 to 16 hours per week. Compensation will not exceed \$30,000.

#### Job Characteristics:

This position will report to the Manager in the Traffic and Engineering Services Division of the Public Works Department. The incumbent will perform the duties of County Surveyor as prescribed by State law and County ordinances; may serve as an expert witness in cases dealing with boundary lines, easement disputes and right of ways and may provide technical expertise to the Board of Supervisors, County Departments, and special districts within the County in areas of authority. Pursuant to §27550 of the Government Code, the Office of Surveyor is declared an appointive position. Appointment to this position is approved by a majority vote of the Board of Supervisors with recommendation from the Public Works Director.

#### Examples of Duties:

- Reviews and/or directs the review of records of survey maps; executes the County Surveyor's Certificate for parcel maps, tract maps, records of survey and legal descriptions for recordation purposes and assumes statutory responsibility for the preparation and maintenance of such records.
- Reviews and prepares reports regarding tentative parcel maps, tract maps, lot line adjustments, conditional use permit applications, environmental impact reports, certificates of compliance and similar documents for compliance with laws, ordinances and regulations prior to acceptance and/or recordation.
- Researches records within the County Assessor's office, the County Recorder's office, the Clerk of the Board of Supervisor's office and the Surveyor's office to determine chain of title, verify legal ownership and the County's Rights of Way.
- Provides professional surveying knowledge and serves as subject matter expert for the County on matters relating to surveying, mapping, property use, easement and ownership issues.
- Provides information to the public regarding surveying and land development and public rights of way.



- **Monitors and interprets changes in laws and regulations related to surveying activities and functions; evaluates their impact upon County activities, and develops and implements policy and procedural changes as required.**

#### **Knowledge of:**

- **Principles and practices of professional land surveying.**
- **Applicable laws, codes and regulations, including those concerning land development, easements, boundaries, and land use planning.**
- **Engineering mathematics through trigonometry.**
- **Specialized equipment and technology used in surveying such as surveying instruments, scanner, plotter, and associated software and/or database programs**
- **Knowledge of design techniques, tools, and principles involved in production of precision technical plans, blueprints, drawings, and models.**
- **Concepts and survey implications and applications of a geographic information system.**

#### **Skills in:**

- **Reviewing and approving a variety of survey and mapping documents.**
- **Interpreting, applying and explaining complex federal, state and local laws and regulations related to the areas of responsibility and the land development process.**
- **Identifying complex problems and reviewing related information to develop and evaluate options and implement solutions.**
- **Using logic and reasoning to identify the strengths and weaknesses of alternative solutions, conclusions or approaches to problems.**

#### **Ability to:**

- **Use initiative and independent judgment within laws and general policy guidelines.**

#### **Licenses and Certification:**

- **Must possess a valid California Class C driver's license**
- **Must possess registration as a Professional Land Surveyor in the State of California or a Registered Civil Engineer with registration prior to January 1, 1982.**

#### **Experience:**

- **Ten years of professional land surveying experience. Experience in both private and public sector employment is preferred.**