

PROFESSIONAL SERVICES AGREEMENT
for the
On-Call Appraisal Services Project

THIS AGREEMENT is executed this 8 day of Sept, 2016, by and between the CITY OF MONTEREY, a municipal corporation, (hereinafter "City"), and ASSOCIATED RIGHT OF WAY SERVICES, INC., (hereinafter "Consultant"), collectively referred to herein as the "parties".

WHEREAS, the City wishes to engage Consultant to perform the services required by this Agreement; and,

WHEREAS, Consultant is willing to render such professional services, as hereinafter defined, on the following terms and conditions; and

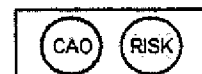
WHEREAS, Consultant represents that it is trained, experienced and competent and holds all necessary licenses and certifications to perform the services required by this Agreement.

NOW, THEREFORE, in consideration of the terms and conditions herein contained, the parties hereby covenant and agree as follows:

1. SERVICES.

- A. **Scope of Services.** Consultant agrees to provide to the City, as the scope of services ("Scope of Services") under this Agreement, the following services: the full range of services typically required to perform property evaluations for projects within the City, as further described in the City's Request for Proposals ("RFP") dated May 10, 2016 attached hereto as Exhibit "A", and Consultant's Proposal ("Proposal") dated June 9, 2016, attached hereto as Exhibit "B." In case of any conflict between these documents, it is the express intent of the parties hereto that the order of precedence and controlling language shall be in the following order: No. 1 this Agreement; No. 2 the City's Request for Proposals (Exhibit "A"); No. 3 Consultant's Proposal (Exhibit "B"). The Scope of Services under this Agreement shall include, but is not limited to, a project description, project phases, task descriptions, identification of key personnel, identification of subconsultants, their key personnel and general description of services they will perform, as further set forth in this Agreement and attachments hereto.
- B. **Amendment of Services.** The City may, from time to time, by written notice to Consultant, make changes to the Scope of Services as defined in Section 1.A above, and Consultant shall carry out the Services subject to such changes, within the time limits agreed to by the parties. The compensation and/or Project Schedule shall be increased or decreased by written amendment to this Agreement ("Amendment"), signed by the City and Consultant, prior to commencement of any such changes of the Services, however any change in Scope or increase in compensation beyond the Scope or compensation limits amount approved by the Monterey City Council shall be authorized and approved in advance by Council. The City shall not be liable to pay additional compensation to Consultant for any additional services performed without a prior written Notice to Proceed with these amended services.

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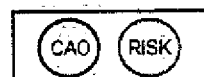


- C. **Supplemental Services.** Consultant shall, if requested in writing by the City, perform supplemental services at the hourly rates set forth in the Fee Schedule attached hereto as Exhibit "C". Consultant shall not provide any supplemental services in excess of the Scope of Services under this Agreement without a prior written Notice to Proceed with these supplemental services. All other terms of this Agreement shall apply to any authorized supplemental services.

2. COMPENSATION

- A. **Total Fee.** The City agrees to pay and Consultant agrees to accept as full and fair consideration for the performance of this Agreement, an hourly fee as set forth in Consultant's Fee Schedule (Exhibit "C"), in a total annual amount not-to-exceed One Hundred Thousand Dollars (\$100,000.00). Such compensation shall be considered the "Maximum Authorized Expenditure" under this Agreement. The Fee Schedule shall include, but is not limited to, fees for each phase and task, not-to-exceed total fee, hourly rates, reimbursable rates and subconsultant mark-up rates. The payment of any compensation to Consultant hereunder shall be contingent upon performance of the terms and conditions of this Agreement to the satisfaction of the City. If the City determines that the Services set forth in the written invoice have not been performed in accordance with the terms of this Agreement, the City shall not be responsible for payment until such time as the Services have been satisfactorily performed.
- B. **Invoicing.** Consultant shall submit to the City monthly written invoices to the City's Project Representative, identified in Section 5 herein. Invoices shall be prepared in a form satisfactory to the City, describing the services rendered and associated costs for the period covered by the invoice. The City shall provide invoicing format upon request. Except as specifically authorized by the City, Consultant shall not bill the City for duplicate services performed by more than one person. Consultant's invoices shall include, but are not limited to, the following information:
- i. Project Title, the City's Purchase Order number (when applicable) and City's Project Code(s) for each project;
 - ii. Invoice number and date;
 - iii. A brief description of services performed for each project phase and/or task;
 - iv. The budgeted amount for each phase, task and item, including the total amount, with the same for approved Amendments, if any;
 - v. Amount invoiced to date divided by the agreed total compensation, expressed as a percentage, with the same for approved Amendments, if any;
 - vi. The amount earned and invoiced to date for each phase, task and/or item, including the total amount, with the same for approved Amendments, if any;
 - vii. The amount previously invoiced for each phase, task and/or item, including the total amount, with the same for approved Amendments, if any;

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- viii. The amount due for the period covered by this invoice for each phase, task and/or item, including the total amount, with the same for approved Amendments, if any;
- ix. For time and materials authorizations, the number of hours spent, by whom and their hourly rate for each phase, task and/or item, including the total amount;
- x. The costs incurred, including reimbursables, for each phase, task and/or item for the agreed total compensation and approved Amendments, if any, along with a brief description of those costs;
- xi. The total amount due for the period covered by this invoice, including subconsultants and vendors of services or goods;
- xii. Copies of subconsultant invoices, including hourly breakdowns when requested by City, vendor invoices and reimbursable invoices.

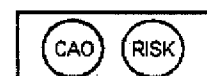
Any such invoices shall be in full accord with any and all applicable provisions of this Agreement. Consultant shall submit invoices to the City on or before the sixteenth (16th) day of each month for services performed in the preceding month. The City shall make payment on each such invoice within thirty (30) days of receipt; provided, however, that if Consultant submits an invoice which is incorrect, incomplete, or not in accord with the provisions of this Agreement, the City shall not be obligated to process any payment to Consultant until thirty (30) days after a correct and complying invoice has been submitted by Consultant.

The City shall not be obligated to pay Consultant a greater percentage of the Maximum Authorized Expenditure than the actual percentage of services completed as of the invoice date.

Consultant agrees to remit and shall be responsible for all withholding taxes, income taxes, unemployment insurance deductions, and any other deductions required by applicable federal, state or local laws and regulations for Consultant, its employees, subconsultants and vendors of services or goods.

- C. **Adjustment of Fees.** The City may increase or decrease the Maximum Authorized Expenditure by issuing an Amendment to the Agreement in accordance with Section 1.B "Amendment of Services" above. Should Consultant consider that any request or instruction from the City's Project Representative constitutes a change in the scope of services, Consultant shall so advise the City's Project Representative, in writing, within fourteen (14) calendar days of such request or instruction. Without said written advice within the time period specified, the City shall not be obligated to make any payment of additional compensation to Consultant.
- D. **Hourly Rates.** Unless noted elsewhere in this Agreement, payment for all authorized services, including payment for authorized supplemental and on-call, as-needed services, shall be made by the City to Consultant in accordance with the various rates as set forth in the Consultant's Fee Schedule (Exhibit "C").
- E. **Subconsultants and Vendors.** Invoices for subconsultants and vendors of services or goods shall be paid by the City to Consultant in accordance with the various rates as

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set forth in the Consultant's Fee Schedule (Exhibit "C"). All reimbursable expenses shall be considered as included within the Maximum Authorized Expenditure. Consultant shall be solely responsible for payment to subconsultants and vendors of services or goods, and the City shall not be responsible or liable for any payments to subconsultants and vendors, either directly or indirectly.

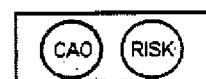
F. Audit and Examination of Accounts:

- i. Consultant shall keep and will cause any assignee or subconsultant under this Agreement to keep accurate books of records and accounts, in accordance with sound accounting principles, which pertain to services to be performed under this Agreement.
- ii. Any audit conducted of books of records and accounts shall be in accordance with generally accepted professional standards and guidelines for auditing.
- iii. Consultant hereby agrees to disclose and make available any and all information, reports, books of records or accounts pertaining to this Agreement to the City and any City of the County of Monterey, the County of Monterey or other federal, state, regional or governmental agency which provides funding for these Services.
- iv. Consultant shall include the requirements of Section 2F, "Audit and Examination of Accounts", in any and all contracts with assignees or subconsultants under this Agreement.
- v. All records provided for in this Section are to be maintained and made available throughout the performance of this Agreement and for a period of not less than four (4) years after full completion of services hereunder, except that any and all such records which pertain to actual disputes, litigation, appeals or claims shall be maintained and made available for a period of not less than four (4) years after final resolution of such disputes, litigation, appeals or claims.

3. AGREEMENT TERM

- A. **Term.** The work under this Agreement shall commence upon the effective date of the Master Notice to Proceed, and shall be for a term of two (2) years, with the option to extend for an additional two (2) one-year terms, unless sooner terminated or the City grants an extension of time in writing pursuant to the terms of this Agreement, except for provisions in this Agreement that shall survive the termination or completion of this Agreement. Consultant shall perform any supplemental or on-call services as set out in Section 1.C, "Supplemental and On-Call Services", in a timely manner or in accordance with the agreed upon Project Schedule, completion dates or time periods.
- B. **Timely Work.** Consultant shall perform all Services in a timely fashion, as set forth more specifically in Section 3.A, "Term", and Section 3.C, "Project Schedule", of this Agreement. Failure to perform is hereby deemed a material breach of this Agreement, and the City may terminate this Agreement with no further liability hereunder, or may authorize, in writing, an extension of time to the Agreement.

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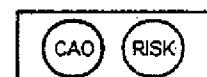


- C. **Project Schedule.** If applicable, services shall be completed by Consultant in accordance with the Project Schedule. The parties may, from time to time, by Amendment, alter the Project Schedule. Consultant shall provide the Services pursuant to the Project Schedule or any applicable Project Schedule Amendment. If at any time Consultant discovers that the Project Schedule cannot be met, Consultant shall immediately notify the City in writing and provide a revised Project Schedule for review and consideration by City.
- D. **Notice to Proceed.** Upon execution of this Agreement by both parties and the receipt of all documentation required by this Agreement to be provided by Consultant to the City, the City shall issue a written Notice to Proceed to the Consultant. The City may, in its sole discretion, issue subsequent notices from time to time regarding further portions or phases of the work. Upon receipt of such notices, Consultant shall diligently proceed with the Services authorized and complete those Services within the agreed time period specified in said notice. Consultant shall not proceed with any of the Services unless they have received a Notice to Proceed from the City.

4. CONSULTANT'S EMPLOYEES AND SUBCONSULTANTS

- A. **Listed Employees and Subconsultants.** Consultant shall perform the Services using the individuals listed in the Key Employees and Subconsultants List attached hereto as Exhibit "D".
- B. **Substitution of Employees or Subconsultants:**
- i. Consultant shall not substitute any key employee or subconsultant listed in Exhibit "D" without the prior written approval of the City, such approval shall not be withheld unreasonably. The City shall not approve removal or substitution of employees or subconsultants for the reason that Consultant or its affiliates has called on such individuals to perform services for another client of the Consultant.
 - ii. If, at any time, the City reasonably objects to the performance, experience, qualifications or suitability of any of Consultant's employees or subconsultants, then Consultant shall, on written request from the City, replace such employee or subconsultant. Consultant shall, subject to scheduling and staffing considerations, make reasonable efforts to replace the individual with an individual of similar competency and experience.
 - iii. Regardless of whether or not the City consents to, or requests a substitution of any employee or subconsultant of Consultant, the City shall not be liable to pay additional compensation to Consultant for any replacement or substitution.
- C. **Sub-agreements with Subconsultants.** Consultant shall incorporate the terms and conditions of this Agreement into all sub-agreements with subconsultants in respect of the Services necessary to preserve all rights of the City under this Agreement. Consultant shall be fully responsible to the City of all acts and omissions of subconsultants and of persons employed by any subconsultant.
- D. **Not an Agent of the City.** Nothing in this Agreement shall be interpreted so as to render the City the agent, employer, or partner of Consultant, or the employer of

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anyone working for or subcontracted by Consultant, and Consultant must not do anything that would result in anyone working for or subcontracted by Consultant being considered an employee of the City. Consultant is not, and must not claim to be, an agent of the City.

E. Independent Contractor:

- i. Consultant is an independent contractor. This Agreement does not create the relationship of employer and employee, a partnership, or a joint venture. The City shall not control or direct the details, means, methods or processes by which Consultant performs the Services. Consultant is responsible for performance of the Services and may not delegate or assign any Services to any other person except as provided for herein. Consultant shall be solely liable for the work quality and conditions of any partners, employees and subconsultants.
- ii. No offer or obligation of permanent employment with the City or particular City department or agency is intended in any manner, and Consultant shall not become entitled by virtue of this Agreement to receive from the City any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. Consultant shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of Consultant's performance of Services under this Agreement. In connection therewith, Consultant shall defend, indemnify and hold the City harmless from any and all liability, which the City may incur because of Consultant's failure to pay such taxes.

5. REPRESENTATIVES AND COMMUNICATIONS

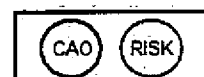
- A. **City's Project Representative.** The City appoints the individual named below as the City's Project Representative for the purposes of this Agreement ("City's Project Representative"). The City may unilaterally change its project representative upon notice to Consultant.

Name: Steve Wittry, P.E.
Title: City Engineer
Address: 580 Pacific Street, Room 7, Monterey, CA 93940
Telephone: (831) 646-3921
Email: wittry@monterey.org

- B. **Consultant's Project Manager.** Consultant appoints the person named below as its Project Manager for the purposes of this Agreement ("Consultant's Project Manager").

Name: Eric Roman, SR/WA, R/W-AC
Title: Appraisal Manager
Address: 2300 Contra Costa Blvd, Suite 525, Pleasant Hill, CA 94523

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Telephone: (925) 691-8500

Email: eroman@arws.com

- C. **Meet and Confer.** Consultant agrees to meet and confer with the City's Project Representative, its agents or employees with regard to Services as set forth herein as may be required by the City to insure timely and adequate performance of this Agreement.
- D. **Communications and Notices.** All communications between the City and Consultant regarding this Agreement, including performance of Services, shall be between the City's Project Representative and Consultant's Project Manager. Any notice, report, or other document that either party may be required or may wish to give to the other must be in writing, unless otherwise provided for, and shall be deemed to be validly given to and received by the addressee, if delivered personally, on the date of such personal delivery, if delivered by email, on the date of transmission, or if by mail, seven (7) calendar days after posting.

6. **INDEMNIFICATION**

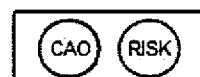
Consultant hereby agrees to the following indemnification clause:

To the fullest extent permitted by law (including, without limitation, California Civil Code Sections 2782 and 2782.6), Consultant shall defend (with legal counsel reasonably acceptable to the City), indemnify and hold harmless the City and its officers, designated agents, departments, officials, representatives and employees (collectively "Indemnitees") from and against claims, loss, cost, damage, injury expense and liability (including incidental and consequential damages, court costs, reasonable attorneys' fees, litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith and costs of investigation) to the extent they arise out of, pertain to, or relate to, the negligence, recklessness, or willful misconduct of Consultant, any subconsultant or subcontractor, anyone directly or indirectly employed by them, or anyone that they control (collectively "Liabilities"). Such obligations to defend, hold harmless and indemnify any Indemnitee shall not apply to the extent that such Liabilities are caused in part by the active negligence or willful misconduct of such Indemnitee.

Notwithstanding the provisions of the above paragraph, Consultant agrees to indemnify and hold harmless the City from and against any and all claims, demands, defense costs, liability, expense, or damages arising out of or in connection with damage to or loss of any property belonging to Consultant or Consultant's employees, subconsultants, representatives, patrons, guests or invitees.

Consultant further agrees to indemnify the City for damage to or loss of City property to the proportionate extent they arise out of Consultant's negligent performance of the work associated with this Agreement or to the proportionate extent they arise out of any negligent act or omission of Consultant or any of Consultant's employees, agents, subconsultants, representatives, patrons, guests or invitees; excepting such damage or loss arising out of the negligence of the City.

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7. INSURANCE

Consultant shall submit and maintain in full force all insurance as described herein. Without altering or limiting Consultant's duty to indemnify, Consultant shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

- A. Commercial General Liability Insurance including but not limited to premises, personal injuries, bodily injuries, property damage, products, and completed operations, with a combined single limit of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
- B. Professional Liability Insurance with limits of not less than \$1,000,000 per occurrence or claim and \$2,000,000 in the aggregate. Consultant will either maintain or cause to be maintained professional liability coverage in full force or obtain extended reporting (tail) coverage (with the same liability limits) for at least three years following the City's acceptance of the work.
- C. Automobile Liability Insurance covering all automobiles, including owned, leased, non-owned, and hired automobiles, used in providing Services under this Agreement, with a combined single limit of not less than \$1,000,000 per occurrence.
- D. Workers' Compensation Insurance. If Consultant employs others in the performance of this Agreement, Consultant shall maintain Workers' Compensation insurance in accordance with California Labor Code section 3700 and with a minimum of \$1,000,000 per occurrence.
- E. Other Insurance Requirements:

- i. All insurance required under this Agreement must be written by an insurance company either:

- 1. admitted to do business in California with a current A.M. Best rating of no less than A:VI;

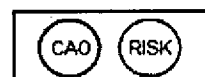
or

- 2. an insurance company with a current A.M. Best rating of no less than A:VII.

Exception may be made for the State Compensation Insurance Fund when not specifically rated.

- ii. Each insurance policy required by this Agreement shall state that coverage shall not be canceled, except with notice to the City.
- iii. The general liability and auto policies shall:
 - 1. Provide an endorsement naming the City of Monterey, its officers, officials, employees, and volunteers as additional insureds. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance

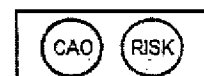
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(at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 23 37 forms if later revisions used).

2. Provide that such Consultant's insurance is primary as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City of Monterey shall be excess to the Consultant's insurance and shall not contribute with it.
 3. Contain a "Separation of Insureds" provision substantially equivalent to that used in the ISO form CG 00 01 10 01 or their equivalent.
 4. Provide for a waiver of any subrogation rights against the City via an ISO CG 24 01 10 93 or its equivalent.
- iv. Prior to the start of work under this Agreement, Consultant shall file certificates of insurance and endorsements evidencing the coverage required by this Agreement with the City of Monterey Risk Management Office. Consultant shall file a new or amended certificate of insurance promptly after any change is made in any insurance policy which would alter the information on the certificate then on file.
 - v. Neither the insurance requirements hereunder, nor acceptance or approval of Consultant's insurance, nor whether any claims are covered under any insurance, shall in any way modify or change Consultant's obligations under the indemnification clause in this Agreement, which shall continue in full force and effect. All coverage available to the Consultant as named insured shall also be available and applicable to the additional insured. Notwithstanding the insurance requirements contained herein, Consultant is financially liable for its indemnity obligations under this Agreement.
 - vi. All policies shall be written on a first dollar coverage basis or contain a deductible provision. Any deductibles or self-insured retentions ("SIR") must be declared to and approved by the City. At the option of the City, either: the insured shall reduce or eliminate such deductibles or SIR as respects the City, its officers, officials, employees and volunteers; or Consultant shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration, and defense expenses. In no event shall any SIR or insurance policy contain language, whether added by endorsement or contained in the policy conditions, that prohibits satisfaction of any self-insured provision or requirement by anyone other than the named insured, or by any means including other insurance, or which is intended to defeat the intent or protection of an additional insured.
 - vii. City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.
 - viii. Consultant shall require and verify that all subconsultants and subcontractors maintain insurance meeting all the requirements stated herein.

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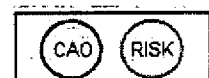
8. PERFORMANCE STANDARDS

- A. Consultant acknowledges and agrees that Consultant and Consultant's agents, employees, and subconsultants performing Services under this Agreement are specially trained, experienced, competent have the degree of specialized expertise contemplated within California Government Code Section 37103, and further, are appropriately licensed to perform the work and deliver the Services required under this Agreement.
- B. Consultant, its agents, employees, and subconsultants shall perform all Services in a safe and skillful manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields in accordance with sound professional practices, and all work product of Consultant shall comply with all applicable laws, rules, regulations, ordinances and codes. Consultant also acknowledges and agrees that it is familiar with all laws that may affect its performance of this Agreement and shall advise City of any changes in any laws that may affect Consultant's performance of this Agreement. All Services performed under this Agreement that are required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.
- C. Consultant shall furnish, at its own expense, all materials, equipment and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. Consultant shall not use the City premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.
- D. Consultant agrees to perform all work under this Agreement to the satisfaction of City and as specified herein. The City's Project Representative or his or her designee shall perform evaluation of the work. If the quality of work is not satisfactory, City in its discretion may meet with Consultant to review the quality of work and resolve the matters of concern, and may require Consultant to repeat the work at no additional fee until it is satisfactory.

9. CITY INFORMATION AND RESOURCES

- A. **Available Information.** The City shall make available to Consultant all relevant information, plans, maps, reports, specifications, standards and pertinent data which is in the hands of the City and is required by Consultant to perform the Services. Consultant shall be entitled to rely upon the accuracy and completeness of such information and data furnished by the City, except where it is stated otherwise or unreasonable.
- B. **City Resources.** The City acknowledges that Consultant's ability to provide the Services in accordance with this Agreement may be dependent on the City providing available information and resources in a prompt and timely manner as reasonably required by Consultant. To the extent that the City fails to provide City resources, Consultant shall not be liable for any resulting delay in the Services or failure to meet the Project Schedule, but in no event shall such delay or failure to provide City resources constitute a breach of this Agreement by the City, nor shall Consultant be entitled to extra compensation for same.

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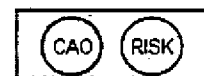


- C. **Obligations of Consultant.** No reviews, approvals, or inspections carried out or supplied by the City shall derogate from the duties and obligations of Consultant, and all responsibility related to performance of the Services shall be and remain with Consultant.

10. OWNERSHIP AND USE OF MATERIALS

- A. **Ownership of the Materials.** All data, studies, reports, calculations, field notes, sketches, designs, drawings, plans, specifications, cost estimates, manuals, correspondence, agendas, minutes, notes, audio-visual materials, photographs, models, software data, computer software (if purchased on the City's behalf) and other documents or products produced by Consultant under this Agreement (collectively, "the Materials") are and shall remain the property of the City even though Consultant or another party may have physical possession of them or a portion thereof. Consultant hereby waives, in favor of the City, any moral rights Consultant, its employees, subconsultants, vendors, successors or assignees may have in the Materials. Consultant agrees that all copyrights, which arise from creation of the work or Services pursuant to this Agreement, shall be vested in the City and waives and relinquishes all claims to copyright or intellectual property rights in favor of the City.
- B. **No Patent or Copyright Infringement.** Consultant guarantees that in its creation of the Materials produced under this Agreement, no federal or state patent or copyright laws were violated. Consultant covenants that it will defend, indemnify and hold City harmless from any claim or legal action brought against the City for alleged infringement of any patent or copyright related to City's use of Materials produced by Consultant and its employees, agents and subconsultants under this Agreement.
- C. **Delivery and Use of the Materials.** All Materials shall be transferred and delivered by Consultant to the City without further compensation following the expiration or sooner termination of this Agreement, provided that the City may, at any time prior to the expiration or earlier termination of this Agreement, give written notice to Consultant requesting delivery by Consultant to the City of all or any part of the Materials in which event Consultant shall forthwith comply with such request. The Materials created electronically must be submitted in a format and medium acceptable to the City. The Materials may be used by the City in any manner for the intended purpose or as part of its operations associated with the Materials.
- D. **Survival of Ownership and Use Provisions.** It is understood and agreed that the provisions contained in Section 10, Ownership and Use of Materials, shall survive the expiration or earlier termination of this Agreement, and that this Section is severable for such purpose.
- E. **Additional Copies.** If the City requires additional copies of reports, or any other material that Consultant is required to furnish as part of the Services under this Agreement, Consultant shall provide such additional copies, and the City shall compensate Consultant for the actual costs related to the production of such copies by Consultant.

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11. CONFIDENTIALITY

- A. **No Disclosure.** Consultant shall keep confidential and shall not disclose, publish or release any information, data, or confidential information of the City to any person other than representatives of the City duly designated for that purpose in writing by the City. Consultant shall not use for Consultant's own purposes, or for any purpose other than those of the City, any information, data, or confidential information Consultant may acquire as a result of the performance of the Services under this Agreement. Consultant shall promptly transmit to the City any and all requests for disclosure of any such confidential information or records. The obligations under this Section shall survive the expiration or earlier termination of this Agreement.
- B. **California Public Records Act.** Consultant acknowledges that the City is subject to the California Public Records Act (Government Code Section 6250 et seq.), known as the "PRA", and agrees to any disclosure of information by the City as required by law. Consultant further acknowledges that it may have access to personal information as defined under the PRA, and Consultant shall not use any such personal information for any purposes other than for the performance of Services under this Agreement without the advance written approval of the City.

All Scopes of Services and related documents received shall be public records, with the exception of those elements which are identified by the consultant as business trade secrets and are plainly marked "Trade Secret", "Confidential" or "Proprietary". If disclosure is required under the PRA or otherwise by law, the City shall not be liable or responsible for the disclosure of any such records and the consultant shall indemnify, defend, and hold the City harmless for any such disclosure.

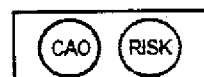
12. CONFLICT OF INTEREST

Consultant is required to file a Form 700 in compliance with the City's Conflict of Interest Code (Resolution No. 12-173 C.S. and any amendment thereof) unless a written determination by the City Manager is made modifying or eliminating said requirement, or unless otherwise exempted by law.

In addition, Consultant, Consultant's employees, and subconsultants agree as follows:

- A. That they shall conduct their duties related to this Agreement with impartiality, and shall, if they exercise discretionary authority over others in the course of those duties, disqualify themselves from dealing with anyone with whom a relationship between them could bring the impartiality of Consultant or its employees into question;
- B. Shall not influence, seek to influence, or otherwise take part in a decision of the City knowing that the decision may further their private interests;
- C. Shall not accept any commission, discount, allowance, payment, gift, or other benefit connected, directly or indirectly, with the performance of Services related to this Agreement, that causes, or would appear to cause, a conflict of interest;
- D. Shall have no financial interest in the business of a third party that causes, or would appear to cause, a conflict of interest in connection with the performance of the

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Services related to this Agreement, and if such financial interest is acquired during the term of this Agreement, Consultant shall promptly declare it to the City, and;

- E. Shall not, during the term of this Agreement, perform a service for, or provide advice to, any person, firm, or corporation, which gives rise to a conflict of interest between the obligations of Consultant under this Agreement and the obligations of Consultant to such other person, firm or corporation.

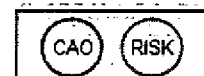
13. DISPUTE RESOLUTION

- A. **Dispute Resolution Procedures.** The parties shall make reasonable efforts to promptly resolve any dispute, claim, or controversy arising out of or related to an Agreement ("Dispute") using the Dispute Resolution Procedures set forth in this Section.
- B. **Negotiations.** First, the City's Project Representative and Consultant's Project Manager shall make reasonable efforts to resolve any Dispute by amicable negotiations and shall provide frank, candid, and timely disclosure of all relevant facts, information, and documents to facilitate negotiations. Should these negotiations be unsuccessful in resolving the Dispute, the matter shall be promptly referred to the City's Deputy City Manager of Plans and Public Works or designee, and the Consultant's Principal, who shall meet and confer, in good faith, to resolve the Dispute to mutual satisfaction of the parties.
- C. **Mediation.** If all or any portion of a Dispute cannot be resolved by good faith negotiations as set forth above within thirty (30) days of the date that the matter was referred to the Deputy City Manager of Plans and Public Works pursuant to subsection B above, either party may, by notice to the other party, submit the Dispute for formal mediation to a mediator selected mutually by the parties from the Monterey Superior Court's Court-Directed Mediator Panel list. The duration of any such mediation shall not exceed 2 hours unless otherwise agreed to by the parties. The cost of the mediation (including fees of mediators) shall be borne equally by the parties, and each party shall bear its own costs of participating in mediation. The mediation shall take place within the City of Monterey.
- D. **Legal Action/Claims.** Consultant may not bring legal action against the City to resolve a Dispute as set forth herein until it has exhausted its administrative remedies as set forth in subsections B and C above. All claims by Consultant against the City for money or damages must comply with the Government Claims Act (California Government Code Sections 810-996.6) and, if applicable, Monterey City Code Section 1-8.2 regarding claims against the City not otherwise governed by the Government Claims Act.

14. TERMINATION OF AGREEMENT

- A. **Termination for Cause or Default.** The City reserves the right to immediately terminate this Agreement, in whole or in part, if Consultant or any subconsultant defaults or fails to deliver the Services in accordance with the terms and conditions of this Agreement. Such termination shall be in writing, shall set forth the effective date of termination, shall not result in any penalty or other charges to the City, and may be

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issued without any prior notice. Without limitation, Consultant is in default of its obligations contained in this Agreement if Consultant, or any subconsultant:

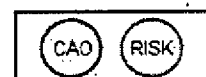
- i. Fails to perform the required Services within the term and/or in the manner provided under this Agreement;
- ii. Fails to supply sufficient, properly skilled workers or proper workmanship, products, material, tools and equipment to perform the Services;
- iii. Fails to observe or comply with all laws, ordinances, including all requirements of governmental or quasi-governmental authorities, including federal, state, and local government enactments, bylaws, and other regulations now or, following the date of this Agreement, in force that pertain to;
- iv. Fails to observe or comply with the City's reasonable instructions;
- v. Breaches the Conflict of Interest provisions of this Agreement; or
- vi. Otherwise violates any provision of this Agreement.

B. **Termination for Convenience.** The City may, at its option, terminate this Agreement, in whole or in part, at any time during the Agreement Term for the convenience of the City.

C. **Steps after Termination:**

- i. Upon termination of this Agreement by the City for any reason, the City shall pay Consultant for satisfactorily performed Services and disbursements incurred by Consultant to the date of termination pursuant to this Agreement, less any amounts necessary to compensate the City for damages or costs incurred by the City arising from Consultant's default. Termination will be without prejudice to any other rights or remedies the City may have.
- ii. Upon receipt of written notice of termination of this Agreement by the City for any reason, Consultant shall:
 1. Promptly cease all Services, including Services provided by any subconsultant, unless otherwise directed by the City; and
 2. Deliver to the City all the Materials provided to Consultant or prepared by or for Consultant or the City in connection with this Agreement. Such Materials are to be delivered to the City in completed form; however, notwithstanding the provisions of Section 10, Ownership and Use of Materials, herein, the City may condition payment for services rendered to the date of termination upon Consultant's delivery to the City of such Materials.
- iii. In the event this Agreement is terminated by the City for any reason, the City is hereby expressly permitted to assume the projects and Services, and to complete them by any means including, but not limited to, an agreement with another party.

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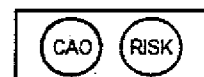
15. LEGAL ACTION / VENUE

- A. Should either party to this Agreement bring legal action against the other, the validity, interpretation and performance of this Agreement shall be controlled by and construed under the laws of the State of California, excluding California's choice of law rules. Venue for any such action relating to this Agreement shall be in the Monterey County Superior Court.
- B. If any legal action or proceeding, including action for declaratory relief, is brought for the enforcement of this Agreement or because of an alleged dispute, breach, default or misrepresentation in connection with this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees, experts' fees, and other costs, in addition to any other relief to which the party may be entitled.

16. MISCELLANEOUS PROVISIONS

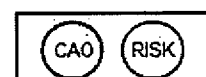
- A. **Non-discrimination.** During the performance of this Agreement, Consultant, and its subconsultants, shall not unlawfully discriminate against any person because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, either in Consultant's employment practices or in the furnishing of services to recipients.
- B. **Acceptance of Services Not a Release.** Acceptance by the City of the Services to be performed under this Agreement does not operate as a release of Consultant from professional responsibility for the Services performed.
- C. **Force Majeure.** Either party shall be absolved from its obligation under this Agreement when and to the extent that performance is delayed or prevented, and in the City's case, when and to the extent that its need for vehicles, materials, or Services to be supplied hereunder are reduced or eliminated by any cause, except financial, for reasons beyond its control. Such reasons include, but are not limited to: earthquake, flood, epidemic, fire, explosion, war, civil disorder, act of God or of the public enemy, act of federal, state or local government, or delay in transportation to the extent that they are not caused by the party's willful or negligent acts or omissions, and to the extent that they are beyond the party's reasonable control.
- D. **Headings.** The headings appearing herein shall not be deemed to govern, limit, modify, or in any manner affect the scope, meaning or intent of the provisions of this Agreement. The headings are for convenience only.
- E. **Entire Agreement.** This Agreement, including the Exhibits attached hereto, constitutes the entire agreement between the parties hereto with respect to the terms, conditions, and Services and supersedes any and all prior proposals, understandings, communications, representations and agreements, whether oral or written, relating to the subject matter thereof pursuant to Section 1B, "Amendment of Services". Any Amendment to this Agreement will be effective only if it is in writing signed by both parties hereto and shall prevail over any other provision of this Agreement in the event of inconsistency between them.

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- F. **Conflict between Agreement and Exhibits.** In the event of a conflict between a provision in this Agreement and a provision in an Exhibit attached to this Agreement, the provisions in this Agreement shall take precedence.
- G. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and may be signed in counterparts, but all of which together shall constitute one and the same Agreement.
- H. **Multiple Copies of Agreement.** Multiple copies of this Agreement may be executed, but the parties agree that the Agreement on file in the office of the City's City Clerk is the version of the Agreement that shall take precedence should any difference exist among counterparts of this Agreement.
- I. **Authority.** Any individual executing this Agreement on behalf of the City or Consultant represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.
- J. **Severability.** If any of the provisions contained in this Agreement are held illegal, invalid or unenforceable, the enforceability of the remaining provisions shall not be impaired thereby. Limitations of liability and indemnities shall survive termination of the Agreement for any cause. If a part of the Agreement is valid, all valid parts that are severable from the invalid part remain in effect. If a part of this Agreement is invalid in one or more of its applications, the part remains in effect in all valid applications that are severable from the invalid applications.
- K. **Non-exclusive Agreement.** This Agreement is non-exclusive and both the City and Consultant expressly reserve the right to enter into agreements with other Consultants for the same or similar services, or may have its own employees perform the same or similar services.
- L. **Assignment of Interest.** The duties under this Agreement shall not be assignable, delegable, or transferable without the prior written consent of the City. Any such purported assignment, delegation, or transfer shall constitute a material breach of this Agreement upon which the City may terminate this Agreement and be entitled to damages.
- M. **City Business License.** Prior to receiving a Notice to Proceed from the City, Consultant shall obtain and maintain a valid City of Monterey Business License for the duration of the Agreement. Costs associated with the license are the responsibility of Consultant.
- N. **Laws.** Consultant agrees that in the performance of this Agreement it will reasonably comply with all applicable federal, state and local laws and regulations. This Agreement shall be governed by and construed in accordance with the laws of the State of California and the City of Monterey.
- O. **On-Call Agreements.** The amount of work (scope of services) to be requested during the Agreement term cannot be well defined at the outset. The Consultant agrees to perform the work on an on-call basis in such increments and at such times as shall be

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defined in written work requirements to be issued by the City as the need arises. The Consultant agrees that the offer to perform the work at the various rates as set forth in the Consultant's Fee Schedule (Exhibit "C") remains in effect for all work requirements issued by the City during the Agreement term or until the exhaustion of the Agreement funding limit, whichever occurs first. No minimum dollar value of work is guaranteed by the City.

IN WITNESS WHEREOF, this Agreement is entered into by the parties hereto on the day and year first above written in Monterey, California.

CITY OF MONTEREY


Mayor, City Manager, or Designee Signature

Hans Uslar
Printed Name **Assistant City Manager**

Title

CONSULTANT


Consultant Signature

Larry Castellanos
Printed Name

Vice President
Title

Associated Right of Way Services, Inc.

Exhibit "A"	Request for Proposals
Exhibit "B"	Proposal
Exhibit "C"	Fee Schedule
Exhibit "D"	Key Employees and Subconsultants

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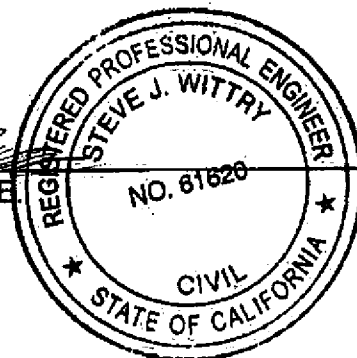
REQUEST FOR PROPOSAL

TO PROVIDE ON-CALL APPRAISAL SERVICES FOR PROJECTS WITHIN THE CITY OF MONTEREY

May 10, 2016

Approved By:


Steve Wittry, P.E.
City Engineer



REQUEST FOR PROPOSAL TO PROVIDE ON-CALL APPRAISAL SERVICES FOR PROJECTS WITHIN THE CITY OF MONTEREY

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REQUEST FOR PROPOSAL TO PROVIDE ON-CALL APPRAISAL SERVICES FOR PROJECTS WITHIN THE CITY OF MONTEREY

1. INTRODUCTION

The City of Monterey (City) is seeking comprehensive proposals for professional services from qualified firms to perform on-call appraisal services. The scope of work shall include, in general, the full range of services typically required to perform property evaluations for projects within the City. This solicitation is not intended to create an exclusive service agreement and multiple contracts may be awarded.

2. PROJECT DESCRIPTION

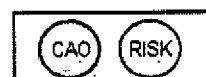
The proposed projects will include:

The performance of full property appraisals, which will be used for various capital (local, state and/or federal) and public lease development projects within the City. Task orders will be created under a Master Agreement and may include, but are not limited to, work within the public right-of-way, parks, wharves, beaches, buildings, grounds, tidelands and lease rental values. Each task will be based upon an agreed upon scope, schedule and fee.

3. TERMS OF WORK

- A. The City of Monterey's standard Professional Services Agreement (Agreement), attached hereto as Attachment A, includes the City's standard terms and conditions and insurance requirements applicable to the performance of this work.
- B. The term of the Agreement will be for an initial two (2) year period and will include options for two (2) annual extensions. The total term of this Agreement will not exceed four (4) years.
- C. The aggregate not-to-exceed fee for all tasks provided during the initial 2-year term of the Agreement shall be \$200,000. Subsequent annual extensions of the Agreement will provide additional funding of \$100,000 per year, with total maximum 4-year not-to-exceed contract amount of \$400,000.
- D. The City will identify tasks and ask the Consultant to prepare a task proposal which, at minimum, will include: scope of work, not-to-exceed fee and schedule. A Notice to Proceed will be issued for each task under this Agreement.
- E. All drawings, reports, data, computer files, specifications, calculations, and studies prepared by the consultant shall become the property of the City, with all rights of ownership including reproduction of the same.

- 4. The City will NOT expect the consultant to obtain permits from other government organizations, but may assist in the preparation of any needed applications/forms for submission by the City.



5. SCOPE OF WORK

Basic services shall be to provide full property appraisals for use by a municipal agency.

Selected firms will be expected to perform a minimum of the following tasks either within their own forces or by the use of sub-consultants.

Tasks may range from, but are not limited to the following: preparing a Uniform Standards of Professional Appraisal Practices (USPAP) Compliant Summary Appraisal Report for a specific property to peer review of existing documentation. Each task will be based upon an agreed upon scope, schedule and fee. An individual task order will be created under this master agreement for the completion of each task.

6. MINIMUM PROPOSAL CONTENT

Firms wishing to be considered for this agreement should submit, at a minimum, the following (not to exceed 25 pages).

A. Cover Letter

Provide a brief synopsis of the firm and project team. Identify the Project Manager, including contact information, for this Request for Proposals.

B. Technical Proposal

1. Relevant public agency experience, both of the firm and the personnel assigned to this project- Include resumes of key personnel.
2. A reference list of previous/current clients for whom the firm has performed appraisal work within the past three years, including contact names and phone numbers.
3. A list of sub-consultants to be used, if any, and their expertise as called for in relation to the Scope of Services.
4. A brief outline of the firm's current workload, staffing and ability to provide timely deliverables. If applicable, identify the primary office from which work will be produced.
5. Documentation of MAI professional association membership.

C. Fee Schedule

Provide the fee schedules for your firm and any proposed sub-consultants, which include an hourly rate for each category of employee (i.e., Principal, Technician, etc.); and fees for applicable direct costs (mileage, blueprint, reproduction, etc.). No 'mark-up' will be allowed for direct costs. Sub-consultant services are to be billed at cost plus ten percent (10%) maximum.

7. SUBMITTAL REQUIREMENTS

A. Proposals

Five (5) originals and one electronic copy of the technical proposal are to be submitted in one envelope or package clearly marked on the exterior as to this solicitation, technical proposal, and due date and time. Two (2) copies of the fee schedules must be in a separate sealed envelope or package, clearly marked as the "Fee Schedule" for this solicitation, with the name of the firm and due date/time.

B. Due Date/Time

Proposals will be received by the City's Engineering office **until 4:00 p.m., Thursday, June 9, 2016**. Submit to:

Steve Wittry, P.E.
City Engineer
City of Monterey Engineering
580 Pacific Street, Room #7
Monterey, CA 93940

8. PROCEDURES AND EVALUATION OF PROPOSALS

The City will select firms based on qualifications, related experience, responsiveness, recommended project approach, availability and practical applications which best accomplish the objectives while incorporating innovative and cost effective methods.

A. Evaluation Criteria

An evaluation committee will review and evaluate technical proposals against the following criteria.

Consultants should submit information sufficient for the City to easily evaluate qualifications with respect to the selection criteria. The absence of required information may cause the package to be deemed non-responsive and may be cause for rejection. The ability of the consultant to clearly and concisely convey information will be considered in the review process.

The selection criteria and the importance of each are included below:

Criteria	Scoring
Responsive Proposal	Indicate Pass/Fail
Cover letter, including firm and responsible charge contact information	
Signed proposal and acknowledgement of addenda (if applicable)	
General firm information, including identification of any sub-consultants	
Project experience information	
Organizational chart of proposed team	
Resumes of key personnel for this proposal	
Staff has appropriate licenses, registrations and certifications to provide services listed in Scope of Work	
Fee schedule-submitted in a separate sealed envelope	
Any item marked "Fail" will cause the proposal to be deemed non-responsive.	
Proposed Team Qualifications and Resumes	Points 0-25
Organizational chart of proposed team provides a clear picture of the working relationship between all key personnel on the proposed team	
Proposed team members have relevant technical experience to provide appraisal services as typically relevant to a municipal agency	
Sub Total Possible Points - 50	
Project Experience	Points 0-25
Description indicates: (1) Previous experience with governmental/institutional projects (2) Governmental agency work experience (3) Appraising special interests such as tidelands, easements and leased fee. (4) Record of accomplishing projects on schedule and within budget (5) Most important role or all roles in the project were performed by the firm	
Sub Total Possible Points - 25	
Local and Team Experience	Points 0-25
Describes relevant experience working as a team in the Monterey Peninsula	
Sub Total Possible Points - 25	
Total Possible Points-100	

B. Procedures

All proposals that are deemed responsive based on the Evaluation Criteria will be scored and ranked based upon total points received. At the City's discretion, the most highly qualified firms may be used to establish a "short list" of finalists.

1. Should the City elect to establish a "short list", firms on the short list may be asked to formally present their proposal in Monterey and respond to interviewer questions.
2. Upon the completion of the rankings, to determine a fair and reasonable price, the sealed fee schedules of all the responsive proposers will be

opened, and fee negotiations will commence with the highest ranked firm. If the fees are mutually agreed upon after negotiations, an agreement will be placed on a City Council agenda for approval consideration. If fee negotiations are unsuccessful with the highest ranked firm, that firm will be excused, and the fee schedule of the next highest ranked firm will be negotiated.

3. The City reserves the right to enter into agreements with multiple firms as a result of this solicitation
4. The City reserves the right to reject any and all proposals and to reissue its request for proposals. The City reserves the right to cancel the project at any point and pay the consultant only for costs incurred to that point and for work completed which is usable as determined by the City.

C. Schedule

The anticipated schedule for this solicitation is as follows:

Release of RFP	May 10, 2016
Receipt of Proposals	June 9, 2016
Review, rate proposals & negotiate fee schedule	June 9-June 17, 2016
City Council Award	July 5, 2016
Consultant signature and documentation	July 5-July 15, 2016
Kickoff meeting	Week of July 18, 2016

9. POINT OF CONTACT

Interested firms desiring additional information are asked to call the City of Monterey's Engineering Office, 580 Pacific Street, Rm. 7, Monterey, CA 93940 at (831) 646-3921 or via email: engineering-admin@monterey.org.

Primary point of contact: Steve Wittry, P.E., City Engineer.

10. GENERAL INFORMATION

The Notice to Proceed for the Master Agreement will be mutually agreed upon based on the date of the Agreement execution. The negotiated fee schedule shall remain in effect throughout the duration of the Agreement.

The aggregate not-to-exceed fee for all tasks provided during the term of the Agreement shall be \$100,000 annually (\$200,000 for the initial 2 year term). Subsequent extensions of the Agreement will provide an additional funding limit of \$100,000. The total Agreement shall not exceed \$400,000.

There is no guaranteed minimum amount of work that may be assigned under the Agreement. The proposer agrees that the offer to perform work at the various rates set forth in the proposer's fee schedule will remain in effect for all on-call tasks issued by the

City during the Agreement term or until the exhaustion of the Agreement funding limit, whichever occurs first.

Review the attached Professional Services Master Agreement for all contractual requirements, including insurance and indemnification. Proposers should consider the cost of carrying the insurance required in the Professional Services Agreement, Attachment A. City reserves the right to reject any proposer as non-responsive based on failure or inability to meet the terms and conditions in the form Agreement.

11. ADDITIONAL INFORMATION

The proposer is strongly encouraged to review the City website, www.monterey.org, to view current projects and programs within the City.

ATTACHMENT A: PROFESSIONAL SERVICES AGREEMENT
for the
[Name of the Project] Project

THIS AGREEMENT is executed this ____ day of _____, 201__, by and between the CITY OF MONTEREY, a municipal corporation, (hereinafter "City"), and [Name of Consultant], (hereinafter "Consultant"), collectively referred to herein as the "parties".

WHEREAS, the City wishes to engage Consultant to perform the services required by this Agreement; and,

WHEREAS, Consultant is willing to render such professional services, as hereinafter defined, on the following terms and conditions; and

WHEREAS, Consultant represents that it is trained, experienced and competent and holds all necessary licenses and certifications to perform the services required by this Agreement.

NOW, THEREFORE, in consideration of the terms and conditions herein contained, the parties hereby covenant and agree as follows:

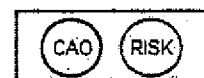
1. SERVICES

- A. **Scope of Services.** Consultant agrees to provide to the City, as the scope of services ("Scope of Services") under this Agreement, the following services: [insert general description of the scope of work], as further described in the City's Request for Proposals ("RFP") dated [insert date of RFP] attached hereto as Exhibit "A", and Consultant's Proposal ("Proposal") dated [insert date of Proposal], attached hereto as Exhibit "B" [OPTIONAL LANGUAGE IF NEW SCOPE HAS BEEN CREATED DURING NEGOTIATIONS: and Final Negotiated Scope of Services ("Final Scope") attached hereto as Exhibit "C". In case of any conflict between these documents, it is the express intent of the parties hereto that the order of precedence and controlling language shall be in the following order: No. 1 this Agreement; No. 2 the City's Request for Proposals (Exhibit "A"); No. 3 Consultant's Proposal (Exhibit "B") [or, No. 3 Final Negotiated Scope (Exhibit "C")] [add additional items if applicable, No. 4 – X, insert Exhibits sequentially in the order controlling terms should apply]. The Scope of Services under this Agreement shall include, but is not limited to, a project description, project phases, task descriptions, identification of key personnel, identification of subconsultants, their key personnel and general description of services they will perform, as further set forth in this Agreement and attachments hereto.
- B. **Amendment of Services.** The City may, from time to time, by written notice to Consultant, make changes to the Scope of Services as defined in Section 1.A above, and Consultant shall carry out the Services subject to such changes, within the time limits agreed to by the parties. The compensation and/or Project Schedule shall be increased or decreased by written amendment to this Agreement ("Amendment"), signed by the City and Consultant, prior to commencement of any such changes of the Services, however any change in Scope or increase in compensation beyond the Scope or compensation limits amount approved by the Monterey City Council shall be authorized and approved in advance by Council. The City shall not be liable to pay additional compensation to Consultant for any additional services performed without a prior written Notice to Proceed with these amended services.

- C. **Supplemental Services.** Consultant shall, if requested in writing by the City, perform supplemental services at the hourly rates set forth in the Fee Schedule attached hereto as Exhibit "C". Consultant shall not provide any supplemental services in excess of the Scope of Services under this Agreement without a prior written Notice to Proceed with these supplemental services. All other terms of this Agreement shall apply to any authorized supplemental services.

2. COMPENSATION

- A. **Total Fee.** The City agrees to pay and Consultant agrees to accept as full and fair consideration for the performance of this Agreement, an hourly fee as set forth in Consultant's Fee Schedule (Exhibit "C"), in a total amount not-to-exceed _____ Thousand Dollars (\$_____.00). Such compensation shall be considered the "Maximum Authorized Expenditure" under this Agreement. The Fee Schedule shall include, but is not limited to, fees for each phase and task, not-to-exceed total fee, hourly rates, reimbursable rates and subconsultant mark-up rates. The payment of any compensation to Consultant hereunder shall be contingent upon performance of the terms and conditions of this Agreement to the satisfaction of the City. If the City determines that the Services set forth in the written invoice have not been performed in accordance with the terms of this Agreement, the City shall not be responsible for payment until such time as the Services have been satisfactorily performed.
- B. **Invoicing.** Consultant shall submit to the City monthly written invoices to the City's Project Representative, identified in Section 5 herein. Invoices shall be prepared in a form satisfactory to the City, describing the services rendered and associated costs for the period covered by the invoice. The City shall provide invoicing format upon request. Except as specifically authorized by the City, Consultant shall not bill the City for duplicate services performed by more than one person. Consultant's invoices shall include, but are not limited to, the following information:
- i. Project Title, the City's Purchase Order number (when applicable) and City's Project Code(s) for each project;
 - ii. Invoice number and date;
 - iii. A brief description of services performed for each project phase and/or task;
 - iv. The budgeted amount for each phase, task and item, including the total amount, with the same for approved Amendments, if any;
 - v. Amount invoiced to date divided by the agreed total compensation, expressed as a percentage, with the same for approved Amendments, if any;
 - vi. The amount earned and invoiced to date for each phase, task and/or item, including the total amount, with the same for approved Amendments, if any;
 - vii. The amount previously invoiced for each phase, task and/or item, including the total amount, with the same for approved Amendments, if any;
 - viii. The amount due for the period covered by this invoice for each phase, task and/or item, including the total amount, with the same for approved Amendments, if any;



- ix. For time and materials authorizations, the number of hours spent, by whom and their hourly rate for each phase, task and/or item, including the total amount;
- x. The costs incurred, including reimbursables, for each phase, task and/or item for the agreed total compensation and approved Amendments, if any, along with a brief description of those costs;
- xi. The total amount due for the period covered by this invoice, including subconsultants and vendors of services or goods;
- xii. Copies of subconsultant invoices, including hourly breakdowns when requested by City, vendor invoices and reimbursable invoices.

Any such invoices shall be in full accord with any and all applicable provisions of this Agreement. Consultant shall submit invoices to the City on or before the sixteenth (16th) day of each month for services performed in the preceding month. The City shall make payment on each such invoice within thirty (30) days of receipt; provided, however, that if Consultant submits an invoice which is incorrect, incomplete, or not in accord with the provisions of this Agreement, the City shall not be obligated to process any payment to Consultant until thirty (30) days after a correct and complying invoice has been submitted by Consultant.

The City shall not be obligated to pay Consultant a greater percentage of the Maximum Authorized Expenditure than the actual percentage of services completed as of the invoice date.

Consultant agrees to remit and shall be responsible for all withholding taxes, income taxes, unemployment insurance deductions, and any other deductions required by applicable federal, state or local laws and regulations for Consultant, its employees, subconsultants and vendors of services or goods.

- C. **Adjustment of Fees.** The City may increase or decrease the Maximum Authorized Expenditure by issuing an Amendment to the Agreement in accordance with Section 1.B "Amendment of Services" above. Should Consultant consider that any request or instruction from the City's Project Representative constitutes a change in the scope of services, Consultant shall so advise the City's Project Representative, in writing, within fourteen (14) calendar days of such request or instruction. Without said written advice within the time period specified, the City shall not be obligated to make any payment of additional compensation to Consultant.
- D. **Hourly Rates.** Unless noted elsewhere in this Agreement, payment for all authorized services, including payment for authorized supplemental and on-call, as-needed services, shall be made by the City to Consultant in accordance with the various rates as set forth in the Consultant's Fee Schedule (Exhibit "C").
- E. **Subconsultants and Vendors.** Invoices for subconsultants and vendors of services or goods shall be paid by the City to Consultant in accordance with the various rates as set forth in the Consultant's Fee Schedule (Exhibit "C"). All reimbursable expenses shall be considered as included within the Maximum Authorized Expenditure. Consultant shall be solely responsible for payment to subconsultants and vendors of services or goods, and

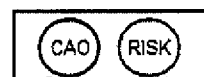
the City shall not be responsible or liable for any payments to subconsultants and vendors, either directly or indirectly.

F. Audit and Examination of Accounts:

- i. Consultant shall keep and will cause any assignee or subconsultant under this Agreement to keep accurate books of records and accounts, in accordance with sound accounting principles, which pertain to services to be performed under this Agreement.
- ii. Any audit conducted of books of records and accounts shall be in accordance with generally accepted professional standards and guidelines for auditing.
- iii. Consultant hereby agrees to disclose and make available any and all information, reports, books of records or accounts pertaining to this Agreement to the City and any City of the County of Monterey, the County of Monterey or other federal, state, regional or governmental agency which provides funding for these Services.
- iv. Consultant shall include the requirements of Section 2F, "Audit and Examination of Accounts", in any and all contracts with assignees or subconsultants under this Agreement.
- v. All records provided for in this Section are to be maintained and made available throughout the performance of this Agreement and for a period of not less than four (4) years after full completion of services hereunder, except that any and all such records which pertain to actual disputes, litigation, appeals or claims shall be maintained and made available for a period of not less than four (4) years after final resolution of such disputes, litigation, appeals or claims.

3. AGREEMENT TERM

- A. **Term.** The work under this Agreement shall commence [start date of contract] and shall be completed by [end date of contract] unless sooner terminated or the City grants an extension of time in writing pursuant to the terms of this Agreement, except for provisions in this Agreement that shall survive the termination or completion of this Agreement. Consultant shall perform any supplemental or on-call services as set out in Section 1.C, "Supplemental and On-Call Services", in a timely manner or in accordance with the agreed upon Project Schedule, completion dates or time periods.
- B. **Timely Work.** Consultant shall perform all Services in a timely fashion, as set forth more specifically in Section 3.A, "Term", and Section 3.C, "Project Schedule", of this Agreement. Failure to perform is hereby deemed a material breach of this Agreement, and the City may terminate this Agreement with no further liability hereunder, or may authorize, in writing, an extension of time to the Agreement.
- C. **Project Schedule.** If applicable, services shall be completed by Consultant in accordance with the Project Schedule attached hereto as Exhibit "D". The parties may, from time to time, by Amendment, alter the Project Schedule. Consultant shall provide the Services pursuant to the Project Schedule or any applicable Project Schedule Amendment. If at any time Consultant discovers that the Project Schedule cannot be met, Consultant shall



immediately notify the City in writing and provide a revised Project Schedule for review and consideration by City.

- D. **Notice to Proceed.** Upon execution of this Agreement by both parties and the receipt of all documentation required by this Agreement to be provided by Consultant to the City, the City shall issue a written Notice to Proceed to the Consultant. The City may, in its sole discretion, issue subsequent notices from time to time regarding further portions or phases of the work. Upon receipt of such notices, Consultant shall diligently proceed with the Services authorized and complete those Services within the agreed time period specified in said notice. Consultant shall not proceed with any of the Services unless they have received a Notice to Proceed from the City.

4. CONSULTANT'S EMPLOYEES AND SUBCONSULTANTS

- A. **Listed Employees and Subconsultants.** Consultant shall perform the Services using the individuals listed in the Key Employees and Subconsultants List attached hereto as Exhibit "E".
- B. **Substitution of Employees or Subconsultants:**
- i. Consultant shall not substitute any key employee or subconsultant listed in Exhibit "E" without the prior written approval of the City, such approval shall not be withheld unreasonably. The City shall not approve removal or substitution of employees or subconsultants for the reason that Consultant or its affiliates has called on such individuals to perform services for another client of the Consultant.
 - ii. If, at any time, the City reasonably objects to the performance, experience, qualifications or suitability of any of Consultant's employees or subconsultants, then Consultant shall, on written request from the City, replace such employee or subconsultant. Consultant shall, subject to scheduling and staffing considerations, make reasonable efforts to replace the individual with an individual of similar competency and experience.
 - iii. Regardless of whether or not the City consents to, or requests a substitution of any employee or subconsultant of Consultant, the City shall not be liable to pay additional compensation to Consultant for any replacement or substitution.
- C. **Sub-agreements with Subconsultants.** Consultant shall incorporate the terms and conditions of this Agreement into all sub-agreements with subconsultants in respect of the Services necessary to preserve all rights of the City under this Agreement. Consultant shall be fully responsible to the City of all acts and omissions of subconsultants and of persons employed by any subconsultant.
- D. **Not an Agent of the City.** Nothing in this Agreement shall be interpreted so as to render the City the agent, employer, or partner of Consultant, or the employer of anyone working for or subcontracted by Consultant, and Consultant must not do anything that would result in anyone working for or subcontracted by Consultant being considered an employee of the City. Consultant is not, and must not claim to be, an agent of the City.

E. Independent Contractor:

- i. Consultant is an independent contractor. This Agreement does not create the relationship of employer and employee, a partnership, or a joint venture. The City shall not control or direct the details, means, methods or processes by which Consultant performs the Services. Consultant is responsible for performance of the Services and may not delegate or assign any Services to any other person except as provided for herein. Consultant shall be solely liable for the work quality and conditions of any partners, employees and subconsultants.
- ii. No offer or obligation of permanent employment with the City or particular City department or agency is intended in any manner, and Consultant shall not become entitled by virtue of this Agreement to receive from the City any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. Consultant shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of Consultant's performance of Services under this Agreement. In connection therewith, Consultant shall defend, indemnify and hold the City harmless from any and all liability, which the City may incur because of Consultant's failure to pay such taxes.

5. REPRESENTATIVES AND COMMUNICATIONS

- A. **City's Project Representative.** The City appoints the individual named below as the City's Project Representative for the purposes of this Agreement ("City's Project Representative"). The City may unilaterally change its project representative upon notice to Consultant.

Name: _____
Title: _____
Address: _____
Telephone: _____
Email: _____

- B. **Consultant's Project Manager.** Consultant appoints the person named below as its Project Manager for the purposes of this Agreement ("Consultant's Project Manager").

Name: _____
Title: _____
Address: _____
Telephone: _____
Email: _____

- C. **Meet and Confer.** Consultant agrees to meet and confer with the City's Project Representative, its agents or employees with regard to Services as set forth herein as may be required by the City to insure timely and adequate performance of this Agreement.

- D. **Communications and Notices.** All communications between the City and Consultant regarding this Agreement, including performance of Services, shall be between the City's Project Representative and Consultant's Project Manager. Any notice, report, or other document that either party may be required or may wish to give to the other must be in writing, unless otherwise provided for, and shall be deemed to be validly given to and received by the addressee, if delivered personally, on the date of such personal delivery, if delivered by email, on the date of transmission, or if by mail, seven (7) calendar days after posting.

6. INDEMNIFICATION

Consultant hereby agrees to the following indemnification clause:

To the fullest extent permitted by law (including, without limitation, California Civil Code Sections 2782 and 2782.6), Consultant shall defend (with legal counsel reasonably acceptable to the City), indemnify and hold harmless the City and its officers, designated agents, departments, officials, representatives and employees (collectively "Indemnitees") from and against claims, loss, cost, damage, injury expense and liability (including incidental and consequential damages, court costs, reasonable attorneys' fees, litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith and costs of investigation) to the extent they arise out of, pertain to, or relate to, the negligence, recklessness, or willful misconduct of Consultant, any subconsultant or subcontractor, anyone directly or indirectly employed by them, or anyone that they control (collectively "Liabilities"). Such obligations to defend, hold harmless and indemnify any Indemnitee shall not apply to the extent that such Liabilities are caused in part by the active negligence or willful misconduct of such Indemnitee.

Notwithstanding the provisions of the above paragraph, Consultant agrees to indemnify and hold harmless the City from and against any and all claims, demands, defense costs, liability, expense, or damages arising out of or in connection with damage to or loss of any property belonging to Consultant or Consultant's employees, subconsultants, representatives, patrons, guests or invitees.

Consultant further agrees to indemnify the City for damage to or loss of City property to the proportionate extent they arise out of Consultant's negligent performance of the work associated with this Agreement or to the proportionate extent they arise out of any negligent act or omission of Consultant or any of Consultant's employees, agents, subconsultants, representatives, patrons, guests or invitees; excepting such damage or loss arising out of the negligence of the City.

7. INSURANCE

Consultant shall submit and maintain in full force all insurance as described herein. Without altering or limiting Consultant's duty to indemnify, Consultant shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

- A. **Commercial General Liability Insurance** including but not limited to premises, personal injuries, bodily injuries, property damage, products, and completed operations, with a

combined single limit of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.

- B. Professional Liability Insurance with limits of not less than \$1,000,000 per occurrence or claim and \$2,000,000 in the aggregate. Consultant will either maintain or cause to be maintained professional liability coverage in full force or obtain extended reporting (tail) coverage (with the same liability limits) for at least three years following the City's acceptance of the work.
- C. Automobile Liability Insurance covering all automobiles, including owned, leased, non-owned, and hired automobiles, used in providing Services under this Agreement, with a combined single limit of not less than \$1,000,000 per occurrence.
- D. Workers' Compensation Insurance. If Consultant employs others in the performance of this Agreement, Consultant shall maintain Workers' Compensation insurance in accordance with California Labor Code section 3700 and with a minimum of \$1,000,000 per occurrence.

E. Other Insurance Requirements:

- i. All insurance required under this Agreement must be written by an insurance company either:

- 1. admitted to do business in California with a current A.M. Best rating of no less than A:VI;

or

- 2. an insurance company with a current A.M. Best rating of no less than A:VII.

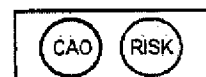
Exception may be made for the State Compensation Insurance Fund when not specifically rated.

- ii. Each insurance policy required by this Agreement shall state that coverage shall not be canceled, except with notice to the City.
- iii. The general liability and auto policies shall:
 - 1. Provide an endorsement naming the City of Monterey, its officers, officials, employees, and volunteers as additional insureds. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 23 37 forms if later revisions used).
 - 2. Provide that such Consultant's insurance is primary as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City of Monterey shall be excess to the Consultant's insurance and shall not contribute with it.
 - 3. Contain a "Separation of Insureds" provision substantially equivalent to that used in the ISO form CG 00 01 10 01 or their equivalent.

4. Provide for a waiver of any subrogation rights against the City via an ISO CG 24 01 10 93 or its equivalent.
- iv. Prior to the start of work under this Agreement, Consultant shall file certificates of insurance and endorsements evidencing the coverage required by this Agreement with the City of Monterey Risk Management Office. Consultant shall file a new or amended certificate of insurance promptly after any change is made in any insurance policy which would alter the information on the certificate then on file.
- v. Neither the insurance requirements hereunder, nor acceptance or approval of Consultant's insurance, nor whether any claims are covered under any insurance, shall in any way modify or change Consultant's obligations under the indemnification clause in this Agreement, which shall continue in full force and effect. All coverage available to the Consultant as named insured shall also be available and applicable to the additional insured. Notwithstanding the insurance requirements contained herein, Consultant is financially liable for its indemnity obligations under this Agreement.
- vi. All policies shall be written on a first dollar coverage basis or contain a deductible provision. Any deductibles or self-insured retentions ("SIR") must be declared to and approved by the City. At the option of the City, either: the insured shall reduce or eliminate such deductibles or SIR as respects the City, its officers, officials, employees and volunteers; or Consultant shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration, and defense expenses. In no event shall any SIR or insurance policy contain language, whether added by endorsement or contained in the policy conditions, that prohibits satisfaction of any self-insured provision or requirement by anyone other than the named insured, or by any means including other insurance, or which is intended to defeat the intent or protection of an additional insured.
- vii. City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.
- viii. Consultant shall require and verify that all subconsultants and subcontractors maintain insurance meeting all the requirements stated herein.

8. PERFORMANCE STANDARDS

- A. Consultant acknowledges and agrees that Consultant and Consultant's agents, employees, and subconsultants performing Services under this Agreement are specially trained, experienced, competent have the degree of specialized expertise contemplated within California Government Code Section 37103, and further, are appropriately licensed to perform the work and deliver the Services required under this Agreement.
- B. Consultant, its agents, employees, and subconsultants shall perform all Services in a safe and skillful manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields in accordance with sound professional practices, and all work product of Consultant shall comply with all applicable laws, rules, regulations, ordinances and codes. Consultant also acknowledges and agrees



that it is familiar with all laws that may affect its performance of this Agreement and shall advise City of any changes in any laws that may affect Consultant's performance of this Agreement. All Services performed under this Agreement that are required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.

- C. Consultant shall furnish, at its own expense, all materials, equipment and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. Consultant shall not use the City premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.
- D. Consultant agrees to perform all work under this Agreement to the satisfaction of City and as specified herein. The City's Project Representative or his or her designee shall perform evaluation of the work. If the quality of work is not satisfactory, City in its discretion may meet with Consultant to review the quality of work and resolve the matters of concern, and may require Consultant to repeat the work at no additional fee until it is satisfactory.

9. CITY INFORMATION AND RESOURCES

- A. **Available Information.** The City shall make available to Consultant all relevant information, plans, maps, reports, specifications, standards and pertinent data which is in the hands of the City and is required by Consultant to perform the Services. Consultant shall be entitled to rely upon the accuracy and completeness of such information and data furnished by the City, except where it is stated otherwise or unreasonable.
- B. **City Resources.** The City acknowledges that Consultant's ability to provide the Services in accordance with this Agreement may be dependent on the City providing available information and resources in a prompt and timely manner as reasonably required by Consultant. To the extent that the City fails to provide City resources, Consultant shall not be liable for any resulting delay in the Services or failure to meet the Project Schedule, but in no event shall such delay or failure to provide City resources constitute a breach of this Agreement by the City, nor shall Consultant be entitled to extra compensation for same.
- C. **Obligations of Consultant.** No reviews, approvals, or inspections carried out or supplied by the City shall derogate from the duties and obligations of Consultant, and all responsibility related to performance of the Services shall be and remain with Consultant.

10. OWNERSHIP AND USE OF MATERIALS

- A. **Ownership of the Materials.** All data, studies, reports, calculations, field notes, sketches, designs, drawings, plans, specifications, cost estimates, manuals, correspondence, agendas, minutes, notes, audio-visual materials, photographs, models, software data, computer software (if purchased on the City's behalf) and other documents or products produced by Consultant under this Agreement (collectively, "the Materials") are and shall remain the property of the City even though Consultant or another party may have physical possession of them or a portion thereof. Consultant hereby waives, in favor of the City, any moral rights Consultant, its employees, subconsultants, vendors, successors or assignees may have in the Materials. Consultant agrees that all copyrights, which arise from creation of the work or Services pursuant to this Agreement, shall be vested in the

City and waives and relinquishes all claims to copyright or intellectual property rights in favor of the City.

- B. **No Patent or Copyright Infringement.** Consultant guarantees that in its creation of the Materials produced under this Agreement, no federal or state patent or copyright laws were violated. Consultant covenants that it will defend, indemnify and hold City harmless from any claim or legal action brought against the City for alleged infringement of any patent or copyright related to City's use of Materials produced by Consultant and its employees, agents and subconsultants under this Agreement.
- C. **Delivery and Use of the Materials.** All Materials shall be transferred and delivered by Consultant to the City without further compensation following the expiration or sooner termination of this Agreement, provided that the City may, at any time prior to the expiration or earlier termination of this Agreement, give written notice to Consultant requesting delivery by Consultant to the City of all or any part of the Materials in which event Consultant shall forthwith comply with such request. The Materials created electronically must be submitted in a format and medium acceptable to the City. The Materials may be used by the City in any manner for the intended purpose or as part of its operations associated with the Materials.
- D. **Survival of Ownership and Use Provisions.** It is understood and agreed that the provisions contained in Section 10, Ownership and Use of Materials, shall survive the expiration or earlier termination of this Agreement, and that this Section is severable for such purpose.
- E. **Additional Copies.** If the City requires additional copies of reports, or any other material that Consultant is required to furnish as part of the Services under this Agreement, Consultant shall provide such additional copies, and the City shall compensate Consultant for the actual costs related to the production of such copies by Consultant.

11. CONFIDENTIALITY

- A. **No Disclosure.** Consultant shall keep confidential and shall not disclose, publish or release any information, data, or confidential information of the City to any person other than representatives of the City duly designated for that purpose in writing by the City. Consultant shall not use for Consultant's own purposes, or for any purpose other than those of the City, any information, data, or confidential information Consultant may acquire as a result of the performance of the Services under this Agreement. Consultant shall promptly transmit to the City any and all requests for disclosure of any such confidential information or records. The obligations under this Section shall survive the expiration or earlier termination of this Agreement.
- B. **California Public Records Act.** Consultant acknowledges that the City is subject to the California Public Records Act (Government Code Section 6250 et seq.), known as the "PRA", and agrees to any disclosure of information by the City as required by law. Consultant further acknowledges that it may have access to personal information as defined under the PRA, and Consultant shall not use any such personal information for any purposes other than for the performance of Services under this Agreement without the advance written approval of the City.

All Scopes of Services and related documents received shall be public records, with the exception of those elements which are identified by the consultant as business trade secrets and are plainly marked "Trade Secret", "Confidential" or "Proprietary". If disclosure is required under the PRA or otherwise by law, the City shall not be liable or responsible for the disclosure of any such records and the consultant shall indemnify, defend, and hold the City harmless for any such disclosure.

12. CONFLICT OF INTEREST

Consultant is required to file a Form 700 in compliance with the City's Conflict of Interest Code (Resolution No. 12-173 C.S. and any amendment thereof) unless a written determination by the City Manager is made modifying or eliminating said requirement, or unless otherwise exempted by law.

In addition, Consultant, Consultant's employees, and subconsultants agree as follows:

- A. That they shall conduct their duties related to this Agreement with impartiality, and shall, if they exercise discretionary authority over others in the course of those duties, disqualify themselves from dealing with anyone with whom a relationship between them could bring the impartiality of Consultant or its employees into question;
- B. Shall not influence, seek to influence, or otherwise take part in a decision of the City knowing that the decision may further their private interests;
- C. Shall not accept any commission, discount, allowance, payment, gift, or other benefit connected, directly or indirectly, with the performance of Services related to this Agreement, that causes, or would appear to cause, a conflict of interest;
- D. Shall have no financial interest in the business of a third party that causes, or would appear to cause, a conflict of interest in connection with the performance of the Services related to this Agreement, and if such financial interest is acquired during the term of this Agreement, Consultant shall promptly declare it to the City, and;
- E. Shall not, during the term of this Agreement, perform a service for, or provide advice to, any person, firm, or corporation, which gives rise to a conflict of interest between the obligations of Consultant under this Agreement and the obligations of Consultant to such other person, firm or corporation.

13. DISPUTE RESOLUTION

- A. **Dispute Resolution Procedures.** The parties shall make reasonable efforts to promptly resolve any dispute, claim, or controversy arising out of or related to an Agreement ("Dispute") using the Dispute Resolution Procedures set forth in this Section.
- B. **Negotiations.** First, the City's Project Representative and Consultant's Project Manager shall make reasonable efforts to resolve any Dispute by amicable negotiations and shall provide frank, candid, and timely disclosure of all relevant facts, information, and documents to facilitate negotiations. Should these negotiations be unsuccessful in resolving the Dispute, the matter shall be promptly referred to the City's Deputy City Manager of Plans and Public Works or designee, and the Consultant's Principal, who shall meet and confer, in good faith, to resolve the Dispute to mutual satisfaction of the parties.

- C. **Mediation.** If all or any portion of a Dispute cannot be resolved by good faith negotiations as set forth above within thirty (30) days of the date that the matter was referred to the Deputy City Manager of Plans and Public Works pursuant to subsection B above, either party may, by notice to the other party, submit the Dispute for formal mediation to a mediator selected mutually by the parties from the Monterey Superior Court's Court-Directed Mediator Panel list. The duration of any such mediation shall not exceed 2 hours unless otherwise agreed to by the parties. The cost of the mediation (including fees of mediators) shall be borne equally by the parties, and each party shall bear its own costs of participating in mediation. The mediation shall take place within the City of Monterey.
- D. **Legal Action/Claims.** Consultant may not bring legal action against the City to resolve a Dispute as set forth herein until it has exhausted its administrative remedies as set forth in subsections B and C above. All claims by Consultant against the City for money or damages must comply with the Government Claims Act (California Government Code Sections 810-996.6) and, if applicable, Monterey City Code Section 1-8.2 regarding claims against the City not otherwise governed by the Government Claims Act.

14. TERMINATION OF AGREEMENT

- A. **Termination for Cause or Default.** The City reserves the right to immediately terminate this Agreement, in whole or in part, if Consultant or any subconsultant defaults or fails to deliver the Services in accordance with the terms and conditions of this Agreement. Such termination shall be in writing, shall set forth the effective date of termination, shall not result in any penalty or other charges to the City, and may be issued without any prior notice. Without limitation, Consultant is in default of its obligations contained in this Agreement if Consultant, or any subconsultant:
- i. Fails to perform the required Services within the term and/or in the manner provided under this Agreement;
 - ii. Fails to supply sufficient, properly skilled workers or proper workmanship, products, material, tools and equipment to perform the Services;
 - iii. Fails to observe or comply with all laws, ordinances, including all requirements of governmental or quasi-governmental authorities, including federal, state, and local government enactments, bylaws, and other regulations now or, following the date of this Agreement, in force that pertain to;
 - iv. Fails to observe or comply with the City's reasonable instructions;
 - v. Breaches the Conflict of Interest provisions of this Agreement; or
 - vi. Otherwise violates any provision of this Agreement.
- B. **Termination for Convenience.** The City may, at its option, terminate this Agreement, in whole or in part, at any time during the Agreement Term for the convenience of the City.
- C. **Steps after Termination:**
- i. Upon termination of this Agreement by the City for any reason, the City shall pay Consultant for satisfactorily performed Services and disbursements incurred by

Consultant to the date of termination pursuant to this Agreement, less any amounts necessary to compensate the City for damages or costs incurred by the City arising from Consultant's default. Termination will be without prejudice to any other rights or remedies the City may have.

- ii. Upon receipt of written notice of termination of this Agreement by the City for any reason, Consultant shall:
 1. Promptly cease all Services, including Services provided by any subconsultant, unless otherwise directed by the City; and
 2. Deliver to the City all the Materials provided to Consultant or prepared by or for Consultant or the City in connection with this Agreement. Such Materials are to be delivered to the City in completed form; however, notwithstanding the provisions of Section 10, Ownership and Use of Materials, herein, the City may condition payment for services rendered to the date of termination upon Consultant's delivery to the City of such Materials.
- iii. In the event this Agreement is terminated by the City for any reason, the City is hereby expressly permitted to assume the projects and Services, and to complete them by any means including, but not limited to, an agreement with another party.

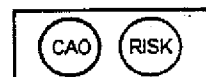
15. LEGAL ACTION / VENUE

- A. Should either party to this Agreement bring legal action against the other, the validity, interpretation and performance of this Agreement shall be controlled by and construed under the laws of the State of California, excluding California's choice of law rules. Venue for any such action relating to this Agreement shall be in the Monterey County Superior Court.
- B. If any legal action or proceeding, including action for declaratory relief, is brought for the enforcement of this Agreement or because of an alleged dispute, breach, default or misrepresentation in connection with this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees, experts' fees, and other costs, in addition to any other relief to which the party may be entitled.

16. MISCELLANEOUS PROVISIONS

- A. **Non-discrimination.** During the performance of this Agreement, Consultant, and its subconsultants, shall not unlawfully discriminate against any person because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, either in Consultant's employment practices or in the furnishing of services to recipients.
- B. **Acceptance of Services Not a Release.** Acceptance by the City of the Services to be performed under this Agreement does not operate as a release of Consultant from professional responsibility for the Services performed.

- C. **Force Majeure.** Either party shall be absolved from its obligation under this Agreement when and to the extent that performance is delayed or prevented, and in the City's case, when and to the extent that its need for vehicles, materials, or Services to be supplied hereunder are reduced or eliminated by any cause, except financial, for reasons beyond its control. Such reasons include, but are not limited to: earthquake, flood, epidemic, fire, explosion, war, civil disorder, act of God or of the public enemy, act of federal, state or local government, or delay in transportation to the extent that they are not caused by the party's willful or negligent acts or omissions, and to the extent that they are beyond the party's reasonable control.
- D. **Headings.** The headings appearing herein shall not be deemed to govern, limit, modify, or in any manner affect the scope, meaning or intent of the provisions of this Agreement. The headings are for convenience only.
- E. **Entire Agreement.** This Agreement, including the Exhibits attached hereto, constitutes the entire agreement between the parties hereto with respect to the terms, conditions, and Services and supersedes any and all prior proposals, understandings, communications, representations and agreements, whether oral or written, relating to the subject matter thereof pursuant to Section 1B, "Amendment of Services". Any Amendment to this Agreement will be effective only if it is in writing signed by both parties hereto and shall prevail over any other provision of this Agreement in the event of inconsistency between them.
- F. **Conflict between Agreement and Exhibits.** In the event of a conflict between a provision in this Agreement and a provision in an Exhibit attached to this Agreement, the provisions in this Agreement shall take precedence.
- G. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and may be signed in counterparts, but all of which together shall constitute one and the same Agreement.
- H. **Multiple Copies of Agreement.** Multiple copies of this Agreement may be executed, but the parties agree that the Agreement on file in the office of the City's City Clerk is the version of the Agreement that shall take precedence should any difference exist among counterparts of this Agreement.
- I. **Authority.** Any individual executing this Agreement on behalf of the City or Consultant represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.
- J. **Severability.** If any of the provisions contained in this Agreement are held illegal, invalid or unenforceable, the enforceability of the remaining provisions shall not be impaired thereby. Limitations of liability and indemnities shall survive termination of the Agreement for any cause. If a part of the Agreement is valid, all valid parts that are severable from the invalid part remain in effect. If a part of this Agreement is invalid in one or more of its applications, the part remains in effect in all valid applications that are severable from the invalid applications.
- K. **Non-exclusive Agreement.** This Agreement is non-exclusive and both the City and Consultant expressly reserve the right to enter into agreements with other Consultants for



the same or similar services, or may have its own employees perform the same or similar services.

- L. **Assignment of Interest.** The duties under this Agreement shall not be assignable, delegable, or transferable without the prior written consent of the City. Any such purported assignment, delegation, or transfer shall constitute a material breach of this Agreement upon which the City may terminate this Agreement and be entitled to damages.
- M. **City Business License.** Prior to receiving a Notice to Proceed from the City, Consultant shall obtain and maintain a valid City of Monterey Business License for the duration of the Agreement. Costs associated with the license are the responsibility of Consultant.
- N. **Laws.** Consultant agrees that in the performance of this Agreement it will reasonably comply with all applicable federal, state and local laws and regulations. This Agreement shall be governed by and construed in accordance with the laws of the State of California and the City of Monterey.
- O. **On-Call Agreements.** The amount of work (scope of services) to be requested during the Agreement term cannot be well defined at the outset. The Consultant agrees to perform the work on an on-call basis in such increments and at such times as shall be defined in written work requirements to be issued by the City as the need arises. The Consultant agrees that the offer to perform the work at the various rates as set forth in the Consultant's Fee Schedule (Exhibit "C") remains in effect for all work requirements issued by the City during the Agreement term or until the exhaustion of the Agreement funding limit, whichever occurs first. No minimum dollar value of work is guaranteed by the City.

IN WITNESS WHEREOF, this Agreement is entered into by the parties hereto on the day and year first above written in Monterey, California.

CITY OF MONTEREY

CONSULTANT

Mayor, City Manager, or Designee Signature

Consultant Signature

Printed Name

Printed Name

Title

Title

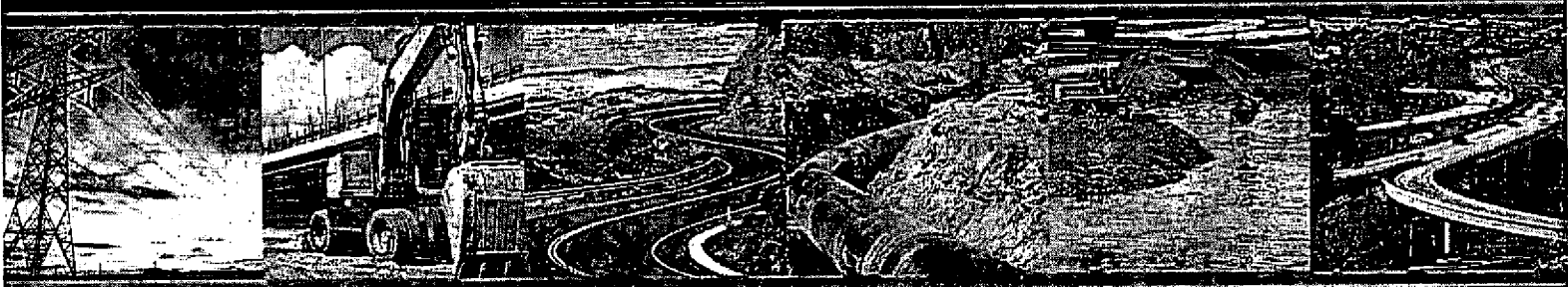
Consultant Legal Company Name

Exhibit "A"	Request for Proposals
Exhibit "B"	Proposal
Exhibit "C"	Fee Schedule
Exhibit "D"	Project Schedule
Exhibit "E"	Key Employees and Subcontractors



ARWS

ASSOCIATED
RIGHT OF WAY
SERVICES, INC.





ASSOCIATED
RIGHT OF WAY
SERVICES, INC.

COVER LETTER

June 9, 2016

Steve Wittry, P.E.
City Engineer
City of Monterey
580 Pacific Street, Room #7
Monterey, CA 93940

Re: Request for Proposal
On-Call Appraisal Services for Projects within the City of Monterey

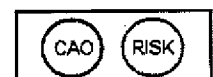
Dear Mr. Wittry:

Associated Right of Way Services, Inc., (AR/WS) respectfully submits the following response to the City of Monterey's (City) Request for Proposal to provide On-Call Appraisal Services. Established in 1989, AR/WS is a Northern California based right of way and real estate consulting firm with a full time staff of professionals, including real estate appraisers, acquisition and relocation agents, and a full support staff. AR/WS has an existing staff of 42 professionals and support staff including eight real property appraisers. Our cohesive team approach utilizes our appraisal researcher/trainee and our administrative staff, which enables us to efficiently provide services on both large and small assignments.

Over the past 27 years, the vast majority of our appraisal work has been related to property acquisition for public improvement projects. A significant portion of AR/WS work involves the valuation of partial property acquisitions, including fee simple areas and permanent and temporary easements. Our appraisal staff specializes in public agency property appraisal and appraisal review for cities, counties, transportation agencies and utility districts. AR/WS is well suited to complete a project of virtually any size or complexity in a timely manner. Additionally, much of our experience is for federally funded projects in conformance with Caltrans Policy and Procedures.

AR/WS has selected its appraisers for their wide variety of appraisal experience. Our appraisers understand what is necessary for eminent domain appraisal reports. Our appraisal staff includes the following team members:

Larry Castellanos, SR/WA, R/W-AC – Principal
Eric Roman, SR/WA, R/W-AC – Appraisal Manager
Karen Couto, MAI, SR/WA – Senior Appraiser
Erik Woodhouse, MAI, R/W-AC – Senior Appraiser
Mark apHugh SR/WA– Appraiser
Kent Berrien - Appraiser
Brian Drake R/W-AC– Appraiser
Matthew Schock, RWA, R/W-AC– Appraiser
Keith Shintani, RWP, R/W-AC – Appraisal Researcher/Trainee
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All AR/WS appraisers are licensed with the State of California Bureau of Real Estate Appraisers. Karen Couto and Erik Woodhouse have earned their MAI designations through the Appraisal Institute. Ms. Couto has also earned her Senior Right of Way Agent (SR/WA) designation from the International Right of Way Association (IRWA). Larry Castellanos and Eric Roman have earned their SR/WA and Right of Way Appraisal (R/W-AC) certification designations from the IRWA. Erik Woodhouse, Brian Drake, Matt Schock and Keith Shintani have also earned their R/W-AC certification designation from the IRWA. Mark apHugh has earned the SR/WA from the IRWA.

Eric Roman will be the project manager for all City assignments and his contact information can be found below:

Eric Roman, SR/WA, R/W-AC
Associated Right of Way Services, Inc.
2300 Contra Costa Boulevard, Suite 525
Pleasant Hill, CA 94523
(925) 691-8500
eroman@arws.com

We anticipate Eric Roman, Karen Couto, Erik Woodhouse, Brian Drake and Keith Shintani will be the primary staff members providing appraisal services to the City of Monterey. Resumes detailing their experience are provided for your review.

Our appraisers are from a variety of backgrounds which include public agencies, appraisal firms and the lending, investment, and brokerage industries. This diverse background gives AR/WS the ability to provide appraisal services for almost any assignment. We encourage you to review our resumes and contact our references to better understand the ability, skill and professionalism we offer our clients. In addition to our experience with the more typical real estate appraisal and real property activities, we pride ourselves on our problem solving abilities and creative approach to our work. Our staff has been selected for not only their technical expertise, but also their ability to think independently and communicate well. AR/WS has completed numerous politically sensitive assignments and we consider the public relations aspect of our work to be as important as the technical side. AR/WS appraisers are aware of the importance of presenting a positive public image during the course of their assignments. We understand the importance of our role as the "front line" representative for our clients.

Thank you for considering Associated Right of Way Services, Inc. We hope our qualification statement is acceptable and we look forward to continuing our work with you in the near future. Please call me if you have any questions.

Sincerely,



Larry Castellanos
Vice President



ASSOCIATED
RIGHT OF WAY
SERVICES, INC.

PUBLIC AGENCY EXPERIENCE

QUALIFICATIONS OF FIRM

Associated Right of Way Services, Inc. (AR/WS) provides real estate and right of way consulting for federal, state, and locally funded public projects. Since 1989, AR/WS has successfully completed hundreds of projects with local public agencies, state, and federal agencies, special districts, transportation authorities, and engineering firms. Our clients benefit from our practical project management and from the experience of our skilled professionals who collaborate as team members to achieve project goals.

AR/WS specializes in project management, appraisal, acquisition and relocation assistance for public agency transportation, utility and other public infrastructure. We also provide long-term staff augmentation to deliver enhanced efficiency and effectiveness to the work process. AR/WS offers the technical expertise, depth and continuity needed by agencies to build public confidence in their real estate and right of way programs.

AR/WS is innovative and creative when consulting on today's increasingly complex real estate and right of way programs. Our clients have come to rely on AR/WS to provide reliable real estate and right of way guidance from project planning through implementation.

AR/WS has focused its efforts on serving public agencies since its inception. Our work has been completed for local, state and federally funded projects. Over the years, public agencies have used AR/WS as their on-call right of way/real estate "staff." Many AR/WS assignments are the result of well-established records of solid project performance with agencies. A significant number of our contracts are either repeat or long-term contracts including, Central Contra Costa Sanitary District (since 1989); City of Tracy (since 1993); City of Santa Rosa (since 1999); Napa County Flood Control and Water Conservation District (since 1999); City of Concord (since 2000); City of Modesto (since 2002); Santa Clara Valley Water District (since 2003); San Francisco Public Utilities Commission (since 2005); Alameda County Transportation Commission (since 2005); Zone 7 Water Agency (since 2005); Pacific Gas & Electric Company (since 2011); and others.

AR/WS has extensive experience in Northern California has worked on several recent projects in Monterey County and the Monterey Peninsula, including the City of Monterey's North Fremont Street Transit, Bicycle and Pedestrian Network Bicycle Improvements Project. AR/WS is currently providing right of way services for Monterey County Public Works' Lower Carmel River Floodplain Restoration Project, and Benchmark Communities for the Davis Road - Reservation Road Intersection Improvements. Additionally, AR/WS has provided extensive appraisal services on various projects for the City of Hollister, as well as the Highway 25 Bypass Project for the Council of San Benito County Governments. An AR/WS Partial Client List is included in this submittal. This list includes several of the public agencies we have as clients.

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RIGHT OF WAY PLANNING

Time & Cost Estimates/Studies
Coordination/Scheduling
Consultation
Inter-Agency Liaison
Public Hearings & Workshops

RELOCATION ASSISTANCE

Relocation Plans
Time & Cost Estimates
Relocation Advisory Services
Appeals Advisory Services

APPRAISALS

Full & Partial Acquisitions
Permanent & Temporary Easements
Various Property Types
Damages/Benefits Analysis
Review Services & Consultation

ACQUISITIONS

Person to Person Negotiations
Full & Partial Acquisitions
Permanent & Temporary Rights
Rights of Entry/
Agreements for Possession and Use
Leases/Options
Document Preparation & Processing
Escrow Coordination
Condemnation Support Services

COMPREHENSIVE COORDINATION

Uniform Act Compliance
Records Management
Administer Regulations
Project Delivery Strategies
Utility Relocation Support
Right of Way Seminars and Training



ASSOCIATED
RIGHT OF WAY
SERVICES, INC.

Public Agency Experience

AR/WS PARTIAL CLIENT LIST

CITIES

Alameda	Danville	Hollister	Novato	Rohnert Park	Sausalito
Albany	Dixon	Lafayette	Oakland	Sacramento	South San Francisco
American Canyon	Dublin	Lathrop	Oakley	San Francisco	St. Helena
Antioch	East Palo Alto	Livermore	Oroville	San Jose	Stockton
Belmont	El Cerrito	Menlo Park	Palo Alto	San Leandro	Sunnyvale
Berkeley	Elk Grove	Milpitas	Petaluma	San Mateo	Tracy
Brawley	Emeryville	Modesto	Pinole	San Pablo	Turlock
Brentwood	Escalon	Monterey	Pittsburg	San Rafael	Union City
California City	Fairfield	Morgan Hill	Pleasant Hill	San Ramon	Vacaville
Ceres	Fremont	Mountain View	Pleasanton	Santa Clara	Vallejo
Concord	Hayward	Napa	Reno	Santa Rosa	Walnut Creek
Daly City	Hercules	Newark	Riverbank		

COUNTIES

Contra Costa	Mendocino	Napa	San Benito	San Joaquin	Sonoma
El Dorado	Monterey	Sacramento	San Francisco	Santa Clara	Tuolumne

REDEVELOPMENT AGENCIES

Alameda	Contra Costa County	Livermore	San Jose	Santa Barbara	South Tahoe
Brentwood	East Palo Alto	Pleasant Hill	San Rafael	Stockton	Tracy
Concord	Emeryville	Reno			

SPECIAL DISTRICTS, TRANSPORTATION AUTHORITIES AND OTHERS

Alameda County Congestion Management Agency	Mt. View Sanitary District
Alameda County Transportation Authority	Napa County FCWCD
Alameda County Water Dist.	Napa County Transportation & Planning Agency
Bay Area Rapid Transit (BART)	Napa Sanitation District
Castro Valley Sanitary District	Novato Sanitary District
Central Contra Costa Sanitary Dist.	Oro Loma Sanitation District
Ceres Unified School District	Pacific Gas and Electric Company (PG&E)
Circle Oaks Water District	Sacramento Regional Transit District
Contra Costa Community College District	San Benito County Water District
Contra Costa Transportation Authority	San Francisco Municipal Transportation Agency
Contra Costa Water District	San Francisco Public Utilities Commission
Delta Diablo Sanitation District	Santa Clara Valley Transportation Authority
Diablo Water District	Santa Clara Valley Water District
Dublin San Ramon Services District	Silicon Valley Clean Water
East Bay MUD	Sonoma Marin Area Rail Transit
Fairfield-Suisun Sewer District	Solano Transportation Authority
Las Gallinas Valley SD	Texas Department of Transportation
Marin County FCWCD	Transbay Joint Powers Authority
Montara Water and Sanitary District	Vallejo Sanitation and Flood Control District
Mt. House Community Services District	Zone 7 Water Agency

AR/WS PARTIAL CLIENT LIST (CONTINUED)
ENGINEERING FIRMS

AECOM	Kal Krishnan Consulting Services	Rajappan & Meyer
BKF Engineers/Surveyors/Planners	Kimley-Horn & Associates	RBF Consulting
Black & Veatch	Korve Engineering	Riechers Spence and Associates
Brown and Caldwell	Mark Thomas & Company	Ruggeri-Jensen-Azar
Camp Dresser & McKee	Mid-Valley Engineering	Schaaf & Wheeler
Carollo Engineers	Moffat & Nichol	TY Lin International
CH2M Hill	Montgomery Watson	URS Corporation
DMJM Harris	NV5	Vali Cooper & Associates
GHD, Inc.	Pakpour Consulting	West Yost & Associates
Harris & Associates	Parsons	Whitson Engineers
HMH, Inc.	Quincy Engineering	Winzler and Kelly
Jacobs Engineering	RMC Environmental Consulting Engineers	WMH Corporation

LAW FIRMS

Danis Woliver Kelley	Law Offices of Michael W. Stamp
Downey Brand Attorneys	McDonough Holland & Allen, PC
Erickson, Beasley and Hewitt, LLP	Meyers, Nave, Riback, Silver & Wilson
Favaro, Lavezzo, Gill, Caretti & Heppell	Miller, Starr & Regalia
Goldfarb & Lipman, LLP	Nossaman LLP
Law Offices of David E. Schriker	Wendel, Rosen, Black & Dean LLP

DEVELOPERS AND HOUSING

Abode Services	Resources for Community Development
Affordable Housing Associates	ROEM Development Corporation
CORE Development, Inc.	Santa Clara County
EPCO Holdings, Inc.	Screen Innovations
Hello Housing	Shea Homes
Integra Property Company	Urban Housing Communities
KB Homes South Bay	Visionary Home Builders, Inc.
Maitri	Warmington Homes
O.R. Colan & Associates	William Lyon Homes
Pulte Homes	

QUALIFICATIONS OF PERSONNEL

AR/WS is particularly proud of its goal to encourage the professional development of all staff members through coursework and seminars offered through the International Right of Way Association (IRWA), Appraisal Institute, and various legal seminars. Several staff members have earned designations from the IRWA and Appraisal Institute. Our staff includes IRWA-approved course instructors in the appraisal and relocation professions. The table below summarizes the licenses, designations and certifications of our staff.

AR/WS STAFF LICENSES, DESIGNATIONS & CERTIFICATIONS

8 State of California Certified General Real Estate Appraisers
2 MAI Appraisers
5 State of California Real Estate Brokers
14 State of California Salespersons
10 SR/WA Designated Staff Members
12 IRWA Certified Staff Members
2 IRWA-approved Course Instructors

All AR/WS appraisers have successfully completed a course in the appraisal of partial acquisitions for public agencies, a course on the Uniform Relocation and Real Property Acquisition Policies Act, and each appraiser has training related to California eminent domain law. The majority of our appraisers have earned a professional designation or certification from the IRWA and/or the Appraisal Institute. Our appraisers have backgrounds in appraising various types of properties including residential, commercial, industrial, agricultural and special uses, and are experienced in appraising property for public acquisitions through the eminent domain process and for voluntary acquisitions. All of our appraisers are experienced in preparing full and partial acquisition appraisal reports. We estimate that 95% of our appraisal assignments are for public agency property acquisitions. AR/WS also provides appraisal services for the disposal, rental and leasing of property owned by our public agency clients. Our appraisers have extensive experience in valuing full acquisitions and partial acquisitions including permanent and temporary easements and severance damages/benefits analysis.

AR/WS has performed, and has the staff to provide, appraisal reviews. Our senior appraisers have provided review services for locally-funded projects and as required by 49 CFR Part 24 for federally assisted projects. Our appraisers have performed appraisal review services for clients such as the City of Turlock, Santa Clara Valley Water District, City of Fairfield, Central Contra Costa Sanitary District, Napa County Flood Control and Water Conservation District and the Alameda County Transportation Commission.

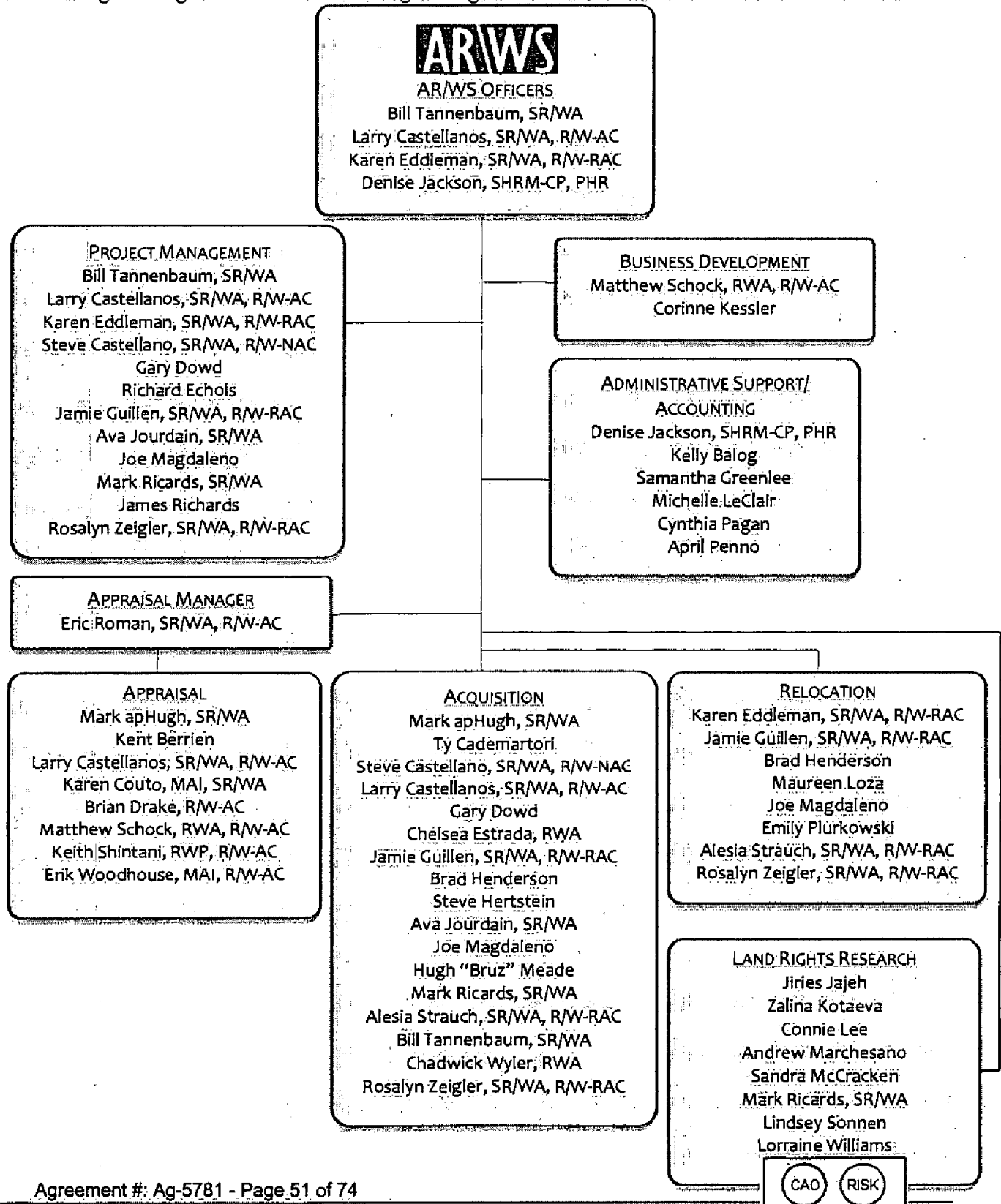
AR/WS team members provide high quality of work to our clients and deliver respectful services to affected property owners and project occupants. Much of our work has involved the delivery of property rights for the Federal Highway Administration, Federal Transit Administration, Federal Railroad Administration, US Army Corps of Engineers and other federally funded projects. Our employees have worked together on many similar past assignments. Several of our professional staff members are cross-trained among disciplines and have also managed projects of their own. Their experience and our competent and experienced support staff enhance our team's ability to perform assignments on a project of virtually any size or level of complexity.

Based on our broad experience and extensive staff resources, we are confident that our existing staff can fulfill the requirement of any of the City's appraisal assignments. This includes appraisals for property acquisition, disposition and leasing purposes, as well as appraisal review assignments. We do not anticipate the use of subconsultants to be used.



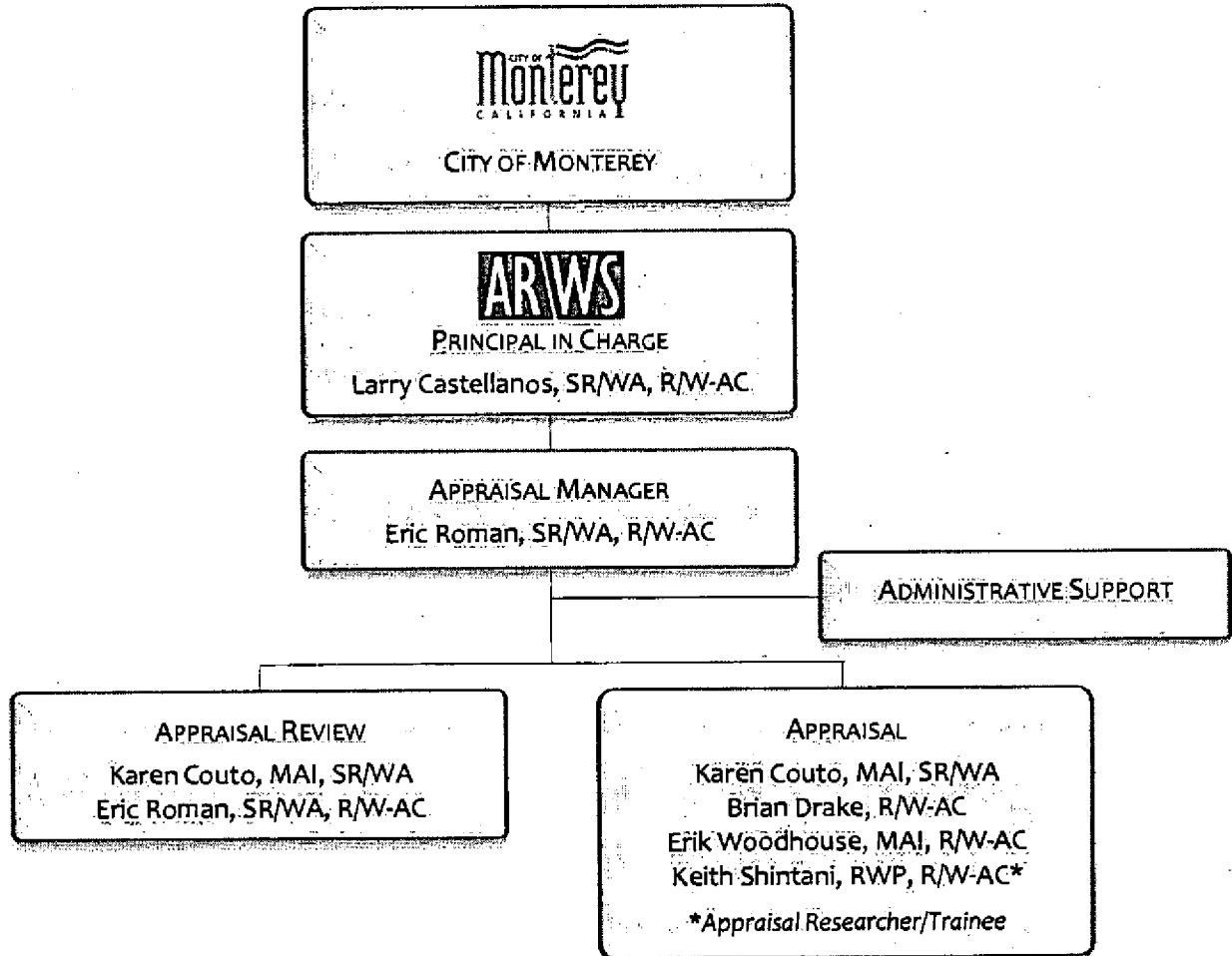
AR/WS ORGANIZATIONAL CHART

The following is an organizational chart showing the organizational structure of all of our staff members.



AR/WS PROPOSED TEAM ORGANIZATIONAL CHART

The AR/WS team members listed below are the proposed key personnel. Should the need arise, we have the ability to seamlessly supplement our proposed team with additional appraisers and administrative staff.



The following table exhibits the experience of our key personnel. Full resumes are included in the following pages.

Name	Role	Years in Industry	Years at AR/WS
Eric Roman, SR/WA, R/W-AC	Appraisal Manager	25	11
Certified General Appraiser			
Karen Couto, MAI, SR/WA	Senior Appraiser	28	11
Certified General Appraiser			
Erik Woodhouse, MAI, R/W-AC	Senior Appraiser	13	4
Certified General Appraiser			
Brian Drake, R/W-AC	Appraiser	12	5
Certified General Appraiser			
Keith Shintani, RWP, R/W-AC	Appraisal Researcher / Trainee	5	

ERIC ROMAN, SR/WA, R/W-AC

Industry experience since 1991

**CURRENT RESPONSIBILITIES**

Eric E. Roman joined **Associated Right of Way Services, Inc.**, in 2005 with 15 years professional appraisal and valuation experience, and currently serves as the **Appraisal Manager**, overseeing the daily operation of the AR/WS appraisal staff and completing appraisal assignments for full and partial acquisitions. The scope of Mr. Roman's work includes appraisals on improved and unimproved properties for public improvement projects and valuation of agricultural, residential, commercial, and industrial properties for flood control, transportation improvement, and pipeline projects, as well as assessment of impact fees and property disposition. Work is performed in conformance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act, Uniform Standards of Professional Appraisal Practice, Caltrans standards, and state and federal guidelines.

PRIOR EXPERIENCE

Prior to joining the AR/WS team, Mr. Roman worked for several prestigious companies. As a Senior Real Estate Appraiser at **CB Richard Ellis, Inc.**, Mr. Roman appraised complicated income producing properties and proposed projects including condominium conversions, office, industrial, retail, multi-family housing, parking facilities, and unimproved land primarily for lending or acquisition purposes. As Portfolio Associate with **AMB Property Company/Prologis**, he provided portfolio management including development, acquisition, and disposition strategy and support; quarterly reporting to joint venture partners; calculation of fund and partnership internal rates of return; and internal valuations and third party appraisal review. As Property Tax Services Manager with **KPMG, LLP and Deloitte & Touche, LLP**, Mr. Roman performed property tax services including arbitration of assessed values and testimony before the Assessment Appeal Boards and Boards of Equalization. As Senior Consultant, Valuation Services with **Arthur Andersen, LLP**, Mr. Roman appraised income producing properties for property, income, and estate tax purposes. He performed cost segregation assignments and feasibility analysis, as well as traditional lender, merger, and acquisition appraisals. As a Real Estate Consultant with **Wallace & Steichen**, Mr. Roman performed site selection, feasibility studies, fair market rent surveys, and appraisal services; and as Staff Appraiser with **Cushman & Wakefield**,

Mr. Roman appraised income producing property and unimproved land primarily for lending and acquisition.

EDUCATION

University of California, Berkeley, BS,
Sociology

LICENSES AND CERTIFICATES

State of California Certified General
Real Estate Appraiser No. AG025365

Candidate for Designation, Appraisal
Institute

SR/WA, Senior Member, International
Right of Way Association

R/W-AC, Appraisal Certified,
International Right of Way Association

Past President, Chapter 2/International
Director, International Right of Way
Association

2012 IRWA Region I (CA, AZ, NV, HI)
Professional of the Year

2013 Sophie Yore Award for
Contribution to the Right of Way
Profession



KAREN COUTO, MAI, SR/WA

Industry experience since 1988



CURRENT RESPONSIBILITIES

Karen M. Couto joined **Associated Right of Way Services, Inc.**, in 2005, and currently serves as **Senior Appraiser** with over 25 years of property valuation experience. Ms. Couto is qualified to appraise all real property types, and earned the distinguished **MAI designation** conferred by the Appraisal Institute by completing a rigorous program of course work, written exams, appraisal projects, experience review, and narrative report presentations.

Ms. Couto is responsible for performing complex real property appraisals for flood control, transportation, utility, and redevelopment projects on properties including agricultural, commercial/industrial, and residential. She works closely with

eminent domain legal counsel, and prepares narrative appraisal reports for fee simple interests and permanent and temporary easements. She handles full and partial acquisition appraisals; partial acquisition assignments include analysis of benefits and damages. Work is performed in conformance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act, Uniform Standards of Professional Appraisal Practice, Appraisal Institute, Caltrans standards, and state and federal guidelines.

PRIOR EXPERIENCE

Prior to joining the AR/WS team, Ms. Couto was a Principal with **Diaz, Diaz & Boyd, Inc.** She performed appraisals of real property, including office, industrial, R&D, and retail properties; rights-of-way including full and partial acquisitions, permanent and temporary easements; vacant land, lots and acreage; special purpose properties; subdivisions; apartments; and single-family residences. She performed valuation of property rights including fee simple, leased fee, and leasehold interests; ground leases; air rights; highest and best use analysis; feasibility; and market studies. She prepared appraisals for use by lenders, developers, government agencies, federal regulators, attorneys, utilities, railroads, owners, individuals, and companies.

EDUCATION

California State University,
Hayward, BS, Business
Administration, Real Estate &
Finance

LICENSES AND CERTIFICATES

Appraisal Institute MAI Designation
No. 11119

State of California Certified General
Real Estate Appraiser No.
AG005275

State of California Real Estate
Salesperson License No. 1842228

SR/WA, Senior Member,
International Right of Way
Association

Past President and *Professional of
the Year*, Chapter 2, International
Right of Way Association



ERIK WOODHOUSE, MAI, R/W-AC

Industry experience since 2003



CURRENT RESPONSIBILITIES

Erik A.T. Woodhouse joined **Associated Right of Way Services, Inc.**, in 2012, and currently serves as a **Real Estate Appraiser**, performing appraisals for full and partial acquisitions assignments on improved and unimproved properties for public improvement projects. The scope of his work includes commercial, industrial, and multi-family residential properties for transportation and utility improvement projects. All work is performed in conformance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act, Uniform Standards of Professional Appraisal Practice, Caltrans standards, and state and federal guidelines.

Mr. Woodhouse is experienced in appraising an extensive assortment of real estate types, and earned his distinguished MAI designation conferred by the Appraisal Institute by completing a rigorous program of course work, written exams, appraisal projects, and narrative report presentations.

PRIOR EXPERIENCE

Prior to joining the AR/WS team, Mr. Woodhouse was employed by **Petersen LaChance Regan Píno** (Boston, MA) as a Contract Associate Appraiser. He was responsible for research and preparation of appraisal reports for a variety of commercial, residential, industrial, and special purpose property types. He also conducted appraisals for underwriting, portfolio analysis, and litigation purposes.

Prior to his work with Petersen, Mr. Woodhouse was a Senior Real Estate Appraiser with **Burchard & Rinehart** (Walnut Creek, CA) where his appraisal experience covered commercial, residential, and agricultural land, as well as improved retail, office, industrial, multi-family residential, marina, hotel, and agricultural properties. He conducted complex real estate appraisals of land and income producing properties (primarily eminent domain acquisition); performed client consultation, market research, highest and best use analysis, comparable data research and verification, valuation conclusions, and analysis of severance damages and benefits; and assisted in preparation of appraisal reports and exhibits for expert witness testimony in deposition and court trial.

Conversant in Danish and German

EDUCATION

Connecticut College (New London, CT), B.A., Economics and German, cum laude

Connecticut College, International Studies Certificate, International Studies / Liberal Arts

Institute of European Studies (Humboldt University), Berlin, Germany

LICENSES AND CERTIFICATES

Appraisal Institute MAI Designation, No. 446913

State of California Certified General Real Estate Appraiser, No. AG034630

Member, International Right of Way Association

R/W-AC, Appraisal Certified, International Right of Way Association

Appraisal Institute, Northern California Chapter, Board of Directors: 2011; 2013 – 2015; 2017 – 2019 (Elected)

Appraisal Institute, Northern California Chapter 2016 Courses Chair

BRIAN DRAKE, R/W-AC

Industry experience since 2004

**CURRENT RESPONSIBILITIES**

Brian C. Drake joined **Associated Right of Way Services, Inc.**, in 2011, with 7 years professional appraisal and valuation experience, and currently serves as **Real Estate Appraiser**. The scope of Mr. Drake's work includes complex appraisals on improved and unimproved properties for public improvement projects, as well as valuations for full and partial acquisitions of residential, commercial, industrial, and agricultural properties for transportation and utility improvement projects. Mr. Drake's work is performed in conformance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act, Uniform Standards of Professional Appraisal Practice, Caltrans standards, and state and federal guidelines.

PRIOR EXPERIENCE

Prior to joining the AR/WS team, Mr. Drake was a Real Estate Appraiser at **The Schmidt-Prescott Group** (San Jose, CA), where he appraised proposed and existing commercial, industrial, agricultural, and residential property. His experience includes appraising offices, medical offices, surgery centers, self-storage facilities, warehouses, R&D facilities, retail strip and shopping centers, auto dealerships, restaurants, fast food restaurants, commercial condominiums, apartment complexes, and single-family and multi-family dwellings. Mr. Drake prepared appraisal reports for commercial, retail, industrial and residential properties throughout the greater Bay Area and Central Valley. His assignments also included the preparation of rent surveys for commercial, retail and industrial properties. Mr. Drake gained knowledge in various agricultural specific markets in the counties of Alameda, Contra Costa, Merced, Santa Clara, San Benito, San Joaquin and Stanislaus during his career as an appraiser. Valuation of property rights included fee simple, leased fee, leasehold, and ground rent. His clients included lenders, attorneys, accountants, corporations, municipalities, and individuals for eminent domain, estate planning, mortgage lending, litigation support, partnership disputes, taxation, gifting, investment, purchase, and sale.

EDUCATION

San Francisco State University, BA,
Broadcast Communications

LICENSES AND CERTIFICATES

State of California Certified General
Real Estate Appraiser No. AG031568
Practicing Affiliate, Appraisal Institute
Member, International Right of Way
Association
R/W-AC, Appraisal Certified,
International Right of Way Association

KEITH SHINTANI, RWP

Industry experience since 2011

**CURRENT RESPONSIBILITIES**

Keith Shintani joined **Associated Right of Way Services, Inc.**, in 2011, and currently serves as a **Right of Way Consultant**. Mr. Shintani is responsible for right of way agent and real estate appraiser support, including data gathering, property inspections, research and report writing under the supervision of Senior Right of Way Agents and Certified General Real Estate Appraisers. Mr. Shintani also provides support related to Relocation Advisory Assistance Services to both residential and non-residential property owners and tenants who are displaced due to their occupancy within project areas. Mr. Shintani participates in right of way acquisition support functions for a variety of assignments including rail, freeway, and local roads projects providing negotiations assistance, document preparation, public contacts, technical and database services, research and related right of way activities along with right of way policies and procedures development. Mr. Shintani also prepares right of way cost estimates, evaluating alternative routes for project planning and budgeting. Mr. Shintani has experience estimating crop impacts for acquisitions from agricultural properties.

Mr. Shintani's work is performed in conformance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act, Housing and Community Development Department, Caltrans standards, and state and federal guidelines.

PRIOR EXPERIENCE

Prior to joining the AR/WS team, Mr. Shintani was a Research Analyst for **The State of California – Department of Industrial Relations** where he analyzed and interpreted prevailing wage determinations and scope of work definitions relevant to public works projects across the state. He investigated scope of work disputes among various unions and drew unbiased conclusions using surveys and careful analysis of respective collective bargaining agreements. Additionally, he maintained the consumer price index tables and calculator published on the Department's website.

As an Accounting Intern for **Fehr and Peers**, Mr. Shintani was responsible for the conversion to a new time sheet management process, accounts receivable functions and accounts payable reporting and invoices.

EDUCATION

University of California, San Diego,
BA, Economics; Minor, Psychology

LICENSES AND CERTIFICATES

State of California Real Estate
Salesperson License No. 01914496

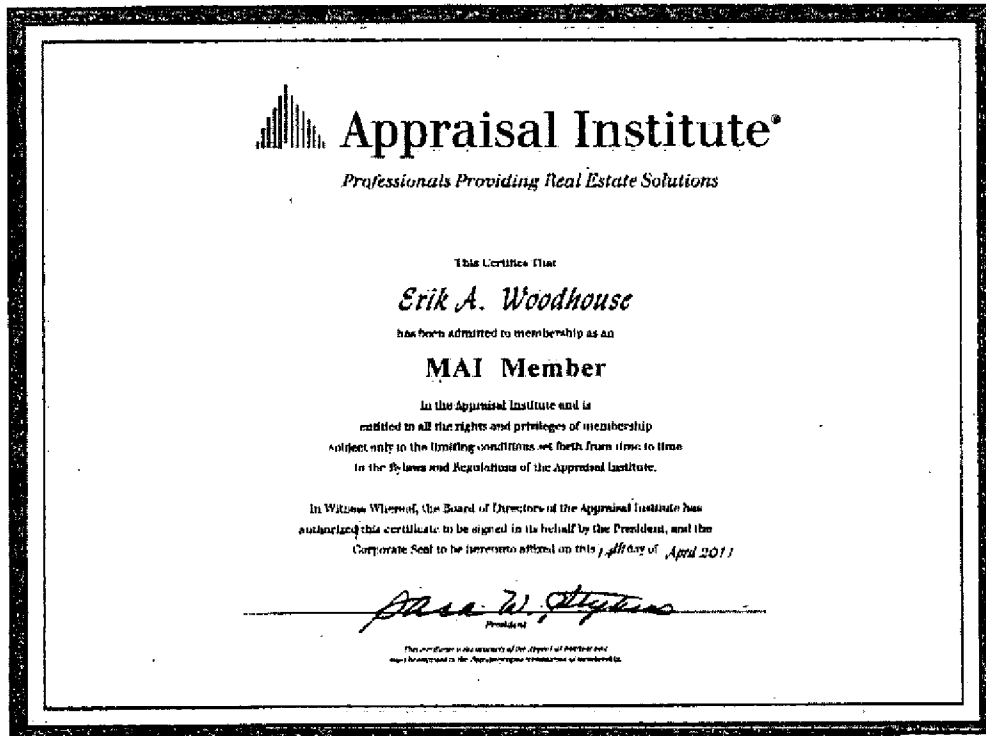
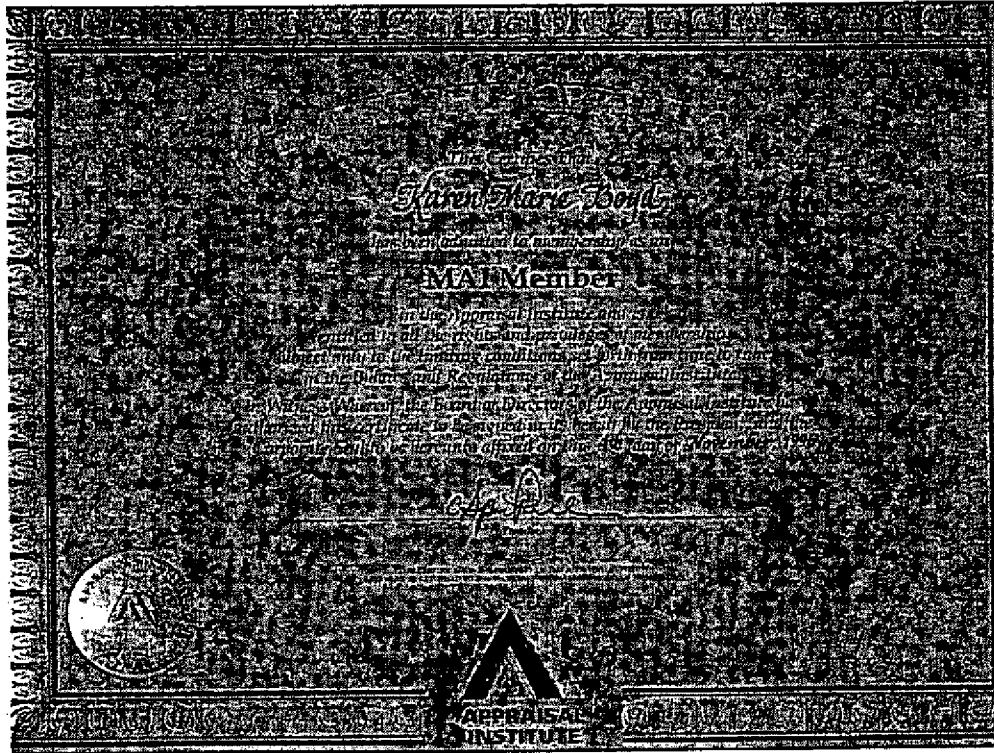
State of California Notary Public
No. 1991528

Right of Way Professional (RWP),
International Right of Way
Association

R/W-AC, Appraisal Certified,
International Right of Way
Association

MAI PROFESSIONAL ASSOCIATION MEMBERSHIP CERTIFICATES

Below are the MAI certificates for Karen Couto and Erik Woodhouse.





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REFERENCES AND RELEVANT PROJECT EXPERIENCE



REFERENCES

The following reference list represents clients for whom AR/WS has performed appraisal work within the past three years. The following pages contain relevant project experience and additional references.

Brian Morelli
Right of Way Manager
San Francisco Public Utilities Commission
(415) 554-1545
bmorelli@sfwater.org

Daisy Lee
Senior Flood Project Analyst
Napa County Flood Control District & Water Conservation District
(707) 253-4514
Daisy.lee@countyofnapa.org

Julie McDaniel
Senior Right of Way Agent
Caltrans, District 4 – Right of Way
(510) 286-5308
Julie_mcdaniel@dot.ca.gov

Steve Berkstresser
Senior Right of Way Agent – Appraisal Branch
California Department of Transportation – District 3
(530) 741-4009
Steven.berkstresser@dot.ca.gov

Shirley Parker
Senior Right of Way Agent
California High Speed Rail Authority
(916) 403-6937
Shirley.parker@hsr.ca.gov

Darin Polsley, MAI
Principal Right of Way Agent
Pacific Gas & Electric Company
(925) 459-3794
D2Pi@pge.com

Brenda Aguilar-Guerrero
Attorney at Law
Meyers, Nave, Riback, Silver & Wilson
(510) 808-2000
baguilar-guerrero@meyersnave.com

CITY OF MONTEREY**NORTH FREMONT STREET TRANSIT, BICYCLE AND PEDESTRIAN NETWORK IMPROVEMENTS PROJECT****LOCATION**

City of Monterey, CA

SERVICES

Waiver Valuations (in lieu of appraisals)
Right of Way Acquisition

DURATION

2015 – Ongoing

REFERENCE

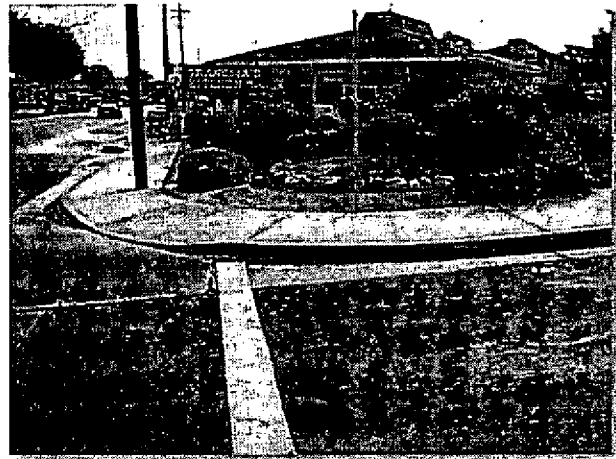
Andrea Renny, P.E., PTOE
Associate Civil Engineer
City of Monterey
Transportation Engineering
580 Pacific Street
Monterey, CA 93940
(831) 646-3473

PROJECT DESCRIPTION

The purpose of this project is to provide bicycle and pedestrian facilities to North Fremont Street. The project will reduce motorized vehicle trips and increase mobility for non-motorized users. North Fremont Street, which is a link between residential, commercial, education and community uses, currently lacks sidewalks, bike lanes and safe pedestrian crosswalks for vision and mobility-impaired populations. AR/WS is providing right of way project management, waiver valuations and acquisition services for this project. AR/WS will also provide assistance with preparation of the Caltrans Right of Way Certification.

WAIVER VALUATIONS/ACQUISITION

AR/WS is providing Waiver Valuations and voluntary acquisition services for partial acquisitions from 21 total parcels. Proposed acquisitions include 14 temporary construction easements, six fee simple areas and one permanent easement. AR/WS has successfully negotiated voluntary purchase agreements for five of the six fee simple areas and one permanent easement. Upon receipt of the final design, AR/WS will prepare the remaining Waiver Valuations and negotiate to acquire 14 temporary construction easements.





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References and Relevant Project Experience

CITY OF MODESTO VARIOUS PROJECTS

LOCATION

City of Modesto

SERVICES

Right of Way Appraisal
Right of Way Acquisition
Relocation Services

DURATION

2002 – Ongoing

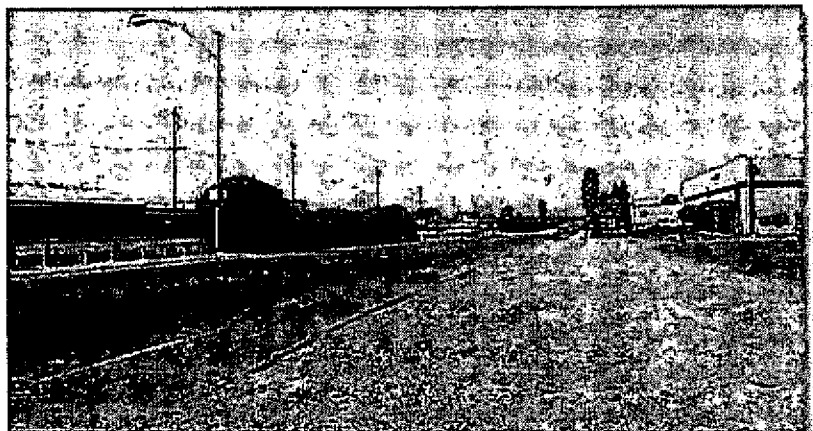
REFERENCE

Jon Yuriar
City of Modesto
Community & Economic Development
1010 Tenth Street, Suite 4100
Modesto, CA 95353
(209) 577-5399

PROJECT DESCRIPTION

AR/WS has provided on-going appraisal, acquisition, and relocation services involving 19 assignments since 2002. We have worked closely with the City's engineering staff, City Attorney's office, Property Agent and former Business Development Manager. Assignments have included the preparation of full and partial acquisition appraisal reports for commercial, residential, industrial and agricultural properties. Acquisition services have been provided on a variety of property interests on commercial, industrial, residential, rural and publically owned properties. Relocation advisory assistance to affected project occupants has been provided by AR/WS staff on various transportation, water and sewer projects. AR/WS staff appraisers completed property appraisal and acquisition services for the City's Primary Outfall Rehabilitation project which included 21 appraisals and the Emerald Trunk Line project which included 3 appraisals from 2009 to 2010. In 2012, AR/WS staff completed an appraisal for partial acquisitions from an agricultural property located in unincorporated Stanislaus County for a proposed well site.

We have completed various appraisal assignments for the City's projects over the years for locally and federally funded projects. In 2015, AR/WS completed an appraisal for partial acquisitions from a shopping mall for the federally funded Dale Road Bus Turnout Project.





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References and Relevant Project Experience

CITY OF TRACY

VARIOUS PROJECTS

LOCATION

City of Tracy

SERVICES

Project Management
Right of Way Appraisal
Property Disposal Appraisal
Right of Way Acquisition
Relocation Services

DURATION

1993 – Ongoing

REFERENCE

Zabih Zaca, Senior Civil Engineer
City of Tracy
Development and Engineering Services
333 Civic Center Plaza
Tracy, CA 95376
(209) 831-6452

Since 1993, AR/WS staff has completed real estate appraisal reports, acquisitions and provided relocation assistance on multiple public projects for various departments within the City of Tracy. Properties impacted have included commercial, industrial, residential and agricultural uses involving full and partial acquisitions with severance damages and permanent and temporary easements.

Recent projects include the widening of Grant Line Road and the Corral Hollow Widening projects. The Grant Line Road Widening project included the appraisal and acquisition of approximately 30 parcels consisting of rural residential, agricultural and industrial uses. The Corral Hollow Widening project included appraisal reports and property acquisition services for partial acquisitions along the frontages of 12 parcels. These services were provided for this federally funded project on an expedited basis. The property uses included residential and commercial zoning.

AR/WS also recently completed 4 partial acquisition appraisal reports for a federally funded roadway improvement project at the southeast corner of Eleventh Street and MacArthur Drive.

These were acquisitions along the frontages of commercial

properties. One of the appraisal reports included an analysis to cut and reface an existing building partially within the proposed right of way. AR/WS is currently providing acquisition and relocation assistance services for this project.

AR/WS is currently providing appraisal, acquisition and relocation assistance services to the City for their MacArthur Drive Widening project. This project includes acquisitions from 16 parcels and relocation services for 2 households and one absentee landlord.

In 2013, AR/WS completed 14 appraisal reports for proposed easement acquisitions for the City's Wastewater Treatment Plant Pipeline project. AR/WS also provided property acquisition services, negotiating with the property owners on this project.

AR/WS has also provided appraisal services related to property disposal. In 2012, AR/WS provided 2 appraisal reports for the valuation of excess land owned by the City of Tracy. In 2013, AR/WS provided appraisal reports for the proposed disposal of a retail pad site and three vacant residential lots owned by the City.





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References and Relevant Project Experience

CITY OF FREMONT

DOWNTOWN COMMUNITY PROJECT

LOCATION

Fremont, CA

SERVICES

Project Management
Right of Way Appraisals
Relocation Services

PROJECT DURATION

2015 – Ongoing

REFERENCES

Sharon Jones
Facilities & Real Property Manager
City of Fremont
39550 Liberty Street
Fremont, CA 94537-5006
510-494-4715

PROJECT DESCRIPTION

The City of Fremont will acquire a shopping center for its Fremont Downtown Community Project. The project will focus on a core area within the City Center encompassing approximately 110 acres. The City wishes to redevelop the underutilized project area into a sustainable, vibrant pedestrian-oriented mixed use destination for Fremont and the region. AR/WS is providing project management, appraisal and relocation assistance services for this project.

PROJECT MANAGEMENT

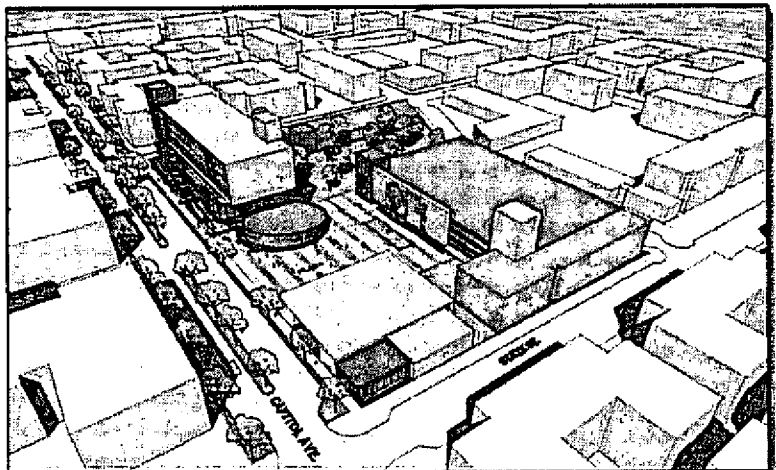
AR/WS has provided project oversight related to the right of way services. The project has included coordination with City staff, legal counsel, appraiser, fixtures and equipment (F&E) appraiser, owner and occupants.

APPRAISAL

The AR/WS appraiser prepared an appraisal report for the full acquisition of a shopping center within the project area. The appraiser coordinated with the F&E appraiser to avoid duplication of compensation.

RELOCATION ASSISTANCE

AR/WS prepared a Relocation Impact Study ("Study") and Cost Estimate, including a summary of the relocation impacts and replacement site resources. AR/WS has commenced work for providing relocation assistance services to the eligible occupants.



CITY OF PLEASANT HILL**GOLF CLUB ROAD/OLD QUARRY ROAD IMPROVEMENTS PROJECT****LOCATION**

City of Pleasant Hill

SERVICES

Project Management
Right of Way Appraisal
Right of Way Acquisition

DURATION

2015 – 2016

REFERENCE

Eric Hu, P.E.
Senior Civil Engineer
City of Pleasant Hill
100 Gregory Lane
Pleasant Hill, CA 94523
(925) 671-5203

PROJECT DESCRIPTION

The project will provide corridor enhancements, complete street elements and traffic control upgrades along Golf Club Road and Old Quarry Road. The purpose of the project is to enhance pedestrian and bicycle access to Diablo Valley College (DVC) campus, support DVC Plaza and improve traffic circulation along Golf Club Road and Old Quarry Road.

The project scope consists of the installation of new traffic signals at Golf Club Road/Stubbs Road and Golf Club Road/Old Quarry Road, and the construction of a new roundabout at Old Quarry Road/Camelback Road. A new concrete sidewalk will be constructed along the south side of Golf Club Road along the DVC campus. The project will install new landscaping and LED street lighting along the two project corridors.

RIGHT OF WAY PROJECT MANAGEMENT

AR/WS provided right of way project management services for this project. This project had an expedited time frame to complete acquisitions, which required significant acquisition preparation and coordination during the early planning and appraisal steps of the project.

RIGHT OF WAY APPRAISALS

AR/WS provided appraisals for partial acquisitions from three properties. One acquisition was from a portion of the DVC campus. Appraisal review was required for all three reports. The AR/WS appraiser coordinated with the independent review appraiser.

RIGHT OF WAY ACQUISITIONS

AR/WS provided property acquisition services for all three properties. The project manager provided the acquisition and maintained close coordination with the appraiser, City, design engineer, independent review appraiser and the property owners. Due to the expedited time frame, many of the appraisals and acquisition tasks were performed simultaneously. The project manager initiated discussions with the property owners from the start of the project and coordinated closely with the appraiser. This allowed the acquisition process to proceed quickly once the offers were made. All three acquisitions were completed within the ambitious project schedule. AR/WS completed all services on schedule and under budget.





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References and Relevant Project Experience

CITY OF SAN MATEO

KINGRIDGE SANITARY SEWER IMPROVEMENTS PROJECT

LOCATION

City of San Mateo

SERVICES

General Consulting
Appraisal Services

DURATION

2013

REFERENCE

Evan Albert, Associate Engineer
City of San Mateo
330 W. 20th Avenue
San Mateo, CA 94403
(650) 522-7319
ealbert@cityofsanmateo.org

PROJECT DESCRIPTION

The project included sewer pipe replacement within the City of San Mateo's existing public utility easement, and the installation of new drain lines for storm water runoff. The purpose of the project was to protect the existing sanitary sewer line from ground movement and reduce the potential for sanitary sewer overflows and soil erosion within the Kingridge Canyon. Construction of the project improvements has been completed.

APPRAISAL SERVICES

AR/WS staff appraisers prepared 3 appraisal reports for the required property rights from single family residential properties along Kingridge Drive for this project. Property rights proposed to be acquired for the project included permanent and temporary easements, intended primarily for the installation of new sanitary sewer drain lines.

CONSULTING SERVICES

AR/WS provided consulting services, including the preparation of draft acquisition documents. These draft documents included easement deeds, purchase agreements, informational brochures, appraisal summary statements and summary statements relating to the purchase of real property.



MONTEREY COUNTY PUBLIC WORKS**LOWER CARMEL RIVER FLOODPLAIN RESTORATION PROJECT****LOCATION**

Monterey County, CA

SERVICES

Right of Way Estimating (Complete)
Appraisal (Next Project Phase)
Appraisal Review (Next Project Phase)
Acquisition (Next Project Phase)

DURATION

2015 – Ongoing

REFERENCE

Nathaniel Milam, PE, QSD
Civil Engineer
Whitson Engineers
9699 Blue Larkspur Lane, Suite 105
Monterey, CA 93940
(831) 649-5225

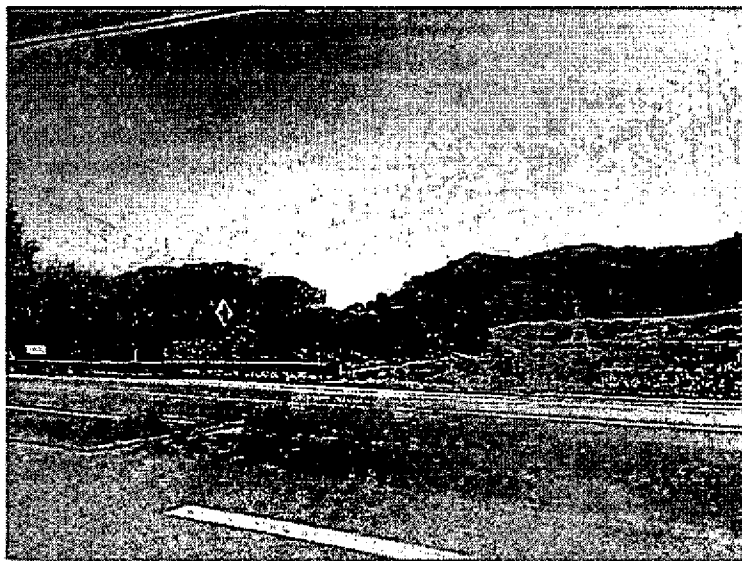
PROJECT DESCRIPTION

AR/WS is currently providing right of way services for the Causeway Component of the Lower Carmel River Floodplain Restoration Project. The purpose this project is to reduce flooding along the lower Carmel River Floodplain and provide a safe wildlife corridor underneath Highway 1. AR/WS recently prepared a right of way cost estimate for approval by the Project Engineer.

Work for the later phase of this project is anticipated to commence soon and will include appraisal, appraisal review and acquisition services.

COST ESTIMATE

The right of way cost estimate, prepared in Caltrans Right of Way Data Sheet format, estimated the cost of partial acquisitions from 2 parcels in Monterey County. The estimate includes property acquisitions from a portion of Carmel River State Beach owned by the State of California Parks Department, and a privately-owned parcel currently in use as a farming operation (currently grazing, formerly row crops). Both properties are located in the Coastal Agricultural Preserve Zone. Acquisition types include partial fee simple acquisitions, temporary construction easements and temporary road easements.





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FIRM WORKLOAD, STAFFING AND RESOURCES

AR/WS understands the need to deliver a project on time. Coordinating fast-track projects is our known expertise. As a company, AR/WS has met many expedited schedules while maintaining quality services and Uniform Act compliance. AR/WS appraisers have broad experience and expertise in preparing appraisal reports for public agencies. Our appraisers are usually available to begin a new assignment while completing their ongoing work. The key personnel identified in this proposal are all available to provide appraisal services to the City of Monterey, as needed.

Our preference is to have a single appraiser act as the primary appraiser for a particular client. This approach will result in the most uniform product of the highest quality. However, project schedules and the number of parcels received often require a team of appraisers to be assigned to a single project. In these instances, a lead appraiser will be named and will have the responsibility for quality and uniformity. With our large appraisal staff, AR/WS has the ability to assign additional staff appraisers as the assignments require. All work will be performed from our corporate office in Pleasant Hill. The stability and centralization of our staff allows us to limit redundancies, provide timely deliverables and meet the needs of our clients.

INNOVATIVE AND COST EFFECTIVE APPROACHES

AR/WS is keenly aware of the need to monitor and control budgets and to use resources efficiently. We believe that our services on City projects should be cost effective and efficient, and build public confidence in the City's real estate program. When assignments are made, each appraiser will receive an internal assignment sheet that outlines the task, budget, effort level and schedule for completion. Regular staff assignment meetings will be conducted and innovative problem-solving will be encouraged. AR/WS consultants utilize the resources of our full administrative staff. This helps in efficiency and budget control. Our administrative staff is experienced in providing file maintenance and document preparation.

Our general approach is to provide proactive consulting and develop innovative strategies in the early stages of a project. AR/WS will use its extensive depth of experience to suggest creative alternatives and strategies. Innovative approaches used by AR/WS on past projects include:

- Waiver Valuations in lieu of appraisals
- Value engineering and risk analysis

Waiver Valuations

In accordance with the Caltrans Right of Way Manual, Section 7.02.13.00, if the valuation problem is determined to be uncomplicated and the fair market value is estimated at \$10,000 or less based on a review of available data, then an appraisal is not required and can be substituted with a Waiver Valuation. The following criteria are considered in making a determination of whether a valuation problem is uncomplicated:

- There is no serious question as to highest and best use
- Adequate market data is available
- Substantial damages and benefits are not involved
- There is no substantial decrease in market value due to the presence of hazardous material/waste

AR/WS has successfully utilized this approach on past Caltrans-related and federally funded projects including the City's North Fremont Street Transit, Bicycle and Pedestrian Network Improvement project, providing significant cost savings.



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Firm Workload, Staffing and Resources

Value Engineering and Risk Analysis

AR/WS is available to assist in assessing particular property issues, risks to the schedule and strategies to avoid potential unforeseen costs or legal concerns. AR/WS will provide consultation to identify and analyze potential significant property impacts, and suggest possible solutions.

With our experienced and knowledgeable staff, AR/WS is always looking for creative ways to solve problems. This is enhanced by having all our staff in one office, which allows us to maximize the sharing of information and develop innovative strategies.



ASSOCIATED
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CORPORATE OFFICE

2300 Contra Costa Blvd., Suite 525
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Phone 925.691.8500

Fax 925.691.6505

Toll Free 800.558.5151

arws.com



Fee Schedule

AR/WS FEE SCHEDULE 2016

CONSULTING CATEGORY	HOURLY RATE
Principal Consultant	\$200.00
Managing Consultant	\$185.00
Consultant I	\$150.00
Consultant II	\$130.00
Consultant III	\$115.00
Right of Way Technician	\$80.00
Administrative Support	\$65.00
Appraisal Reports	Lump Sum
Appraisal Services (Hourly)	\$200.00
Subcontractors	Cost + 10%
Depositions, Court Appearances, Arbitrations / Mediations, Hearings, and Testimony (including preparation)	\$275.00

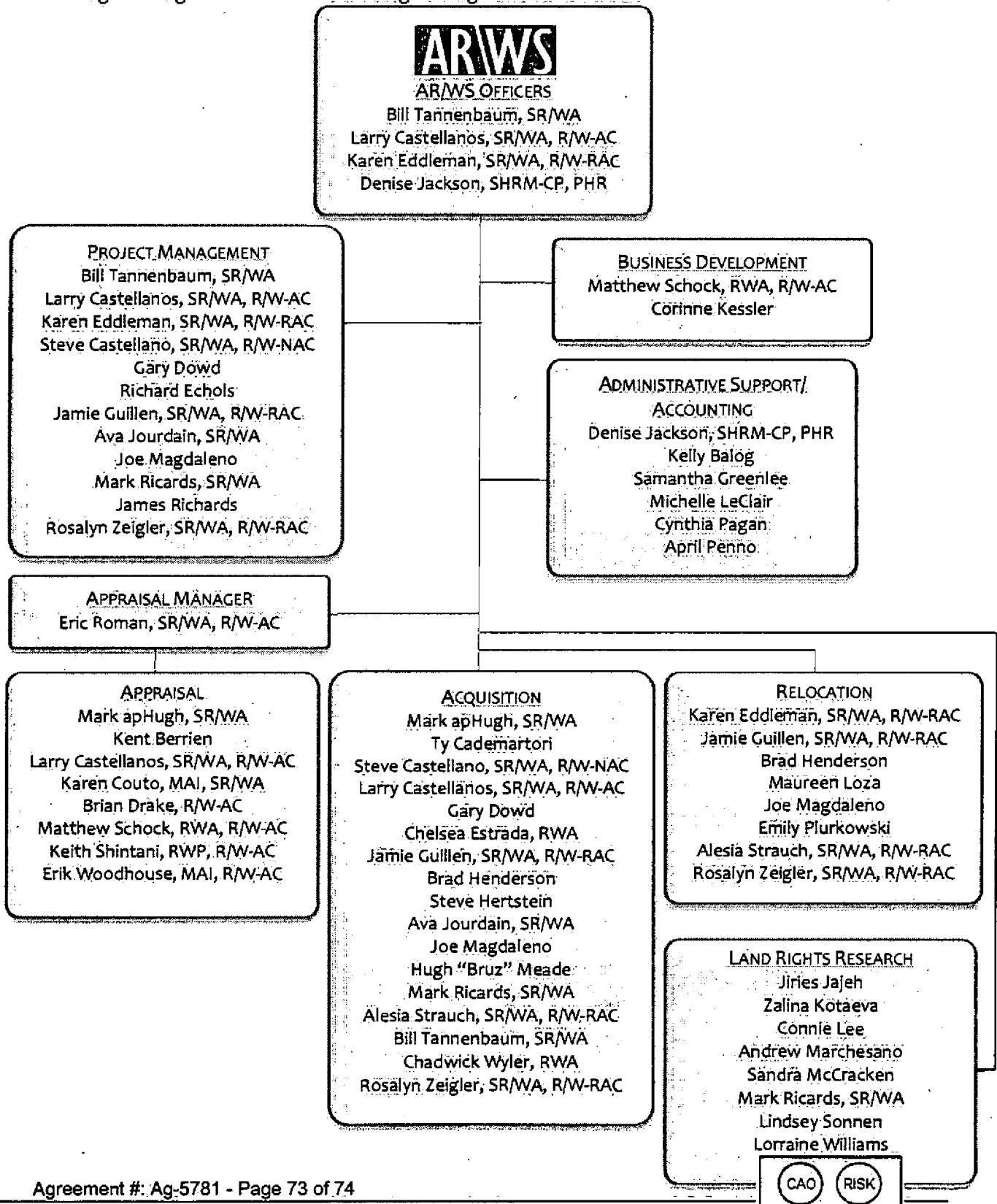
Fees include direct and indirect expenses and profit. Copies, mileage, ordinary travel, telephone, postage, FedEx and other typical expenses are included in our hourly rates. AR/WS appraisal reports are billed lump sum. All other services are billed on an hourly basis in accordance with the AR/WS Fee Schedule.



Public Agency Experience

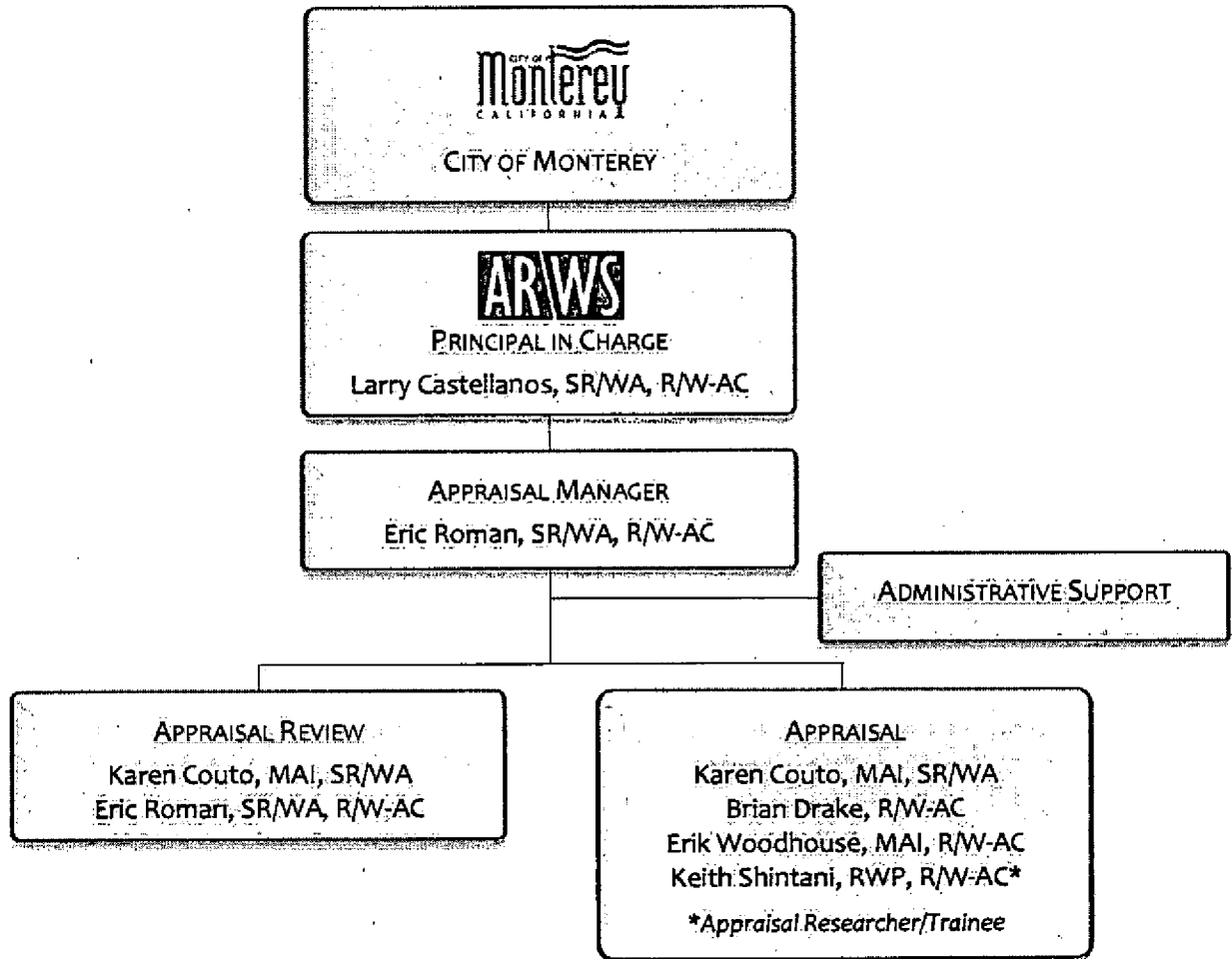
AR/WS ORGANIZATIONAL CHART

The following is an organizational chart showing the organizational structure of all of our staff members.



AR/WS PROPOSED TEAM ORGANIZATIONAL CHART

The AR/WS team members listed below are the proposed key personnel. Should the need arise, we have the ability to seamlessly supplement our proposed team with additional appraisers and administrative staff.



The following table exhibits the experience of our key personnel. Full resumes are included in the following pages.

Name	Role	Years in Industry	Years at AR/WS
Eric Roman, SR/WA, R/W-AC	Appraisal Manager	25	11
Certified General Appraiser			
Karen Couto, MAI, SR/WA	Senior Appraiser	28	11
Certified General Appraiser			
Erik Woodhouse, MAI, R/W-AC	Senior Appraiser	13	4
Certified General Appraiser			
Brian Drake, R/W-AC	Appraiser	12	5
Certified General Appraiser			
Keith Shintani, RWP, R/W-AC	Appraisal Researcher / Trainee	5	