

**CONSULTANT AGREEMENT BETWEEN
INTERWEST CONSULTING GROUP, INC. AND THE CITY OF SANTA
FOR ON-CALL RIGHT-OF-WAY SERVICES**

THIS AGREEMENT is made and entered into on this 19th day of September, 2023 by and between Interwest Consulting Group, Inc. (“Consultant”), and the City of Santa Ana, a charter city and municipal corporation organized and existing under the Constitution and laws of the State of California (“City”).

RECITALS

- A. The City desires to retain a Consultant having special skill and knowledge in the field of on-call right-of-way services.
- B. Consultant represents that it is able and willing to provide such services to the City.
- C. In undertaking the performance of this Agreement, Consultant represents that it is knowledgeable in its field and that any services performed by Consultant under this Agreement will be performed in compliance with such standards as may reasonably be expected from a professional consulting firm in the field.

NOW THEREFORE, in consideration of the mutual and respective promises, and subject to the terms and conditions hereinafter set forth, the parties agree as follows:

1. SCOPE OF SERVICES

On an as-needed basis, and at the City’s sole discretion, Consultant shall perform the services described in the scope of work that was included in RFP No. 22-150 and attached as **Exhibit A**, and as further delineated in Consultant’s proposal, which is attached as **Exhibit B** and incorporated in full.

2. COMPENSATION

- a. City neither warrants nor guarantees any minimum or maximum compensation to Consultant under this Agreement. Consultant shall be paid only for services performed under the Agreement at the rates and charges identified in **Exhibit C**, which is attached hereto and incorporated in full. Consultant is one of two consultants selected to provide on-call right-of-way services. The total aggregate amount, among the two consultants, shall not exceed the shared aggregate amount of \$250,000 annually during the term of this agreement, including any extension periods.
- b. Payment by City shall be made within forty-five (45) days following receipt of proper invoice evidencing work performed, subject to City accounting procedures. Payment need not be made for work which fails to meet the standards of performance set forth in the Recitals which may reasonably be expected by City.

3. TERM

This Agreement shall commence on the date first written above for a **(3) year term** with the option for the City to grant up to a **one (1) two (2)-year** renewal, exercisable by a writing by the City Manager and the City Attorney, unless terminated earlier in accordance with Section 15, below.

4. INDEPENDENT CONTRACTOR

Consultant shall, during the entire term of this Agreement, be construed to be an independent Consultant and not an employee of the City. This Agreement is not intended nor shall it be construed to create an employer-employee relationship, a joint venture relationship, or to allow the City to exercise discretion or control over the professional manner in which Consultant performs the services which are the subject matter of this Agreement; however, the services to be provided by Consultant shall be provided in a manner consistent with all applicable standards and regulations governing such services. Consultant shall pay all salaries and wages, employer's social security taxes, unemployment insurance and similar taxes relating to employees and shall be responsible for all applicable withholding taxes.

5. OWNERSHIP OF MATERIALS

This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data"). Consultant shall require all subcontractors to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subcontractor prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were provided to Consultant by the City. City shall not be limited in any way in its use of the Documents and Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at City's sole risk. For the avoidance of doubt, nothing in this Agreement shall be understood to grant City rights to pre-existing intellectual property of Consultant, including Consultant software and licensed software, or to any improvements thereto.

6. INSURANCE

Except with respect to Workers' Compensation coverage, Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Consultant, his agents, representatives, employees or subcontractors.

MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$1,000,000** per accident for bodily injury and property damage. *(Note: Automobile liability is not required if an automobile is not required to perform services).*
3. **Workers’ Compensation** insurance as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.
4. **Professional Liability** (Errors and Omissions) Insurance appropriate to the Consultant’s profession, with limit no less than **\$2,000,000** per occurrence or claim.

If the Consultant maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations. 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, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms if later revisions used).

Primary Coverage

For any claims related to this contract, the **Consultant’s insurance coverage shall be primary** insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Consultant’s insurance and shall not contribute with it.

Notice of Cancellation

Each insurance policy required above shall state that **coverage shall not be canceled, except with notice to the City.**

Waiver of Subrogation

Consultant hereby grants to City a waiver of any right to subrogation which any insurer of said Consultant may acquire against the City by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the City. The City may require the Consultant to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.

Acceptability of Insurers

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.

Verification of Coverage

Consultant shall furnish the City with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to City before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Subcontractors

Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Consultant shall ensure that City is an additional insured on insurance required from subcontractors.

Special Risks or Circumstances

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.

7. INDEMNIFICATION

Consultant agrees to defend, and shall indemnify and hold harmless the City, its officers, agents, employees, contractors, special counsel, and representatives from liability: (1) for personal injury, damages, just compensation, restitution, judicial or equitable relief arising out of claims for personal injury, including death, and claims for property damage, to the extent that they arise from the negligent operations of the Consultant, its subcontractors, agents, employees, or other persons acting on its behalf which relates to the services described in section 1 of this Agreement; and (2) from any claim that personal injury, damages, just compensation, restitution, judicial or equitable relief is due by reason of the terms of or effects arising from this Agreement. This indemnity and hold harmless agreement applies to all claims for damages, just compensation, restitution, judicial or equitable relief suffered, or alleged to have been suffered, by reason of the events referred to in this Section or by reason of the terms of, or effects, arising from this Agreement. The Consultant

further agrees to indemnify, hold harmless, and pay all costs for the defense of the City, including fees and costs for special counsel to be selected by the City, regarding any action by a third party challenging the validity of this Agreement, or asserting that personal injury, damages, just compensation, restitution, judicial or equitable relief due to personal or property rights arises by reason of the terms of, or effects arising from this Agreement. City may make all reasonable decisions with respect to its representation in any legal proceeding. Notwithstanding the foregoing, to the extent Consultant's services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims to the extent that they arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant.

8. INTELLECTUAL PROPERTY INDEMNIFICATION

Consultant shall defend and indemnify the City, its officers, agents, representatives, and employees against any and all liability, including costs, for infringement of any United States' letters patent, trademark, or copyright infringement, including costs, contained in the work product or documents provided by Consultant to the City pursuant to this Agreement. Consultant shall have no liability arising from the use of any Work Product for any purpose or on any project other than that for which it was produced.

9. RECORDS

Consultant shall keep records and invoices in connection with the work to be performed under this Agreement. Consultant shall maintain complete and accurate records with respect to the costs incurred under this Agreement and any services, expenditures, and disbursements charged to the City for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Consultant under this Agreement. All such records and invoices shall be clearly identifiable. Consultant shall allow a representative of the City to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement during regular business hours. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement for a period of three (3) years from the date of final payment to Consultant under this Agreement.

10. CONFIDENTIALITY

If Consultant receives from the City information which due to the nature of such information is reasonably understood to be confidential and/or proprietary, Consultant agrees that it shall not use or disclose such information except in the performance of this Agreement, and further agrees to exercise the same degree of care it uses to protect its own information of like importance, but in no event less than reasonable care. "Confidential Information" shall include all nonpublic information. Confidential information includes not only written information, but also information transferred orally, visually, electronically, or by other means. Confidential information disclosed to either party by any subsidiary and/or agent of the other party is covered by this Agreement. The foregoing obligations of non-use and nondisclosure shall not apply to any information that (a) has been disclosed in publicly available sources; (b) is, through no fault of the Consultant disclosed in a publicly available source; (c) is in rightful possession of the Consultant

without an obligation of confidentiality; (d) is required to be disclosed by operation of law; or (e) is independently developed by the Consultant without reference to information disclosed by the City.

11. CONFLICT OF INTEREST CLAUSE

Consultant covenants that it presently has no interests and shall not have interests, direct or indirect, which would conflict in any manner with performance of services specified under this Agreement.

12. NON-DISCRIMINATION

Consultant shall not discriminate because of race, color, creed, religion, sex, marital status, sexual orientation, gender identity, gender expression, gender, medical conditions, genetic information, or military and veteran status, age, national origin, ancestry, or disability, as defined and prohibited by applicable law, in the recruitment, selection, teaching, training, utilization, promotion, termination or other employment related activities or any services provided under this Agreement. Consultant affirms that it is an equal opportunity employer and shall comply with all applicable federal, state and local laws and regulations.

13. EXCLUSIVITY AND AMENDMENT

This Agreement represents the complete and exclusive statement between the City and Consultant, and supersedes any and all other agreements, oral or written, between the parties. In the event of a conflict between the terms of this Agreement and any attachments hereto, the terms of this Agreement shall prevail. This Agreement may not be modified except by written instrument signed by the City and by an authorized representative of Consultant. The parties agree that any terms or conditions of any purchase order or other instrument that are inconsistent with, or in addition to, the terms and conditions hereof, shall not bind or obligate Consultant or the City. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which is not embodied herein.

14. ASSIGNMENT

Inasmuch as this Agreement is intended to secure the specialized services of Consultant, Consultant may not assign, transfer, delegate, or subcontract any interest herein without the prior written consent of the City, which shall not be unreasonably delayed or withheld, and any such assignment, transfer, delegation or subcontract without the City's prior written consent shall be considered null and void. Nothing in this Agreement shall be construed to limit the City's ability to have any of the services which are the subject to this Agreement performed by City personnel or by other consultants retained by City.

15. TERMINATION

This Agreement may be terminated by the City upon thirty (30) days written notice of termination. In such event, Consultant shall be entitled to receive and the City shall pay Consultant compensation for all services performed by Consultant prior to receipt of such notice of termination, subject to the following conditions:

- a. As a condition of such payment, the Executive Director may require Consultant to deliver to the City all work product(s) completed as of such date, and in such case such work product shall be the property of the City unless prohibited by law, and Consultant consents to the City's use thereof for such purposes as the City deems appropriate.
- b. Payment need not be made for work which fails to meet the standard of performance specified in the Recitals of this Agreement.

16. WAIVER

No waiver of breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure or right, or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

17. JURISDICTION - VENUE

This Agreement has been executed and delivered in the State of California and the validity, interpretation, performance, and enforcement of any of the clauses of this Agreement shall be determined and governed by the laws of the State of California. Both parties further agree that Orange County, California, shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Agreement.

18. PROFESSIONAL LICENSES

Consultant shall, throughout the term of this Agreement, maintain all necessary licenses, permits, approvals, waivers, and exemptions necessary for the provision of the services hereunder and required by the laws and regulations of the United States, the State of California, the City of Santa Ana and all other governmental agencies. Consultant shall notify the City immediately and in writing of its inability to obtain or maintain such permits, licenses, approvals, waivers, and exemptions. Said inability shall be cause for termination of this Agreement.

19. NOTICE

Any notice, tender, demand, delivery, or other communication pursuant to this Agreement shall be in writing and shall be deemed to be properly given if delivered in person or mailed by first class or certified mail, postage prepaid, or sent by fax or other telegraphic communication in the manner provided in this Section, to the following persons:

To City:

Clerk of the City Council
City of Santa Ana
20 Civic Center Plaza (M-30)
P.O. Box 1988
Santa Ana, CA 92702-1988
Fax: 714- 647-6956

With courtesy copies to:

Executive Director, Public Works Agency
City of Santa Ana
20 Civic Center Plaza (M-36)
P.O. Box 1988
Santa Ana, California 92702

To Consultant:

Interwest Consulting Group, Inc.
Marcie Jorgensen, Director of Real Estate
1 Jenner, Suite 160
Irvine, CA 92618

A party may change its address by giving notice in writing to the other party. Thereafter, any communication shall be addressed and transmitted to the new address. If sent by mail, communication shall be effective or deemed to have been given three (3) days after it has been deposited in the United States mail, duly registered or certified, with postage prepaid, and addressed as set forth above. If sent by fax, communication shall be effective or deemed to have been given twenty-four (24) hours after the time set forth on the transmission report issued by the transmitting facsimile machine, addressed as set forth above. For purposes of calculating these time frames, weekends, federal, state, County or City holidays shall be excluded.

20. MISCELLANEOUS PROVISIONS

- a. Each undersigned represents and warrants that its signature herein below has the power, authority and right to bind their respective parties to each of the terms of this Agreement, and shall indemnify City fully, including reasonable costs and attorney's fees, for any injuries or damages to City in the event that such authority or power is not, in fact, held by the signatory or is withdrawn.
- b. The Agreement is the final and complete agreement and any prior or contemporaneous agreements for similar services between the parties is superseded by this Agreement. This shall not apply where the Parties are currently engaged and Consultant is providing services not contemplated by this Agreement.

- c. All Exhibits referenced herein and attached hereto shall be incorporated as if fully set forth in the body of this Agreement.

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

ATTEST:

CITY OF SANTA ANA


Jennifer L. Hall
City Clerk

Kristine Ridge
City Manager


APPROVED AS TO FORM:

SONIA R. CARVALHO
City Attorney

CONSULTANT:

By: 

Jose Montoya
Assistant City Attorney

 _____ Paul Meschino President

RECOMMENDED FOR APPROVAL:

Nabil Saba, P.E.
Executive Director
Public Works Agency

EXHIBIT A

**Appendix
ATTACHMENT 1
SCOPE OF WORK**

**CITY OF SANTA ANA
REQUEST FOR PROPOSALS
FOR
ON-CALL RIGHT OF WAY COORDINATOR
RFP NO. 22-150**

INTRODUCTION

The City of Santa Ana is issuing this Request for Proposals (RFP) to seek a qualified Right-of-Way Consultant to provide right-of-way coordinating services for the City of Santa Ana Public Works Agency on an as-needed basis. From the proposals received, it is the City's goal to select one firm to enter into agreement for a not to exceed amount of **\$XXX,XXX**.

Minimum Qualifications:

Consultant qualifications must demonstrate the minimum qualifications as established in the California Department of Transportation (Caltrans) Right of Way Manual which can be accessed at: <http://www.dot.ca.gov/hq/row/rowman/manual/index.htm>.

Description of Work:

Consultant under contract with the City of Santa Ana will provide support and services to City of Santa Ana staff or their designee on an as-needed basis. The Consultant shall be thoroughly familiar with the Statement of Work prior to submitting a response to this Request for Proposal (RFP).

- The Consultant shall perform work to produce a high quality, professional and complete work product.
- Consultant must have experience with State and Federally funded projects. All work shall be performed in conformance with all applicable regulations, policies, procedures and standards.
- Work may include, but not be limited to, the following: onsite review of the project area; review of existing records; conducting research and performing analysis; information gathering; negotiations; development of strategies.
- The Consultant shall carry out the instructions received from the City and shall cooperate with the City and other agencies.
- The Consultant has total responsibility for the accuracy and completeness of the work

produced. The work will be reviewed by the City for conformity with the requirements of the Agreement. Reviews by the City may NOT include a detailed review for the accuracy of items submitted. The responsibility for accuracy and completeness of such items remains solely that of the Consultant.

- The Consultant shall be responsible for coordination and supervision of all work performed by its sub-consultants. The Consultant shall review all work performed by its sub-consultants and the responsibility for accuracy and completeness of work performed remains solely that of Consultant.
- The Consultant shall have a Quality Assurance/Quality Control (QA/QC) plan in effect during the entire time work is performed under the Agreement. The QA/QC plan is intended to ensure that the appraisals, maps, reports, plans, studies, estimates, agreements and other documents submitted under assigned Scope of Work are complete, accurate, checked, and proofread to meet professional standard practice requirements, and to monitor work for conformance with the appropriate standards and policies. Additionally, all electronic files shall conform to the City's file naming system.
- The Consultant shall diligently work on each assignment and complete each task in accordance with the schedule and accommodate the City's needs.
- The Consultant's work will be subject to inspection and audit by City, County, State and Federal representatives.
- Project files including copies of all correspondences, reports, documents, and electronic files shall be managed online to be shared among the City and various Consultants and update weekly. The schedule and/or status report shall be updated frequently.
- All work, including reports, analysis, data, and intellectual properties developed during the life of the Agreement shall become the properties of the City.
- The Consultant will receive written notification of the award of the contract. Upon on such notification, the Consultant will proceed with the services required by the Agreement.

SCOPE OF SERVICES

Assist City staff overseeing all the right of way and real estate services. Ensuring all work will be performed in accordance with the public agency's policies and procedures and federal, state and local regulations. Consultant shall assign one staff as Project Coordinator managing and overseeing the following tasks including, but not limited to:

- Administration of all right-of-way related consultant contracts including but not limited to: 1) Property appraisal; 2) Furniture, fixture and equipment appraisal; 3) Business goodwill appraisal; 4) Acquisition/relocation and property management services; and 5) City real estate properties.

- Prepare Weekly Project Summary Reports for review by City Legal Staff
- Review consultant invoices and recommend payment to City
- Review consultants schedule for acquisition/relocation and monitor progress.
- Review relocation claim and monitor status of relocation and eviction efforts in accordance with the Uniform Relocation and Real Property Acquisition Act of 1970 (Uniform Act); the California Relocation Assistance and Real Property Acquisition Guidelines; CITY's Real Property Policies and Procedures and any other applicable regulations.
- Review Title reports and identify pertinent information
- Review and comment on real estate appraisals
- Review and comment on improvements pertaining to realty, furniture, fixtures and equipment appraisals
- Review and comment on loss of business goodwill appraisals
- Review and comment on acquisition tasks such as offer packages
- Monitor negotiations done by other consultants
- Prepare documentation for administrative settlements
- Provide Condemnation support
- Monitor Demolition activities
- Recommend amount of just compensation. The CITY shall make the final determination of just compensation.
- Review title and escrow services necessary for the acquisition of real property, which include, but are not limited to, preliminary title reports, litigation guarantees, policies of title, title searches, document searches, document preparation, estimates of closing costs, escrow instructions, and other documents.
- Review all documents for submission and delivery to escrow companies; review title and escrow documents; ensure that CITY is acquiring good title and/or the property rights needed for the completion of the PROJECT, free and clear of any and all encumbrances that may affect or hinder the development of future consideration; coordinate escrow closings and file all applicable forms and documents with the County Assessor's Office.
- Coordinate and provide support to CITY legal staff to clear title, if necessary.
- Advise CITY of any Preliminary Title Reports/Litigation Guaranties, determine title deficiencies, develop a plan to resolve and cure title deficiencies and clear liens and encumbrances.
- Upon completion of Project, advise CITY of any Policy of Title insurance, American Land Title Association (ALTA) or California Land Title Association (CLTA) extended-coverage owner's policy based on the value of the property provided by CITY.
- Review design plans, construction plans, appraisal, appraisal maps, legal descriptions, and if necessary, environmental site assessments.
- Review and maintain a parcel negotiator's log (parcel diary) for each parcel.
- Review the acquisition file for each property owner or property interest acquired, and maintain a file checklist pursuant to City's policies and procedures
- Secure Agreements for Possession and Use, Right of Entries, and licenses or permits

from property owners for purposes of performing hazardous waste, archeological and other inspections. If needed, provide support to CITY legal staff.

- Perform any other normal procedures and processes to implement the acquisition assignment and shall provide any other supporting information and/or correspondence required by CITY
- Assist CITY in achieving California Department of Transportation (Caltrans) Right Of Way Certification.
- Review existing leases, licenses, franchises, easements, permits and other agreements for the subject properties.
- Establishment of right of way requirements for road widening projects
- Review accuracy of Right of way mapping and legal descriptions
- Review and comment on environmental studies to meet all applicable local, federal, and state laws, regulations, rules, and other requirements.
- Review and comment on relocation plan, arrange for periodic circulation support in accordance with the Uniform Act, the California Relocation Assistance and Real Property Acquisition Guidelines, CITY's Real Property Policies and Procedures and any other applicable regulations.
- Prepare documentation for Right of way disposition
- Attend neighborhood and Council meetings, make public presentations to individuals and organizations and represent CITY in presentations and public hearing on all matters pertaining to the right of way process.
- The overseeing Right of Way Coordinator shall be currently and validly licensed to practice the business of Real Estate in the State of California. The Proposal shall include the Right of Way Coordinator's Broker License Number as issued by the California Department of Consumer Affairs Bureau of Real Estate. All right of way activities shall be in accordance with CITY's Real Property Policies and Procedures Manual, and Federal, State and local regulations
- The Coordinator shall also have full time experience conducting same work as those required by this RFP for at least the past 5 years.
- Prepare all necessary documents to the title and escrow companies for approval by CITY. CONSULTANT will be responsible for managing and monitoring the title and escrow companies to ensure timely delivery.
- Market for sale properties via traditional and non-traditional methods
- Coordinate Phase I Environmental Soil Assessment Reports and, if required, provide Phase II assessments, Hazardous Materials Disclosure Documents (HMDD) and Request to Acquire Contaminated Property (RACP) if required.
- Advise for the submittal of any approval, certification or other similar document that any jurisdictional agency may require, and obtain approval/acceptance from said jurisdictional agency.
- Advise in the preparation of the Informational Letter and Offer Letter
- Maintain a Record of Negotiations documenting that all elements of the acquisition process and transactions were performed in accordance with applicable Federal, State,

and local laws and regulations.

- Provide bilingual acquisition agents as needed.
- Assist CITY in Eminent Domain Support. If requested, CONSULTANT shall provide expert testimony in any court or administrative proceedings, and assist as required in legal matters as directed by CITY legal staff, especially in the litigation of cases for or against CITY, including but not limited to gathering of documents and information.
- Responsible for coordinating the identification, relocation, protection, and abandonment of all utilities required by the PROJECT.
- Set-up procedure to sell surplus property

EXHIBIT B

CITY OF SANTA ANA

PROPOSAL FOR ON-CALL RIGHT OF WAY COORDINATOR *RFP NO. 22-150*

MAY 29, 2023



01	COVER LETTER	10	REFERENCES
02	EXECUTIVE SUMMARY	10	REFERENCE TO FEE PROPOSAL
03	FIRM AND TEAM EXPERIENCE	11	SCOPE OF SERVICES / SCHEDULE
05	UNDERSTANDING OF NEED	18	RESUME
07	RELEVANT PROJECT EXPERIENCE	20	EXCEPTIONS/CERTIFICATIONS

SCOPE OF SERVICES AND SCHEDULE

SCOPE OF WORK

Interwest provides exceptional project coordination services to ensure the successful implementation and completion of public agency projects. Jeremy Miller will provide a thorough and calculated effort as right of way coordinator. These services include: directing, monitoring and overseeing the delivery of services performed by City consultants; reviewing and approving consultant invoices and supporting documentation to ensure all work was performed as prescribed; representing the public agency at public meetings, hearings and litigation matters, as requested; preparing tracking reports to monitor the completion of project milestones and individual case progress; and implementing and maintaining a quality control program to ensure that work performed meets the requirements established by the City.

Our approach to any City assignment is to serve as more than just your consultant. Throughout our working relationship, we consider ourselves to be a part of your team, equally invested in your goals and objectives and working collaboratively with your staff and stakeholders on a daily basis. Specifically, Jeremy will:

- ▶ Offer a level of expertise to address the existing project delays and provide effective solutions that lead to positive results.
- ▶ Direct the acceleration of the acquisition and relocation processes by implementing mutually agreed upon strategies to avoid clearance delays.
- ▶ Provide expert risk assessment on problem parcels to provide cost-effective solutions in order to close escrow or provide clearance for construction.
- ▶ Prepare a detailed scope of work for complex appraisal assignments to ensure that the appraiser receives the appropriate direction.

Below is an overview of our typical scope of work for the requested services; this scope will be refined with each assigned project and is provided only to demonstrate our understanding of the City's requirements.

Project Coordination and Management

Meetings. Attend meetings with the City and consultants. Meeting minutes, agendas and reports are provided and distributed as directed by City.

Status Reports. Provide and maintain title, appraisal, acquisition, relocation and property management status reports for all project personnel to access.

Consultant Management. Provide management and coordination of services for all consultants.

Monitor and Control Budget Expenditures. Prepare, monitor and track project budget expenditures and assist the City with funding reimbursements.

Escrow Coordination. Provide coordination services with the selected escrow company, including ordering preliminary title reports, litigation guarantees (if required), opening escrows and facilitating escrows for acquisition of the subject property and the replacement property.

Schedules. Prepare and provide the City with project schedules, as needed.

Quality Control Management. Provide quality control management for all assignments, including coordinating efforts with the City and consultants to ensure successful and compliant projects.

Project Close-Out. Provide the services required to finalize and close out projects according to City directives.

Title Services

Preliminary Title Reports. Order and monitor the completion of preliminary title reports and receipt of supporting documents. At a minimum, title reports produced for each parcel establish legal owners and all valid liens, encumbrances and easements of record. In addition, we complete a title report summary and distribute a copy of it to the City and City attorney's office.

Litigation Guarantees. As directed by the City attorney's office, we order litigation guarantees identifying the legal owners and all interests affected in the proposed litigation. Copies of the report are placed in the City file with a copy distributed to the City attorney's office.

Phase I and II ESA and Demolition Asbestos Survey

Phase I Environmental Site Assessment Survey. Coordinate a Phase I study to be performed in compliance with the standard practices of the American Society for Testing and Materials (ASTM) Phase I ESA Process (Standard: E 1527-00). Monitor to ensure: attempts are made to interview the existing and former owners of the properties; a visual survey of the site and adjacent sites is completed; efforts are undertaken to contact local government officials about conditions in connection with the property; a review of site and area land use history is completed; and a review of the site area for geology and subsurface/surface potential for pollutant transport from public sources is done. Review the complete report to ensure that it contains the appropriate content. Copies are distributed to the City, City attorney and property management consultant, as required.

Phase II Environmental Site Assessment Survey. With City staff, review the Phase I ESA to determine a need for a Phase II ESA survey. If necessary, coordinate the completion of a Phase II ESA. Upon receipt of the Phase II report, prepare a recommendation for additional environmental analysis, if required. Distribute the Environmental Site Report and any written recommendations to the City.

Demolition Asbestos and Follow-Up Surveys. Coordinate with the property management consultant on the completion of asbestos and lead surveys. Assist with the distribution of these reports to applicable consultants and perform any follow-up inspections before the beginning the demolition process.

Public Meetings

Public Information Hearing. Facilitate and or conduct public meetings, as required by the City, to address acquisition, relocation and related right of way issues.

Appraisal

Facilitate. Coordinate the distribution of appraisal assignments using City-approved appraisers. Prepare request for proposals to obtain bids for assignments.

Coordinate. Meet with selected appraisers to review and discuss the Uniform Standards of Professional Appraisal Practice (USPAP), the Uniform Act and Title 25 California Code of Regulations. Determine with the City what types of reports are required and the required written notice of inspection to the owner. In all cases a complete appraisal is required. The format and level of documentation for an appraisal report depend on the complexity of the appraisal problem. Complex property assignments are to be reported in a self-contained, narrative format. A summary report, in conformance with USPAP Standards Rule 2-2(b) is permitted in cases, which, by virtue of their low value or simplicity, do not require the in-depth analysis and presentation necessary in a self-contained appraisal report.

Complete Appraisal Summary Statement. Obtain appraisals prepared in accordance with California law and USPAP. Reports are then date stamped, recorded and properly dispersed. Review appraisal reports and appraisal summary statement to be sure they comply with applicable regulations.

Tenant-Owned Improvements. Coordinate and review the completeness and accuracy of furniture, fixtures and equipment (FF&E) appraisals. During the initial appraisal process, coordinate with fee appraiser, FF&E appraiser, fee owner and tenant identification and ownership of tenant-owned improvements. If necessary, specialty appraisals are ordered and a copy is submitted to the appraiser for inclusion in the appraisal and appraisal review analyses.

Appraisal Review/Establishment of Just Compensation

Appraisal Review. If federal funding is involved, coordinate and obtain reviews of the appraisals referenced above in accordance with the Uniform Appraisal Standards for Federal Land Acquisitions, other applicable federal, state and local laws, and USPAP.

Just Compensation Coordination. Upon completion of the appraisal and, if applicable, the appraisal review, the completed reports are submitted to the City for review and establishment of Just Compensation.

Preparation of Offer Packages

Parcel Files. Establish and maintain an accurate and complete working file for each parcel in a format approved by the City.

Subsequent Review of Title Reports. Before the offer package is prepared, complete a second review of County Assessor information and title reports, paying particular attention to ownership, easement liens and encumbrances.

Review Right of Way Drawings. Review project plans, becoming familiar with the project and its impact on the various properties. Verify information on the project plans, ensuring it corresponds with the legal descriptions, plans and appraisal reports.

Offer Package. Prepare and/or review an offer package ensuring compliance with the City-approved format. At a minimum, the offer package will include a receipt form, offer letter, appraisal summary statement, acquisition brochure, Title VI information, tenant information statement and language translation (as applicable). Before final distribution to the acquisition agent, the complete offer package is submitted to the City attorney's office for approval.

Acquisition/Negotiation on Full Acquisition Residential Parcels. Coordinate and track communications, negotiations, and consultant success via an approved tracking report. Offers to out-of-area owners are mailed Certified Return Receipt Requested.

Acquisition/Negotiation on Full Acquisition Commercial Parcels. Monitor the acquisition function, including performing the necessary field assignments to acquire these parcels. Coordinate and track communications, negotiations, and consultant success via an approved tracking report. Offers to out-of-area owners are mailed Certified Return Receipt Requested.

Administrative Settlement Proposal Recommendations. For unresolved cases, review and provide a written recommendation together with supporting documentation on all counter proposals submitted by the property owners to the City for review and approval or disapproval.

City/Owner Liaison. Provide liaison duties between the City, consultants and property owners.

Contact Documentation. Thoroughly document all contact among the acquisition consultant, property owner and/or their representative, indicating attendees, time and place of meetings. Documentation includes thorough diaries and copies of all correspondence and emails. Diaries are updated immediately after each contact, if possible, and retained in the permanent acquisition file.

Relocation Assistance

Prepare Relocation Plan. Complete and/or review relocation plans in accordance with applicable state guidelines, including, but not limited to: individual interview of potential displacements; identification of relocation needs and obstacles; and mitigation measures to support a successfully relocation assistance program. All California procedures for obtaining City Council adoptions of relocation plans are followed. Any deviation from this procedure must be approved by the City.

Residential Relocation Packages. Prepare and/or review relocation packages in the City-approved format. At a minimum, the relocation package includes a receipt form, General Information Notice, relocation brochure, Title VI information, Certificate of Occupancy Statement and language translation statement. Before distribution to the relocation agent, the complete relocation package will be submitted to the City for approval.

Relocation Oversight on Residential Displacements. Distribute relocation packages in accordance with City directives. Coordinate and track communications and progress through an approved tracking report.

Purchase Price Differential or Rental Assistance Payment Entitlement. Review entitlement packages submitted to the City for approval. Packages should contain, but are not limited to: market data, selection of the most comparable properties, completion of necessary data forms and calculation of entitlements. Coordinate the approval of the relocation assistance entitlements and document the file accordingly.

Moving Options. Review requested moving entitlements based on room count or, if necessary, moving bid estimates. Determine moving options, prepare moving agreements, obtain signatures, if required, and monitor moves.

Prepare and Deliver Notices. Prepare or review residential entitlement letters, 90-Day Notices to Vacate and, if applicable, 60-day and 30-day letters.

Relocation Advisory Assistance. Review advisory services being provided by consultants consisting of providing housing referrals, determining relocation needs, explaining benefits, performing housing inspections, providing transportation to displacees searching for replacement housing, providing counseling or advising of other sources of assistance that may be available.

First-Level Appeals. Coordinate and handle first-level appeals, as necessary.

Displacee Contact Documentation. Thoroughly document all contact with the displacee. Documentation includes thorough diaries and copies of all correspondence and emails.

Relocation Payment Packages. Review claim packages and process and submit to the City for approval. File documentation is maintained to ensure compliance, audit and payment verifications.

Business Relocation Assistance

Relocation Payment Eligibility. Determine or review the consultant's determination of eligibility for relocation payments by reviewing eligibility criteria and case data. Document whether the displacee is entitled to business relocation payments, including moving and related expenses, re-establishment payment and a site-search payment or in-lieu payment.

Business Relocation Packages. Prepare or review relocation packages in the City-approved format. Relocation packages include a receipt form, General Information Notice, Notice of Eligibility, relocation brochure, Title VI information, Certificate of Occupancy Statement, language translation statement, and Loss of Goodwill Statement. Before distribution to the relocation agent, the complete package is submitted to the City for approval.

Identify Displacee Needs. Review documentation in regards to displacee needs and issues. Be sure the consultant presents the relocation package and provides advisory assistance by explaining in detail the options for payment of reasonable moving expenses, re-establishment and site search reimbursements.

Personal Property Inventory. Review the certified personal property inventory after the consultant finishes a site inspection and reviews the fee and FF&E appraisal. Review, verify and approve the compilation of a certified personal property inventory. This inventory should be signed by the business owner and relocation agent. Upon City concurrence, this information is used to obtain commercial moving bids.

Replacement Site and Moving Assistance. Review the consultant's referral of replacement sites, moving bid estimates, moving options, selection of mover and planning of moves. Ensure that all items in the inventory are addressed in the move. If items are not moved or not included in moving bid (items which require mitigation or cannot be moved to replacement site due to zoning, housing codes or other restrictions, etc.), be sure that the consultant prepares Abandonment Certification and deducts reasonable moving costs, if necessary.

Review Eligible Re-Establishment Expenses. Review expenses (e.g., improvements to the property, advertisements, unused license fees, increased operating costs, etc.) necessary and eligible as re-establishment expenses (not to exceed \$25,000). Inspect the replacement property, cost estimates, verify the previous two years' expenses and income and project the next two years to assess whether increased operating costs will exist. Based on the decisions of the displacee and program guidelines, determine or verify eligibility for reimbursement. Ensure all items in the estimate are actually re-established.

Abandoned Property. If the displacee decides not to relocate some personal property, verify that a bona fide attempt has been made to sell the items. Review the determination of eligibility for direct loss payment and compute the amount of payment. Notify of any items to be abandoned and ensure those items are not included in the moving cost estimate. Be sure Abandonment Certification is properly prepared with the displacee's signature along with a waiver to all rights in abandoned property.

Site-Search Expenses. Ensure reasonable site-search expenses do not to exceed \$1,000 under Title 25 compliance or \$2,500 for federally funded projects.

City/Business Owner Liaison. Provide liaison duties between the City and business owners.

Contact Documentation. Thoroughly document all contact with the business owner and/or their representative, indicating attendees, time and place of meetings. Documentation includes thorough diaries and copies of all correspondence and emails. Diaries are updated immediately after each contact, if possible, and retained in the permanent acquisition file.

Escrow Coordination

Monitor Escrows. Coordinate with title companies and open escrows on all purchases. Monitor escrows, review all escrow documents, request funds from the City and ensure that the City receives title insurance policies in the amount of the purchase cost of the land and improvements and clear title to all properties acquired. Interwest will also provide multilingual (Spanish) services, as needed, for an efficient closing.

Partial Acquisitions. Special attention will be paid to partial acquisitions due to the difficulty in obtaining partial release documents in a timely manner. At the City's request, Interwest will complete the entire escrow and work directly with the title company to obtain the necessary title policy.

Condemnation Support

Condemnation Assistance. Prepare necessary condemnation reports or paperwork for unsuccessful negotiations and provide pre-condemnation assistance and testimony for the City legal counsel. This includes: obtaining and reviewing litigation guarantees; listing the names and mailing addresses of the appropriate fee, leasehold and tenant owners; completing a summary sheet with recommendations for title issues; and making copies of the parcel file. Interwest also provides expert testimony services for appraisal, acquisition and relocation issues.

Property Management Oversight

Status Reports. Provide or coordinate bi-monthly status reports demonstrating critical milestones.

Consultant Management. Provide management and coordination of property management services with the City and other consultants.

Monitor and Control Budget Expenditures. Prepare, monitor and track project budget expenditures and assist the City with funding reimbursements.

Demolition Oversight

Demolition Project Management and Coordination. Assist with advertising for procurement and administration of demolition contracts in accordance with the City's policies and procedures for competitive bidding.

Demolition Specification Bid Preparation. As directed by the City, assist in preparing separate specification bid packages that abatement and demolition contractors can use to provide a detailed cost estimate. This work will include site meetings with the contractors for the bid process, job walk and the preparation of an addendum for clarification of any questions about specification changes, if required.

Asbestos Abatement Monitoring and Visual Clearances. Monitor the project during the abatement process. Collect all documentation obtained during the process and file in the City's post acquisition file.

Demolition Supervision and Coordination. Provide adequate field supervision of demolition activities to ensure compliance with all City policies and procedures as well as all terms of the demolition contract.

Project Reporting and Close-Out. Review and approve the demolition consultant's work and submit completion reports to the City recommending payment.

Compliance and Quality Control

Project Responsibilities. As Right of Way Coordinator, Jeremy will be responsible for proper compliance and quality control on all right of way activities. This includes interpretation and implementation of applicable laws, regulations and policies, and assistance with resolving conflicts among administrative policies, departments and consultants.

File Close-Out. Jeremy will audit all acquisition, relocation and post acquisition files to ensure compliance with applicable regulations. Corrective actions will be coordinated with the City and consultants. A tracking report will be generated showing the receipt of the consultant file, the consolidation and review date, comments regarding non-compliance, corrective action taken and the close-out date.

SAMPLE RIGHT OF WAY SCHEDULE

Interwest will provide right of way coordination services as required by the City. The following sample schedule serves as a graphical representation of the typical right of way timeline; this schedule will be refined with each assignment and is provided only to demonstrate our understanding of the right of way process.

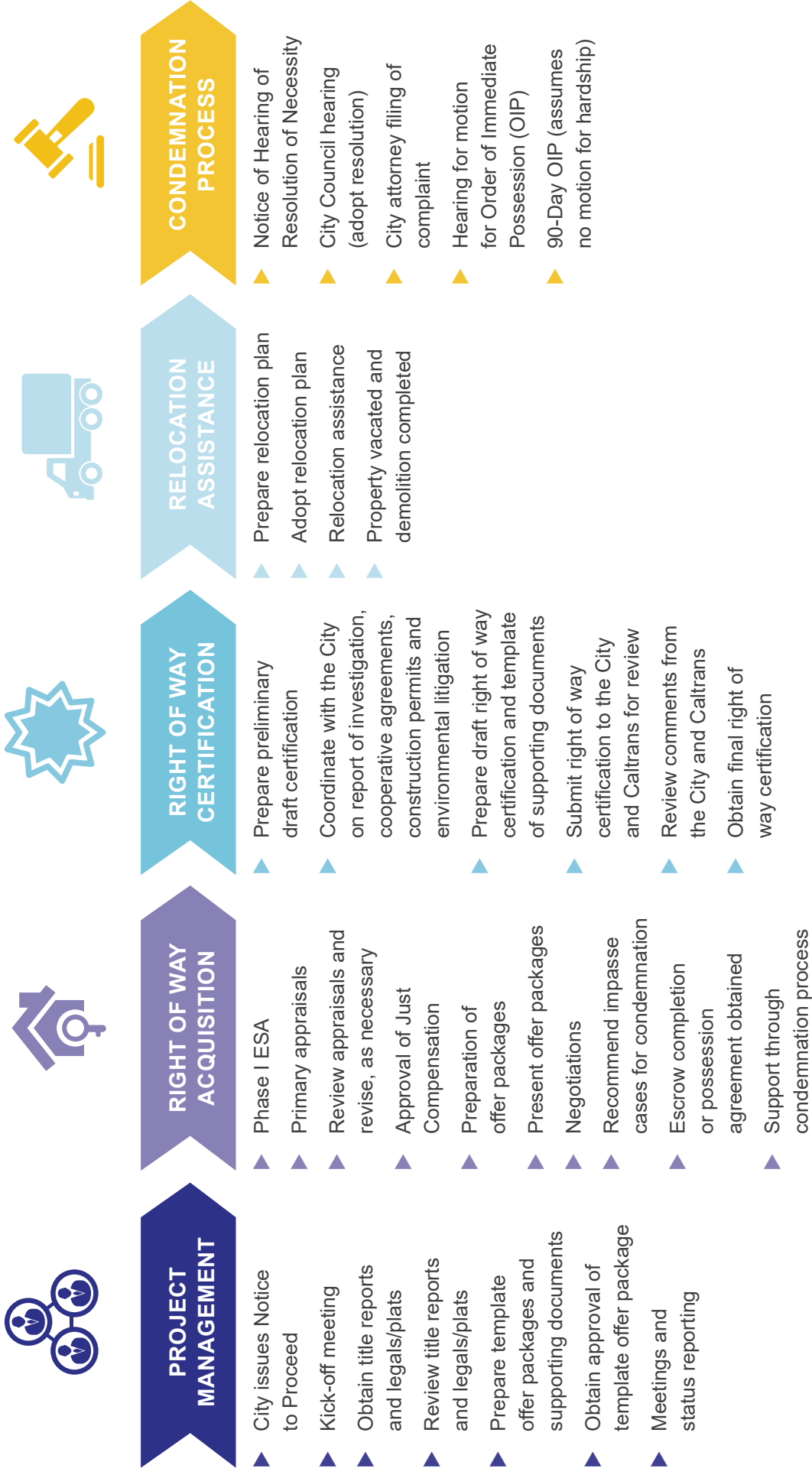


EXHIBIT C



Interwest Consulting Group, Inc.
1 Jenner, Suite 160
Irvine, CA 92618

FEE PROPOSAL RATE SHEET

RFP NO. 22-150

PROGRAM MANAGER/
ROW COORDINATOR

JEREMY MILLER

\$150 / HOUR

RIGHT OF WAY AGENT

LOIS RODRIGUEZ

\$120 / HOUR