

**CONSULTANT AGREEMENT BETWEEN  
EPIC LAND SOLUTIONS, INC. AND THE CITY OF SANTA  
FOR ON-CALL RIGHT-OF-WAY SERVICES**

THIS AGREEMENT is made and entered into on this 19<sup>th</sup> day of September, 2023 by and between Epic Land Solutions, 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:

Epic Land Solutions, Inc.  
Eddie Quintero, Project Manager  
1971 W 190th Street, Suite 200  
Torrance, CA 90504

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  
Jose Montoya  
Assistant City Attorney

<u>Karen Starr</u> <small>Karen Starr (Aug 16, 2023 11:23 PDT)</small> _____ Karen Starr Senior Vice President
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**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**



# **Epic Land Solutions, Inc.**

Proposal for City of Santa Ana  
RFP No. 22-150  
On-Call Right of Way Coordinator

Submitted May 29, 2023



Epic Land Solutions, Inc. · 1971 W 190th Street · Suite 200 · Torrance, CA 90504 · [epicland.com](http://epicland.com)

## Understanding of Need, Scope of Work & Schedule

The City of Santa Ana is seeking a qualified On-Call Right of Way Coordinating firm for the City's Public Works Agency projects on an as-needed basis. The Coordinating firm shall oversee all the right of way and real estate services for the City. Work may include real property appraisal, FF&E and Goodwill appraisal, acquisition, relocation, property management, surplus property sales, and Caltrans Right of Way Certification. The City is seeking a consultant to provide high-quality, professional services that comply with all applicable regulations, policies, procedures and standards for State and Federal Aid projects. The Coordinating firm is expected to carry out and complete assigned task orders in a responsible manner while collaborating with the City and other stakeholders. EPIC understands the term of this contract is determined to be three years with the City's option to extend the contract for an additional one (1) or two (2) years.

### Approach to Scope of Work

Regardless of project funding, EPIC's approach always adheres to the Uniform Act and Caltrans Right of Way Manual and Local Assistance Procedures Manual (LAPM) guidelines. EPIC will perform all right of way coordination, relocation, and property management services in close coordination with the City and in accordance with county, state, and federal policies and procedures wherever applicable including Title VI of the Civil Rights Act of 1964, the Federal Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and the URA regulations that became effective in February 2005.

### Right of Way Acquisition Services

This section outlines EPIC's description of the on-call right of way coordination services being proposed for this contract. It is EPIC's privilege to offer the following services to the City:

#### **Project Management**

Under the direction of Right of Way Coordinator/Project Manager, Eddie Quintero, will work closely with the City and its consultants to review project assignments and establish lines of communication, procedures and protocols, and will work to keep the team on track to reach goals. To track and manage ongoing right of way project tasks and budget, Eddie will:

- Oversee all activities performed under the right of way contract.
- Coordinate with any federal and state oversight agencies as directed by the City.
- Ensure that all consultants have appropriate licenses for the scope of work.
- Coordinate team, subconsultant, and client meetings.
- Prepare and maintain a detailed project schedule and provide progress reports.
- Coordinate with all stakeholders.
- Maintain project files.
- Develop and maintain a quality assurance/quality control plan.

#### **Title Examination Services**

Securing preliminary title reports quickly is very critical. At the time of Notice to Proceed, EPIC will obtain a Preliminary Title Report for the impacted parcels. These reports will provide information required by the appraiser when preparing the Just Compensation analysis. Title Services involve obtaining and reviewing title reports to verify ownership and identify any easements or encumbrances. One report will be obtained for contiguous parcels with the same owner. Updated preliminary title reports will be obtained as needed.

## Acquisition/Negotiation Services

EPIC is responsible for the entire acquisition process. Property acquisition requires that EPIC negotiate with property owners or appointed representatives for the purchase of property rights in good faith. The property acquisition process is performed in close coordination with the City and in accordance with the Uniform Act whenever necessary. We expect to provide the following services and high degree of care for every acquisition negotiation:

- ▶ **Offer Package Preparation:** First, an Offer Package template is submitted to the City for quality review and approval. EPIC then prepares the Offer Package for each parcel based on the City-approved Just Compensation. Offer Packages may include an Offer Letter, Summary Statement of Just Compensation (appraisal summary), Acknowledgment Receipt, legal descriptions, plat maps, grant deeds and easements, Purchase Agreement and Title VI brochure. Caltrans projects require that a copy of the formal summary appraisal report be provided to the owner with the first written offer.
- ▶ **Immediate Engagement with Owners:** EPIC assigns one agent to be the primary point of contact for each property owner. As soon as possible, the agent presents the written Offer Package to the impacted property owner or their authorized representative. Early interaction with the property owner saves time in negotiations after the offer is made. Agents will take the necessary time to advise property owners with detailed explanation of the property interest being acquired, the proposed construction detail as it affects the property, as well as the entire acquisition process. Agents will answer any questions or concerns the owners may have.
- ▶ **Good Faith Negotiation:** EPIC is aware of the sensitive nature of unwanted acquisitions from the point of view of affected property owners. For the remainder of the negotiation schedule will maintain close communication with property owners to establish a positive rapport and working relationship with the property owner to build trust and create an atmosphere in which successful negotiations can occur. Agents will make as many contacts with each owner as the City believes necessary to acquire the property or secure an easement.
- ▶ **Reasonable Offer Timeline:** Property owners are given reasonable time to consider the City's offer and present material relevant to value determination (generally a minimum of 30 days or three contacts).
- ▶ **Tenant Consideration:** Early in the process, EPIC will ascertain if property owners have tenants leasing their property. EPIC understands the relationship between a property owner and a tenant and the need to address all tenant concerns. At the owner's or tenant's request, EPIC will meet with the tenant to discuss the project and ways that the impact to the tenant can be mitigated.
- ▶ **Diary Entries:** Each contact with property owners and tenants is documented (including the date, place and names) and maintained in the parcel file throughout the negotiation process.
- ▶ **Purchase Agreement Amendments:** To minimize the impact of project on affected persons and help address and alleviate some of the owner and tenant concerns, EPIC can suggest amendments or special provisions to agreement language. EPIC will work closely with the City and the impacted property owner/tenants to determine which concessions can be made without adversely impacting the project construction and project costs.
- ▶ **Recommendations and Counter-Offers:** Review and consider counter-offers, make recommendations and obtain City approval before accepting the owner's counter offer or making a second counter offer.
- ▶ **Innovative Final-Stage Negotiation:** EPIC developed Summit Meetings as a highly successful approach to resolve issues and assist in avoiding eminent domain/condemnation proceedings. EPIC sets up a meeting with all individuals who have project information and decision-making authority. Although the meeting can last several hours, we are usually able to reach agreement on all issues.
- ▶ **Fair Settlement:** It is one of EPIC's highest priorities to negotiate a fair, mutually agreeable

settlement between the City and the property owner, resulting in escrow. Once an agreement has been reached, EPIC obtains the owner's signature, notarized when necessary. EPIC promptly transmits all executed documents on successfully negotiated parcels to City for acceptance and signature. We will then deliver purchase agreements to the title and escrow subconsultants and perform all title clearance.

- ▶ **Legal Recourse:** EPIC will continue negotiations with the property owners until every effort has been exhausted and it appears that the only remaining method of acquisition is through legal proceedings (i.e. a Recommendation for Condemnation).

### **Rights of Entry and Encroachment Permits**

EPIC will guide the City to obtain any necessary Encroachment Permits or Rights of Entry permits from local public agencies if it is necessary to cross any property owned by the public agencies. These agreements will inform the property owner of the purpose and impact of each permit.

### **Escrow/Closing Services**

Once EPIC has obtained the property owner and City's signature on acquisition agreement(s) we will open escrow and coordinate escrow requirements with property owner. We provide draft escrow instructions to the City for approval. EPIC will work with a third-party title company to perform title clearance. EPIC will review the Title Reports and work to ensure that the property can be conveyed to the City without any unacceptable liens, Covenants, Conditions, and Restrictions (CC&Rs) and other encumbrances. We coordinate payment between the Grantor, City and the Escrow Company. EPIC will obtain the City's signature on Certificates of Acceptance and all other necessary documentation such as recorded grant deeds and temporary construction easement deeds to convey title. At the close of the transaction, we obtain the final title policy, review closing statements and submit to City for approval and close escrow.

### **Condemnation/Eminent Domain Support**

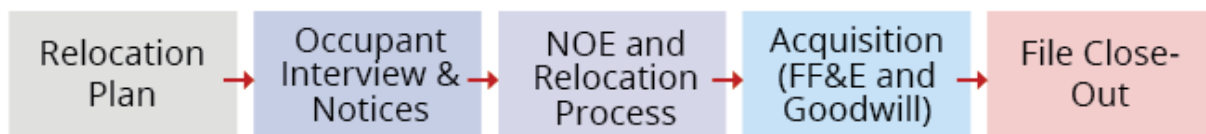
When negotiating for acquisitions, EPIC works to avoid eminent domain whenever possible. When a Recommendation for Condemnation becomes necessary, EPIC will prepare summary memos outlining efforts made and the reason(s) for impasse and work closely with the City's eminent domain counsel to begin eminent domain tasks.

### **Caltrans Right of Way Certification**

All state and federally funded projects require Caltrans right of way certification. If needed, EPIC will work to obtain right of way certification which documents that real property interests have been secured, that the site will be vacated prior to construction, and that all right of way activities were conducted in accordance with applicable Caltrans policies and procedures.

## **Relocation Assistance Services**

EPIC's project team prides itself on its ability to administer a relocation program that recognizes the delicate nature required when moving people from their homes or places of business. Being sensitive to displaced persons' concerns is not only beneficial to the project, but also goes a long way toward alleviating the very human, sometimes traumatic, reaction faced by property owners who are unexpectedly displaced. Our Relocation Advisory Assistance process follows:





### **Draft Relocation Plan**

In accordance with URA and California Code of Regulations Title 25, § 6038, EPIC can prepare a Relocation Plan to analyze relocation options, anticipate all costs, outline the

*Data Subscriptions for Project Efficiency:* EPIC actively subscribes to real estate and property owner data sources (including MLS, CoStar, and RealQuest Pro) to complete the Relocation Plan and conduct the replacement site search.

needs of residents, and outline plan for claim disbursements. The plan will verify the feasibility of anticipated relocations and forms an itemized project budget, including lodging, meal, transportation, and moving expenses.

### **Occupant Interview & Notices**

Prepare the following notices and conduct an intake interview with each of the residential and non-residential occupants impacted in this project:

- ▶ General Information Notice (GIN)
- ▶ Business Interview Form (where applicable)
- ▶ Informational Brochure
- ▶ Certificate of Lawful Presence
- ▶ Notice of Eligibility (NOE)—Business Occupant
- ▶ 90-Day Notice to Vacate [required by federal law]
- ▶ 60/30-Day Notice to Vacate [per City's preference]

The Relocation Specialist will meet personally with an authorized representative and explain the relocation assistance program and eligibility requirements for relocation payments to impacted property owners, business owners, and tenants. Agent will maintain a diary of relocation details and communications, capturing all salient conversations, discussions, emails, and other pertinent information with owners/representatives.

### **Notice of Eligibility (NOE) and Relocation Process**

- ▶ Relocation Advisory Assistance
- ▶ Identify replacement sites and provide referrals [minimum of two (2) written referrals]
- ▶ Move coordination [obtain minimum of two (2) quotes, including walk-throughs with occupant and contractor]
- ▶ Process claims for reimbursement to business occupants
- ▶ Vacancy inspection (Certificate of Abandonment)

### **Acquisition (F&E and Loss of Business Goodwill appraisals)**

For any property improvements constructed by the Lessee and/or Business Occupants or Loss of Business Goodwill, EPIC will coordinate with qualified specialty appraisers.

### **File Close-Out & Documentation**

Prepare final relocation package for submittal to the City to commence the process for document review and requesting of Relocation funds. Such package shall include all signed documents and original signatures of owners, diary, and other relevant relocation information. Such documentation shall be on the City's forms unless otherwise permitted.

*Advisory Services:* For most displaced persons, relocation advisory services can be just as important as the financial package. We will provide any additional advisory services as may be deemed necessary to minimize hardship and ensure that all persons displaced by the public project receive fair, uniform, and equitable treatment.

## Property Management & Maintenance Services

EPIC is one of the only a few right of way consulting firms to offer full-service property management solutions specifically suited for property owned by public agencies. Our objectives are to maximize revenue, maintain safety and security, reduce maintenance costs, and minimize liability for our clients. Services include:

### Interim Property Management Services

EPIC is prepared to handle interim property management activities as needed to manage properties acquired by the City. Tasks may include collection of lease payments, managing and maintaining licenses, leases, and rental agreements for acquired properties, pursuing collection of delinquent rents when necessary, setting up a client bank account and reconcile with the income and expense reports, prepare monthly income and expense reports, performing site visits periodically to monitor for encroachments, safety issues, and property maintenance tasks.



### Property Maintenance & Site Inspections

EPIC has developed proactive programs to periodically inspect client property for code enforcement and easement compliance issues, environmental concerns, and unauthorized uses by third parties. EPIC will identify unpermitted encroachments and unlawful activities, notify trespassers of the need to vacate, engage code enforcement authorities on corrective action noticing, take timely action on any violations, and log all findings and actions in a database. EPIC can also work with the encroaching entity to install a permit, lease, or license if the use is deemed acceptable by the City, and will work with qualified maintenance professionals, general contractors, and construction managers to handle large or small emergency repairs.

## Additional Value-Added Services for Santa Ana

### Surplus Land Sales – *Your Subject Matter Expert for Public Land Disposal*

EPIC is the City of Santa Ana's local expert in the proper disposal of remnant parcels owned by public agencies and the public auction process. ***EPIC's team of experienced real estate agents will use proven processes for auctioning remnant parcels, using existing Request for Offer and marketing templates and processes that have been used successfully to sell over \$15 million dollars in excess land sales over the last 10 years.*** EPIC will leverage our Esri ArcMap technology to perform GIS analysis for every parcel sale to identify property owners within 500 feet radius that may have an interest in buying.



### Understanding of the Surplus Land Act

The California Surplus Land Act of 2019 requires that when cities, counties, transit agencies, and other local agencies sell or lease their land, they must prioritize it for affordable housing development. In short, the Surplus Land Act of 2019 deals with a requirement to use the land for affordable housing when applicable. EPIC staff are required to stay current and educated on the latest guidelines and updates to the law, such as changes that started January 1,

2021, which stipulates that local agencies are required to send, and the California Department of Housing and Community Development (HCD) is required to review, negotiation summaries for each surplus land transaction in the state. HCD is also required to notify local agencies of violations and may notify the Attorney General and assess fines, as necessary.

### Utility Research, Plans & Relocation

EPIC has a dedicated Utility Services Department to research Utility Conflicts, perform Utility Design QA/QC, Determine Liability of utility relocation, and Certify the Utility Relocations with Caltrans District 12. All of EPIC's utility services are performed following the Caltrans LAPM process. EPIC's Utility Manager coordinates with the City, utility companies and applicable stakeholders for all work involved in identifying, protecting, removal and/or relocation of utility facilities necessary for the project. We identify all utility owners in the project area, conduct site verifications and confirm who has prior rights and determine if any of their utility facilities conflict with the project design. A utility matrix will be prepared identifying utility owners, descriptions of facilities, dispositions (i.e. protect, relocate, abandon) and initial liability determinations. If conflicts exist, we review project plans with the engineering design team to determine utility alternatives and meet early with utility owners to determine liability and identify which utilities will be moved to accommodate the proposed project. This is critical as determination of liability is becoming more of an issue in today's projects and can cause major delays or increase expense due the involvement of legal counsel. EPIC then provides coordination for the successful relocation of utility facilities identified as conflicts and Caltrans Certification.

### Scope of Work Responsibilities

Scope	Staff Lead	Task & Deliverable Responsibilities
<b>Project Management</b>	Eddie Quintero	Stakeholder coordination; Coordinate Kickoff and project meetings; Risk Assessment at Kickoff; Obtain the City's templates and procedures; Status Report Templates; Regular Progress Reports; Schedule Updates; Quality Assurance/Quality Control Plan; Quality review of offer packages; Update Relocation Plan; Detailed Procedures; File Checklists; Agreements
<b>Title &amp; Escrow Services</b>	Yasmeen Flores	Ordering and reviewing Preliminary Title Reports; Coordination with the City's Title consultant, Title Exception Form internal quality checklist; Litigation Guarantees (as needed)
<b>Appraisal Coordination</b>	Eddie Quintero	Appraisal Review Report or Coordination of completion thereof; Review Appraisal Certificate; Submit amount of Just Compensation to City for approval & FTA Concurrence
<b>Acquisition/ Negotiation</b>	Addiel Flores	Prepare Offer Package to property owners; QA/QC and present offer packages; Perform negotiations to acquire property rights; Detailed Negotiator Diaries; Purchase and Sale Agreements; Administrative Settlements; Possession and Use Agreements; As-Needed Resolution of Necessity Support

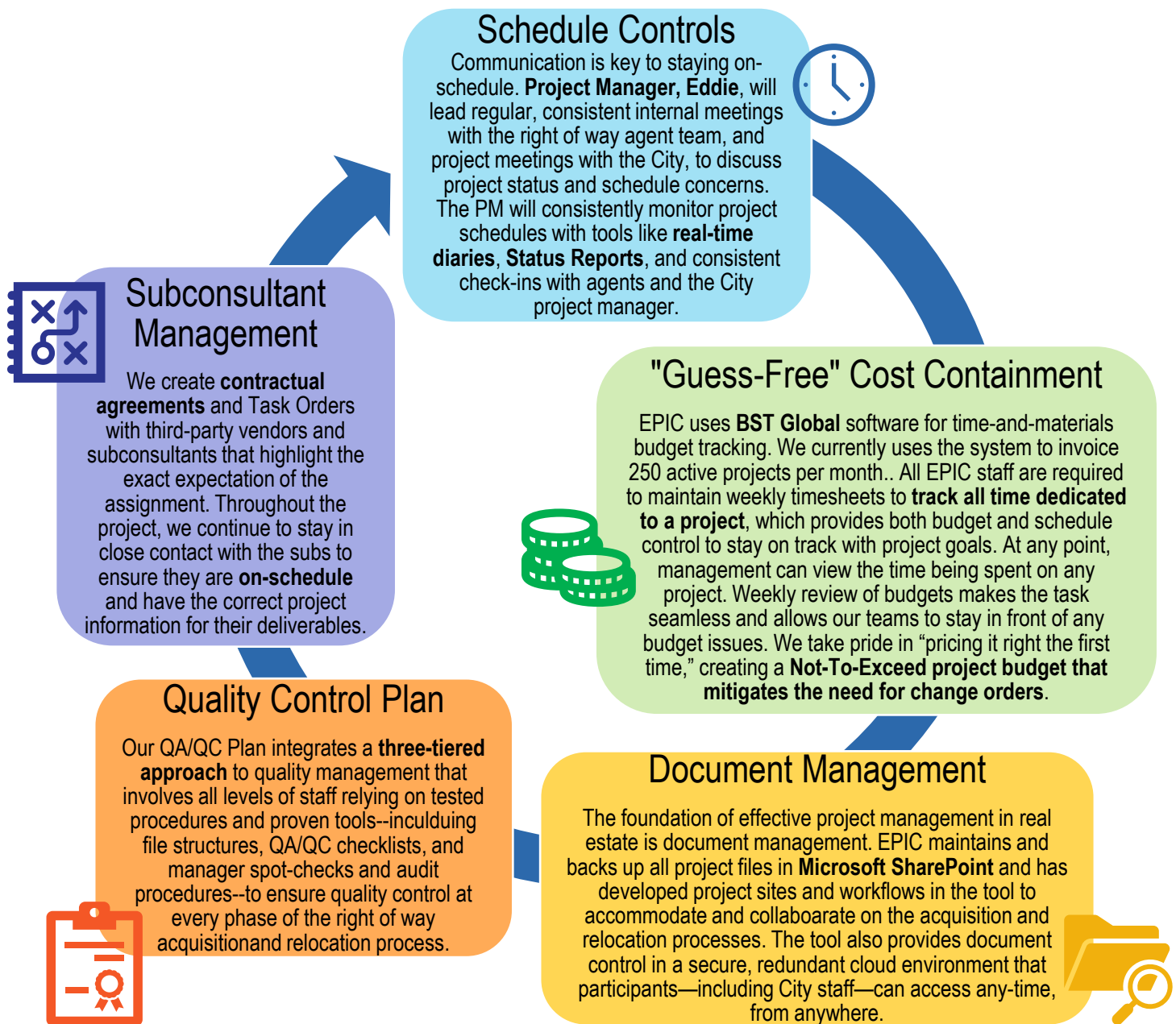
<b>Relocation Assistance</b>	Addiel Flores	Owner/Tenant Interviews; General Information Notice (GIN); Comparable/Search; Housing Study; Notice of Eligibility; Relocation Brochures; Replacement Site search and referrals; 30/60/90-Day Notices to Vacate; Advisory services; Movers and storage vendor quotes; Claims forms; Certificate of Vacancy; Claims processing
<b>Utility Coordination</b>	Mike Mays	Facility Map Request Letters; As-Built Plans; Utility Information Sheet; potholing coordination; Utility Verification Letters; Relocation Claim Letters; Notices To Owners (NTOs) to relocate; utility agreements; cert package
<b>Condemnation Support</b>	Eddie Quintero	Impasse Letter; Prepare Draft Resolution of Necessity and Notice of Hearing; Board Reports; Negotiator and Relocation Logs; Referrals; Responses to Discovery; Coordinate Supplemental Deposits; Deposit Refund
<b>Property Management &amp; Maintenance</b>	Darcy Mendoza	Interim rent/lease collections; Property Inspection Notices, Reports; Certificates of Insurance; weed abatement; excavations; paint & anti-graffiti; security fencing & board-ups; Metrolink/SCRRA safety permits; homeless abatement; plumbing & electrical; Notices of Demolition; Proof of services rendered; Certificates of Completion
<b>Caltrans Certification</b>	Eddie Quintero	Data Sheet; Utility Information Sheet; Necessary Certification, as required by Chapter 14 of the Caltrans Right of Way Manual and Chapter 13, section 13.10 of the Local Assistance Procedures Manual
<b>Construction Support</b>	Eddie Quintero & Mike Mays	Temporary Construction Easement (TCE) management; Coordinate with local landowners and agencies to provide detailed project information and answer questions; utility coordination; contractor compliance
<b>Surplus Land Disposal</b>	Darcy Mendoza	Notice to Caltrans of Intent to Declare Property as Surplus; Board Materials to Declare Property Surplus; Appraisal; Title Report; Notices to local agencies and priority purchasers; Marketing materials; Auction materials to the public; Status updates of the disposition; Advertising; Sales Package; Executed Agreements
<b>Closeout</b>	Eddie Quintero	File Close Out Checklist; Flash Drive Containing Important File Documents; Hard Copies



## Project Management

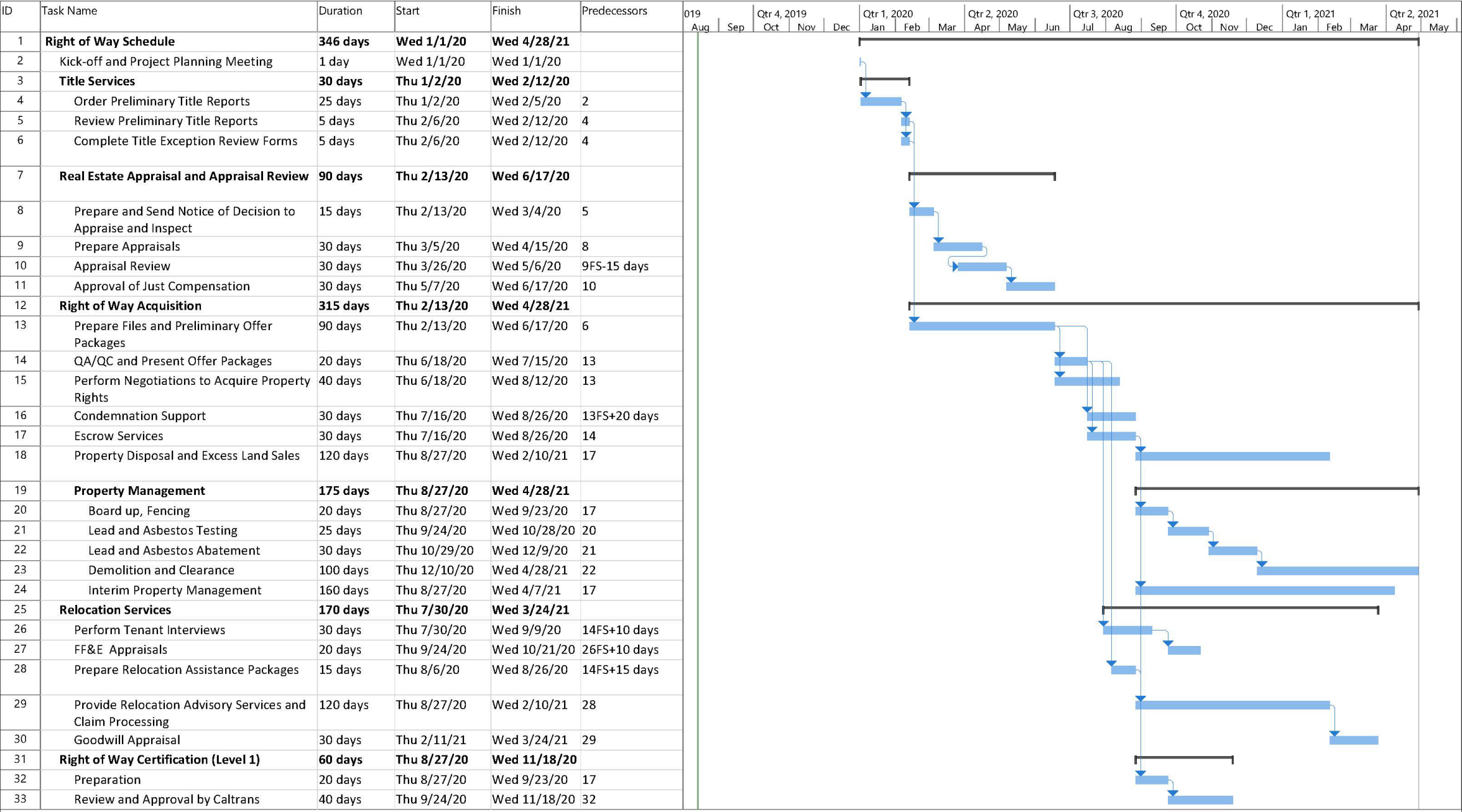
Project Manager, Eddie Quintero, will deliver the City's task assignments by managing right of way valuations and the acquisition process from start-to-finish. Eddie's tasks will include preparation and maintenance of a detailed project schedule, maintenance and quality control of acquisition files, periodic progress reporting, and facilitation of regular internal meetings and client status meetings. In summary, EPIC's project management services control quality, budget, and delivery schedule. EPIC believes in providing the client with on-call availability and dedication throughout the life of the project.

Our team will deploy the following procedural innovations and technological efficiencies to deliver outstanding services to the City:



Standard 9-Month Schedule for Right of Way Acquisition

EPIC secures property rights in the timeliest manner available under the law. As a forward-thinking right of way firm, we utilize an **aggressive, nine-month schedule (EXAMPLE ONLY)** pictured below) as our baseline for project planning that already includes built-in buffers for common delays encountered during projects. For most right of way projects, with under 50 parcels implicated, EPIC can close escrow on property rights acquisitions 9 months from kickoff. For projects including utility coordination, Phase I and II Environmental Site Assessments, relocation advisory assistance, hazardous materials abatement coordination, and/or condemnation proceedings may require 12-18 months, start-to-finish. EPIC will customize the project schedule for each task order and according to the City’s project goals.



***“Working consistently with EPIC for the last decade, I am always impressed by their professionalism and quality of work in meeting our right of way needs. Their staff is knowledgeable, communicative, and responsive.”***

- Richard A. Quirk, AIA, NCARB  
STV Group, Inc.

## **EXHIBIT C**



# **Epic Land Solutions, Inc.**

## **Cost Proposal**

Submitted May 29, 2023



Epic Land Solutions, Inc. · 1971 W 190th Street · Suite 200 · Torrance, CA 90504 · [epicland.com](http://epicland.com)



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Headquarters  
1971 W 190<sup>th</sup> Street, Suite 200  
Torrance, CA 90504  
(310) 626-4848  
epicland.com

May 29, 2023

## Fee Proposal

### City of Santa Ana On-Call Contract for Right of Way Coordinator Services

Title/Job Classifications	2023 Hourly Billing Rate
Advisory Manager	\$203.00
Senior Project Manager	\$162.00
Project Manager	\$108.00
Senior Right of Way Agent	\$113.00
Right of Way Agent	\$90.00
Administrative Support	\$77.00
GIS Analyst	\$122.00
Utility Coordination Lead	\$153.00
Utility Coordinator	\$95.00
Budget & Financial Controls	\$140.00

Other Direct Costs	Rate
Mileage	At IRS Allowable
Postage/Overnight Delivery	At Cost
Online Data Services	At Cost
Outside Services (Vendors & Subconsultants)	At Cost

Note about rates: Staff billing rates provided do not include the Federal Acquisition Regulations (FAR) approved overhead rate for Epic Land Solutions, Inc. and are not suitable for state and federally funded projects. EPIC will increase these hourly rates 5% annually at the beginning of each calendar year or in accordance with the contract terms. If the NTP is received after 120 days from this proposal, fees and billing rates may require revision



**Thank you for reviewing our proposal!**

Please contact us at:

Eddie Quintero

Right of Way Coordinator/Project Manager

(310) 626-4843

[proposalteam@epicland.com](mailto:proposalteam@epicland.com)

