

# REQUEST FOR COUNCIL ACTION



CITY COUNCIL MEETING DATE:

DECEMBER 15, 2020

TITLE:

**APPROVE AGREEMENTS WITH MONUMENT ROW, OVERLAND PACIFIC & CUTLER, THE ROW COMPANY, AND CLARK LAND RESOURCES, INC., FOR ON-CALL RIGHT-OF-WAY ACQUISITION SERVICES IN AN AGGREGATE AMOUNT NOT TO EXCEED \$550,000 FOR UP TO A FIVE-YEAR TERM (NON-GENERAL FUND)**

*/s/ Kristine Ridge*

CITY MANAGER

CLERK OF COUNCIL USE ONLY:

APPROVED

- As Recommended
- As Amended
- Ordinance on 1<sup>st</sup> Reading
- Ordinance on 2<sup>nd</sup> Reading
- Implementing Resolution
- Set Public Hearing For \_\_\_\_\_

CONTINUED TO \_\_\_\_\_

FILE NUMBER \_\_\_\_\_

## RECOMMENDED ACTION

Authorize the City Manager to execute agreements with Monument ROW, Overland Pacific & Cutler, LLC, The ROW Company, and Clarkland Resources, Inc., to provide on-call right-of-way acquisition services for a total aggregate amount not to exceed \$550,000 for the three-year term beginning December 15, 2020, and expiring on December 14, 2023, with a provision for two, one-year extensions exercisable by the City Manager and City Attorney, subject to non-substantive changes approved by the City Manager and City Attorney.

## DISCUSSION

On September 10, 2020, the Public Works Agency issued a Request for Proposal (RFP) for consultants to provide on-call right-of-way acquisition services. The chosen consultants will augment City staff with the following specialty services for the timely delivery of capital projects: identify and manage right-of-way needs; right-of-way engineering; preparation and review of property appraisals; preparation of temporary and/or construction easements; disposition and excess of properties; relocation and relocation cost analysis; develop relocation plans and services according to Relocation Law; and related documentation preparation and management for right-of-way acquisition.

The RFP was advertised on the City's online bid management and publication system, with bids due on October 8, 2020. Thirty contractors downloaded the project documents. Four proposals were received and evaluated by a selection committee based on criteria as outlined in the RFP. Listed below are the consultants selected for award and their ranking:

<b>Firm</b>	<b>Score</b>
Monument	91
Overland Pacific & Cutler	90
The ROW Company	89
Clark Land Resources, Inc.	87

In accordance with the RFP, staff recommends awarding contracts to Monument, Overland Pacific & Cutler, The ROW Company, and Clark Land Resources, Inc. (Exhibits 1 - 4). Each proposal demonstrated a high technical competency and experience performing similar services. The proposals demonstrated a clear path toward achieving City goals and objectives as required by the RFP.

**FISCAL IMPACT**

These on-call agreements will be used for various water capital projects and for the Warner Avenue Improvements Phase 2 project (Project No. 18-6901). Funds are budgeted and available for expenditure in the current fiscal year and will be budgeted in future fiscal years based on the needs of the Public Works Agency. The following is an estimate of expenditures by fiscal year:

<b>Fiscal Year</b>	<b>Accounting Unit- Account No. (Activity No.)</b>	<b>Fund Description</b>	<b>Accounting Unit, Account Description</b>	<b>Amount</b>
FY 2020-21	06017645-62300	Water	Water Administration & Engineering, Contract Services-Professional	\$100,000
FY 2020-21	03217663-66220 (18690104164)	Measure M – Street Construction	M2C-ACE ROW Consultant	\$50,000
FY 2021-22	06017645-62300	Water	Water Administration & Engineering, Contract Services-Professional	\$100,000
FY 2021-22	03217663-66220 (18690104164)	Measure M – Street Construction	M2C-ACE ROW Consultant	\$100,000
FY 2022-23	06017645-62300	Water	Water Administration & Engineering, Contract Services-Professional	\$100,000
<b>Optional Extension Years</b>				
FY 2023-24	06017645-62300	Water	Water Administration & Engineering, Contract Services-Professional	\$50,000

<b>Fiscal Year</b>	<b>Accounting Unit- Account No. (Activity No.)</b>	<b>Fund Description</b>	<b>Accounting Unit, Account Description</b>	<b>Amount</b>
FY 2024-25	06017645-62300	Water	Water Administration & Engineering, Contract Services-Professional	\$50,000
<b>Total</b>				<b>\$550,000</b>

Fiscal Impact Verified By: Kathryn Downs, CPA, Executive Director – Finance and Management Services Agency

Submitted By: Nabil Saba, P.E., Executive Director – Public Works Agency

- Exhibits:
1. Agreement with Monument
  2. Agreement with Overland Pacific & Cutler
  3. Agreement with The ROW Company
  4. Agreement with Clark Land Resources, Inc.

**AGREEMENT TO PROVIDE ON-CALL RIGHT OF WAY ACQUISITION SERVICES  
FOR THE CITY OF SANTA ANA**

THIS AGREEMENT is made and entered into on this 15<sup>th</sup> day of December, 2020 by and between Monument ROW, a California corporation (“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 right of way acquisition services on an as needed basis.
- B. Consultant represents that Consultant 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 on-call 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. 20-091, which is attached as Exhibit A, and as more specifically 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 actual services performed under this Agreement at the rates and charges identified in Exhibit C. Consultant is one of four (4) consultants selected to provide right of way acquisition services on an on-call basis under RFP 20-091. The total compensation for these services provided by all such consultants selected under RFP 20-091 shall not exceed the shared aggregate amount of \$550,000 during the term of the Agreement, including any extension periods.
- b. Payment by City shall be made within 45 days (forty-five) 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 and terminate on December 14, 2023, unless terminated earlier in accordance with Section 17, below. The term of this Agreement may be extended for two 1-year periods upon a writing executed by the City Manager and City Attorney.

**4. PREVAILING WAGES**

Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the services being performed are part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. Consultant shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

**5. INDEPENDENT CONTRACTOR**

Consultant shall, during the entire term of this Agreement, be construed to be an independent contractor 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.

**6. 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.

## 7. INSURANCE

Prior to undertaking performance of work under this Agreement, Consultant shall maintain and shall require its subcontractors, if any, to obtain and maintain insurance as described below:

- a. Commercial General Liability Insurance. Consultant shall maintain commercial general liability insurance naming the City, its officers, employees, agents, volunteers and representatives as additional insured(s) and shall include, but not be limited to protection against claims arising from bodily and personal injury, including death resulting therefrom and damage to property, resulting from any act or occurrence arising out of Consultant's operations in the performance of this Agreement, including, without limitation, acts involving vehicles. The amounts of insurance shall be not less than the following: single limit coverage applying to bodily and personal injury, including death resulting therefrom, and property damage, in the total amount of \$1,000,000 per occurrence, with \$2,000,000 in the aggregate. Such insurance shall (a) name the City, its officers, employees, agents, and representatives as additional insured(s); (b) be primary and not contributory with respect to insurance or self-insurance programs maintained by the City; and (c) contain standard separation of insureds provisions.
- b. Business automobile liability insurance, or equivalent form, with a combined single limit of not less than \$1,000,000 per occurrence. Such insurance shall include coverage for owned, hired and non-owned automobiles.
- c. Worker's Compensation Insurance. In accordance with the provisions of Section 3700 of the Labor Code, Consultant, if Consultant has any employees, is required to be insured against liability for worker's compensation or to undertake self-insurance. Prior to commencing the performance of the work under this Agreement, Consultant agrees to obtain and maintain any employer's liability insurance with limits not less than \$1,000,000 per accident.
- d. If Consultant is or employs a licensed professional such as an architect or engineer: Professional liability (errors and omissions) insurance, with a combined single limit of not less than \$1,000,000 per claim with \$2,000,000 in the aggregate.
- e. The following requirements apply to the insurance to be provided by Consultant pursuant to this section:
  - i. Consultant shall maintain all insurance required above in full force and effect for the entire period covered by this Agreement.
  - ii. Certificates of insurance shall be furnished to the City upon execution of this Agreement and shall be approved by the City.
  - iii. Certificates and policies shall state that the policies shall not be canceled or reduced in coverage or changed in any other material aspect without thirty (30) days prior written notice to the City.
  - iv. Where the amounts or coverage provided by the certificates of insurance provides coverage greater than those listed by this Agreement, the amounts provided by the certificates of insurance shall be incorporated by reference

into the Agreement.

- v. Consultant shall supply City with a fully executed additional insured endorsement.
- f. If Consultant fails or refuses to produce or maintain the insurance required by this section or fails or refuses to furnish the City with required proof that insurance has been procured and is in force and paid for, the City shall have the right, at the City's election, to forthwith terminate this Agreement. Such termination shall not affect Consultant's right to be paid for its time and materials expended prior to notification of termination. Consultant waives the right to receive compensation and agrees to indemnify the City for any work performed prior to approval of insurance by the City.

## **8. 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, which may 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 that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant.

## **9. 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.

## **10. 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.

#### **11. 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.

#### **12. 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.

#### **13. 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.

#### **14. 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.

#### **15. 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 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.

#### **16. 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 that fails to meet the standard of performance specified in the Recitals of this Agreement.

#### **17. 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.

#### **18. 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.

## **19. 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.

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

## **21. 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:

Nabil Saba  
Executive Director, Public Works Agency  
City of Santa Ana  
20 Civic Center Plaza (M-21), P.O. Box 1988  
Santa Ana, California 92702  
Fax: 714-647-5635

To Consultant:

Monument  
200 Spectrum Drive, Suite 300  
Irvine, California 92618  
Attention: Amber Costello, President  
ACostello@monumentrow.com

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.

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

**ATTEST:**

**CITY OF SANTA ANA**

\_\_\_\_\_  
Daisy Gomez  
Clerk of the Council

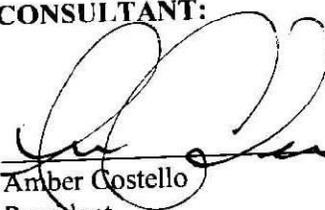
\_\_\_\_\_  
Kristine Ridge  
City Manager

**APPROVED AS TO FORM:**

SONIA R. CARVALHO  
City Attorney

By: Laura A. Rossini  
Laura A. Rossini  
Acting Chief Assistant City Attorney

**CONSULTANT:**

  
\_\_\_\_\_  
Amber Costello  
President

**RECOMMENDED FOR APPROVAL:**

\_\_\_\_\_  
Nabil Saba  
Executive Director  
Public Works Agency

**EXHIBIT A**  
**SCOPE OF SERVICES**

**Appendix  
ATTACHMENT 1  
SCOPE OF WORK**

**CITY OF SANTA ANA  
REQUEST FOR PROPOSALS  
FOR  
WATER RESOURCES RIGHT OF WAY ACQUISITION SERVICES  
RFP NO.: 20-091**

**Introduction and Background:**

The City of Santa Ana ("Santa Ana" or "City") is the county seat and the second most populous city in Orange County, California, with over 343,000 residents. It is the 57<sup>th</sup> most-populous city in the United States.

Santa Ana is located in Southern California, adjacent to the Santa Ana River, about 10 miles away from the California coast. Founded in 1869, the City is part of the Greater Los Angeles Area, the second largest metropolitan area in the United States with almost 18 million residents in 2010.

The City of Santa Ana Public Works Agency (PWA) is soliciting proposals for Water Resources Right of Way Acquisition Services. The City is looking for a multi-functional consultant/s to advise the City and provide real property acquisition, appraisal and related services.

The Consultant/s shall adhere to professional standards, the Uniform Act, Caltrans Right of Way Manual, FHWA requirements, and applicable laws and regulations.

This request for proposal (RFP) provides interested qualified firms with the information enabling them to submit a Service Bid Proposal and the services described herein.

**Description of Work:**

On as needed basis, the selected firm/s shall provide the City with the following services as described herein.

The selected Consultant/s will be expected to manage and control costs and resources, and complete work in adherence to the agreed upon project schedule and terms.

The consultant/s shall be able to provide the following tasks and not limited to: property appraisal, appraisal review, partial and full acquisition and relocation related functions, easements, temporary construction easements, disposition and excess of properties, negotiate price, identify and manage right of way needs, right of way engineering, development relocation plans and relocation services according to Relocation Law, negotiation with property owners and tenants, cost relocation analysis, right of way cost analysis, and related documentation preparation and management to right of way acquisition.

### **Coordination and Project Management:**

- The Consultant/s shall review the assigned project with City Staff, coordinate and review of all documents, and become familiar with the tasks related to the project.
- Develop feasible work plans and schedules to complete the services. Schedule should identify critical path tasks, and be updated prior to each monthly meeting.
- Conduct monthly meetings with the City Staff to discuss progress and project activities.
- Coordinate with City Staff and specialty consultants, and others to resolve project issues.
- Prepare progress status reports and presentations as needed
- Monitor and prepare update schedules, templates for appraisals, statements, agreements, acquisitions, relocations, and related information thereof.
- Establish and implement quality assurance and quality control documentation protocols with each of the deliverables.
- Attend City Council meetings (if necessary) and present

### **Appraisal Services:**

- Appraisals shall conform with the Uniform Relocation Assistance and Real Property Acquisition Act (Uniform Act) and Uniform Standards of Professional Appraisal Practice (USPAP).
- Prepare appraisals for all the parcels and properties as determined for each project.
- Develop opinion and cost for fee analysis for each project.
- Provide current preliminary title report with all exceptions.
- Provide plats, legal descriptions for project.

### **Appraisal Review Services:**

- As required by the Uniform Act, appraisals report must be reviewed by an independent appraisal reviewer.
- Prepare review report with findings and conclusions.
- Prepare "Statement of Just Compensation" to the City.
- For partial takes, (if any) document value of remaining property and impacts.

### **Acquisition Services:**

- Acquisition must occur within 30 days of appraisal approval.
- Upon City concurrence of Just Compensation, prepare offer letter and arrange meetings to discuss offer and acquisition.
- Prepare and manage right of way purchase process, coordinate appraisal, escrow, final settlement memorandum and related tasks to complete the right of way acquisition.
- Negotiate and be available to discuss acquisition with the owners and explain the process.

### **Additional Services:**

If requested, the Consultant/s shall provide the following services:

- Assist in utility relocation, street vacation and like matters
- Negotiate for loss of rent agreements, where applicable,
- Negotiate for rights of entry and environmental audits,
- Provide consultation services,
- Assist in clearing any encumbrances and or liens to title,

- Negotiate for loss of business goodwill, where applicable,
- Utility coordination and relocation, including franchises: telephone, cable, railroad, electrical (where applicable),
- Prepare right of entry documentation,
- Property Management, if applicable,
- Right of Way Certification, if applicable

All completed reports shall be certified to be correct and signed by the responsible parties doing the assigned work.

**General Requirements and Project Deliverables:**

- The selected firm/s shall submit to the City copies of all correspondence, contracts, appraisals, and all other reports related to the subject in connection with the project.
- The selected firm/s shall obtain all necessary permits, and licenses from the City and local jurisdiction prior to commencing any of the work.
- All work shall be performed to the specific project and or location as detailed in the notice to proceed and indicated by the City.
- All reports, analyses, and technical memoranda shall be submitted electronically to the City and include all the information as required.

\*A list of positions and hourly rates shall be included as part of the proposal and included in the seal bid package. See Attachment 4 – ADDITIONAL PROVISIONS for a sample breakdown.

**Consultant Responsibilities:**

The Consultant shall be able to comply with Caltrans Local Assistance Procedure Manual, Exhibit 10-K – **Consultant Annual Certification of Indirect Costs and Financial Management System**, and any other state audit and or federal government agency. This section is applicable to all federal funded related project related services.

**City Responsibilities:**

The City will provide information in its possession relevant to the preparation of the required information in the RFP. The City will provide only the staff assistance and the documentation specifically in referred to herein.

**EXHIBIT B**  
**CONSULTANT'S PROPOSAL**

**AGREEMENT TO PROVIDE ON-CALL RIGHT OF WAY ACQUISITION SERVICES  
FOR THE CITY OF SANTA ANA**

THIS AGREEMENT is made and entered into on this 15<sup>th</sup> day of December, 2020 by and between Overland Pacific & Cutler, LLC a Delaware limited liability company (“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 right of way acquisition services on an as needed basis.
- B. Consultant represents that Consultant 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:

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On an on-call 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. 20-091, which is attached as Exhibit A, and as more specifically delineated in Consultant’s proposal, which is attached as Exhibit B and incorporated in full.

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- a. City neither warrants nor guarantees any minimum or maximum compensation to Consultant under this Agreement. Consultant shall be paid only for actual services performed under this Agreement at the rates and charges identified in Exhibit C. Consultant is one of four (4) consultants selected to provide right of way acquisition services on an on-call basis under RFP 20-091. The total compensation for these services provided by all such consultants selected under RFP 20-091 shall not exceed the shared aggregate amount of \$550,000 during the term of the Agreement, including any extension periods.
- b. Payment by City shall be made within 45 days (forty-five) 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.

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This Agreement shall commence on the date first written above and terminate on December 14, 2023, unless terminated earlier in accordance with Section 17, below. The term of this Agreement may be extended for two 1-year periods upon a writing executed by the City Manager and City Attorney.

### **4. PREVAILING WAGES**

Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., (“Prevailing Wage Laws”), which require the payment of prevailing wage rates and the performance of other requirements on “public works” and “maintenance” projects. If the services being performed are part of an applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, and the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. Consultant shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

### **5. INDEPENDENT CONTRACTOR**

Consultant shall, during the entire term of this Agreement, be construed to be an independent contractor 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.

### **6. 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.

## 7. INSURANCE

Prior to undertaking performance of work under this Agreement, Consultant shall maintain and shall require its subcontractors, if any, to obtain and maintain insurance as described below:

- a. **Commercial General Liability Insurance.** Consultant shall maintain commercial general liability insurance naming the City, its officers, employees, agents, volunteers and representatives as additional insured(s) and shall include, but not be limited to protection against claims arising from bodily and personal injury, including death resulting therefrom and damage to property, resulting from any act or occurrence arising out of Consultant's operations in the performance of this Agreement, including, without limitation, acts involving vehicles. The amounts of insurance shall be not less than the following: single limit coverage applying to bodily and personal injury, including death resulting therefrom, and property damage, in the total amount of \$1,000,000 per occurrence, with \$2,000,000 in the aggregate. Such insurance shall (a) name the City, its officers, employees, agents, and representatives as additional insured(s); (b) be primary and not contributory with respect to insurance or self-insurance programs maintained by the City; and (c) contain standard separation of insureds provisions.
- b. Business automobile liability insurance, or equivalent form, with a combined single limit of not less than \$1,000,000 per occurrence. Such insurance shall include coverage for owned, hired and non-owned automobiles.
- c. **Worker's Compensation Insurance.** In accordance with the provisions of Section 3700 of the Labor Code, Consultant, if Consultant has any employees, is required to be insured against liability for worker's compensation or to undertake self-insurance. Prior to commencing the performance of the work under this Agreement, Consultant agrees to obtain and maintain any employer's liability insurance with limits not less than \$1,000,000 per accident.
- d. If Consultant is or employs a licensed professional such as an architect or engineer: Professional liability (errors and omissions) insurance, with a combined single limit of not less than \$1,000,000 per claim with \$2,000,000 in the aggregate.
- e. The following requirements apply to the insurance to be provided by Consultant pursuant to this section:
  - i. Consultant shall maintain all insurance required above in full force and effect for the entire period covered by this Agreement.
  - ii. Certificates of insurance shall be furnished to the City upon execution of this Agreement and shall be approved by the City.
  - iii. Certificates and policies, except for professional liability, shall state that the policies shall not be canceled or reduced in coverage or changed in any other material aspect without thirty (30) days prior written notice to the City. Consultant shall provide City thirty (30) days prior written notice to the City of cancellation, reduction in coverage or change in any other material aspect of Consultant's professional liability insurance coverage.

- iv. Where the amounts or coverage provided by the certificates of insurance provides coverage greater than those listed by this Agreement, the amounts provided by the certificates of insurance shall be incorporated by reference into the Agreement.
  - v. Consultant shall supply City with a fully executed additional insured endorsement.
- f. If Consultant fails or refuses to produce or maintain the insurance required by this section or fails or refuses to furnish the City with required proof that insurance has been procured and is in force and paid for, the City shall have the right, at the City's election, to forthwith terminate this Agreement. Such termination shall not affect Consultant's right to be paid for its time and materials expended prior to notification of termination. Consultant waives the right to receive compensation and agrees to indemnify the City for any work performed prior to approval of insurance by the City.

## **8. 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, which may 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 that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant.

## **9. 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.

## **10. 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.

## **11. 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.

## **12. 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.

## **13. 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.

#### **14. 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.

#### **15. 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 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.

#### **16. 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 that fails to meet the standard of performance specified in the Recitals of this Agreement.

#### **17. 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.

**18. 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.

**19. 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.

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

**21. 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:

Nabil Saba  
Executive Director, Public Works Agency  
City of Santa Ana  
20 Civic Center Plaza (M-21)  
P.O. Box 1988  
Santa Ana, California 92702  
Fax: 714-647-5635

To Consultant:

Overland Pacific & Cutler, LLC  
Attention: Brian Everett, CEO  
3750 Schaufele Avenue, Suite 150  
Long Beach, California 90808  
BEverett@opcservices.com

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.

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

**ATTEST:**

**CITY OF SANTA ANA**

\_\_\_\_\_  
Daisy Gomez  
Clerk of the Council

\_\_\_\_\_  
Kristine Ridge  
City Manager

**APPROVED AS TO FORM:**

SONIA R. CARVALHO  
City Attorney

**CONSULTANT:**

By: Laura A. Rossini  
Laura A. Rossini  
Acting Chief Assistant City Attorney

DocuSigned by:  
Brian Everett  
6F41F4B440704AC...  
Brian Everett  
CEO

[Signatures continue on the next page]

RECOMMENDED FOR APPROVAL:

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Nabil Saba  
Executive Director  
Public Works Agency

**EXHIBIT A**  
**SCOPE OF SERVICES**

**Appendix  
ATTACHMENT 1  
SCOPE OF WORK**

**CITY OF SANTA ANA  
REQUEST FOR PROPOSALS  
FOR  
WATER RESOURCES RIGHT OF WAY ACQUISITION SERVICES  
RFP NO.: 20-091**

**Introduction and Background:**

The City of Santa Ana (“Santa Ana” or “City”) is the county seat and the second most populous city in Orange County, California, with over 343,000 residents. It is the 57<sup>th</sup> most-populous city in the United States.

Santa Ana is located in Southern California, adjacent to the Santa Ana River, about 10 miles away from the California coast. Founded in 1869, the City is part of the Greater Los Angeles Area, the second largest metropolitan area in the United States with almost 18 million residents in 2010.

The City of Santa Ana Public Works Agency (PWA) is soliciting proposals for Water Resources Right of Way Acquisition Services. The City is looking for a multi-functional consultant/s to advise the City and provide real property acquisition, appraisal and related services.

The Consultant/s shall adhere to professional standards, the Uniform Act, Caltrans Right of Way Manual, FHWA requirements, and applicable laws and regulations.

This request for proposal (RFP) provides interested qualified firms with the information enabling them to submit a Service Bid Proposal and the services described herein.

**Description of Work:**

On as needed basis, the selected firm/s shall provide the City with the following services as described herein.

The selected Consultant/s will be expected to manage and control costs and resources, and complete work in adherence to the agreed upon project schedule and terms.

The consultant/s shall be able to provide the following tasks and not limited to: property appraisal, appraisal review, partial and full acquisition and relocation related functions, easements, temporary construction easements, disposition and excess of properties, negotiate price, identify and manage right of way needs, right of way engineering, development relocation plans and relocation services according to Relocation Law, negotiation with property owners and tenants, cost relocation analysis, right of way cost analysis, and related documentation preparation and management to right of way acquisition.

**Coordination and Project Management:**

- The Consultant/s shall review the assigned project with City Staff, coordinate and review of all documents, and become familiar with the tasks related to the project.
- Develop feasible work plans and schedules to complete the services. Schedule should identify critical path tasks, and be updated prior to each monthly meeting.
- Conduct monthly meetings with the City Staff to discuss progress and project activities.
- Coordinate with City Staff and specialty consultants, and others to resolve project issues.
- Prepare progress status reports and presentations as needed
- Monitor and prepare update schedules, templates for appraisals, statements, agreements, acquisitions, relocations, and related information thereof.
- Establish and implement quality assurance and quality control documentation protocols with each of the deliverables.
- Attend City Council meetings (if necessary) and present

**Appraisal Services:**

- Appraisals shall conform with the Uniform Relocation Assistance and Real Property Acquisition Act (Uniform Act) and Uniform Standards of Professional Appraisal Practice (USPAP).
- Prepare appraisals for all the parcels and properties as determined for each project.
- Develop opinion and cost for fee analysis for each project.
- Provide current preliminary title report with all exceptions.
- Proved plats, legal descriptions for project.

**Appraisal Review Services:**

- As required by the Uniform Act, appraisals report must be reviewed by an independent appraisal reviewer.
- Prepare review report with findings and conclusions.
- Prepare “Statement of Just Compensation” to the City.
- For partial takes, (if any) document value of remaining property and impacts.

**Acquisition Services:**

- Acquisition must occur within 30 days of appraisal approval.
- Upon City concurrence of Just Compensation, prepare offer letter and arrange meetings to discuss offer and acquisition.
- Prepare and manage right of way purchase process, coordinate appraisal, escrow, final settlement memorandum and related tasks to complete the right of way acquisition.
- Negotiate and be available to discuss acquisition with the owners and explain the process.

**Additional Services:**

If requested, the Consultant/s shall provide the following services:

- Assist in utility relocation, street vacation and like matters
- Negotiate for loss of rent agreements, where applicable,
- Negotiate for rights of entry and environmental audits,
- Provide consultation services,
- Assist in clearing any encumbrances and or liens to title,

- Negotiate for loss of business goodwill, where applicable,
- Utility coordination and relocation, including franchises: telephone, cable, railroad, electrical (where applicable),
- Prepare right of entry documentation,
- Property Management, if applicable,
- Right of Way Certification, if applicable

All completed reports shall be certified to be correct and signed by the responsible parties doing the assigned work.

**General Requirements and Project Deliverables:**

- The selected firm/s shall submit to the City copies of all correspondence, contracts, appraisals, and all other reports related to the subject in connection with the project.
- The selected firm/s shall obtain all necessary permits, and licenses from the City and local jurisdiction prior to commencing any of the work.
- All work shall be performed to the specific project and or location as detailed in the notice to proceed and indicated by the City.
- All reports, analyses, and technical memoranda shall be submitted electronically to the City and include all the information as required.

\*A list of positions and hourly rates shall be included as part of the proposal and included in the seal bid package. See Attachment 4 – ADDITIONAL PROVISIONS for a sample breakdown.

**Consultant Responsibilities:**

The Consultant shall be able to comply with Caltrans Local Assistance Procedure Manual, Exhibit 10-K – **Consultant Annual Certification of Indirect Costs and Financial Management System**, and any other state audit and or federal government agency. This section is applicable to all federal funded related project related services.

**City Responsibilities:**

The City will provide information in its possession relevant to the preparation of the required information in the RFP. The City will provide only the staff assistance and the documentation specifically in referred to herein.

**EXHIBIT B**  
**CONSULTANT'S PROPOSAL**

» OVERLAND PACIFIC & CUTLER, LLC

RFP No. 20-091  
Water Resources  
Right of Way  
Acquisition  
Services

Due: October 8, 2020 by 3 PM  
Valid: For a minimum of 90 days



Presented to:

City of Santa Ana  
Public Works Agency  
20 Civic Center Plaza  
Santa Ana, CA 92701



OPC Contact:

Brian Everett  
Chief Executive Officer  
Main : 562.304.2000  
Direct : 562.304.2060  
E : [beverett@opcservices.com](mailto:beverett@opcservices.com)  
[www.OPCservices.com](http://www.OPCservices.com)



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SECTION 1.

# Statement of Qualifications



City of Santa Ana, Bristol Street Widening Project



## a. Cover Letter

October 8, 2020

Mr. Armando Fernandez  
Project Manager  
City of Santa Ana  
Public Works Agency  
20 Civic Center Plaza  
Santa Ana, CA 92701

Re: RFP No. 20-091 - Water Resources Right of Way Acquisition Services

Dear Mr. Fernandez:

**Overland, Pacific & Cutler, LLC, (OPC)** is the best choice for the City of Santa Ana Public Works Agency (PWA) to provide a variety of right of way and related real estate services. We provide the majority of in-house services outlined in the RFP to meet your future needs.

We have highlighted the key themes of our proposal herein, providing the PWA with an overview of OPC's quality of work, level of expertise, and dedication to serving the needs of local municipal agencies.

Since 1980, OPC has provided exceptional right of way, relocation, and related real estate services for a wide range of public agencies, private developers, non-profit organizations, housing, and transportation authorities. OPC understands how to build and develop relationships between public organizations and the private sector.

OPC has worked with the City of Santa Ana since 1998. Services provided have included acquisition, relocation assistance, relocation plans, cost estimates, property management, and related services. It is our goal to continue building on this long-standing relationship. We look forward to providing superior service to the PWA on its future assignments. As demonstrated in our submittal, OPC offers the PWA the following qualifications:

- **Track Record of Experience:** 40 years of experience providing acquisition, relocation, and related services on behalf of public and private agencies throughout California. Similar projects are included on pages 25-29.
- **Local Presence & Responsiveness:** Services will be performed in our Long Beach office and staffed with a dedicated project team.

Headquartered in Long Beach, OPC provides responsive project-specific services, on-call support, and ongoing staff augmentation to fulfill the right of way needs of local public agencies such as the City of Santa Ana Public Works Agency (PWA)

\*Turnkey R/W Services

\*R/W Acquisition, Relocation, Escrow, Utility Coordination, and Engineering Staff

\*Local, Responsive Team



Mr. Armando Fernandez  
City of Santa Ana  
Public Works Agency  
Page 2 of 2

- **Qualified Team:** An experienced team (organizational chart on page 10) with proven success providing similar services to local agencies, as outlined in their resumes located in the Appendix.
- **OPC's reputation for professional integrity and competence:** References from similar municipal agencies are included on pages 25-27.

We are committed to providing exceptional service to the City. Mr. Roy Guinaldo, Senior Project Manager, will act as the primary point of contact for the PWA. He can be reached in OPC's Corporate Headquarters at 3750 Schaufele Avenue, Suite 150, Long Beach, CA 90808, direct telephone **562.304.2028**, toll free **800.400.7356**, and via email at [rguinaldo@opcservices.com](mailto:rguinaldo@opcservices.com).

As CEO of OPC, I am authorized to sign this proposal and have legal authority to bind the firm to a contract. I am located in OPC's Corporate office at 3750 Schaufele Avenue, Suite 150, Long Beach, CA 90808, main telephone **562.304.2000**, direct at **562.304.2060**, and email [beverett@opcservices.com](mailto:beverett@opcservices.com). I am confident that OPC represents the best choice to help you achieve your project objectives and look forward to supporting the PWA on its future assignments.



Brian Everett, CEO  
OPC's Corporate Headquarters  
3750 Schaufele Avenue, Suite 150  
Long Beach, CA 90808  
Direct: 562.304.2060  
Email : [beverett@OPCservices.com](mailto:beverett@OPCservices.com)

Sincerely,

A handwritten signature in black ink that reads 'Brian Everett'.

Brian Everett, CEO  
Broker-in-Charge  
OPC

## b. Contract Agreement Statement

OPC has reviewed the Contract and we have outlined the following exception to its provisions:

On page 21 - OPC's Professional Liability only gives 30 days notice of cancellation to first named insured:

- e. The following requirements apply to the insurance to be provided by Contractor pursuant to this section:
- (i) Contractor shall maintain all insurance required above in full force and effect for the entire period covered by this Agreement.
  - (ii) Certificates of insurance shall be furnished to the City upon execution of this Agreement and shall be approved by the City.
  - (iii) Certificates and policies shall state that the policies shall not be cancelled or reduced in coverage or changed in any other material aspect, by Contractor, without thirty (30) days prior written notice to the City.
  - (iv) Contractor shall supply City with a fully executed additional insured endorsement.

with the exception of professional liability

## c. Firm and Team Experience

### ■ ABOUT OPC

Our track record of **innovation, technical expertise, responsiveness, and effective data management** helps clients like the PWA quickly resolve real property transactions for timely project completion. OPC's clients include public works departments, transportation authorities, housing developers, utilities, and other infrastructure providers. Local, regional, state, and federal agencies call upon OPC for reliable real estate services to address their most challenging assignments.

### ■ WHY WE'RE BETTER

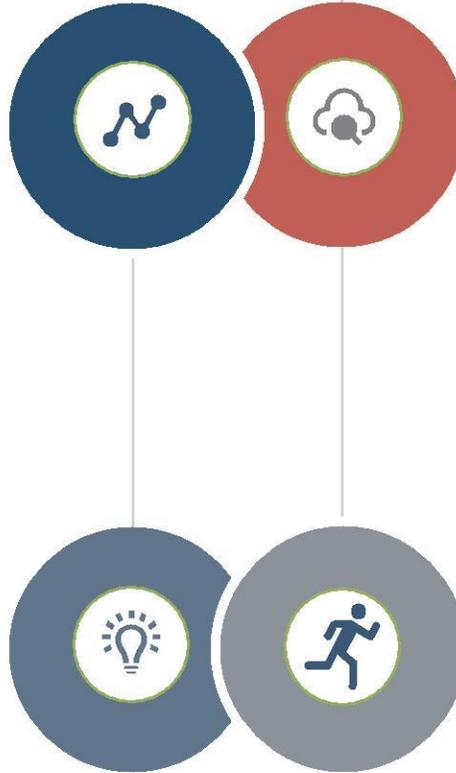
For 40 years, OPC has had an **exclusive focus on public infrastructure right of way (R/W) acquisition** and related property services. Led by Roy Guinaldo, a **Sr. Project Manager and Broker based in our Long Beach office**, the local OPC team has completed numerous R/W acquisition programs for **similar agencies throughout Southern California** and beyond.

#### INNOVATION

Client communication and real-time transparency into the progress of our work is our top priority. For that reason, we built a state-of-the-art right of way management tool called ProjectOne®. ProjectOne® gives OPC clients access to up-to-date, real-time information via a secure site that you can simply login to at any time. The standardization of documents and processes assures regulatory and jurisdictional consistency.

#### TECHNICAL EXPERTISE

OPC retains highly educated, experienced, and devoted full-time staff. Our expertise includes 110 personnel made up of Senior Right of Way Agents (SR/WA), right of way professionals, designated Right of Way Relocation Assistance Certified (R/W-RAC) professionals, and a company track record spanning 40 years.



#### DATA SHARING

Through our real-time, automated right of way management platform ProjectOne®, OPC can share with the City all of our right of way procurement activities so that you always have parcel status information that you need. This system proves crucial as cities adjust their operations during the current COVID-19 pandemic. Should future lockdown orders or other unforeseen circumstances impact our community, OPC has the systems in place to keep our projects moving.

#### RESPONSIVENESS

At OPC, our goal is to ensure at any point in time you know exactly how your project is progressing and the schedule of upcoming events. Every client, and every project, is extremely important to us.

OPC knows that proven public infrastructure R/W acquisition experience is vital to the PWA. We fulfill all of the requirements of the RFP, assuring timely negotiations, valuable expertise, and accurate files.



OPC provides turnkey right of way delivery for locally funded, State-funded, and Federally-funded projects.



The OPC team adheres to all professional standards and ethics, and all other applicable laws and regulations. All services are performed in accordance with the regulations and standards of the acquiring agency and the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA or Uniform Act), as amended, and the URA regulations (effective as of February 2005). Our personnel have an excellent working knowledge of Title 49 Code of Federal Regulations (CFR) Part 24, State of California Eminent Domain Law, Uniform Standards of Professional Appraisal Practice (USPAP), and other federal guidelines, policies, and procedures.

This extensive background and experience has resulted in OPC becoming the preferred real estate service provider for cities, counties, and public works across California, including:

#### WATER & UTILITY AGENCIES

- Yorba Linda Water District
- LA Dept. of Water & Power
- South Coast Water District
- San Diego County Water Authority
- Friant Water Authority
- Alameda County Water District
- Sacramento Suburban Water District
- Santa Clara Valley Municipal Water District
- Pacific Gas & Electric
- San Diego Gas & Electric
- Southern California Gas Company
- Southern California Edison

#### CITY AGENCIES

- City of Santa Ana
- City of Anaheim
- City of Buena Park
- City of Garden Grove
- City of Irvine
- City of La Habra
- City of Laguna Beach
- City of Laguna Hills
- City of Laguna Niguel
- City of Mission Viejo
- City of Stanton
- City of Tustin



## Percentage of Devotion to the Project

As a specific project has not been defined, the percentage of time the key staff will devote to the team is to be determined. However, on a acquisition assignment, project staff allocation percentages would be typically as follows:

- Broker-in-Charge = 5%
- Senior Project Manager = 20%
- Senior Agent = 30%
- Agent = 35%
- Project Coordinator/Administrative = 10%

*Percentages represented are approximate.*



## Management Commitment

OPC Brokers Brian Everett, CEO, and Roy Guinaldo, Sr. Project Manager, will provide oversight of all acquisition activities. Roy will provide project management, participate in coordination meetings, and prepare updates to status reports and schedules. He will also act as the day-to-day coordination with the PWA, provide project team coordination, and interface with federal and state oversight agencies.



“ OPC has a depth of expertise and can successfully deliver right of way services.

*Tim Byrne, Project Delivery Manager  
San Bernardino County Transportation Authority*

OPC stands ready to provide the PWA with quality consultant services. Our team brings a combination of resources to assure the success of your projects.

## d. Understanding of Need

### ■ ALIGNING WITH PWA'S GOALS

The City of Santa Ana Public Works Agency (PWA) provides infrastructure improvements throughout a growing community with a diverse population. To accommodate ongoing project needs, the City of Santa Ana Public Works Agency (PWA) is seeking the services of an experienced, multi-functional consultant to provide acquisition, relocation, appraisal and review, and a variety of related services. OPC has a qualified team assembled to provide the requested services in a one-stop-shop to ensure the PWA's project success.

It will be essential that the PWA has a trusted R/W partner onboard. As a turnkey R/W specialist firm for the past 40 years, OPC is ready to deliver timely, responsive, cost-competitive on-call consulting services to the PWA. Together with our proposed team and appraisal subconsultants, we can provide every services as defined in the Scope of Work.

As highlighted in this section, OPC's approach to the work required in the RFP is based upon providing a variety of real estate services that are the best value and the most advantageous to the PWA and its constituents.

We will follow an integrated approach emphasizing proactive coordination with City directors, project manager, and legal counsel during all tasks. OPC has provided a variety of right of way and related services to the City of Santa Ana, and has on-call contracts with several local city and Orange County clients.

Our contracts require a commitment to positive relationships to meet projects needs to make each work order a success.

OPC sets itself apart from our competitors through our in-house, turnkey R/W services, including acquisition, relocation, real estate consulting, and related services, providing public agency clients with cost-effective, project solutions.

## Diverse, Multi-Lingual Staff with Technical Expertise

***Our diverse OPC team matches the diversity of the population we serve.*** Approximately 35% of our staff is bilingual in both Spanish and English in addition to a dozen of additional languages that our staff can speak to assist in the communication of the population we serve. OPC provides the PWA with a team of highly educated, experienced, and devoted full-time staff. Our team includes a range of professionals who can provide all of the services outlined in the RFP, including:

- Certified California licensed Real Estate Brokers and Salespersons
- California licensed Real Estate Appraisers, holding MAI designation
- Designated Senior Right of Way (SR/WA) and Right of Way Relocation Assistance Certified (R/W-RAC) professionals.

# Services and Approach

## OPC'S AVAILABLE SERVICES

OPC provides a variety of right of way and real estate services to support your projects. The following identifies the services available from OPC, along with additional or supplemental services provided by the firm.



### OPC's In-House Services relevant to the PWA'S RFP

- Project Management
- Partial and Full Acquisition
- TCE's
- Rights of Entry
- Property Disposition
- Relocation Assistance
- Relocation Plans
- R/W Cost Analysis
- Title & Escrow Coordination
- Title Clearance
- Utility Coordination
- R/W Cost Estimating
- Property Management

### OPC's Subconsultant Services:

- Appraisal
- Appraisal Review
- Business Goodwill

### Additional OPC services:

- Staff Augmentation
- Commercial and Industrial Surveys
- Replacement Housing Surveys
- Rent Control Compliance
- Regulation Audits and Inspection Services
- Eminent Domain Support
- Expert Witness Testimony
- Boundary and Title Analysis
- R/W Schedule Development
- Parcel Mitigation Strategies
- Special Studies and Cost Analysis
- R/W Risk Management
- Legal Description Preparation
- Plat Map Exhibits
- Encumbrance Mapping and Analysis
- R/W Engineering Services
- Caltrans Right of Way Data Sheets
- Right of Way Certification
- Project Close-Out

## METHODOLOGY AND APPROACH

### PROGRAM MANAGEMENT

OPC's Program Management approach will start with a meeting with PWA staff to determine the project requirements and objectives and establish approved forms to be used in the program. We will establish lines of communication and reporting and establish reporting requirements. OPC will create a comprehensive R/W Plan in compliance with the PWA's adopted R/W Policies and prepare a more refined schedule for completing the work. OPC's R/W Plan and schedule will list each task and identify the activities that must be accomplished.



To make sure that all members of the team are in agreement as to the PWA's desired process and timeline, OPC's assigned task order Project Managers are responsible for:

Our approach to project management will include:

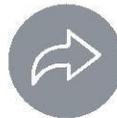
- Manage and attend meetings for Project Delivery, City/PWA meetings, Advisory Committee meetings, and other public stakeholder's meetings.
- Preparation of tracking reports to monitor completion of project milestones.
- Preparation/presentation of monthly written status reports.
- Coordination with federal/state oversight agencies.
- Prepare a risk registry with foreseeable challenges to budget/schedule (and list of viable solutions).
- Comprehensive initial project planning, including policy and budget analysis
- Tracking/managing all budgetary-related, recordkeeping, and regulatory compliance aspects of the project associated with OPC's Scope of Work.
- Maintaining OPC's ProjectOne® platform. More information on ProjectOne® on the following page.
- Assisting with development of administrative policies, procedures, and forms.
- General consultation/
- Project coordination with PWA and project team



Tracking and managing all budgetary-related aspects of the project associated with OPC's Scope of Work. Providing as-needed status updates to the PWA via email or telephone. Status reporting will be handled by the assigned Project Manager.



Preparation of tracking reports that monitor the completion of tasks, payments, and tenant move outs through OPC's ProjectOne® system.



Preparation of a final summary report for the PWA regarding the relocation process. Report will be accompanied with all relevant documents.

OPC Project Manager to provide QA/QC of all staff and work product associated with the Project.

Well  
Planned  
Appraisal

Factually  
Supported  
Offer

Timely  
Relocation  
Counseling

Voluntary Acquisition

Avoid Condemnation



## RIGHT OF WAY ACQUISITION SERVICES



### ACQUISITION APPROACH

All services are performed in accordance with the regulations and standards of the acquiring agency and the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and the URA regulations that became effective in February 2005. Our personnel have an excellent working knowledge of Title 49 Code of Federal Regulations (CFR) Part 24, State of California eminent domain law, as well as Caltrans Right of Way Manual Acquisition guidelines.

We will personally contact each affected owner in person (as reasonably possible) and represent the PWA and its intended program. We will orchestrate all questions and concerns with our the PWA contact and will be the proactive middleman between the PWA and each landowner. Negotiations will follow the path of good-faith negotiations utilizing an integrative approach for maximum results. Our team members are skillfully trained in this type of negotiation and have mastered the art of win-win settlements. The benefits are cost effectiveness and a reduction in project delays (due to fewer court actions and adherence to project scheduling). This results in an increase in the public's confidence in the PWA. Our objective is to build trust on your behalf.

We will provide timely responses to the verbal or written inquiries of any property owner, lessee, licensee, occupant, or other holder of a compensable interest, as applicable, not more than five (5) working days after the inquiry. We will prepare acquisition packages in accordance with the PWA's policies to include an offer letter, summary statement, Memorandum of Agreement, property plat/sketch, and PWA's acquisition brochure.

The most important aspect of acquiring private property under the threat of eminent domain is to establish and maintain a good, respectful and trusting relationship with the property owner. These relationships go a long way to ensure a timely, cost-efficient and fair outcome both for the successful completion of the project as well as the continued support and satisfaction of the communities it serves. Our goal is always to achieve a "win – win" result for all right of way activities. From the outset, OPC's staff will begin the process of establishing a close rapport and professional relationship with those affected by the project, opening the all-important communication channel to answer questions, calm fears, discredit rumors, and give accurate information related to Project scheduling objectives, progress, and outcomes.

Upon establishment of just compensation by the PWA (which will be made prior to the initiation of negotiations), OPC will craft individual offer and agreement packages for each needed ownership and have them signed by the PWA's authorized representative prior to presentation of First Written Offers (FWO). Every effort will



#### CONTACT



#### NEGOTIATION

be made to present the FWO in person (when possible) within one week of the approved appraisal with an outside window of no more than 30 days.

Offers will be presented to all parties with a compensable interest, including property owners and occupants (tenants/lessees) owning improvements pertaining to the realty. If a meeting cannot be arranged, the acquisition agent will attempt to make telephone contact with the property owner, prior to sending the FWO package by mail (return receipt requested) and follow up with calls (personal meetings, when able, with social distancing). FWO packages will include a summary appraisal statement or full appraisal where required by law, and an information pamphlet on eminent domain. The appraisal report and all offer documents will be explained in detail and reviewed with the property owners and, if necessary, tenants with a compensable interest. Agents will continue their "good faith negotiations" and follow in-person meetings, as necessary, with written correspondence, counter-offer packages (if any), purchase agreements, easements, grant deeds and other documents necessary to complete the acquisition.

The acquisition agent will respond to all questions about the offer and process and will maintain phone and/or personal contact with owners to facilitate settlements. Our experience has shown us that personal contacts increase the likelihood of amicable settlements. Acquiring

property through negotiated settlements may necessitate greater levels of effort and, where appropriate, will continue even after pre-condemnation proceedings have been initiated. When a conditional settlement has been reached that is subject to review and approval by the PWA, the acquisition agent will provide the PWA with a written report for consideration. If an administrative settlement appears to be prudent, reasonable and in the public interest, the acquisition agent will prepare a settlement discussion memorandum reviewing the issues and providing support for any settlement beyond the approved appraisal amount.

If a settlement with owners and other required interests is reached pursuant to the PWA's approved appraisal or an administrative settlement, the acquisition agent will prepare a Memorandum of Settlement (MOS). After being checked for quality and consistency, the MOS will be transmitted to the PWA within one week of receiving the owner's signature on the required documents. Conditions of title and escrow instructions, including title exceptions, will be reviewed and the disposition of each exception will be addressed in the MOS and escrow instructions to the title company. OPC agents will coordinate escrow with the PWA's preferred title company, including securing reconveyance and subordination agreements as necessary, and obtain title insurance policies after the close of escrow. OPC agents will complete all final close-out work per the PWA's requirements.

## RIGHT OF ENTRY (ROE)

OPC will provide the needed Right of Entry (ROE) services. Our firm is highly-experienced in this scope of work and we have obtained hundreds of ROE for OPC's projects. OPC will confirm the number of separate Right of Entry permits required for the PWA's assignment. The following outlines briefly the scope of work expected in obtaining ROE permits:

1. Draft Right of Entry (ROE) documents and secure approval as to form from the PWA.
2. Establish personal contact with property owners, wherever possible; present details of ROE.
3. Negotiate with property owners and secure execution of required agreements.
4. Provide regular status updates to any relevant parties associated with the Project Team.
5. Facilitation of any payments from the PWA to private property owners, via mail.
6. Reasonable assistance to project survey team with special owner request and access concerns.





## REAL ESTATE CONSULTANT SERVICES



We are confident in our ability to deliver real estate consultant services and a timely, successful outcome.

The PWA may know OPC as a right of way firm, but OPC also provides a variety of real estate consultant services to public agencies throughout the western United States. The following ancillary real estate services including Property Disposition, Surplus Land Sales, Market Analysis, Feasibility Studies, Property Searches, and Professional Broker's Opinion of Value (PBOV).



FOR  
SALE

OPC has been in the real estate services market for 40 years which allows us connections, contacts, and clients throughout California and our strong market presence. We have contacts with residential and commercial realtors,

commercial and residential developers, and lenders as a result of providing 40 years of relocation services for municipalities and private developers. To generate interest, we capitalize on our long-term relationships with lenders and developers.

Identifying the highest and best use of a property translates into the strongest value for the PWA.

Our real estate strategy involves analysis of properties for sale, while targeting buyers/developers that have the ability to move forward with the purchase.

A value-based determination will be made using our own feasibility analysis (backing into a property value based upon a fair development return, versus a timely close).

Market comps aid in the determination of pricing and targeted buyers. While quick sales are always the focus of the marketing effort, targeting buyers that share the goals and objectives of the PWA is also our primary goal.

As to the method and means of exposure, prospective buyers are provided with detailed marketing packages for a property inclusive of title information, maps and aerials, demographic trade area data including business and daytime population, traffic counts, proposed development plans (if available), and other relevant information.

Direct submittal to buyers are sought first to maximize property returns, and after an agreed upon period, we market to the brokerage community via direct email blasts (with each property package downloadable via the internet for registered buyers).

As a firm working almost exclusively with governmental agencies, we have built long-standing relationships with housing developers and other agencies that may have an interest in the purchase of certain properties, along with connections with engineering firms and a large network of entities that may have interest in special use properties.

Traditional commercial brokerage firms cannot bring such extensive experience working alongside public agencies.



## RELOCATION SERVICES



### RESIDENTIAL RELOCATION

All displacees will receive advisory assistance referrals to replacement sites. We have decades of experience and have developed techniques to relocate hard-to-house displacees into DS&S housing. We will explain the relocation process and how reimbursement for actual, reasonable, necessary, and eligible expenses will occur, including the steps necessary to document and verify their entitlement. Our relocation team will search for replacement housing that meets the family size and the work/school/church needs that are within their financial means. Once a replacement site has been identified and secured, we will help the displacee obtain moving bids from eligible, licensed, and qualified moving contractors that we have fully vetted.

Our relocation team excels because of our compassionate relocation advisors. Team members have experienced and worked through hardships with displaced families and are equipped to implement a smooth transition into a new home. OPC agents will conduct a walk-through of the vacated property to ensure that it has been left in a swept – clean state and that no personal items have been left behind, particularly furnishings or hazardous waste that will require the PWA to dispose of. Also, unless negotiated ahead of time, we inspect to make sure built-in appliances or other attached items that were part of the appraised value/purchase price have not been removed.

### BUSINESS RELOCATION

Our agents have a primary goal of trying to keep viable businesses going. As business professionals ourselves, we like to seek out all angles for the continued operation of the business. We spend the time required with an owner or tenant to try and find out what makes their business successful and incorporate those factors into our site search criteria. This approach is usually rewarded in terms of fewer businesses “going out of business” yielding fewer claims for loss of business goodwill, which is one of the foundational risks of relocating businesses in California. Our approach recognizes the types of businesses that have goodwill loss potential, so we can assign adequate resources to either 1) mitigate the loss, or 2) defend a false claim by the business’ legal counsel.

OPC will explain the relocation process and how reimbursement for actual, reasonable, necessary, and eligible expenses will occur, including the steps necessary to document and verify entitlement. Business owners will be given all required documentation needed to submit a claim, along with an explanation for each. Our search for a replacement site will consider all factors that will minimize their loss of patronage, zoning and permitting restrictions, specific licensing territories (manufacturers sometimes license or assign a specific retail or distribution area to a retailer to restrict competition), franchise restrictions, access issues, etc.

## TITLE & ESCROW SERVICES

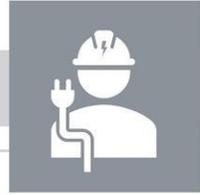
OPC will support the PWA's projects with title and escrow coordination services, as follows:

- Secure copies of recorded back-up documents, as needed.
- Share preliminary title information with right of way engineer, surveyor, and real estate appraisers for their use on the project.
- Prepare list of title exceptions to be cleared; confirm manner of disposition is consistent with approved project plan.
- Facilitate changes to preliminary title reports after the preparation of the legal descriptions, if necessary for partial acquisition projects.
- Secure vesting deeds, property profile, and tax map for each property.
- Secure preliminary title reports (PTRs) for each property acquisition. PTRs will be updated within one year of receipt, at no additional cost unless an ownership change has occurred. If an acquisition goes through escrow, the PTR will be updated at the opening of escrow and a title policy will be issued at close of escrow. If an acquisition goes into to condemnation, the PTR will be upgraded to a Litigation Guarantee at an additional cost from the Title Company.





## UTILITY COORDINATION



OPC's Utility Coordination service addresses the relocation of utility poles, as well as varying lengths of accompanying underground utility facilities, vaults, and appurtenances. Our utility coordinators work from inception of the Right of Way Data Sheets through to the delivery of Right of Way Certification and Post-Certification activities, such as project closeout/acceptance. Functions include coordinating with project engineering with efforts made to identify and mitigate or prevent utility relocation.

The utility coordinator participates, as needed, in project meetings either in person or via conference call. Potholing/daylighting activities are coordinated with the utility owners. An active reporting relationship is developed and maintained with the various project engineers, including all of the utility owners.

Cost liability will be established in accordance with applicable Caltrans and Federal codes and requirements. The utility coordinator will develop individual Reports of Investigation, Notices to Owner (and, when applicable), Utility Agreements and inclusion in the Right of Way Certification project milestone (if applicable).

Coordination will be provided between the project construction Resident Engineer and the Utility Owners for any relocation activities scheduled to take place during project construction. OPC's coordinator reviews bills from utility owners for payment by the City. Finally, close-out activities are performed for utility relocation files.

## Four Decades of Successful Real Estate Services to Public Agencies



They are reliable and very professional. The OPC team ALWAYS exceeds our contractual expectations.

**Gabriela Nevins, Project Manager**  
San Diego Housing Commission



## PROPERTY MANAGEMENT



OPC has provided property management services to public agencies, transportation authorities, and private developers for more than 25 years, including services to the City of Santa Ana. We have managed all types of properties including market rate and affordable housing, mobile home parks, retail centers, office and industrial parks, vacant lots, and storage facilities.

Rent collections and reporting functions are handled by dedicated property managers and/or financial specialists who establish client trust accounts, collect and deposit rents, prepare operations checks for second-party signature, prepare rent rolls and tenant ledgers, and reconcile account statements.

Our property managers send late notices and interact with tenants on anything relating to rents or deposits owed or paid.

Maintenance, inspections, and repairs are handled by OPC's Property Maintenance team and list of qualified vendors. This team handles a variety of service calls such as landscape maintenance, hauling, clean-outs, tenant make-ready's, graffiti removal, and board-ups.

Our property management team offers:

- Pre-close inspections
- Negotiation of interim leases
- Rent collections
- Property monitoring for unsafe conditions or violations
- Coordination of removal of any hazardous materials
- Demolition management and coordination
- Management and coordination of all property maintenance

## Post Possession Interim Management

- Prepare and deliver rental agreements tailored to project objectives (if desired).
- Collect and deliver monthly rent payments to the PWA.
- Prepare and deliver required notices.
- Administer emergency and unsafe condition repairs.
- Contract for on-going building and ground maintenance.
- Coordinate payment of vendor fees and utility bills.
- Collect keys and verify abandonment.
- Provide monthly reporting to the PWA.

## Post Possession Site Control

- Contract board-up, fencing, security services.
- Utility disconnection and meter removal.
- Asbestos and demolition cost estimates.
- Coordination of asbestos abatement and demolition contractors.
- Collection of keys and abandonment verification.
- Monthly reporting to the PWA.

## DELIVERABLES

Deliverables for the Scope of Work will include:



### Program/Project Management

- Monthly status reports
- Schedule updates
- Acquisition Matrix/Report

### Preliminary Title Reports

- PTRs and Underlying Documents

### Right of Way Acquisition Services

- Appraisal Reports/Reviews
- Waiver Valuations
- Written offers of Just Compensation
- Executed Deeds
- Right of Way Agreements
- Condemnation Services

### Appraisal Services

- Copies of all Appraisal Reports
- Copies of Appraisal Review Reports

### Utility Relocations

- Preliminary Utility Plans
- Final close-out utility parcel files
- Relocation Claim Letters/responses, Notice to Owners
- Utility Agreements
- Amended Utility Agreements
- Reports of Investigations

### Escrow and Recording Services

- Final/Closed Escrow Documents
- Signed Purchase Agreements
- Other Escrow Related documentation
- Recorded Deed
- Policy of Title Insurance

### Rights of Entry

- Signed ROE Agreements

All deliverables become the property of the City of Santa Ana Public Works Agency.

## e. Project Experience / f. References

The next pages outline our experience providing similar services for public sector clients, with references and year completed.

### LA DEPT. OF WATER & POWER, RIVER SUPPLY CONDUIT IMPROVEMENT

The River Supply Conduit Improvement Upper Reach (RSCIUR) was an improvement to Unit 7 and consisted of installing 13,255 linear feet of 78-inch diameter pipeline, primarily within the tunnel. LADWP tasked OPC with acquiring 74 easements for the project. We completed the acquisitions on time and within budget.

The original River Supply Conduit (RSC) was built in the 1940's and responsible for transporting substantial amounts of water from the Northeast Valley to the Central City area in the Los Angeles region.

The project replaced approximately 30,000 linear feet of the RSC that runs between North Hollywood Pump Station and the Headworks Spreading Grounds site with a larger diameter steel pipe.

YEAR COMPLETED: 2019

1

Ron Davis  
Sr. Real Estate  
Officer

LOS ANGELES  
DEPARTMENT OF  
WATER & POWER

Tel: 213.367.0557

Ron.Davis  
@ladwp.com

### SAN DIEGO COUNTY WATER AUTHORITY, PIPELINE 3 RELINING PROJECT

This project rehabilitated approximately four miles of Pipeline 3 between Lake Murray and Sweetwater Reservoir in San Diego County. The Authority Relined the pipeline by excavating 25-foot-by-60-foot sections and installing steel liners through the length of the pipe. Most construction activities occurred at these access portals, which the County spaced approximately 525 to 2,500 feet apart. SDCWA tasked OPC to perform acquisition services for workspace and laydown yards for the portals through residential/commercial areas.

There were approximately 21 properties affected by this project. The SDCWA also rehabilitated existing pipeline access structures as part of this project.

YEAR COMPLETED:  
2017

2

Nick Von Gymnich  
Sr. R/W Agent

SAN DIEGO  
COUNTY WATER  
AUTHORITY

Tel: 858.522.6910

NvonGymnich  
@sdcwa.org

## ■ SOUTH COAST WATER DISTRICT, SO. LAGUNA TUNNEL STABILIZATION

A two-mile sewer tunnel that was built in 1954 runs deep inside the ocean-facing cliffs in South Laguna, CA. The tunnel houses a sewer line that conveys one million gallons of wastewater a day by gravity flow to the Coastal Treatment Plant in Aliso Canyon. The volume of wastewater carried by the line is approximately 25% of the District's daily load. The tunnel was undersized, deteriorating, and unsafe, posing risks of injury to workers and risks of damaging or breaking the sewer line itself, potentially causing a sewage spill onto the beaches along the two-mile coast.

OPC acquired upgraded easements, new easements, access rights, and fee interests from 214 beach-front property owners along the 2-mile length of existing sewer tunnel. Our program management capabilities for this large parcel project were enhanced by OPC's SharePoint project management site.

The District allowed OPC's phased program with stepped-up levels of effort consistent with the values of the property rights to be acquired and impacts to the land. OPC was able to contain condemnation proceedings to a handful of residents who were fundamentally opposed to the project – which was a \$20 million litigation expense savings from the original services cost estimates.

YEAR COMPLETED:  
2013

# 3

Betty Burnett  
General Manager

(now with)  
SOUTH ORANGE  
COUNTY  
WASTEWATER  
AUTHORITY  
Tel: 949.234-5400

bburnett  
@socwa.com

## ■ FRIANT WATER AUTHORITY, FRIANT-KERN CANAL

The Friant-Kern Canal Middle Reach Capacity Correction Project is a joint effort of Friant Water Authority and the Bureau of Reclamation. The project seeks to address needed repairs to 33 miles of the 153-mile-long Friant-Kern Canal, which has lost more than 50% of its design capacity due to land subsidence caused by groundwater overdraft conditions that occurred during California's 2011-2019 drought. The proposed project includes construction of a new parallel canal immediately to the east of the existing Friant-Kern Canal to improve the water flow of the canal in Tulare and Kern counties.

Currently in the design phase, OPC is providing coordination and management to resolve utility conflicts identified by the design and acquisition team (Stantec and Bender-Rosenthal, respectively). OPC estimates 61 utility conflicts between 20 different irrigation districts and third-party utility owners, resulting in 45 Utility Agreements (UAs), 20 Amended UAs and 30

conveyance documents (Joint Use/Consent to common Use Agreements, utility easements). OPC will act as the primary point of contact with all utility owners, actively participate in the design of the project, mitigate issues with BRI and the Design Team, issue Notice to Owner to relocate utility, prepare utility agreements, assist in obtaining permits, ensure all easement and property rights have been property conveyed to utility owners, prepare deed jackets, and provide final close out utility parcel file to the Authority.

YEAR COMPLETED: Ongoing

# 4

Linda Lee, PMP  
Principal Project  
Manager

BENDER  
ROSENTHAL  
(PRIME)

Tel: 916.978.4900,  
ext. 204

l.lee  
@benderrosenthal.  
com

## PROJECTS FOR CITY OF SANTA ANA



OPC has worked with the City of Santa Ana for over **20 years**. Throughout that time, we have provided all of the services outlined in the PWA's RFP. The following includes just a few project highlights:

The ***Bristol Street Widening Project*** has progressed over several phases. OPC performed cost estimates, acquisition, relocation, and property management services associated with different phases of this project. Most recently, OPC is working on the Bristol Street

Widening Project - Phase III A and B, managing all acquisition and relocation services associated with these phases as well as property management. OPC managed, maintained, and monitored vacant land and structures on behalf of the City as part of the project. Project monitoring included illegal occupancy, compromised board-ups, illegal dumping, weed abatement needs, graffiti, theft, property damage, and illegal use of utilities.

OPC has worked on numerous projects over the past 20 years including Grand Avenue Widening, Civic Center On-Call, Bristol & 17 Intersection Project, Warner Avenue Street Widening, Santa Ana Boulevard Grade Separation, and many others.

# 5

Jason Gabriel  
Principal Civil  
Engineer

CITY OF  
SANTA ANA

Tel: 714.647.5664

JGabriel  
@santa-ana.org

SECTION 2.

# Scope of Services and Schedule



## Scope of Work: Schedule

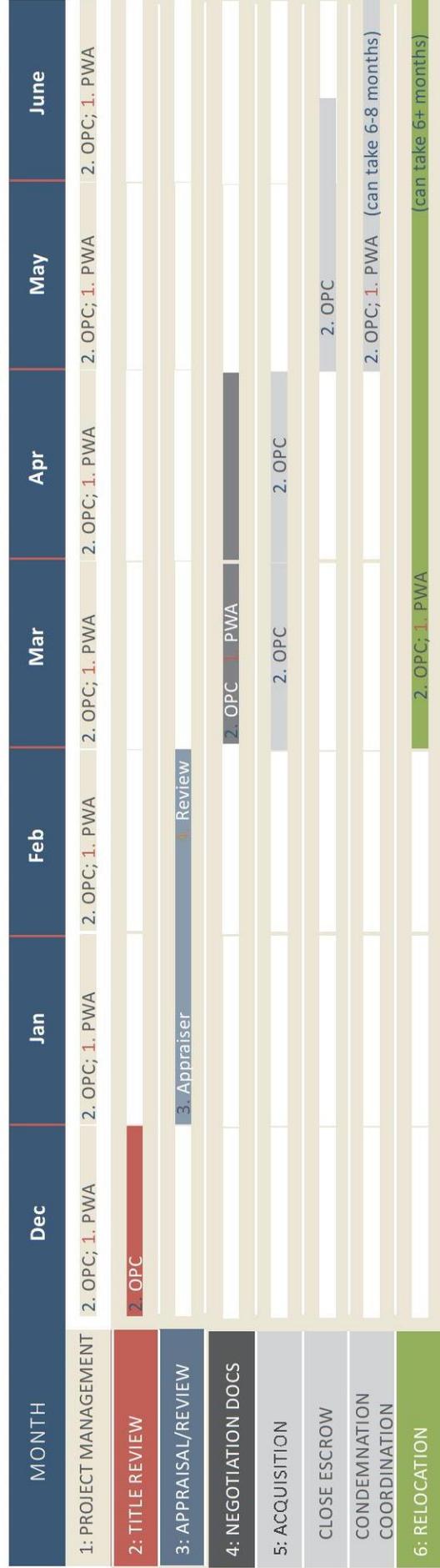
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We have outlined our scope of work and approach extensively in the previous pages. OPC has a thorough understanding of all of the services defined in the RFP.

The chart on the following page outlines a hypothetical schedule (with critical path tasks) for completing a typical acquisition and relocation project. The schedule assumes a project start date of December 1, 2020. This schedule represents an approximate range of time it would take to complete a project of similar scope.

## Timeframe to Complete the Services

The chart below outlines a hypothetical schedule with critical path tasks for completing the scope of services, assuming a project start date of December 1, 2020.



25D-57

### 1: PROJECT MANAGEMENT

Roby Guinaldo will act as the day-to-day Project Manager. He will coordinate meetings and prepare updates to the status reports and schedule on a predetermined timeframe. In addition to the day-to-day coordination with the PWA and the project team, he will also interface with Federal and State oversight agencies.

### 2: TITLE REVIEW

Upon Notice to Proceed, OPC will review applicable title reports, legal descriptions, plats, and maps provided by the PWA to make sure there are not any encumbrances that cannot be removed administratively by the title company. Any parcels with items that cannot be removed by the title company may have to be prioritized for condemnation to receive clear title.

### 3: APPRAISAL/REVIEW

Our designated MAI appraiser will prepare a narrative appraisal report that conforms to USPAP. The appraisal study and report are intended to serve as an acquisition appraisal and will be prepared in a summary format consistent with the specifications for narrative appraisal reports. The appraisal will be reviewed by an MAI designated appraiser.

### 4: NEGOTIATION DOCS

While appraisal is being completed, OPC will begin to draft offer packages, prepare conveyance deeds, and any applicable right of way agreements/documentation for submittal to the PWA so that the project schedule can stay on track. Upon the PWA's approval of just compensation, OPC will present the PWA's written purchase offer to the parcel owner and/or owner's representative.

### 5: ACQUISITION

OPC will conduct negotiations within 30 days of receipt of approved appraisal. We will expedite negotiations to secure the final settlement and applicable agreements with the landowners, including coordination of escrow through OPC's in-house team. Documents will be available through OPC's ProjectOne® system.

### 6: RELOCATION

OPC will provide all requisite relocation assistance services to businesses, families, or personal property impacted by the project. We will determine eligibility, provide advisory assistance, and coordinate move claims, housing supplements, and re-establishment claims consistent with the PWA's program.

### LEGEND

1. PWA
2. OPC
3. MAI Appraiser
4. MAI Review Appraiser

## Project Tools: OPC's ProjectOne®

ProjectOne® is our dedicated online system, created and developed by OPC to specifically address the unique needs of our industry. The use of ProjectOne on our projects ensures timely delivery of our tasks, which in turn results in reduction of costs on your projects.

### AUTOMATED/REAL-TIME REPORTING

Client communication and real-time transparency into the progress of our work is our top priority. For that reason, we utilize a state-of-the-art dedicated project management tool called ProjectOne®. ProjectOne® gives the client access to up-to-date, real-time information via a secure site that you can simply login to at any time. All reports and information are at your fingertips whenever you need it. The

automated reporting platform utilizes the latest technology for management of project data, documentation, progress tracking, and reporting. The standardization of documents and processes assures regulatory and jurisdictional consistency. What is most important is how our clients benefit from this unique project management experience – the instant access to up-to-date, current information on the project.

The image shows a screenshot of the ProjectOne software interface. A callout box with a dashed blue border highlights a section of the interface. At the top of the callout is a blue padlock icon and the text "SECURE ACCESS". Below this, three stylized human figures are shown interacting with a large screen displaying a data table. At the bottom of the callout, the text "OPC's ProjectOne®" and "Proprietary Project Software" is written in a curved banner. To the right of the callout, a separate box contains a computer monitor icon and the text "PROPRIETARY SOFTWARE". Below this, a paragraph of text describes the software's features and benefits.

**SECURE ACCESS**

**PROPRIETARY SOFTWARE**

OPC designed ProjectOne® with superior quality control in mind, and it provides standardization of project processes, which in turn results in regulatory and jurisdictional consistencies. Our team can easily coordinate the dynamic needs of each of our projects through the project site, integrating multiple disciplines and resources of the project team from various OPC locations.

SECTION 3.

# Fee Proposal

FEE PROPOSAL  
Uploaded separately to Planet Bids.



SECTION 4.

# Certifications



**Appendix**  
**ATTACHMENT 4-1: NON-COLLUSION AFFIDAVIT CERTIFICATIONS**

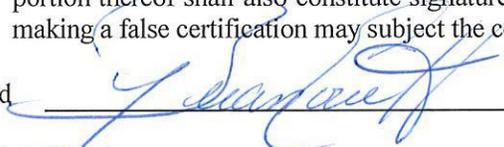
**WATER RESOURCES RIGHT OF WAY ACQUISITION SERVICES**  
**RFP NO.: 20-091**

NON-COLLUSION AFFIDAVIT  
(Title 23 United States Code Section 112 and  
Public Contract Code Section 7106)

To the CITY OF SANTA ANA DEPARTMENT OF PUBLIC WORKS

In accordance with Title 23 United States Code Section 112 and Public Contract Code 7106 the BIDDER declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the BIDDER has not directly or indirectly induced or solicited any other BIDDER to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived or agreed with any BIDDER or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the BIDDER has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the BIDDER or any BIDDER, or to fix any overhead, profit, or cost element of the bid price, or of that of any other BIDDER, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the BIDDER has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Note: The above Non-collusion Affidavit is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Non-collusion Affidavit. BIDDERS are cautioned that making a false certification may subject the certifier to criminal prosecution.

Signed 

State of California  
County of LOS ANGELES

Subscribed and sworn to (or affirmed) before me on this 28 day of SEPTEMBER 2020 by BRIAN EVERETT, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

  
Notary Public Signature



Notary Public Seal

**Appendix**  
**ATTACHMENT 4-2: NON-LOBBYING CERTIFICATION**

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence any officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant loan, loan or cooperative agreement, the undersigned shall complete and submit a "Disclosure of Lobbying Activities".

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such sub recipients shall certify and disclose accordingly.

Firm Overland, Pacific & Cutler, LLC

Signed and Printed Name: Brian Everett 

Title CEO/Broker in Charge

Date 10/8/2020

**Appendix**  
**ATTACHMENT 4-3: NON-DISCRIMINATION CERTIFICATION**

The undersigned consultant or corporate officer, during the performance of this contract, certifies as follows:

1. The Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Consultant shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
2. The Consultant shall, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
3. The Consultant shall send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Consultant's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The Consultant shall comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The Consultant shall furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his/her books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation, to ascertain compliance with such rules, regulations, and orders.
6. In the event of the Consultant's non-compliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, the contract may be canceled, terminated, or suspended in whole or in part and the Consultant may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulations, or order of the Secretary of Labor, or as otherwise provided by law.
7. The Consultant shall include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted

by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontract or purchase order as the administering agency may direct as means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event the Consultant becomes involved in, or is threatened with, litigation with a sub-consultant or vendor as a result of such direction by the administering agency, the Consultant may request that the United States enter into such litigation to protect the interests of the United States.

- 8. Pursuant to California Labor Code Section 1735, as added by Chapter 643 Stats. 1939, and as amended,

No discrimination shall be made in the employment of persons upon public works because of race, religious creed, color, national origin, ancestry, physical handicaps, mental condition, marital status, or sex of such persons, except as provided in Section 1420, and any consultant of public works violating this Section is subject to all the penalties imposed for a violation of the Chapter.

Signed:   
Title: CEO/Broker in Charge  
Firm: Overland, Pacific & Cutler, LLC  
Date: 10/8/2020

**Appendix  
ATTACHMENT 5  
REFERENCES**

**WATER RESOURCES RIGHT OF WAY ACQUISITION SERVICES  
RFP NO.: 20-091**

List and describe fully the contracts performed by your firm which demonstrate your ability to provide the supplies, equipment or services included in the scope of the proposal specifications. Attach additional pages if required. The City reserves the right to contact each of the references listed for additional information regarding your firm's qualifications.

**Reference**

Customer Name: Los Angeles DWP Contact Individual: Ron Davis  
Address: 111 N. Hope Street, Rm 1031 Phone Number: 213.367.0557  
Los Angeles, CA 90012  
Facsimile Number: unknown  
Contract Amount: \$106,000 Year: 2019

Description of supplies, equipment, or services provided:

Acquisition of easements for the River Supply Conduit Improvement Upper Reach (RSCIUR) Unit 7.

**Reference**

Customer Name: San Diego County Water Author Contact Individual: Nick Von Gymnich  
Address: 4677 Overland Avenue Phone Number: 858.522.6910  
San Diego, CA 92123  
Facsimile Number: unknown  
Contract Amount: \$126,000/ Aquaduct \$72,000 Year: 2017

Description of supplies, equipment, or services provided:

Acquisition services for workspace and laydown yards for the Pipeline 3 Relining Project

**Reference**

Customer Name: South Coast Water District Contact Individual: Betty Burnett (now with SOCWA)  
Address: 31592 West Street Phone Number: 949.234.5400  
Laguna Beach, CA 92651  
Facsimile Number: unknown  
Contract Amount: \$450,000 + 90K Year: 2012-2013; 2018  
work with attorney

Description of supplies, equipment, or services provided:

Acquisition of easements, access rights, fee interests from 214 beachfront properties, part of So. Laguna Tunnel Stabilization Project. OPC also supported the District's Counsel.

**THIS FORM MUST BE COMPLETED AND INCLUDED WITH THE PROPOSAL.  
PROPOSALS THAT DO NOT CONTAIN THIS FORM WILL BE CONSIDERED NONRESPONSIVE.**

**25D-65**

“

My experience has been good overall with OPC; I enjoy working with their staff.

”

*Mark Lancaster*

*Right of Way Manager*

*Riverside County  
Transportation Commission*

# Appendix:

# Key Team Resumes



RCTC SR-91

# Brian Everett

## CEO/BROKER-IN-CHARGE

### OVERVIEW



Since 1986, Mr. Everett has been involved in virtually every aspect of real estate consulting pertaining to right of way and real property acquisition, relocation assistance, and property management services. His experience includes program and project management for public works improvement, community development, school district, and transportation projects under federal, state, and local guidelines.

As CEO of OPC, Mr. Everett sets goals for the largest company in the West specializing in right of way services for public infrastructure. Through creative planning, he anticipates the needs of the right of way industry to better serve OPC's clients. He also focuses on selecting and retaining the most highly-qualified staff in the industry, fostering an atmosphere of success and company growth.

### Education

Master's, Economics, Cal State University, Los Angeles  
Bachelor's Degree, Economics, Minor in Finance, Cal State University, Northridge

### License(s)

Real Estate Broker, California, No. 00912304  
Real Estate Broker, Nevada, No. B.1000725.CORP

### Affiliations/Certifications

Burbank/San Fernando Valley Board of Realtors  
IRWA, SR/WA Candidate  
Active Member, IRWA Chapter 1  
Past Chairman, IRWA Ch 1 Public Agencies Committee

### Years of Experience

Initial Year in Industry: 1986  
Initial Year with OPC: 2001

## PROJECT EXPERIENCE

### Los Angeles World Airports (LAWA)

**Noise Mitigation Program.** Principal-in-Charge for the largest voluntary acquisition and relocation program in the nation at the Los Angeles International Airport. The team successfully acquired 100 properties totaling over 450 units. OPC assisted owners and contractors in coordinating pre-close of escrow inspection requirements and repairs. Additionally, OPC worked directly with the Los Angeles County Tax Assessor's Office to assist home owners with property tax base transfers. On a most aggressive schedule, OPC provided relocation services for over 1,400 residential cases including 150 government subsidized households. By developing a relationship with numerous Housing Authorities and various property managers, OPC's specialized referral department built a comprehensive list of over 4,500 rental units which included unit amenities and photographs.

### City of Burbank

**Elm Avenue, North Naomi, West Verdugo, San Fernando Road, Thornton Road.** Provided essential management oversight on multiple projects for the City of Burbank. Services included relocation plans, residential relocation services (both permanent and temporary) and acquisition. Project contracts have totaled over \$700,000.

### City of Pico Rivera

**Passons Grade Separation.** The City of Pico Rivera partnered with the City of Santa Fe Springs, Burlington Northern Santa Fe Railroad (BNSF), Caltrans Division of Rail, and several other transportation agencies to secure funding for the \$43 million grade separation project. Provided project management and oversight for this grade separation project which allowed Passons Boulevard to pass under the railroad tracks, eliminating a dangerous crossing where many residents had been injured or killed. Handled the legal description and plat map preparation, appraisal, title clearance, property acquisition, and relocation assistance for all parcels required for the project, including part and full takes and approximately 100 relocations under FHWA oversight. Of the part takes, 2 commercial centers, a school, railroad, MTA, and single family properties were affected. A 90-unit building was acquired and all occupants relocated without ever issuing a 90-day notice to vacate.

# Brian Everett

CEO/BROKER-IN-CHARGE

## PROJECT EXPERIENCE, continued

### City of Pico Rivera

**Passons Grade Separation.** The City of Pico Rivera partnered with the City of Santa Fe Springs, Burlington Northern Santa Fe Railroad (BNSF), Caltrans Division of Rail, and several other transportation agencies to secure funding for the \$43 million grade separation project. Provided project management and oversight for this grade separation project which allowed Passons Boulevard to pass under the railroad tracks, eliminating a dangerous crossing where many residents had been injured or killed. Handled the legal description and plat map preparation, appraisal, title clearance, property acquisition, and relocation assistance for all parcels required for the project, including part and full takes and approximately 100 relocations under FHWA oversight. Of the part takes, 2 commercial centers, a school, railroad, MTA, and single family properties were affected. A 90-unit building was acquired and all occupants relocated without ever issuing a 90-day notice to vacate.

### City of Oxnard

**Rice Avenue Interchange Realignment.** Directed the activities for 56 mixed-use, full- and part-take acquisitions, 30 homeowner and tenant relocations, and 18 business and non-profit organizations relocations. Managed the Las Cortes Project, also in the City of Oxnard, which involved temporary relocation for a 260-unit building being demolished and rebuilt in the City, involving approximately 50 permanent displacements.

### City of Glendale

**State Route 134 Freeway Realignment.** Project Manager for this State Route project which involved 8 complex industrial part-take acquisitions. The project was performed under the supervision of Caltrans, and involved turn-key services including appraisal, right of way engineering, project management, and eminent domain support. This unique project required major takes from not only Glendale but Los Angeles city departments, including flood control and railroad, affecting the Griffith Park Trust.

### Los Angeles Unified School District

**Various Projects.** Provided management of the appraisal, title, escrow, acquisition, relocation, interim property management, and demolition services for the School District's projects which involved over 300 acquisitions, 250 residential and 80 business relocations. OPC was the major consulting firm for LAUSD's extensive school site development program and aided the district in its school site selection process by providing many "in-house" consultants that helped the district with oversight and management of its programs and its relocation plan preparation. In round numbers, OPC helped with 40 school sites, acquired approximately 1,000 properties, and relocated approximately 4,000 households and businesses.

### Lynwood Unified School District

**Multiple Project Sites.** As Principal-in-Charge/Program Manager, provided full-service program management for seven school sites that included 100 acquisitions and 350 relocations. The program management included: Title coordination, appraisal coordination, acquisition, relocation, and property management services, in addition to representation to the State of California Department of General Services and the Office of Public School Construction regarding funding matters and bond applications.

### City of Montclair

**Grade Separation Project.** This project involved 23 full- and part-take acquisitions. Additional services provided included 3 business relocations, appraisal, and escrow coordination.

# Brian Everett

CEO/BROKER-IN-CHARGE

## PROJECT EXPERIENCE, continued

### Glendale Housing Authority

**Multiple Project Sites.** Provided project management on several Housing Authority projects including appraisal oversight, relocations, and other right of way services.

### City of Baldwin Park

**Various Projects.** Provided project management on several projects including the Downtown Revitalization including relocation plan creation and on-call support for public outreach projects.

### San Bernardino Economic Development Agency

**Multiple Projects.** Managed various projects for the City of San Bernardino Economic Development Agency involving 45 full-take acquisitions.

## PAST RELEVANT EXPERTISE

### Principal Real Property Agent

County of Los Angeles Department of Public Works, 1990-2001  
For 11 years, served the County of Los Angeles Department of Public Works starting as a Real Property Agent and progressing to become the Principal Real Property Agent with oversight responsibility for all acquisition, excess property, and property management oversight. Responsible for the oversight of all County of Los Angeles Department of Public Works, which included all County Flood, Waterworks, Airport and Road facilities, property acquisitions and supervision of a staff of 15 property agents. Planned work programs, developed procedures, made appearances before the Board of Supervisors to justify

recommendations concerning property issues. Experience at the County included preparation and/or review of complex real property transactions, recommendations and reports for the Board of Supervisors and other governmental agencies. Responsible for the implementation of auction, sales, and lease procedures for large independently developable properties. Prepared procedure manuals and chronological checklists to be used by agents in both the auction and sale of property and acquisition.

## DETAILS OF EXPERTISE

### Publications:

Provided Course Materials for the following Conferences:  
Timing Counts: The Right of Way Acquisition Process, 2010 IRWA Spring Conference  
Appraisers Role in Public Acquisition, 2009 Appraisal Institute Chapter meeting  
Coordination between Legal, Acquisition and Relocation 2008 CLE Int'l Annual Eminent Domain conference  
Program Coordination for Large Scale Acquisition and Relocation Projects, 2008 IRWA Fall Conference  
Mitigate Before You Litigate, 2006 CLE International Annual Eminent Domain Conference

### Professional Speaking Engagements:

Continuing Legal Education Eminent Domain Conference (2004, 2006, 2008)  
IRWA Acquisition, Relocation & Valuation Conference (2003, 2008, 2010)  
IRWA Chapter 1 Right of Way Training  
CASH Conference (2005)

# Roy Guinaldo

## SENIOR PROJECT MANAGER

### OVERVIEW



Mr. Guinaldo has over 30 years of real estate experience and is knowledgeable of municipal and governmental procedures and regulations relating to property acquisition (full- and part- takes) and excess land dispositions. He is responsible for both residential and commercial acquisitions in public and private sector client acquisition projects and is knowledgeable of the relocation procedures for both residential owners and tenants. Mr. Guinaldo provides training to OPC staff and is bi-lingual English/Spanish.

### Education

Coursework, Cerritos Community College  
Associated coursework for Real Estate license

### License(s)

Real Estate Broker, California, No. 00986344

### Years of Experience

Initial Year in Industry: 1988  
Initial Year with OPC: 2002

## PROJECT EXPERIENCE

### City of Lancaster, CA/Kimley Horn

**Pedestrian Gap Closures.** As a Project Manager, responsibilities include overseeing coordination of title documents, legals/plats/maps, cost estimating, Minimum Value Estimates (MVE), the negotiation process for dedication of land, eminent domain support, and escrow for 26 parcels to construct city improvements such as street widening, ADA complaint curb ramps, and the instillation of curb, gutter, and sidewalks.

### San Bernardino County Transportation Authority (SBCTA)

**I-10 Express Lanes Project.** Project Manager responsible for over 450 partial acquisitions and complex partial acquisitions as part of a high profile, politically sensitive project to add freeway lanes along the 33-mile segment of Interstate 10 (I-10) between the Los Angeles/San Bernardino (LA/SBd) County Line and Ford Street in San Bernardino County.

### Riverside County Transportation Commission (RCTC)

**SR-91 CIP.** This high profile, politically sensitive project involves over 450 partial and full acquisitions with varying degrees of difficulty and approximately 250 residential and business relocations. This design-build project will widen approximately 16 miles of active highway through the urbanized area of Corona and the County of Riverside. As a Senior Agent and then Project Manager, responsible for full take and part take acquisitions, as well as complex acquisitions of residential, commercial, and industrial parcels. Additionally, responsible for residential relocation assistance services. Performed project management activities within the project. Negotiated the acquisition of additional right of way throughout the project as needed. **Sales Broker.** Currently acting as RCTC's Broker, for the sale of several properties associated with the SR-91 project. **SR91/SR71 Interchange Improvement Project.** Senior Agent responsible for part-take acquisitions. Assisted the project manager by performing certain project management activities within the project. Attended meetings, coordinated offer packages, reviewed documents, and updated the client. **SR-74/I-15 Widening Project.** Senior Agent responsible for the acquisition of mitigation properties and acquisition of temporary construction easements. **I-215 Widening Project; Scott Road to Nuevo.** Senior Agent responsible for the acquisition of easements and temporary construction easements.

# Roy Guinaldo

## SENIOR PROJECT MANAGER

### PROJECT EXPERIENCE, continued

#### Orange County Transportation Authority (OCTA)

**I-405 Widening Project.** This project is for the creation of new tolled express and general purpose lanes and miscellaneous widening improvements along the I-405 between SR-73 and I-605. As a Project Manager, responsible for the right of way acquisition work for 15 parcels.

#### Los Angeles County Metropolitan Transportation Authority (Metro)/Hatch Mott MacDonald

**Crenshaw/LAX Transit Project.** Acquisition Manager. Responsible for managing staff, providing updates to the client, and assisting with the acquisition of permanent and temporary easements for the eight-mile light rail which extends from the southern terminus of the Metro Green Line to the new Metro Exposition Line.

#### TRIP/City of Bakersfield

**Centennial Corridor Improvement Project.** This project will facilitate the extension of SR-58 to the west of SR-99 providing a continuous freeway connection to the Westside Parkway (future SR-58). Performing as a Project Manager responsible for acquisition and relocation work for approximately 88 full and partial acquisitions. **24th Street Improvement Project.** Responsible for full take and part take acquisitions as well as complex acquisitions of residential, commercial, and industrial parcels.

#### City of Oxnard

**U.S. 101/Rice Ave. Interchange.** Acquisition and Relocation Agent responsible for the acquisition of full and partial takes from residential and commercial properties and mobile homes. The City, in cooperation with Caltrans, reconstructed and widened the existing Rice Avenue/U.S. 101 Interchange and overcrossing from two to six lanes, reconfiguring the on and off-ramps and realigning Ventura Boulevard.

#### City of Long Beach Redevelopment Agency

**West Gateway Project.** Responsible for the acquisition of residential and commercial properties and for the relocation of residential on-site owners. In total, OPC provided relocation for 119 residential tenants, 13 homeowner occupants, and 15 businesses in the West Gateway Project Area. Services included negotiating leasehold interest acquisition and the coordination of bulk sale escrow.

#### City of Irvine

**Culver Drive Sound Wall.** Responsible for the acquisition of temporary construction easements. The goal of the project was to widen a portion of Culver Drive from a two-lane undivided roadway to a four-lane divided roadway. OPC developed and implemented the City's right of way acquisition and sound attenuation program in conjunction with the widening and realignment of Culver Drive.

### DETAILS OF EXPERTISE

#### IRWA Courses:

901 - Engineering Plan Development & Applications

#### In-House Courses:

Uniform Act Revisions  
Basic Residential Relocation  
Advanced Residential Relocation  
Environmental Assessment & Acquisition  
Business Relocation

# Jamie Gates

## SENIOR PROJECT MANAGER

### OVERVIEW



Leading OPC's Energy & Utilities group, Mr. Jamie Gates has an extensive land management experience on pipeline, energy, and utilities projects. As a Senior Project Manager for OPC, he is responsible for real estate acquisition and right of way acquisition, mineral title, strategic planning, staff development, cost controls, and overall project management. With over 15 years of experience, Mr. Gates' expertise covers oil and gas, electric utilities, surface use agreements, due diligence, title reviews, deed plotting, easements, permitting, land records management, conflict resolution, landowner relations, and construction across the US. His responsibilities have included preliminary design review, routing and mapping, surface and subsurface title research, document preparation, and acquisition negotiations.

### Education

Bachelor of Science, Business Management, Keuka College

### Affiliations/Certifications

American Association of Professional Landmen, Michael Late Benedum Chapter  
International Right of Way Association (IRWA)

### Years of Experience

Initial Year in Industry: 2003  
Initial Year with OPC: 2020

## PROJECT EXPERIENCE

### San Diego Gas & Electric

**Right of Way Services, San Diego, California.** Project Manager responsible for staff assignment and response to client's real estate needs for ongoing office and field-based energy and utility projects.

### Contra Costa Valley Water District

**Contra Costa Canal Title Transfer Project, San Ramon, CA.** Senior Project Manager responsible for oversight on a title research project involving records review and mapping for 450 easements related to canals, reservoirs, and wasteways, and laterals.

## PAST RELEVANT EXPERTISE

### Project Manager

Maser Consulting, Charlotte, NC

Subcontracted for Duke Energy's Strategic Underground Program, Management of four POD's. Duties included supervising the overall directions, coordination, and management of a right-of-way team and subconsultants for Duke Energy Electrical Transmission Underground Program; developing processes and procedures for the Right of Way Department; handling client interaction, including preparation of new contract proposals, change orders, and attendance at project meetings; and mentoring and directing junior staff, coordinating with project managers, and monitoring goal setting and performance management of right of way team. Responsible for invoicing and budget plan approvals. Worked close with design and construction throughout the life of the project.

### Project Manager

Power Secure/Dominion Energy, Farmville, VA

As Right of Way Agent/Title Agent, responsible for acquisitions and research for Dominion Energy's Strategic Underground Program. Duties included document preparation, landowner research, prepared road crossing applications, landowner visits training new title and right of way agents; right of way AutoCad Plats; as-built billing updates into web portal; due diligence full title and limited searches; tracking ROW, permitting, and land rights progress. Worked with design and construction to secure alternative routes and re-designs. Coordinated project/survey timelines.

# Jamie Gates

## SENIOR PROJECT MANAGER

### PAST RELEVANT EXPERTISE, continued

**Right of Way Agent/Research Specialist**

Doyle Land Group, Staunton, VA

Research Specialist/ ROW Agent for the 600-mile Atlantic Coast Pipeline. Responsibilities included obtaining survey permissions from landowners and outside agencies. Negotiations for future or upcoming projects. Negotiated damages on multiple projects dealing with livestock, timber, and surface damages. Completion of 50-year title search; researching properties for Dominion Energy; working in both the courthouse and online.

**Title Agent/Document Specialist**

Salem Land Group/Pilgrim Pipeline

Involved in route selection, establishing positive relationships with landowners, and negotiating right of way agreements. Acquired oil and gas leases for multiple line project. Completed Limited Title Certificates for Quality Control for all documents before sending to the client.

### DETAILS OF EXPERTISE

**Coursework:**

Principles of Field Land Practices - Sponsored by AAPL, May 2012

Resolving Title Issues in Shale Development - Sponsored by E&MLF, May 2012

# William Ridenour

## PROJECT MANAGER

### OVERVIEW

Mr. Ridenour has 10 years of experience in real estate services for energy and utility projects. He has an extensive track-record of leading profit-generating utility company projects, renewable energy projects, and commercial real estate projects while ensuring regulatory compliance. His in-depth experience includes right of way analysis, title research, title curative processes, development, land use, encroachments, easements, financial, legal, risk management, and operational functions. Mr. Ridenour has proven exper-tise in contractual reviews, negotiations, and comprehensive project management, to drive increased efficiency and performance metrics. He has created public planning presentations for permitting, zoning and use hearings.

### Education

Coursework, Chabot College  
Coursework, Diablo Valley College

### License(s)

Real Estate Broker, California, No. 0090724

### Affiliations/Certifications

Member, ICSC International/Council of Shopping Centers

### Years of Experience

Initial Year in Industry: 2009  
Initial Year with OPC: 2019

## PROJECT EXPERIENCE

### San Diego Gas & Electric

**Right of Way Services.** On-site Project Manager responsible for day-to-day client management and response to real estate needs for energy and utility projects.

## PAST RELEVANT EXPERTISE

### Senior Land Agent/Acquisitions

Atwell Group

Responsible for coordinating a wide range of professional service providers including engineers, public af-fairs, project manager, legal, and survey teams. Interpreted legal descriptions and exhibits, subdivision maps, parcel maps, work orders, and engineering drawings. Negotiated with property owners, government officials, tenants, and other interest holders. Responsible for determining existing rights and for drafting, negotiating and presenting acquisition packages and acquiring various property rights through Grant of Easements, Grant Deeds, Leases, Temporary Right of Entries, Right of Way Agreements, Licenses, etc. to facilitate the development, construction, operation and maintenance of facilities. for major utility and renewable energy projects, (PG&E, NextEra, Invenergy). Reviewed and interpreted property title and ap-praisal reports, preparation of cost estimates to assess land values, pulled documents and title chains to make determination of existing ownership rights.

### Asset Manager/Acquisitions

The Khoshbin Company

Provided oversight of all financial, physical, and organizational activities of private investment portfolio. Successfully navigated needs of portfolio spanning: office buildings/executive suites, retail and mixed-use properties, restaurants, and marina docks. Managed commercial real estate properties, capital expenditure projects, site contract negotiations, and ensured seamless contract administration; construction and sub-contractor agreements to master service level agreements. Conducted Property and Asset Management activities; lease management, tenant and vendor negotiations, maintenance and repairs, legal review and compliance, and financial analysis. Coordinated Cellular and Telecommunications Licenses and Opera-tional Agreements for Verizon, AT&T, and Sprint.

# William Ridenour

## PROJECT MANAGER

### PAST RELEVANT EXPERTISE, CONTINUED

#### Land Agent

Infinity Renewables, LLC

Managed high-profile, high-visibility energy projects valued over \$345M. Oversaw wind and solar energy portfolio comprised of 400+ turbines. Acted as liaison with municipalities, land owners, and vendors. Identified land parcels for development. Instrumental throughout easement agreement drafting and negotiations, balanced corporate objectives and regulations to create legally sound contracts. Assessed acquisitions financial strength, designed project layout, oversaw construction and testing phases, and led site control. Outstanding knowledge of complete project development process: analyzing to acquisition of sites; construction; design & layout; project management; power curve testing; site control; collection systems, interconnection and transmission. Projects included:

122 wind turbines across 25,000 acres: Estimated at \$183 million  
 109 wind turbines across 20,000 acres: Estimated at \$164 million  
 200 wind turbines across 46,000 acres: Estimated at \$300 million

#### Consultant

Commercial Real Estate Management & Development  
 Generated a profit of \$500,000 per project for investors from three several Tractor Supply company retail locations. Relationship builder with the expertise to generate capital from large-scale investors. Influenced numerous private investors to fund on-going retail development projects, including Dollar Tree, generating an average profit of \$200,000 each. Expertise in property management, development and leasing to investment property owners. Specialize in the acquisition, property management, leasing and construction of single tenant; Net, Net.Net; and retail development opportunities, partnering with investors on lease, purchase and sales agreements. Originated and underwrote financing; negotiated all real estate purchase and sales contracts. Managed the sale and disposition of the completed asset; developed property management program; led efforts in marketing presentations for each project. Collaborated with engineers, architects, contractors and other consultants on environmental site assessments, geotechnical reports and traffic impact studies. Led property management, leasing and development activities for The Columns Shopping Center, approximately 1 million square foot retail shopping center featuring The Home Depot, Best Buy, Hobby Lobby, Kohls, Gander Mountain, etc.

### DETAILS OF EXPERTISE

Contract Management; Right of Way Agreements; Property Management; Site Acquisitions; Project & Construction Management; Feasibility Studies; Site & Market Assessments; Due Diligence; Land Use/Zoning; Inspections/Studies/Reports; Governmental Approvals; Tenant Improvements; Industrial Real Estate; Staff & Team Leadership; Bonds & Bonding Process; Renewable Energy Projects;

Environmental Considerations; Subsurface Land Rights; Phase ii Environmental; Entitlements/ Permitting; Title Research/Curative; Utilities/Interconnection; Geotechnical Testing; Solar & Wind Energy Projects; and Mapping & Plats.

# Casey Crissman

## PROJECT MANAGER

### OVERVIEW



Mr. Crissman works with water, power, and gas utility agencies to provide acquisition and negotiation services. His background includes extensive experience working as an Acquisition Agent and as a Title Specialist. He works on large-scale infrastructure projects within the Energy & Utility Industry.

As a Project Manager, his duties included preliminary design review, routing and mapping, surface and subsurface title research, document preparation, acquisition, and negotiations along with the recording of conveyance documents. He has extensive experience interacting and negotiating with landowners and legal representatives to acquire right of way. Mr. Crissman is proficient in Spanish.

### Education

Coursework, Communication Design, Texas State University, San Marcos, TX

### License(s)

Real Estate License, California, No. 1988456  
Notary Public, California, No. 2143996

### Affiliations/Certifications

Member, International Right of Way Association (IRWA), Chapter 37

### Years of Experience

Initial Year in Industry: 2005  
Initial Year with OPC: 2016

## PROJECT EXPERIENCE

### Pacific Gas & Electric (PG&E)

**San Bernard-Tejon 70kV Reconductor Project.** The Reconductor Project is an electric pole and line replacement project to improve capacity and reliability and to comply with new regulations. Responsible for reviewing proposed scope of work by evaluating engineering drawings, exhibits, google map imagery, and kmz files. After providing input to the project team, created preliminary exhibits of the work areas and anticipated damage zones to obtain access for the work. Researched and reviewed the property impacts and located property owners and lessees. Contacted property owners and their representatives to coordinate meetings on-site to discuss project details, impacts to crops, potential issues, and possible hazards. Provided a detailed analysis of expected damages and the estimated value, then prepared and negotiated settlement agreements. Additionally, as a courtesy, drafted notification letters to property owners where we anticipated no damages. **SCADA Cabinet Easement Acquisition.** Project Manager acquiring nine permanent easements for SCADA cabinets throughout Northern California. Negotiated with a variety of private property owners, institutions, and government agencies, including the City of San Ramon, Town of Windsor, Bank of America, and Napa Valley Unified School District.

### Southern California Gas Company (SoCalGas)

**On-Call Land Services.** Project Manager providing SoCalGas and Sempra Utilities with expert land rights and real property acquisition related services necessary for the continued operation and maintenance of SoCalGas pipelines and facilities. These include capital improvement and operation & maintenance projects from SoCalGas' Major Projects, Gas Transmission Operations, and Pipeline Integrity Planning divisions. Supporting Transmission Technical Services as Land Advisor providing right of way consultation and support to SoCalGas' Land & Right of Way Department. Responsible for supporting division project and construction managers, researching land rights, and negotiating with property owners to acquire real property and land rights.

### Contra Costa Water District

**Canal Title Transfer.** Project Manager overseeing extensive title research and quitclaim exhibit development for real property related to the Contra Costa Canal and other water infrastructure. Includes 459 easement or fee acquisition records for the canals, reservoirs, wasteways, laterals, access roads, and power transmission line.

# Casey Crissman

## PROJECT MANAGER

### PROJECT EXPERIENCE, continued

#### San Diego County Water Authority (SDCWA)

**Lake Murray to Sweetwater Pipeline 3 Relining Project.** Approximately four miles of a six foot diameter pipeline are to be relined with steel sheets. Worked with the affected businesses and property owners to discuss overall project, impacts, and facilitated arrangements to minimize property and business impacts. Negotiated the terms and conditions of temporary construction easements (TCE). Worked closely with client to manage negotiations that had reached an impasse. Coordinated modifications to TCE instrument language between client and property owner's legal counsel.

#### Water Systems Consulting (WSC)/City of Pismo

**Regional Groundwater Sustainability Project.** Worked closely with client and agency stakeholders and city to review project and develop site selection criteria for an Advanced Treatment Facility. Conducted desktop analysis of properties which met selection criteria, utilizing GIS software and real estate software (RealQuest). Evaluated over 30 possible site options then focused on preferred sites, researched ownership, zoning, city planning maps, and hazard zones. Assembled digital map of the properties and areas to record data and help visualize potential sites. Performed on-site evaluation of preferred sites. Prepared and presented Market Analysis Report to present to Client, Agency Stakeholders and City Officials. The Market Analysis Report included overall evaluation as well as determination of preferred and alternative sites.

#### Department of Water Resources (DWR)/Psomas

**Cal WaterFix Project.** OPC worked with Psomas and DWR to provide California WaterFix information on land and mineral rights of 213 parcels for right of way acquisitions and design for the water conveyance system through the Sacramento-San Joaquin River Delta. Working with Psomas, OPC is developing risk evaluations for a "hot map" depicting the areas of most effort for further mineral rights clarification, and inclusion of the data generated into the DWR Enterprise GIS. OPC assessed risk based on the status of the mineral rights, number of ownerships, and the level of difficulty for the acquisition of the parcels. Acting as Senior Agent, played a key role in structuring the research process and tools, interacting with client and other team members for uniformity, researching property mineral rights, reviewing the research, and representing this research to client.

#### Atkins Global/The Toll Roads (TCA)

**Comment 377.** Title search regarding ownership, property rights, and previous recorded agreements for an easement in Orange County. Researched property using County Recorder's Office website, County GIS data, RealQuest, and County Engineering Department meetings. Assembled multiple final report presentations for client.

### PAST RELEVANT EXPERTISE

#### Acquisition Agent

Onshore Exploration Corp, 2012-2015

Land agent working in both acquisitions and title. Acquired parcels of land by direct negotiation with owners and their legal representatives. Negotiated leases to use portions of property to support the project. Examined title reports, locating missing heirs and devisees when necessary.

#### Title Specialist

OGM Land Company (Now Percheron), 2005-2010  
Performed title research and prepared abstracts for rapidly growing land management company. Assigned to research land areas throughout Texas. Reported findings to project manager and partner. Conducted preliminary mapping and research for new prospects and participated in due diligence efforts. Extensive plotting of complex parcels.

### DETAILS OF EXPERTISE

#### Additional Coursework:

Uniform Act Course: FHA

GIS 101 Training: Institute for Mapping Technology

# Rand Cantrell

## SENIOR AGENT

### OVERVIEW

As a Senior Agent, Mr. Cantrell is responsible for real estate acquisition and right of way acquisition and related services. Rand has over 30 years of experience in site acquisition and development, due diligence, and project and program management in the Energy & Utilities Industry. Mr. Cantrell has implemented procedures to significantly increase productivity and decrease project costs. His experience includes mineral and water title reports (including abstracts), identification of mineral, riparian, and water ownerships.

### Education

Business Administration, University of Southern California

### Affiliations/Certifications

Member, IRWA; Registered Land Professional, American Association of Professional Landmen  
Past President, Bakersfield Association of Petroleum Landmen; Member, Sacramento Petroleum Association

### Years of Experience

Initial Year in Industry: 1981  
Initial Year with OPC: 2018

## PROJECT EXPERIENCE

### Contra Costa Water District

**Contra Costa Canal Title Transfer.** Senior agent for title research for Contra Costa Canal and related canals, reservoirs, wasteways, and laterals as well as records for Bay Point Radio Relay Station, access roads and a 2.3 kV transmission line.

### Department of Water Resources (DWR)/Psomas

**Cal Waterfix Project.** Senior agent for title land and mineral rights of 213 parcels for right of way acquisitions and design for the water conveyance system through the Sacramento-San Joaquin River Delta.

## PAST RELEVANT EXPERTISE

### Principal

Cantrell & Associates, Inc. Authored mineral and water title reports, including abstracts. Identified types of mineral, riparian and water ownerships, and risk assessments. Created legal descriptions and performed due diligence and title curative including the drafting of documents and the acquisition of rights and releases of rights.

### Principal

Expedine Wireless, Inc. Directed Site Acquisition and Zoning Entitlement teams on several diversified assignments on behalf of various clients.

### Project Manager - Site Development

Verizon (AirTouch Cellular). Managed site acquisitions and development, acquired properties and rights of way, drafted and negotiated contracts.

### Land Supervisor

Fuller Oil Company; T&T Land Services, Inc. Coordinated project management of 320,000 acres with regard to title review, lease, and right of way acquisitions, due diligence, and preparation of drill site

# Robbie Hechanova R/W-RAC

## SR. PROJECT MANAGER

### OVERVIEW



As a Senior Project Manager, Mr. Hechanova is responsible for management of critical relocation paths for transportation and housing projects. He provides acquisition and relocation assistance ensuring compliance with applicable federal, state, and local guidelines. He has completed complex relocation cases for both commercial and residential owners/tenants. He also conducts various project related activities including preparation and review of relocation claims/notices, property mapping and materials research, document preparation, escrow and title coordination, database, and records management. Mr. Hechanova is proficient in Tagalog. His bilingual skills enable him to effectively communicate with OPC's diverse client base, as well as complete document translations such as relocation plans and notices, when required.

### Education

Nursing , Licensed Vocational Nurse, Concorde College  
Business Coursework, Columbia College & Pasadena

### License

California, Real Estate License, No. 01895026  
California, Notary Public

### Affiliations/Certifications

Member, IRWA

### Years of Experience

Initial Year in Industry: 2010  
Initial Year with OPC: (Start Date) 8/2010

## PROJECT EXPERIENCE

### Metro Gold Line Foothill Extension Construction Authority

**Foothill Extension Gold Line.** Project Manager responsible for managing relocation services on behalf of Metro Gold Line Foothill Extension Construction Authority. Project is in the early stages and includes complex relocation of various types of business such as mattress and safe manufacturers, large self-storage facility, professional services, and personal property. Project Date: 2/2016-Present

### Los Angeles World Airports (LAWA)

**LAX Landside Access Modernization Project.** Agent responsible for relocating business and residential owners/tenants displaced by the project. Conducted extensive research and analysis for comparable replacement sites for complex businesses. Project Date: 4/2015-8/2017

### San Bernardino County Transportation Authority

**I-10 Express Lanes Project.** Dual roles as Project Manager responsible for relocation services and Agent responsible for securing fee acquisition, permanent subsurface and temporary construction easements on behalf of SBCTA. **I-215 Barton Road Interchange Improvement Project.** Provided assistance to Senior Project Manager regarding project budgets and planning. Project Date: 9/2018-Present

### City of Bakersfield/County of Kern/Caltrans/Parsons (TRIP)

**Centennial Project.** Project Manager responsible for managing the relocation budget and services on behalf of the City of Bakersfield. Managed Right of Way staff and day-to-day functions related to relocation. Providing acquisition and relocation assistance to homeowners, tenants, and business owners impacted by the projects. Conducted extensive research for the analysis of comparable housing and relocation plans. **Rosedale Widening, 24th Street Widening, SR-178, and Centennial Project.** Conducted on-site research of affected parcels for cost and valuation analysis report. Complex issues on the assignment included analysis into multiple varieties of property types, extensive design reviews, and organizing Caltrans submittal requirements. Mentoring and training of new agents and staff. Project Date: 1/2014-Present

# Robbie Hechanova

R/W-RAC

## SR. PROJECT MANAGER

### PROJECT EXPERIENCE, continued

#### Cesar Chavez Foundation

**Casa Amelia and Casa Velasco Apartments.** Project Manager responsible for managing all phases of the project. Provides oversight of all scope of work items including project estimate, updates, budget, and delivery. Relocation services to residents who occupy Low Income Housing Tax Credit units. Project Date: 2/2018-3/2019

#### Riverside County Transportation Commission (RCTC)

**91 CIP Corridor Improvement Project.** Provided ongoing relocation services to business owners, homeowners, and tenants who are impacted by the project. Provided research and analysis to the project's Relocation Plan, and extensive research for comparable replacement dwellings. Project Date: 3/2013-Present

#### Alliance Property Group

**Mountain Breeze Project.** Provided relocation services to fifty-six permanently displaced tenants in order to begin the rehabilitation of over fifty units. Project Date: 9/2012-12/2013

#### Town of Yucca Valley

**TCRP (Hwy 62) Project.** Provided acquisition services to obtain Temporary Construction Easements (TCE) for the required right of way. The Transportation Congestion Relief Program (TCRP) Project involved the construction of raised medians from Kickapoo Trail to Elk Trail and from Cherokee Trail to Apache Trail, and sidewalk improvements from Palm Avenue to Dumosa Avenue. Project Date: 6/2012-2/2014

#### Riverside County

**Magnolia Grade Separation Project.** The County Transportation Department proposed to grade separate an at-grade crossing by raising the roadway over the railroad and constructing a six-lane capacity bridge that spans over the railroad tracks. Provided relocation assistance to owners of personal property located in a designated area of the mobile home park. **Fred Waring Improvement Project.** Provided acquisition services to obtain Temporary Construction Easements (TCE) for the required right of way. The project involves the widening of Fred Waring Drive. Project Date: 3/2013-6/2015

#### Housing Authority of the County of San Bernardino (HACSB)

**Section 18 Disposition.** Provided project support and relocation advisory services. **Lugonia Avenue Project.** Provided relocation advisory for this public housing project that involved permanent and temporary relocations of 113 SFR's/duplexes. Managed the day to day activity of relocation staff, this includes review of claim/notices, and the audit of relocation files. Project Date: 2/2012-12/2013

### DETAILS OF EXPERTISE

#### IRWA Courses:

103 - Ethics and the Right of Way Profession  
501 - Residential Relocation  
502 - Business Relocation  
504 - Computing Replacement Housing Payments  
506 - Advanced Business Relocation

#### In-House Courses:

Business Relocation

#### SkillPath Workshop:

How to Excel at Managing and Supervising People

Agricultural Seminar - July 2015

# Mike Parker

## SENIOR UTILITY PROGRAM MANAGER

### OVERVIEW



Mr. Parker is a dedicated Senior Utility Manager (Coordinator) and right of way professional who is well versed in the diverse types of delivery methods including but not limited to Design, Bid, Build, Design-Build, CMGC (Construction Manager/General Contractor) as all of these were used on various railroad, bus route, grade separation and assorted other infrastructure projects. He has significant knowledge in effectively communicating technical information with skills in improving processes, calculating risk management, and delivering projects on-time while creating solid strategic business relationships. With over 13 years of Caltrans Right of Way and Utility Coordination experience, he has developed strong business relationships with many of the larger utility companies. Mr. Parker has built trusting relationships with utility owners as he "speaks their language". Mr. Parker has presented several utility coordination seminars through IRWA.

### Education

B.S., Business Administration (with Marketing emphasis), Sacramento State University  
A.A., Santa Rosa Junior College

### Awards

Recipient, 2015 Success in Motion Silver Award, Caltrans District 8

### Years of Experience

Initial Year in Industry: 1992  
Initial Year with OPC: 2011

## PROJECT EXPERIENCE

### Riverside County Transportation Commission (RCTC)

**I-215 Central Widening.** As Utility Project Manager, arranged to have utilities relocated prior to or during construction. Prepared Notice to Owners, Utility Agreements, Federal Authorization forms, Reports of Investigation, and utility portion of the R/W Certification. Identified property rights issues and coordinated R/W mapping, appraisal, and acquisition of utility or temporary construction areas to accommodate utility relocation. Identified what costs would be borne by the Utility Owner, or the Project, or both. **I-215 and Placentia Avenue Bridge.** Utility Manager. Project is a new interchange located in the City of Perris. Currently, coordinating the procurement of as-built plans from utility owners and the potholing of utility facilities. Scope will include the coordination of the protection or relocation of all utilities found in conflict with the project including but not limited to the issuance of Notice to Owner's for both potholing and relocation, Utility Agreements, Reports of Investigations, R/W certification for utilities, coordination of utility encroachment exceptions, procurement of estimates and relocation plans from utility owners and all permits/easements/JUA's/CCUA's as necessary for the project.

### Riverside County Transportation Department (RCTD)

**Clay Street, Sunset Avenue, Magnolia Avenue, and Airport Boulevard Grade Separations.** Utility Manager for all projects that had Caltrans oversight and were grade separations from existing at grade crossings with the railroad. Reviewed and approved Notice to Owners, Reports of Investigation, Liability packages, Utility Agreements, and other critical forms. Identified property rights issues and coordinated R/W mapping, appraisal, and acquisition to accommodate relocation of utilities. Determined costs related to relocation of utilities. **Six Bridges Project in Eastern Riverside County.** Senior Utility Manager currently working on the 6-Bridges project that will replace 6 separate bridges throughout eastern Riverside County. Utility scope includes coordination of all utility related issues, potholing, relocation, agreements, certification, etc.

# Mike Parker

## SENIOR UTILITY PROGRAM MANAGER

### PROJECT EXPERIENCE, continued

#### San Bernardino County Transportation Commission (SBCTA)

**I-15/I-215 Devore Interchange Project.** As Utility Manager, intimately involved from the on-set of the project that added one lane and truck-bypass lanes in both directions. Developed cost estimates based on several different design alternatives, organized meetings and worked closely with Caltrans and SBCTA to develop potholing plans. Coordinated potholing effort and identified each utility potholed (250 potholes). Coordinated the right of way mapping, appraisal, and acquisition of required utility and/or temporary construction areas to accommodate the relocation of utilities. Prepared Relocation Claim Letters, Notice to Owners, Utility Agreements, Joint Use Agreements, Consent to Common Use Agreements, relinquishments, easements related to utilities, Reports of Investigation, and the utility portion of the R/W certification. Currently closing out the project by paying off final invoicing and procuring final utility owner "grant outs" of easements and Joint/Consent to common use agreements. **I-10 Toll Road Project.** This Design-Build project is currently in construction and will add toll lanes from the LA/SBD county line to the I-15 interchange. As a Senior Utility Manager responsible for the oversight of the initial design team and their coordination of utilities based on conceptual relocations. Instrumental in the early development of utility agreements, liability determinations, certification of utilities, considered the 'go to' utility coordinator for any utility related questions and the coordination with Caltrans district oversight utility coordinators. **I-215 Bi-County Project.** This project added carpool lanes in both directions and interchange improvements. As Utility Project Manager, arranged to have all utilities relocated. In addition to all typical utility coordination work as mentioned above, Mr. Parker also assisted in the Federal Authorization forms, easement documents, authorization and payment from utility owners, coordination of meetings with utility owners and Caltrans Design team to identify conflicts, created relocation plans, and resolved liability issues. Adhered to both State and Federal requirements for the relocation of utilities. **I-215 Barton Rd.** As Utility Manager coordinated all aspects of the utility process from project inception through current construction. In addition to all typical utility coordination work as mentioned above, Mr. Parker also assisted in the relocation of a cell-site, demolition coordination, service point establishment of several utility owners throughout the project and the transfer of water rights from a locally owned water provider to the City of Colton. **I-10 Cedar Interchange Project.** Recently awarded this project which proposes to expand the existing bridge structure crossing both the I-10 freeway and the adjacent railroad facilities. Scope will include the all utility coordination activities as indicated above and a significant amount of potholing (335 holes). **Palm Avenue and Laurel Street Projects.** Acted as Utility Manager for two grade separation projects for SBCTA. Prepared notices, coordinated with utility companies, developed status reports, identified property rights issues, and developed utility portion of the R/W certification documents.

### PAST EXPERIENCE

**Associate R/W Agent,** San Bernardino & Riverside Counties, Caltrans, 1998-2011

**Acting Sr. R/W Agent, Utilities,** Caltrans, 1998-2011

### DETAILS OF EXPERTISE

#### IRWA Courses:

202 - Interpersonal Relation in Real Estate  
207 - Practical Negotiations  
401 - Part-take appraisal  
407 - Valuation of Contaminated Properties  
502 - Business Relocation  
802 - Legal Aspects of Easements

803 - Eminent Domain Law  
901 - Engineering Plan Dev. & App.  
902 - Property Descriptions

#### Other Coursework:

DOT R/W Academy, Right of Way 101  
Appraisal Institute, Appraisal Principles

# Linwood "Skip" Carleton, Jr., PLS

## LAND SURVEYING MANAGER

### OVERVIEW



As the Right of Way Engineering/Land Surveying Manager, Mr. Carleton brings with him more than 40 years of experience in the surveying field.. Mr. Carleton has served as a Program Manager for several Transportation/Transit projects throughout all of California including as the lead manager for multiple Caltrans District projects and has provided local agencies/municipalities land surveying and right of way engineering support services in the Southern and Central California regions. His expertise includes land surveying program management, property boundary retracement, complex title analysis, field surveying practices, and client right of way engineering standards.

### Education

Coursework, University of Miami School of Engineering, Florida

### License(s)

Professional Land Surveyor, California, No. 6594  
Professional Land Surveyor in New Mexico, Arizona, Nevada, and Texas

### Years of Experience

Initial Years in Industry: 1973  
Initial Year with OPC: 2017

## PROJECT EXPERIENCE

### San Bernardino County Transportation Authority (SBCTA)

**Miscellaneous Title/Right of Way Engineering Services.** As part of their long-term property management plan, SBCTA required multiple corrections in title/ownership to their railroad track and stations in the Cities of Rancho Cucamonga, Upland, Montclair, San Bernardino, and Ontario, CA. Responsible for the management of all right of way engineering/field surveying and boundary retracement for multiple station properties, and analysis of all deeds/title within the project location. Tasks included preparation of as necessary legal descriptions, plat maps, exhibits, deed documents for approximately 30 deeds to correct erroneous title issues.

### Transportation Corridor Agency (TCA)

**Oso Parkway Improvement Project.** In cooperation with Caltrans and the County of Orange, CA, TCA intends to install a diamond interchange at the Oso Parkway/State Route 241 intersection to support the Los Patrones Retail/Shopping Center. As the Right of Way Engineering Manager, responsible for the coordination with multiple surveying firms to facilitate Caltrans approval of all right of way engineering documents and right of way Certification to build the proposed interchange. **Miscellaneous Title/Right of Way Engineering Services.** As part of their long-term property management plan, TCA has been in the process of disposition of several properties in the Foothill/Eastern Transportation Corridor, specifically within the Silverado/Mesa Conservation Easement limits. Responsible for preparation of as necessary legal descriptions, plat maps, exhibits, deed documents, and field surveying coordination services in multiple locations.

### City of Bakersfield

**Centennial Corridor Improvement Project.** The City of Bakersfield, in cooperation with Caltrans, is proposing to build a new east-west transportation corridor for State Route 58, providing a continuous alignment from State Route 99 to Interstate 5. As a Project Manager, responsible for comprehensive engineering design survey services to Caltrans specifications, including; survey monument search and recovery, control verification, supplemental control, 3D laser scanning, topographic surveying and mapping, and 3D modeling. Responsible for preparation of R/W engineering mapping deliverables, and R/W engineering staking necessary to support the design of this project. Efforts included approximately 10 square miles of field surveying efforts within 3 Caltrans owned freeways, management of multiple field crews, daily interface with the City, and complex mineral rights analysis.

# Linwood "Skip" Carleton, Jr., PLS

LAND SURVEYING MANAGER

## PROJECT EXPERIENCE, continued

### City of Bakersfield (continued)

**Bakersfield/TRIP, 24th Street Improvements (Former SR 178), Bakersfield, CA.** The Thomas Roads Improvement Program or "TRIP" includes a series of improvement projects deemed necessary to update aging infrastructure in areas stressed by years of rapid population growth, interregional travel, and freight movement. As part of the program's collaborative effort between the City of Bakersfield, Kern County, and Caltrans, the Bakersfield 24th Street Improvement Project will significantly enhance some of the City's major arterial roads. Responsible for the engineering design survey and ROW mapping for the project to Caltrans specifications, as well as providing other survey services. He is responsible for all Right of Way Engineering/Land Surveying necessary for the project.

## PAST RELEVANT EXPERIENCE

### City of Santa Monica

**On-Call Land Surveying Services Contract.** As Survey Manager, led the effort and provided a wide variety of professional land surveying services to the City on an as-needed basis - including ALTA surveys, topographic mapping, and expert consultation with the city attorney's staff.

### Los Angeles County Waterworks District, Lancaster

**Phase II, Avenue K Water Transmission Main.** OPC was retained by the Los Angeles County Waterworks District to provide engineering and survey services. As the Survey Manager for the project, provided detailed topographic survey mapping for 1.5 miles of the six-lane boulevard, rendered in AutoCAD, exhibiting lane striping, all improvements, and one-foot contours.

### Glendale Department of Water and Power (GWP)

**Adams Hill Water Main Replacement-Survey Services, Glendale, CA** GWP intended to replace an existing 4-inch deteriorated cast-iron water main system with approximately 7,760 linear feet of new 6- and 8-inch ductile-iron water mains in the vicinity of Adams Hill, Glendale, California. Mr. Carleton was responsible for all survey services, including establishing control and topographic surveying, necessary for GWP's Water Design Division to complete the replacement design.

### Santa Monica College

**Miscellaneous Land Surveying Services, Santa Monica, CA** As part of the annual capital improvement program required for the five campuses throughout the City, Santa Monica College utilized Mr. Carleton's management services to facilitate all land surveying and right of way engineering needs including design and topographical surveying, construction staking, and boundary analysis/retracement services.

## SPECIFIC EXPERIENCE

Cannon, Regional Survey Manager, 2009 - 2017; Nolte, Survey Director, 2008 - 2009; David Evans, VP and Regional Survey Mgr. 2004-2008; URS, Regional Field Survey Mgr. 1998 - 2004; Alhambra Land Surveyors, VP and Survey Mgr. 1993 - 1998; Community Sciences Corporation, Field Surveyor 1978 - 1990.



**Kevin J. Donahue, MAI** Executive Director

Valuation & Advisory  
Cushman & Wakefield Western, Inc.

### **Professional Expertise**

Mr. Donahue has over 32 years of experience in real estate appraisal and appraisal management in Southern, Central and Northern California serving both public and private clients. He has provided expert testimony in Orange, Los Angeles, Ventura, San Bernardino and Riverside Counties, and Federal Bankruptcy Court as well as appearing as a witness in various ADR venues.

Mr. Donahue specializes in: eminent domain, inverse condemnation, estate tax disputes and estate planning, construction defect cases, landslide and soils issues, marital dissolution, and other litigation involving real property.

He has appraised all types of vacant land, commercial property types including retail storefront, shopping centers, service stations, office buildings, mixed use, industrial and residential real estate.

His appraisal experience also includes active and former rail transportation corridors, rail expansion projects, abandoned rail facilities, utility corridors and crossings thereof. Mr. Donahue has significant experience with valuation of full and partial acquisitions for public projects, on behalf of both public agencies and private clients.

### **Memberships, Licenses, Professional Affiliations and Education**

- Appraisal Institute, MAI Designated Member
- International Right of Way Association, Chapter 67
  - President 2001

**HENNESSEY & HENNESSEY LLC**

A California Limited Liability Company  
Real Estate Appraisers

17602 17<sup>th</sup> Street, Suite 102-246 • Tustin, California 92780  
(714) 730-0744 • fax (714) 730-0755  
e-mail: hhllc@ca.rr.com

**Joseph A. Hennessey, SR/WA (1928-2016)**  
Senior Member, International Right of Way Association

**Sharon A. Hennessey, MAI, SR/WA, AI-GRS**  
Certified General Real Estate Appraiser  
MAI Designated Member of the Appraisal Institute  
AI-GRS Designated Member of the Appraisal Institute  
Senior Member, International Right of Way Association

**Contact**

Hennessey & Hennessey LLC, a California Limited Liability Company  
17602 17<sup>th</sup> Street, Suite 102-246  
Tustin, California 92780-7915

Telephone: (714) 730-0744  
Fax: (714) 730-0755  
E-mail: hhllc@ca.rr.com  
Contact: Sharon A. Hennessey, MAI, SR/WA, AI-GRS, Manager

**Company Profile**

Hennessey & Hennessey LLC (Hennessey & Hennessey), an Orange County firm with an office in the City of Tustin, has provided real estate appraisal and consulting services for government agencies and private entities throughout California for more than 40 years. Founded in 1979 as an independent appraisal firm, Hennessey & Hennessey transitioned from an association of real estate appraisers to a California Limited Liability Company in 1999. Currently, there is a staff of three.

Hennessey & Hennessey is an Underutilized Disadvantaged Business Enterprise (UDBE) certified by the California Unified Certification Program (CUCP) and a Small Business (SB) certified by the California Department of General Services.

**Price Rate****Employee/Subcontractor Services and Hourly Rate Schedule**

Name	Job Title/ Classification	Job Function	Fully Burdened Hourly Rate*
Sharon A. Hennessey	Senior appraiser	Real estate appraisal	\$265
		Court testimony	\$350

The Senior Appraisers provide appraisal and appraisal review services.

## Company Experience

For more than 40 years, Hennessey & Hennessey's primary emphasis has been appraisal for eminent domain purposes for public agencies, specializing in appraising properties for negotiated acquisitions and litigation. Hennessey & Hennessey has a complete understanding of the process and complexity involved in eminent domain law. This ensures that our reports meet the requirements of the law and the guidelines of the review agency, and provide a useful tool with comprehensive information for the acquisition agent, particularly in cases of partial acquisitions.

Hennessey & Hennessey has appraised properties for disposition purposes, budgetary estimates, market studies, negotiations, estate planning, franchise fee negotiations, and litigation matters, and has reviewed appraisals prepared by other firms for similar projects. Hennessey & Hennessey also has assisted in the preparation of right of way cost estimates for project study reports and has provided expert testimony in court cases.

Our work includes appraising all types of real property – commercial, retail, office, mixed use, industrial, multi-family and single-family residential, agricultural, and special use properties, and vacant land. We also produce narrative appraisals for full and partial acquisitions of vacant and improved parcels along freeway, railroad, flood control and easement corridors. Many of our appraisals are for multiple-parcel right of way projects.

With this background of varied appraisal experience and knowledge of appraisal review requirements in accordance with USPAP and federal requirements, Hennessey & Hennessey is well qualified to review appraisals. We have completed hundreds of appraisal reviews similar in nature and complexity to the appraisal assignments listed above.

To document our ability to perform the types of assignments to be completed under the proposed contract and the expertise of our staff and subcontractors, brief descriptions of previously completed appraisals and appraisal reviews are presented below. The key personnel responsible for the completion of these projects will be performing the services to be assigned under the proposed contract.

## Appraisal and Appraisal Review Experience

- **I-10 Improvement Project, San Bernardino County, CA - 2018- 2019.** Reviewed more than 200 appraisals to determine their accuracy and compliance with state and federal guidelines. Contract Fee \$380,000. Key Personnel: Sharon A. Hennessey, MAI, SR/WA, AI-GRS
- **I-405 Improvement Project, Orange County, CA - 2016- 2019.** Reviewed more than 300 appraisals to determine their accuracy and compliance with state and federal guidelines. Contract Fee \$1,300,000. Key Personnel: Sharon A. Hennessey, MAI, SR/WA, AI-GRS
- **Redlands Passenger Rail Project, San Bernardino County, CA - 2017- 2019.** Reviewed ±40 appraisals to determine their accuracy and compliance with state and federal guidelines. Contract Fee \$110,000. Key Personnel: Sharon A. Hennessey, MAI, SR/WA, AI-GRS
- **State College Blvd Widening Project, Anaheim, CA - 2016- 2017.** Appraised multiple properties for a road widening project. Contract Fee \$30,000. Key Personnel: Sharon A. Hennessey, MAI, SR/WA, AI-GRS
- **I-5 Improvement Project, San Clemente, CA - 2013- 2014.** Appraised multiple properties for a freeway widening project. Contract Fee \$207,000. Key Personnel: Sharon A. Hennessey, MAI, SR/WA, AI-GRS



Donna Desmond  
ASSOCIATES

265 S. Beverly Glen Blvd., Los Angeles, CA 90024  
(310) 475-1114 • ddesmond@donnadesmond.com

Donna Desmond Associates is a business valuation firm specializing in valuing goodwill loss in eminent domain proceedings pursuant to California Code of Civil Procedure section 1263.510. Donna Desmond Associates works closely with condemning agencies and private parties to provide comprehensive, well researched and defensible goodwill loss appraisals. Donna Desmond Associates is a certified MWBE (file #14-000009) and is certified as a DBE (file #039212) by the California Unified Certification Program.

### **Eminent Domain Appraisal Services**

Goodwill loss appraisal services provided by Donna Desmond Associates include:

- Preliminary Estimates for Budgetary Purposes
- Goodwill Loss Appraisals
- Litigation Support
- Appraisal Review
- Court Testimony

### **Qualifications**

*Donna Desmond, ASA*

Donna Desmond, President of Donna Desmond Associates, has specialized in business valuation since 1986. She has completed thousands of appraisal assignments for both public agencies and private parties throughout the State of California. Ms. Desmond has qualified as an expert in goodwill loss and business damages in federal district court and in California superior courts in Los Angeles, Orange, Riverside, San Bernardino, San Diego, Kern, Santa Clara, San Mateo, San Francisco, Contra Costa and Sonoma counties and in Nevada and Texas. Additionally, Ms. Desmond has testified extensively in arbitration throughout California.

Ms. Desmond is a senior member of the American Society of Appraisers, Business Valuation discipline and a member of the International Right of Way Association. Ms. Desmond regularly gives seminars to public agencies, attorney groups and right of way organizations. A complete listing of seminars given is provided in the following enclosures.

Ms. Desmond graduated with a bachelor's degree from the University of California, Los Angeles in 1986 and continues to attend professional education courses in appraisal, finance, accounting and right-of-way.

## Representative Seminars Given By Donna Desmond

*February 9, 2017*

**How Right of Way Agents Out to Help Manage and Minimize Goodwill Impacts**

Presented at the CLE 19<sup>th</sup> Annual Southern California Conference

*November 8, 2016*

**Comparable Sales in Goodwill Loss Analysis**

Presented at the CLE Annual Northern California Conference

*February 25, 2016*

**Duty to Mitigate Damages in Loss of Goodwill**

Presented at the CLE 18<sup>th</sup> Annual Southern California Conference

*April 28, 2015*

**Approaches to Interim Business Losses**

Presented at the International Right of Way Association Valuation Conference

*October 27, 2014*

**The Effects of Casasola on the Goodwill Loss Calculation**

Presented at the CLE International Eminent Domain Conference

*January 26, 2012*

**What's so Good about Goodwill? The California Experience**

Presented at the ALI-ABA National Eminent Domain Conference

*November 4, 2011*

**Valuing Goodwill After Casasola**

Presented at the CLE International Eminent Domain Conference

*May 13, 2011*

**Discovery Issues in Goodwill Loss Appraisal**

Presented at the CLE International Eminent Domain Conference

*April 12, 2010*

**Goodwill – What, When & Why**

Presented at CLE International Eminent Domain Conference

*November 18, 2009*

**Updates of Goodwill Issues**

Presented at CLE International Eminent Domain Conference

*April 23, 2009*

**Billboard Appraisal in California**

Presented at CLE International Eminent Domain Conference

*October 11, 2008*

**Goodwill Valuation and the Cost Approach**

Presented to Chapter 57 of the International Right of Way Association

*May 1, 2008*

**Goodwill Valuation after Aklilu and Mesdeq**

Presented at CLE International Eminent Domain Conference

*April 24, 2007*

**Billboard Valuation in California**

Presented at the International Right of Way Association Valuation Conference

*December 12, 2006*

**Billboard Valuation in California**

Presented at CLE International Eminent Domain Conference

*December 5, 2006*

**Billboard Valuation in California**

Presented to the Eminent Domain Section of the San Diego Bar Association

*June 1, 2005*

**2005 Eminent Domain Case Update**

Presented to the International Right of Way Association, San Diego Chapter

*October 28, 2004*

**Compensation for Goodwill Loss and Short Term Leases**

Presented at CLE International Eminent Domain Conference

*October 10, 2002*

**Valuing Loss of Goodwill in Public Agency Acquisition**

Presented to the International Right of Way Association, Inland Empire



## Four Decades of Successful Real Estate Services to Governmental Agencies



*Very professional, responsive, interacted well with property owners, kept complete notes and files, provided timely updates.*



**Santa Clara Valley Water District**



## Overland, Pacific & Cutler, LLC (OPC)

Contact Information



OPC Corporate Office  
3750 Schaufele Avenue  
Suite 150  
Long Beach, CA 90808



Brian Everett  
Chief Executive Officer  
Main : 800.400.7356  
Direct : 562.304.2060



Email : [beverett@opcservices.com](mailto:beverett@opcservices.com)  
[www.OPCservices.com](http://www.OPCservices.com)

**EXHIBIT C**

**COMPENSATION**

Fee Proposal including hourly rates if applicable

SECTION 3.

# Fee Proposal



The proposer shall complete and submit a total markup schedule. This schedule will be used for comparison purposes only.

**COMPANY NAME**

<b><u>TITLE</u></b>	<b><u>BILLING RATE</u></b>
Project Manager	\$ 130
Project Coordinator- CA, Real Estate Broker	\$ 150
Right of Way-Technician      Sr. Agent	\$ 115
Office Assistant	\$ 55
Right of Way-CA, Certified Appraiser      MAI	\$ 265 (Hennessey) 350 (Donahue)

Please refer to OPC's full hourly rate schedule included in this Fee Proposal.

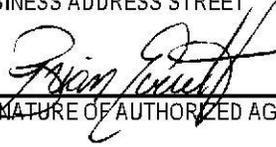
**Proposer shall submit hourly rates schedule, which shall include but not limited to, direct and indirect costs for labor, for staff per job classification, material, equipment rates, overhead, incidental supplies, travel, mileage, and fuel. Any special materials will be purchased by the contractor only after discussed and authorized by the City projects manager or designee in writing.**

**Prior to commencement of services, Contractor shall provide separate quotes, upon request by the City, which shall be approved by the City's Public Works Agency.**

Note: **This contract is subject to prevailing wages.**

<b>Overland, Pacific &amp; Cutler, LLC</b>	<b>XXXXXXXXXXXX</b>
COMPLETE LEGAL NAME OF COMPANY	TAXPAYER I.D. NO.

<b>3750 Schaufele Avenue, Suite 150, Long Beach, CA 90808</b>		
BUSINESS ADDRESS STREET	CITY/STATE	ZIP CODE

<b>x</b> 	<b>Brian Everett</b>	<b>CEO/Broker in Charge</b>
SIGNATURE OF AUTHORIZED AGENT	NAME (PRINT)	TITLE

<b>beverett@opcservices.com</b>	<b>562.304.2000</b>
EMAIL ADDRESS	PHONE NUMBER

<b>N/A</b>	<b>DIR Reg Attached</b>
CSLB NUMBER	DIR REGISTRATION NUMBER



State of California

Department of Industrial Relations

Back to DIR>> (<https://www.dir.ca.gov/>)

Contractor Information

**Legal Entity Name** OVERLAND PACIFIC & CUTLER, LLC  
 Corporation  
 Active  
 10000C4746  
 07/01/20  
 06/30/21  
 3750 SCHAUFLE AVE, SUITE 150 LONG BEACH 90808 CA United States of America  
 3750 SCHAUFLE AVE, SUITE 150 LONG BEACH 90808 CA United States of America  
 contracts@opcservices.com  
 License Number (s)

Legal Entity Information

**Corporation Entity Number:** 201726810156  
**Federal Employment Identification Number:** 953559948  
**President Name:** BRIAN EVERETT  
**Vice President Name:** MARK LABONTE  
**Treasurer Name:** TBD  
**Secretary Name:** RAY ARMSTRONG  
**CEO Name:** BRIAN EVERETT

Agency for Service:

**Agent of Service Name:** MARK LA BONTE  
**Agent of Service Mailing Address:** 3750 SCHAUFLE AVE, SUITE 150 LONG BEACH 90808 CA United States of America

Worker's Compensation

**Do you lease employees through Professional Employer Organization (PEO)?:** No  
 Please provide your current worker's compensation insurance information below:  

PEO	PEO	PEO
PEO InformationName	Phone	Email

**Insured by Carrier**  
**Policy Holder Name:** OVERLAND PACIFIC & CUTLER LLC  
**Insurance Carrier:** Hartford Underwriters Insurance Co.  
**Policy Number:** 10 WE AS9914  
**Inception date:** 08/10/19  
**Expiration Date:** 08/10/20

About DIR

- Who we are (<https://www.dir.ca.gov/aboutdir.html>)
- DIR Divisions, Boards & Commissions ([https://www.dir.ca.gov/divisions\\_and\\_programs.html](https://www.dir.ca.gov/divisions_and_programs.html))
- Contact DIR (<https://www.dir.ca.gov/Contactus.html>)

Work with Us

- Jobs at DIR (<https://www.dir.ca.gov/dirjobs/dirjobs.htm>)
- Licensing, registrations, certifications & permits (<https://www.dir.ca.gov/permits-licenses-certifications.html>)
- Required Notifications (<https://www.dir.ca.gov/dosh/Required-Notifications.html>)
- Public Records Requests ([https://www.dir.ca.gov/prs\\_request.html](https://www.dir.ca.gov/prs_request.html))

Learn More

- Acceso al idioma (<http://www.dir.ca.gov/Bilingual-Services-Act/default.html>)
- Frequently Asked Questions (<https://www.dir.ca.gov/faqslist.html>)
- Site Map (<https://www.dir.ca.gov/sitemap/sitemap.html>)

25D-95

# OPC 2020 Schedule of Hourly Rates

## Management & Implementation

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Program Manager	\$250.00
Senior Project Manager	\$150.00
Project Manager/Project Controls Manager	\$130.00
Sr. Acquisition Agent/Sr. Relocation Agent/Sr. Analyst/Project Coordinator	\$115.00
Acquisition Agent/Relocation Agent/Analyst	\$105.00

## Utility Coordination

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Senior Utility Manager	\$200.00
Utility Manager	\$150.00
Senior Utility Coordinator	\$130.00
Utility Coordinator	\$115.00

## Right of Way Engineering

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Engineering Manager (PE)/Survey Manager (PLS)	\$200.00
Project Engineer (PE)/Project Surveyor (PLS)	\$150.00
Senior ROWE/Survey Analyst	\$130.00
ROWE/Survey Analyst	\$105.00

## Property Management/Property Services

---

Property Manager	\$130.00
Property Services Supervisor	\$115.00
Community Liaison/Analyst	\$105.00
Lead Landscape Crewperson	\$60.00
Landscape Crewperson	\$50.00

## Project Support/Administrative

---

Project Support Specialist	\$75.00
Administrative Assistant	\$55.00

## Terms and Conditions

OPC considers local travel/mileage, photocopying, first class postage, telephone, facsimile, and mobile communication charges a normal part of doing business and such costs are included in the stated hourly rates. Out-of-pocket expenses including pre-approved travel and lodging, outside exhibit preparation, requested overnight courier or registered and/or certified mail (return receipt requested) charges, and specialty reproduction (unless otherwise specified) are in addition to the contract amount and will be charged at cost plus ten percent (+10%) for administration, coordination, and handling. Subcontracted services, other than those listed above, will be invoiced at cost plus ten percent (+10%).

In the event OPC is required to perform any act in relation to litigation arising out of any project with the Client (for example, expert consulting, responding to a complaint, or proceeding with discovery and trial), such services are not part of this contract, nor are they part of our normal fees. If required, these types of services will be invoiced at two (2) times the regular hourly rates.

In the event this contract extends twelve (12) months beyond the initial date of execution, the hourly rates and any remaining amount in the contract shall be adjusted upwardly by five percent (5%) per annum, compounded annually, on the anniversary date of this contract.

Written communication services in other languages would be an additional cost and would be billed separately based on quoted hourly rates by independent translation services. Verbal communication in Spanish, if necessary, will be included at no additional charge.

OPC will submit monthly invoices for the professional and trade services rendered based on the hourly rate schedule provided above. The client shall promptly pay the uncontested amount due within no more than thirty (30) days after receipt of invoice.

**AGREEMENT TO PROVIDE ON-CALL RIGHT OF WAY ACQUISITION SERVICES  
FOR THE CITY OF SANTA ANA**

THIS AGREEMENT is made and entered into on this 15<sup>th</sup> day of December, 2020 by and between the 16<sup>th</sup> & G Agency, Corp, a California corporation, doing business as the ROW Company (“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 right of way acquisition services on an as needed basis.
- B. Consultant represents that Consultant 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 on-call 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. 20-091, which is attached as Exhibit A, and as more specifically 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 actual services performed under this Agreement at the rates and charges identified in Exhibit C. Consultant is one of four (4) consultants selected to provide right of way acquisition services on an on-call basis under RFP 20-091. The total compensation for these services provided by all such consultants selected under RFP 20-091 shall not exceed the shared aggregate amount of \$550,000 during the term of the Agreement, including any extension periods.
- b. Payment by City shall be made within 45 days (forty-five) 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 and terminate on December 14, 2023, unless terminated earlier in accordance with Section 17, below. The term of this Agreement may be extended for two 1-year periods upon a writing executed by the City Manager and City Attorney.

### **4. PREVAILING WAGES**

Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., (“Prevailing Wage Laws”), which require the payment of prevailing wage rates and the performance of other requirements on “public works” and “maintenance” projects. If the services being performed are part of an applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, and the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. Consultant shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

### **5. INDEPENDENT CONTRACTOR**

Consultant shall, during the entire term of this Agreement, be construed to be an independent contractor 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.

### **6. 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.

## 7. INSURANCE

Prior to undertaking performance of work under this Agreement, Consultant shall maintain and shall require its subcontractors, if any, to obtain and maintain insurance as described below:

- a. **Commercial General Liability Insurance.** Consultant shall maintain commercial general liability insurance naming the City, its officers, employees, agents, volunteers and representatives as additional insured(s) and shall include, but not be limited to protection against claims arising from bodily and personal injury, including death resulting therefrom and damage to property, resulting from any act or occurrence arising out of Consultant's operations in the performance of this Agreement, including, without limitation, acts involving vehicles. The amounts of insurance shall be not less than the following: single limit coverage applying to bodily and personal injury, including death resulting therefrom, and property damage, in the total amount of \$1,000,000 per occurrence, with \$2,000,000 in the aggregate. Such insurance shall (a) name the City, its officers, employees, agents, and representatives as additional insured(s); (b) be primary and not contributory with respect to insurance or self-insurance programs maintained by the City; and (c) contain standard separation of insureds provisions.
- b. Business automobile liability insurance, or equivalent form, with a combined single limit of not less than \$1,000,000 per occurrence. Such insurance shall include coverage for owned, hired and non-owned automobiles.
- c. **Worker's Compensation Insurance.** In accordance with the provisions of Section 3700 of the Labor Code, Consultant, if Consultant has any employees, is required to be insured against liability for worker's compensation or to undertake self-insurance. Prior to commencing the performance of the work under this Agreement, Consultant agrees to obtain and maintain any employer's liability insurance with limits not less than \$1,000,000 per accident.
- d. If Consultant is or employs a licensed professional such as an architect or engineer: Professional liability (errors and omissions) insurance, with a combined single limit of not less than \$1,000,000 per claim with \$2,000,000 in the aggregate.
- e. The following requirements apply to the insurance to be provided by Consultant pursuant to this section:
  - i. Consultant shall maintain all insurance required above in full force and effect for the entire period covered by this Agreement.
  - ii. Certificates of insurance shall be furnished to the City upon execution of this Agreement and shall be approved by the City.
  - iii. Certificates and policies shall state that the policies shall not be canceled or reduced in coverage or changed in any other material aspect without thirty (30) days prior written notice to the City.
  - iv. Where the amounts or coverage provided by the certificates of insurance provides coverage greater than those listed by this Agreement, the amounts provided by the certificates of insurance shall be incorporated by reference

into the Agreement.

- v. Consultant shall supply City with a fully executed additional insured endorsement.
- f. If Consultant fails or refuses to produce or maintain the insurance required by this section or fails or refuses to furnish the City with required proof that insurance has been procured and is in force and paid for, the City shall have the right, at the City's election, to forthwith terminate this Agreement. Such termination shall not affect Consultant's right to be paid for its time and materials expended prior to notification of termination. Consultant waives the right to receive compensation and agrees to indemnify the City for any work performed prior to approval of insurance by the City.

## **8. 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, which may 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 that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant.

## **9. 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.

## **10. 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.

## **11. 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.

## **12. 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.

## **13. 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.

## **14. 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.

## **15. 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 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 that are the subject to this Agreement performed by City personnel or by other consultants retained by City.

## **16. 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 that fails to meet the standard of performance specified in the Recitals of this Agreement.

## **17. 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.

## **18. 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.

**19. 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.

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

**21. 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:

Nabil Saba  
Executive Director, Public Works Agency  
City of Santa Ana  
20 Civic Center Plaza (M-21)  
P.O. Box 1988  
Santa Ana, California 92702  
Fax: 714-647-5635

To Consultant:

The ROW Company  
Attention Michael S. Romo, President  
1130 East Green Street  
Pasadena, California 91106  
Mromo@rightofwayco.com

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.

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

**ATTEST:**

**CITY OF SANTA ANA**

\_\_\_\_\_  
Daisy Gomez  
Clerk of the Council

\_\_\_\_\_  
Kristine Ridge  
City Manager

**APPROVED AS TO FORM:**

SONIA R. CARVALHO  
City Attorney

**CONSULTANT:**

By: Laura A. Rossini  
Laura A. Rossini  
Acting Chief Assistant City Attorney

Michael Romo  
Michael S. Romo  
President

**RECOMMENDED FOR APPROVAL:**

\_\_\_\_\_  
Nabil Saba  
Executive Director  
Public Works Agency

**EXHIBIT A**  
**SCOPE OF SERVICES**

**Appendix  
ATTACHMENT 1  
SCOPE OF WORK**

**CITY OF SANTA ANA  
REQUEST FOR PROPOSALS  
FOR  
WATER RESOURCES RIGHT OF WAY ACQUISITION SERVICES  
RFP NO.: 20-091**

**Introduction and Background:**

The City of Santa Ana (“Santa Ana” or “City”) is the county seat and the second most populous city in Orange County, California, with over 343,000 residents. It is the 57<sup>th</sup> most-populous city in the United States.

Santa Ana is located in Southern California, adjacent to the Santa Ana River, about 10 miles away from the California coast. Founded in 1869, the City is part of the Greater Los Angeles Area, the second largest metropolitan area in the United States with almost 18 million residents in 2010.

The City of Santa Ana Public Works Agency (PWA) is soliciting proposals for Water Resources Right of Way Acquisition Services. The City is looking for a multi-functional consultant/s to advise the City and provide real property acquisition, appraisal and related services.

The Consultant/s shall adhere to professional standards, the Uniform Act, Caltrans Right of Way Manual, FHWA requirements, and applicable laws and regulations.

This request for proposal (RFP) provides interested qualified firms with the information enabling them to submit a Service Bid Proposal and the services described herein.

**Description of Work:**

On as needed basis, the selected firm/s shall provide the City with the following services as described herein.

The selected Consultant/s will be expected to manage and control costs and resources, and complete work in adherence to the agreed upon project schedule and terms.

The consultant/s shall be able to provide the following tasks and not limited to: property appraisal, appraisal review, partial and full acquisition and relocation related functions, easements, temporary construction easements, disposition and excess of properties, negotiate price, identify and manage right of way needs, right of way engineering, development relocation plans and relocation services according to Relocation Law, negotiation with property owners and tenants, cost relocation analysis, right of way cost analysis, and related documentation preparation and management to right of way acquisition.

### **Coordination and Project Management:**

- The Consultant/s shall review the assigned project with City Staff, coordinate and review of all documents, and become familiar with the tasks related to the project.
- Develop feasible work plans and schedules to complete the services. Schedule should identify critical path tasks, and be updated prior to each monthly meeting.
- Conduct monthly meetings with the City Staff to discuss progress and project activities.
- Coordinate with City Staff and specialty consultants, and others to resolve project issues.
- Prepare progress status reports and presentations as needed
- Monitor and prepare update schedules, templates for appraisals, statements, agreements, acquisitions, relocations, and related information thereof.
- Establish and implement quality assurance and quality control documentation protocols with each of the deliverables.
- Attend City Council meetings (if necessary) and present

### **Appraisal Services:**

- Appraisals shall conform with the Uniform Relocation Assistance and Real Property Acquisition Act (Uniform Act) and Uniform Standards of Professional Appraisal Practice (USPAP).
- Prepare appraisals for all the parcels and properties as determined for each project.
- Develop opinion and cost for fee analysis for each project.
- Provide current preliminary title report with all exceptions.
- Provide plats, legal descriptions for project.

### **Appraisal Review Services:**

- As required by the Uniform Act, appraisals report must be reviewed by an independent appraisal reviewer.
- Prepare review report with findings and conclusions.
- Prepare “Statement of Just Compensation” to the City.
- For partial takes, (if any) document value of remaining property and impacts.

### **Acquisition Services:**

- Acquisition must occur within 30 days of appraisal approval.
- Upon City concurrence of Just Compensation, prepare offer letter and arrange meetings to discuss offer and acquisition.
- Prepare and manage right of way purchase process, coordinate appraisal, escrow, final settlement memorandum and related tasks to complete the right of way acquisition.
- Negotiate and be available to discuss acquisition with the owners and explain the process.

### **Additional Services:**

If requested, the Consultant/s shall provide the following services:

- Assist in utility relocation, street vacation and like matters
- Negotiate for loss of rent agreements, where applicable,
- Negotiate for rights of entry and environmental audits,
- Provide consultation services,
- Assist in clearing any encumbrances and or liens to title,

- Negotiate for loss of business goodwill, where applicable,
- Utility coordination and relocation, including franchises: telephone, cable, railroad, electrical (where applicable),
- Prepare right of entry documentation,
- Property Management, if applicable,
- Right of Way Certification, if applicable

All completed reports shall be certified to be correct and signed by the responsible parties doing the assigned work.

**General Requirements and Project Deliverables:**

- The selected firm/s shall submit to the City copies of all correspondence, contracts, appraisals, and all other reports related to the subject in connection with the project.
- The selected firm/s shall obtain all necessary permits, and licenses from the City and local jurisdiction prior to commencing any of the work.
- All work shall be performed to the specific project and or location as detailed in the notice to proceed and indicated by the City.
- All reports, analyses, and technical memoranda shall be submitted electronically to the City and include all the information as required.

\*A list of positions and hourly rates shall be included as part of the proposal and included in the seal bid package. See Attachment 4 – ADDITIONAL PROVISIONS for a sample breakdown.

**Consultant Responsibilities:**

The Consultant shall be able to comply with Caltrans Local Assistance Procedure Manual, Exhibit 10-K – **Consultant Annual Certification of Indirect Costs and Financial Management System**, and any other state audit and or federal government agency. This section is applicable to all federal funded related project related services.

**City Responsibilities:**

The City will provide information in its possession relevant to the preparation of the required information in the RFP. The City will provide only the staff assistance and the documentation specifically in referred to herein.

**EXHIBIT B**  
**CONSULTANT'S PROPOSAL**



Proposal for

# CITY OF SANTA ANA

## WATER RESOURCES

## RIGHT OF WAY SERVICES

RFP: 20-091

**October 8, 2020**



A 16<sup>TH</sup> & G Agency Company

1130 E. Green St.  
Pasadena, CA 91106

**25D-111**

October 8, 2020

City of Santa Ana  
Santa Ana Public Works Agency  
Attention: Armando Fernandez  
20 Civic Center Plaza  
Santa Ana, CA 92701

**Re: Request for Proposal (RFP), Water Resources Right-of-Way Acquisition Services**

Mr. Fernandez,

Thank you for the opportunity to share The ROW Company's (ROWCO) qualifications to provide Right of Way Acquisition Services for the City of Santa Ana, Public Works Agency (PWA). In this proposal we outline our plan to save costs, accelerate schedule and deliver projects through our vast experience, collaboration and innovation.

The ROW Company is a local, specialized real estate/right-of-way team with dynamic resources. Led by experienced, industry-leading Senior Right-of-Way Agent Professionals (SR/WA), we set new standards for the way public projects are planned, managed and delivered to provide valuable services to our local communities.

While our firm is a Disadvantaged Business Enterprise (DBE), and certified Small-Business (SB), we are a team of successful, industry-established project managers and field agents that large right-of-way firms and local public agencies have depended upon to deliver high-profile projects – **our team consistently delivers**.

Together, we deliver professional real estate services through innovative concepts, by prioritizing our client's needs and objectives, working as a real team, and effectively managing project scope, cost, and schedule for expedited project delivery.

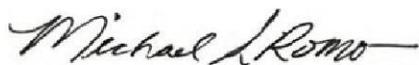
One of the most fundamental aspects of our approach involves emphasizing early engagement with stakeholders. Our team consists of communications experts that build understanding, trust and cooperation with tenants, property owners, businesses and other stakeholders. We emphasize proactive communication at the earliest stages of development to build rapport and ensure project success.

Our team will provide PWA with comprehensive right-of-way acquisition services including Project Management, Property Acquisition, Relocation Assistance and Project Certification among other key services, and will direct support services through our expert subconsultants including but not limited to Integra Realty Resources (IRR) and Hennessey & Hennessey, LLC.

The ROW Company builds successful working relationships with local public agencies through our meticulously planned and diligently implemented work methods. If granted this opportunity, our team will guide the requested right-of-way acquisition services step-by-step through successful delivery.

Please feel free to reach out to me at [mromo@rightofwayco.com](mailto:mromo@rightofwayco.com) or at (909) 488-9500, if you have any questions or concerns. I am an authorized official with legal authority to bind the company.

Respectfully,



Michael S. Romo, SR/WA  
President



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# FIRM QUALIFICATIONS

The ROW Company is an innovative right-of-way delivery team that sets new standards for planning, managing, and delivering public projects to support the viability of our communities. We emphasize proactive planning, communication and engagement, which are critical to building understanding, trust and cooperation with the public.

Our personnel are specialized navigating the most difficult project challenges, while building public confidence and trust. The ROW Company will provide PWA with a responsible and stable presence, through our experience delivering local, state and federally funded projects with oversight from the California Department of Transportation (Caltrans), Federal Transit Administration (FTA) and Federal Highway Administration (FHWA).

We believe public projects require the highest degree of regulatory, management and certification expertise. Our management and senior right-of-way personnel consist of Senior Right-of-Way Professionals (SR/WA) with an established record delivering local projects for public agencies as public and private sector personnel. In addition to our experience we are communication experts who have established effective working relationships with local public agencies.

Our firm's Project Manager/Broker, Michael Romo has provided project management services for major local agencies including the California Department of Transportation (Caltrans) and Los Angeles County Metropolitan Transportation Authority (Metro), during his 25-year career. Micole Alfaro, Acquisition/Relocation Manager brings extensive experience contributing to the delivery of major public projects throughout the Southern California region. He actively serves as International Right-of-Way Association (IRWA), Professional Development Committee Board Chair.

## Services

- Relocation Assistance
- Relocation Planning
- Utility Relocations
- Property Services
- Environmental Services
- Consultant Oversight
- Project Management
- Property Acquisition
- Risk Management
- Program Management
- Cost Studies/Estimating
- Community Outreach

## Officers

### President

Michael Romo, SR/WA, CA Broker  
Mobile: (909) 754-6310  
Email: mromo@rightofwayco.com

### CFO

Micole Alfaro, SR/WA  
Mobile: (626) 864-3619  
Email: malfaro@rightofwayco.com

## Firm Profile

### Name

16 th & G Agency, Corp., DBA The ROW Company (ROWCO)

### Structure

**S-Corporation** (Non subsidiary)

CA License C4150733

Incorporated 2018

### Main Office

1130 E. Green St.  
Pasadena, CA 91106  
Office: (626) 314-2440

### Branch Office

1255 W. Colton Ave.  
Redlands, CA 92374  
Office: (909) 760-0210

### Certifications

Small Business, CA DGS, Cert. 2016734

Small Business Enterprise (SBE) Metro  
File #8332

Disadvantaged Business Enterprise (DBE),  
CUCP: 47336

**SBE/DBE Certified Company**

**SR/WA Certified Project  
Managers**

**Bilingual Staff**

**DRE Licensed Agents**

**Managers have worked for  
15 public agencies**



Our Utility Manager Yolanda Matranga has over 40 years of experience securing easement and fee property for California utilities and municipalities. She has served as point-of-contact for municipalities, utilities and Caltrans projects and has extensively coordinated with local public officials to resolve/mitigate issues.

Our focus is on continually developing team members, sharing knowledge and keeping up to date with current best practices. All of our personnel have at least 10 years of relevant right-of-way experience and actively pursue professional development. We believe continual growth and development are also keys to innovation and successful project delivery.

Our ability to deliver projects is directly attributable to the quality, training and experience of our personnel, whom the public interfaces and depends upon to provide professional, educated and informed services. Our personnel have consistently been sought as experts on risk identification, strategy development and solution implementation in right-of-way programs.

We are recognized as industry experts in administering acquisition services and relocation assistance services in accordance with the Relocation Assistance and Real Property Acquisition Policies Act of 1970 (Uniform Act), and/or the California Relocation Assistance and Real Property Acquisition Guidelines (State Act) as appropriate.

The benefits of working with us include:

- ALL staff have at least 10 years of relevant right-of-way experience.
- The quality of our experience allows us to proactively direct right-of-way tasks.
- We develop pathways and mitigation measures in the early stages of project planning.
- Our principles are actively involved in projects and immediately respond to client needs.
- We work closely with the Caltrans Local Programs and Local Assistance Office.
- Our expertise results in reduced costs, enhanced quality and expedited delivery.

Our personnel have delivered projects in coordination with many local public agencies including:

- |  |  |
|--|--|
| ◆ Southern California Edison (Edison)                              | ◆ City of Menifee  |
| ◆ Pacific Gas and Electric Company                                 | ◆ City of Rialto   |
| ◆ Sacramento Area Flood Control Agency (SAFCA)                     | ◆ City of Jurupa Valley  |
| ◆ Los Angeles County Metropolitan Transportation Authority (Metro) | ◆ County of Riverside  |
| ◆ Marysville Levee District  | ◆ Riverside County Flood Control and Water Conservation District |
| ◆ City of Highland   | ◆ Riverside County Transportation Commission (RCTC)              |
| ◆ City of Moreno Valley  | ◆ San Bernardino County Transportation Authority (SBCTA)         |
| ◆ City of Grand Terrace  |  |
| ◆ Caltrans District 8  |  |

With more than 200 years of combined local, state and federally funded project experience delivering acquisition right-of-way services, as well as projects involving utility, local street, highway, and rail coordination, our team guides the most challenging projects through successful delivery.



# KEY PERSONNEL

## Michael Romo, SR/WA - Principal/Senior Project Manager

- Bachelor of Science, Business Admin., Cal State University, San Bernardino
- IRWA Chapter 57 – Former Secretary, Education Chair
- CA Real Estate Broker License, No. 01246067 - Issue 8/26/19, Exp. 8/25/23

## Micole Alfaro, SR/WA - Principal/Senior Project Manager/Relocation

- Bachelor of Arts, Communications, Cal State University, Fullerton
- IRWA Chapter 1 PDC Board Chair
- CA RE License, No.01746628 - Issue 4/19/06, Exp. 4/17/24

## Janet Parks, SR/WA, R/W-AMC - Acquisition Manager

- Public Admin., CSU San Bernardino
- IRWA Region 1 Chairman
- CA RE License, No. 00759374 - Issue 11/15/79, Exp. 12/09/20

## Yolanda Matranga, SR/WA, R/W-NAC - Utilities Manager

- Cal State Sacramento, 1988 Mgmt. Cert. '93
- IRWA Reg. 1 Chair '18-Present
- CA RE License, No. 01861291 - Issue 3/26/09, Exp. 3/25/21

## Carol Chiodo - QA/QC Manager

- B.S. Degree, Recreation Administration, Cal State Northridge
- Graduate Studies, Public Administration, Cal State Univ., Northridge
- Paralegal Certificate, Cal State, Los Angeles

## Erick Gutierrez - Senior Acquisition Agent

- Assoc. of Applied Science, Electronics, DeVry University
- Bachelor of Theology, Master's Seminary
- CA RE License, No. 01357184 - Issue 10/23/02 Exp. 10/22/22

## Delia Jimenez - Senior Acquisition Agent

- Project Management Cert., Univ. of CA Irvine Extension, 2010-2011
- Member (IRWA), Chapter 67
- CA RE License 02033162 - Issue 6/5/2017, Exp. 6/4/2021

## Conner McDonald, SR/WA - Senior Acquisition/Relocation Agent

- Bachelor of Arts, Economics, Political Science, University of California, Davis
- International Right of Way Association – CLIMB-Certified Instructor
- CA RE Broker License No. 01780060 - Issue 11/1/06, Exp. 10/28/22

## Neidy Pinuelas, SR/WA, R/W-RAC - Senior Relocation Agent

- B.S. Criminal Justice /Mgmt., Univ. of Phoenix
- IRWA Relocation Chair 2016-2017 Chapter 57
- CA RE License: In Progress

## Roberto Corrales - Senior Relocation Agent

- B.A. Business Administration, Mira Costa College
- CA RE License 01792885
- Member, International Right of Way Association (IRWA), Chapter 57, Past President

## Angelica Luna - Senior Relocation Agent

- B.S., Business Administration, Mgmt. & Human Resources, CalPoly
- Member IRWA, Chapter 1
- CA RE License, No.01745512 - Issue 4/12/06, Exp. 04/11/22



# ORGANIZATION CHART/AVAILABILITY



PWA

**Michael Romo**  
SR/WA  
Project Manager/  
Broker  
90%

Es = Spanish Fluency

**Micole Alfaro**  
SR/WA  
Relocation  
Manager  
90%

**Carol Chiodo**  
QA/QC Manager  
90%

**Janet Parks**  
SR/WA R/W-AMC  
Acquisition  
Manager  
90%

**Neidy Pinuelas**  
SR/WA R/W-RAC  
Senior Relocation  
Agent  
50% Es

**Yolanda Matranga**  
SR/WA RW-NAC  
Utility Manager  
50% Es

**Conner McDonald**  
SR/WA  
Senior Acquisition  
Agent  
90%

**Roberto Corrales**  
Senior Relocation  
Agent  
90% Es

**Delia Jimenez**  
Senior Acquisition  
Agent  
90% Es

**Angelica Luna**  
Senior Relocation  
Agent  
50% Es

**Erick Gutierrez**  
Senior Acquisition  
Agent  
90%



# UNDERSTANDING OF NEED/PROJECT APPROACH

## Coordination and Project Management

Our approach to project management is based upon established principles as established by the Project Management Institute. Through our meticulous approach, we maintain project controls, create efficiencies to accelerate the right-of-way effort and produce quality results.

Based on our extensive experience delivering similar local street and capital improvement projects such as highways, grade separations and flood control projects, The ROW Company is fully prepared to assist PWA with professional right-of-way acquisition services. In our proposal we outline important methods for effectively providing real estate/right-of-way services, built upon our meticulous planning and execution.

We establish and maintain lines of communication to keep PWA and Stakeholders informed of real time status and planned activities. The ROW Company personnel are prepared to meet with PWA staff to discuss issues pertinent to assigned tasks and will proactively participate in project and agency meetings to discuss acquisition status and progress. Our team is prepared with a communication plan that includes:

- Weekly teleconference with ROWCO's Project Manager and the PWA Project Manager to discuss urgent project matters, questions, concerns and status updates.
- Monthly in-person (or videoconference) meeting with ROWCO's Project Manager and PWA for status report updates (In addition to monthly PDT).
- Weekly ROWCO staff meetings. We encourage PWA participation.
- All meetings incorporate minutes and "Look Aheads" to keep the project team informed of current status and planned activities.

## Administration

We conduct all right-of-way activities including project filing and documentation requirements in compliance with the State Act and Uniform Act requirements. In addition, we are experienced with Caltrans processes when projects are federally funded. As a standard practice we acquire property rights utilizing the highest procedural standards and filing systems, and we supervise, coordinate and monitor the activities of our subconsultants in accordance with these standards.

We adhere to the Caltrans parcel system for on-system projects as appropriate, whereby the Department assigns parcel numbers for acquisitions incorporated into State systems. By contrast local agencies create their own parcel file systems for federally funded off-system projects. Regardless of the filing system it is critically important to develop and maintain filing systems at the earliest stages of project development. Our file systems save time, increase efficiencies, and streamline document review processes and project certifications.

We also develop effective work plans through identification of project funding and regulatory requirements in the earliest stages of development. For example, for the purpose of a highway project, all right-of-way activities are performed in accordance with the Caltrans Right-of-Way Manual and Local Assistance Procedures Manual, Chapter 13 "Right-of-way." For on-system (highway) projects we adhere to California Transportation Commission (CTC) regulations per the Caltrans Right-of-Way Manual.



If federal participation for the right-of-way scope is being pursued or has been obtained, the project must have an approved E-76 prior to offers being made. We confirm the project has obtained an approved National Environmental Policy Act (NEPA) document to proceed with acquisition activities. Our experienced team is highly successful negotiating settlements with owners and reducing the likelihood of proceeding to Resolutions of Necessity (RON).

As some of our staff are former Caltrans employees, we are highly experienced with Caltrans certification requirements and submittal processes. We assist public agencies in meeting certification requirements within expedited timelines. These steps are taken at the earliest stages of project development.

### Schedule and Progress Reports

ROWCO's Project Manager develops an expedited Project Schedule for each Task Order that includes milestone delivery dates, and meticulously planned and executed management and agent tasks that support delivery milestones, from the initial appraisal phase through property demolition. The schedule assesses any long-lead items such as environmental issues or obtaining additional right-of-way requirements after right-of-way activities have been initiated, and other risk items that can affect project schedule, which are monitored, mitigated and communicated throughout the project as part of our comprehensive project controls. The schedule is tracked throughout project duration and monthly progress reports are submitted to PWA outlining current status, action items and outstanding issues for review and approval, which is beneficial in preparing quarterly reporting requirements for federal oversight projects.

The Project Schedule is not a static document; it is an important tool that accounts for a myriad of scenarios that may be encountered throughout a project based upon our years of management experience. For example, our team may prepare a schedule that includes delivery with condemnation and delivery without condemnation so there is a clear understanding that once milestones are met, i.e. first written offers, if settlement is not reached within reasonable time, we proceed with a schedule based upon condemnation. Our project schedule recognizes certain activities can be completed prior to environmental approval. We inform PWA of such opportunities to expedite schedule and associated risk, depending upon the status of environmental documents.

Our staff is available to attend any City Council meetings if necessary, to present project information and address any right-of-way concerns. In keeping stakeholders informed, we recommend that those most effected by projects (i.e. tenants, property owners and businesses) remain at the forefront of our planning and communication efforts. We emphasize proactive and consistent communication with stakeholders at the earliest stages of project development to build rapport and ensure the success of right-of-way services.

In projects funded by the Federal Transit Administration (FTA), prior to acquisition activities and environmental approval our management team develops a Real Estate Acquisition and Management Plan (RAMP) that addresses all phases of right-of-way delivery, including cost estimating, project scheduling, staffing, appraisals, document control and condemnation roles and authorizations. In the RAMP we assess the costs and risks of obtaining early appraisals prior to the Project Approval & Environmental Document (PA&ED) or Preliminary Engineering Environmental Document (PE&ED), which allows acquisition offers to coincide with environmental approval, saving months in the project schedule.



### Risk Management

We proactively manage risk for project scope, cost, and schedule control. We extensively utilize tracking reports for managing right of way tasks within a scope of services. Tracking reports are an effective tool to manage project schedules and risks.



In the RAMP we assess opportunities to incentivize owners and expedite property acquisitions. Considering the housing crisis, we assess relocation needs under the provisions of Housing of Last Resort (LRH). With input from the RAMP, we develop a Risk Register for project scope, cost, and schedule control that is maintained throughout the project. In the Risk Register we address impacts to utilities that require long relocation lead times such as transmission lines, and/or time associated with special uses such as restaurants or gas stations for example.

### **Quality Assurance/Quality Control (QA/QC) Plan**

The ROW Company understands a Quality Management Plan is vital to deliver an effective and efficient process for the development of projects. Our team develops and follows a Quality Management Plan that meets the standards of professional practice and satisfies requirements of a project scope and schedule. We develop a Quality Assurance /Quality Control (QA/QC) plan and ensure all Project Team members, including subconsultants incorporate the plan for each project.

We ensure each team member and subconsultants understand project objectives, apply sound right-of-way principles for all phases of delivery and produce quality, accurate, and complete documents within the project schedule and budget. We ensure all procedures, policies, regulations and project documents are conducted and prepared in accordance with Federal Highway Administration (FHWA), Caltrans, Federal Transit Administration (FTA) and PWA policies as appropriate.

As part of our Quality Control process we identify key milestones within a project schedule for each deliverable. Each deliverable is reviewed by our Project Manager, followed by our QA/QC reviewer. In the event documents require revisions or clarifications, our QA/QC reviewer returns the documents to our Project Manager for revisions. When our reviewer determines documents are acceptable, they are forwarded to our Project Manager. After documents are approved by our Project Manager they are forwarded to PWA for review and approval with a cover sheet to document the reviews and status of each document.

Our Project Manager also ensures appropriate actions are taken if necessary, to improve or modify the QA/QC plan and ensure appropriate resources are provided. The ROW Company's approach to project delivery utilizes an innovative team concept that improves efficiency and effectiveness, resulting in faster delivery and cost savings for our clients. Our QA/ QC process is just one of the many tools we use to provide excellent service and consistently deliver capital improvement projects.

### **Budget Management**

At the onset of a project, ROWCO's Project Manager coordinates with the PWA Project Manager to develop the Right-of-Way Project Budget for Consultant Deliverables. Once the budget is developed, our Project Manager manages the budget throughout the term of the Contract and provides a Right-of-Way Costs Report updated and delivered to PWA on a monthly basis. The Report includes updates on Task Order cost and associated budget for each invoice. Any increases in cost or scope are reported for review and approval. Our meticulous project scheduling and work planning ensures tasks and assignments are delivered within the Project Schedule.

### **Personnel Management**

We believe public projects require the highest degree of regulatory, management and certification expertise. Our team consists largely of Senior Right-of-Way Professionals (SR/ WA), and personnel with an extensive record delivering local projects for public agencies who remain informed of policies and practices within the right-of-way profession. In accordance with our philosophy, we carefully consider the credentials of key personnel for such positions as Project Manager, Acquisition Manager, Relocation Manager and Utilities Relocation Coordinator who have the requisite experience, training and certification.



As provided in our resumes and qualifications, all of our personnel have no less than a minimum 10 years of relevant right-of-way experience administering major public projects for prominent local public agencies. All of our agents have received cross training in various functions of project management, right-of-way, acquisition, relocation and utility coordination among other services, and have extensive experience delivering projects with Caltrans oversight. All personnel as outlined in our Identification of Key Personnel are available for the duration of the PWA projects. Once assigned they are not replaced without written consent.

### Coordination with Design

Moving toward project implementation, it is highly recommended our project management team provides critical impact assessment from our right-of-way perspective and works closely with PWA and Design to mitigate unnecessary impacts and develop proposed alternatives. We are partners in reducing project impacts and maintaining the viability of diverse communities.

Our Project Manager reviews the Preliminary Plans, Specifications and Estimates documents and conducts field reviews with our Senior Acquisition Agent to assess right-of-way impacts. Our personnel are highly experienced reviewing mapping utilizing Geographic Information Systems (GIS) and other resources to identify project requirements. Based upon review of preliminary mapping provided by Design, our team assesses any additional impacts, unnecessary impacts, mitigation measures or proposed alternatives. We also identify any concurrent projects in the area that can affect replacement resources or City services, as well as impacts to partner agencies or stakeholders.

Our team is prepared to assist PWA with any additional coordination that may arise. Through our field inspection we identify utility facilities that may require coordination, relocation or potential replacement easements. We can assist PWA with acquiring replacement easements that may be necessary. Our Project Manager works with the Design team to refine scope if necessary, including full and partial acquisitions, and potentials for mitigations. After considering approaches and alternatives, we confirm the plan with the Design before legal descriptions and plat maps are finalized and provided to the appraiser.



### Impact Analyses/ Mitigation

Our innovative right-of-way delivery team provides critical impact analyses and assessment. We mitigate unnecessary impacts and develop proposed alternatives. We are partners in reducing project impacts and maintaining the viability of our diverse communities.

In Summary, The ROW Company's Project Management plan ensures successful delivery of our real estate/right-of-way consultant services through:

- Assessing and planning for funding/regulatory requirements.
- Employing proactive methods for enhanced/expedited delivery.
- Developing, monitoring and executing effective work plans.
- Maintaining comprehensive project controls and managing risk.
- Effectively managing project schedule, budget and consultant deliverables.
- Proactively coordinating right-of-way activities with Design.
- Keeping stakeholders informed of real time status/planned activities.



## Right-of-Way Engineering and Surveying Services

The ROW Company works with Guida Engineering to provide expert Right-of-Way Engineering and Surveying Services. Guida Engineering has worked extensively with local public agencies. Prior to finalizing right-of-way requirements, we work collaboratively by coordinating meetings between PWA Project Management, Design team, and Guida Engineering, and reviewing all engineering and surveying work as part of our QA/QC Plan.

During implementation, we work with Guida Engineering to identify any additional interests that may be needed for Projects. As time and risk reducing measures, prior to final design and mapping we coordinate with Design and Engineering to ensure right-of-way impacts and requirements are fully addressed. We work closely with Guida Engineering to ensure quality right-of-way engineering and surveying services by assessing right-of-way requirements needed for access and construction, identifying opportunities to reduce impacts to project schedule and/or budget and developing replacement easements to relocate utility facilities.

## Environmental Support Services

In the event environmental site assessment (i.e., Phase 1, Phase 2 is required to confirm properties are free and clear of hazardous materials), our team can provide environmental and hazardous materials services support services, which includes coordinating access and obtaining rights of entry as necessary.

## Appraisal Services

The ROW Company coordinates with Integra Realty Resources (IRR) for expert Appraisal Services. Richard Donahue of IRR has been providing quality appraisal services for local public agencies for over 35 years. Our team works closely with IRR throughout project delivery and ensures appraisers understand project assignments. We coordinate with appraisers in clarifying any concerns that may arise regarding project design.

During implementation our Project Manager develops and maintains a report to track appraisal activities including start dates, target completion dates, owner contacts and submittals to PWA. After our Project Manager confirms the project schedule, duration of Temporary Construction Easements (TCE) and receives the right-of-way appraisal maps/exhibits, we prepare the Notice of Decision to Appraise for PWA approval. The Notice identifies appraisers, invites owners to attend inspections and is coordinated with the appraiser notification to owners.

Once approved, we provide the Notice of Decision to Appraise to property owners and issue a Notice to Proceed to appraisers. When appraisals are completed, our Project Manager reviews the reports and ensures they meet appraisal requirements in accordance with Uniform Standards of Professional Appraisal Practice (USPAP), the Uniform Appraisal Standards for Federal Land Acquisitions (Yellow Book) and the Caltrans Right of Way Manual.

In addition, our Project Manager ensures the appraisal values are certified and contain minimum recognized standards for public acquisition including: zoning, property rights, highest and best use analysis, comparables, improvements acquired, damages, cost to cure, appraiser and review appraiser certificates. We review appraisal work as part of our QA/QC Plan and ensure the quality of all appraisal services. We also coordinate any issues between IRR and the PWA legal team.

## Appraisal Review Services

The ROW Company works with Hennessey & Hennessey to provide appraisal review services. During implementation, our team tracks review appraiser comments to appraisers and ensures comments are addressed in a timely manner so the reports can be finalized and transmitted electronically to PWA. As part of our QA/QC Plan, we ensure review appraisals are completed in compliance with Chapter 13 of the Caltrans Local Assistance Procedure Manual.



As directed by PWA, we coordinate with other consultants for supplemental work required for acquisitions in accordance with local, state, and federally funded project requirements. Following our Project Manager's review of appraisal reports, we recommend approval of Just Compensation to PWA. We do not make offers until PWA has approved just compensation.

## Goodwill Appraisal Services

The ROW Company works with Desmond, Marcello & Amster (DM&A) to provide Goodwill and Furniture, Fixtures, Machinery and Equipment Appraisal Services (FF&E). Since 1968, DM&A has provided clients in both the public and private sectors with expertise in the valuation of closely held businesses, professional practices, and tangible and intangible assets, such as FF&E and goodwill.

In the event goodwill services become necessary, during implementation ROWCO coordinates with PWA to provide DM&A with all relevant business data including the types and amounts of any relocation assistance payments, to assist DM&A in the appraisal of any loss of goodwill. We review all relocation and goodwill payments and ensure there is no duplication of payment per the Uniform Act. As identified in the Uniform Act, relocation payments cannot be duplicated in the payment of any goodwill losses. We immediately inform PWA of any claims for loss of goodwill. As loss of goodwill is not allowable under federal law, we coordinate with PWA to address any goodwill claims in accordance with California State Law. ROWCO has worked extensively with DM&A on goodwill issues and will ensure the smooth delivery of its appraisal services. Our additional services include negotiating loss of goodwill as necessary.

## Furniture, Fixtures, Machinery and Equipment Appraisal Services (FF&E)

Working with DM&A during implementation, our agents attend inspection meetings with owners and coordinate with DM&A in the identification of fixtures and equipment, as well as inventory of movable personal property. While personal property is not eligible for acquisition payment nor real property eligible for relocation, the lists of personal property and personal property valuations provided by DM&A are informative in identifying personal property that is eligible to be relocated if any.

Our acquisition team makes FF&E offers in coordination with the fee property offers. We work with property owners and business tenants to review lease agreements if necessary, in FF&E determining ownership. As part of establishing the payment for FF&E, we work with tenants and owners to complete an off-set statement to confirm ownership of FF&E and resolve any conflicts. In the event there is a disagreement we make the same offer to both so they can work out the dispute. In addition, our team can provide assistance in reviewing leases to establish ownership of fixtures and equipment. We review FF&E and goodwill appraisals as part of our QA/QC Plan and ensure the quality of all appraisal services.

## Right-of-Way Acquisition

Acquiring private property for public purposes requires experienced professionals who are sensitive to the needs and concerns of landowners. Our team builds understanding, trust and cooperation with property owners and emphasizes proactive communication to build rapport and ensure the success of our services. Our Senior Acquisition Agents are communication experts and ensure expeditious acquisitions.

Prior to commencing acquisition activities, files are established for each property by our Acquisition Manager and Senior Acquisition Agents to ensure document and quality control. Files include a diary, document checklist, supporting documentation and Title VI information. Our Acquisition Manager conducts a documented file review on a regular basis.



Our Acquisition Manager coordinates with PWA for the preparation of documents including the Purchase and Sale Agreement and Deed and ensures appropriate deed jackets are utilized for each acquisition type. Our Senior Acquisition Agents prepare Title VI information and the Acquisition Brochure and acknowledgment per Caltrans Right-of-Way Manual requirements. In addition, we prepare any additional documents PWA requires as part of its policies and procedures.

Our Acquisition Manager reviews all offer package documents, including Summary Statements, prior to the offers being made. Prior to owner meetings, our Senior Acquisition Agents review appraisal reports and clarify any questions with appraisers. Our Senior Acquisition Agents conduct good faith communications with property owners and maintain excellent documentation in accordance with PWA and Caltrans standards.

Our Senior Acquisition Agents document owner claims, information, or suggested resolutions in the parcel diary, as well as confirmation of Title VI delivery. Owners are informed of their right to obtain an independent appraisal by a State-certified appraiser, not to exceed \$5,000 (Code of Civil Procedure section 1263.025), and are given a reasonable amount of time to consider offers and present material relevant to value determinations (30 days and a minimum of 3 contacts).

Our Acquisition Manager and Senior Acquisition Agents prepare any administrative settlements in coordination with PWA when it is reasonable and in the public interest. Once agreements are reached, our Senior Acquisition Agents secure grantor approvals and signatures on the Purchase and Sale Agreements and Deeds. The owner-signed documents are reviewed by our acquisition manager, who provides recommendations for approval to PWA.

Our Acquisition Manager provides a written summary for each parcel acquisition on a monthly basis or as directed by PWA. The summaries include a brief history of services, documentation provided, and any negotiation issues identified. A central aspect of our service is communicating the progress of our acquisition activities. Additional services include negotiating loss of rent agreements as necessary.

If personal property is identified within the required right-of-way, we inform PWA and recommend initiating relocation activities under the Uniform Act, and we proceed with relocation activities if approved.



### Proactive Community Engagement

Proactive communication builds understanding, trust and cooperation with public stakeholders. We emphasize proactive public engagement from the earliest stages of development through implementation to build rapport with our diverse communities and ensure successful project delivery.

## Coordination with Title and Escrow Services

Upon obtaining approved agreements, escrow is opened by our Senior Acquisition Agents by submitting an instruction letter, and providing the purchase contract, title insurance coverage and notarized deed to the escrow company. Our Acquisition Agents coordinate the following escrow activities and ensures expeditious acquisitions by:

- Reviewing title reports and documents for submission to escrow;
- Working with escrow to facilitate title clearance matters per the escrow instructions;
- Providing any payment coordination for taxes due or lien releases, and assisting with securing any full or partial re-conveyance instruments from lien holders of record;
- Facilitating recordation of corrective deeds to clear vesting issues;



- Ensuring the PWA acquires good title and/or required property rights, free and clear of encumbrances that may affect future activities;
- Coordinating with property owners to resolve escrow issues and ensure documents are submitted to escrow in a timely manner;
- Coordinating escrow closings and filing applicable forms and documents with the County Assessor's office as needed;
- Reviewing title insurance policies for accuracy after closing; and
- Coordinating payment of incidental expenses (title, escrow, surveys, prepayment penalties, etc.) by PWA and just compensation to owners.



**Title & Escrow**

We ensure our clients acquire good title and/or required property rights, free and clear of encumbrances that may affect future activities. We coordinate escrow closings, and work with property owners to resolve escrow issues.

As part of our project control procedures our Acquisition Manager maintains a schedule to track escrow status, including open escrows and target closing dates. Our firm is prepared to implement additional processes and procedures that may be needed and will accommodate PWA requests to further acquisition processes. We expeditiously prepare any information required by PWA including Board of Supervisors Agenda items, Staff Reports or public hearing notices.

**Relocation Services**

Displaced persons require the highest degree of relocation care and expertise. The ROW Company's team of certified, multi-lingual Senior Relocation Agents are sensitive to the diverse needs of displaced persons. We emphasize proactive public engagement from the earliest stages of development through implementation to build rapport with our diverse communities and ensure the success of relocation programs.

We perform all relocation assistance services in accordance with the Relocation Assistance and Real Property Acquisition Policies Act of 1970 (Uniform Act), and/or the California Relocation Assistance and Real Property Acquisition Guidelines (State Act) as appropriate; and other related procedures and regulations. There are slight variations between the State Act and Uniform Act and our agents apply appropriate regulations consistent with project funding.

We specialize in preparing Relocation Impact Documents (RID) which are a critical blueprint in the early stages of project planning for assessing and communicating relocation needs and resources available under local, state and federal relocation assistance laws. We prepare a Relocation Plan as part of Caltrans, State and Federal regulations. In the Plan we assess project scope, risks, requirements and resources. We assess low income household needs and/or special needs under the provisions of Replacement Housing of Last Resort (LRH).

Our Relocation Manager coordinates with PWA to prepare a relocation schedule that establishes milestones for the delivery of relocation services and is used to track the status of relocation services. Our Relocation Manager tracks relocation payments and provides updates to PWA in coordination with the Project Budget. We prepare and provide monthly status reports to keep management fully informed of past, current and planned relocation activities. During implementation our Relocation Manager develops a system of checks and balances, ensuring the independent handling of relocation funds/ checks and services.



Our Senior Relocation Agents are communication experts and ensure displacees are fully informed of all relocation assistance services, notices, moving assistance and advisory assistance. In keeping displacees fully informed, we adhere to all health and safety rules and regulations including the use of all personal protective equipment, and recommend utilizing such alternative methods as electronic signing, video conferencing, mobile notaries and return shipping labels among other services as necessary.

In providing comprehensive relocation assistance our Senior Relocation Agents:

- Meet personally with each displacee, including household, business, or owner of personal property to conduct an interview and assess the nature and scope of the relocation assistance required under applicable regulations, and provide translation services as necessary;
- Provide a General Information Notice (GIN) and explain the relocation assistance process;
- Determine each displacee's maximum eligibility for relocation assistance by performing a replacement housing valuation (for residential displacees), including moving, rental, or purchase price differential assistance.
- When occupants are determined to be eligible, provide a Notice of Eligibility (NOE) outlining benefits, assistance and limits;
- Provide displacees on-going referrals to suitable replacement locations and within displacees financial means, and provides on-going advisory services, such as obtaining loans or information regarding available housing programs (for residential displacees);
- Businesses are provided similar on-going advisory services;
- Assist displacees in obtaining move estimates or coordinating self-moves.
- Prepare and submit claims and other supporting documents, such as rental agreements, W9's and transmittals to PWA for review, approval and payment;
- As part of our QA/QC process, all claims are tracked, and payments previously made to displacees are communicated to PWA with each claim submittal;
- Provide 90-Day Informational Notices as necessary;
- Personally inspect residential replacement dwellings to verify they meet Decent, Safe and Sanitary (DS&S) requirements and assist occupants in coordinating corrective measures if necessary to ensure safety; and
- Provide information on the Relocation Assistance Appeals Process and coordinate claim appeals as necessary.



### Relocation Planning

Relocation planning is a critical blueprint for assessing and communicating relocation needs and resources. Our team of Senior-Right-of-Way Professionals conduct meticulous relocation planning, identifying and communicating relocation impacts and mitigation measures under local, state and federal relocation assistance laws.



As a local firm, our Senior Relocation Agents are experts in project area resources and knowledgeable about local housing, schools and medical offices among other services. Our firm maintains information regarding replacement resources, such as the Multiple Listing Service and local brokers within the City of Santa Ana for identifying replacement sites. In providing on-going advisory services, our firm contacts City, County or other agencies and obtains information regarding public housing and/or identifies available services for first time home buyers. In addition, we obtain information on low income housing or social services depending upon individual household needs.

Business relocations can be very different from residential relocations. There are a number of factors to consider when relocating businesses that can impact scope, schedule and cost. It is important to have experienced relocation agents that are informed of changing laws and regulations and can effectively work with businesses that are concerned about maintaining the continuity of their operations. Once eligibility is established, businesses also receive a Notice of Eligibility that outlines options for eligible move expenses and maximum reestablishment assistance. Reestablishment assistance allows businesses to conduct any modifications at the replacement location to meet local agency occupancy requirements, such as Americans With Disabilities Act (ADA) requirements. Our Senior Relocation Agents provide on-going advisory services until businesses become reestablished, including referrals to loans and programs for small businesses, and continue to work with businesses to ensure local agency occupancy requirements are met at replacement locations.

Files are maintained for each displacee and submitted to PWA once displacees have received final payment. Our firm responds expeditiously to requests for information or statistics from partner agencies in coordination with PWA. All relocation activities are conducted in accordance with our established QA/QC Plan.

As concerns regarding loss of goodwill are common among relocating businesses, we work closely with businesses and effectively administer the full scope of relocation assistance allowable under The Uniform Act to reduce to the greatest possible the likelihood of loss of goodwill claims.



### Relocation Assistance

Displaced persons require the highest degree of care and relocation expertise. Our certified, multi-lingual professionals are sensitive to the diverse needs of displaced persons and perform all relocation assistance and services in accordance with the Uniform Act, State Act, Caltrans policy and or/FTA regulations as appropriate to ensure successful reestablishment.

## Utility Relocation Coordination

The ROW Company will assist PWA with any Utility Relocation Coordination. Utility relocation generally requires longer lead times and it is important to understand this component as part of the overall certification process. The ROW Company's utility relocation services have been called upon by other right-of-way firms in situations where relocations, certifications, and funding were on the critical path. It is critically important consultants understand utility relocation processes and plan for its requirements early in project delivery so as not to scramble to meet certification and funding deadlines. Our team is deeply experienced with Federal, State and local utility relocation processes and will assist PWA with any Utility Relocation Coordination. Our team is specialized in bringing public agencies and utility companies together to resolve utility conflicts. We coordinate with project design teams to develop relocation plans, prepare agreements and issue appropriate notices for right-of-way certifications.

We coordinate for approval of Utility Relocation Plans and Conflict Maps that identify conflicts with utility companies. We conduct field inspections for visual verification of facilities in the project footprint, and coordinate location requirements for high risk facilities including positive identification, and various methods that verify facilities vertically and horizontally, as well as low risk facilities within project limits, and utilities or facilities to be protected in place. We prepare a utility relocation spreadsheet identifying liability and target dates for agreements, notices to owners and approved relocation plans.



We prepare all utility relocation documents including reports of investigation, relocation cost estimates, Master Agreements when applicable to outline liability determinations, utility owner's claim letters, FHWA Specific Authorizations when Federal funds are used in relocations and notices to owners.

## Right-of-Way Certification

The ROW Company will assist PWA in completing Caltrans project certification requirements as necessary, which is required for all federally funded highway and local street improvement projects and is a critical to ensuring project funding and approval to initiate construction activities. Our team is experienced with certifications based on various project delivery methods including design, bid, build; design, build and CMGC. We are experienced preparing Certifications 1, 2, 3 and 3W, and coordinating with Caltrans for approvals.



### Utility Coordination

Our staff are utility title experts and determine the validity of utility-claimed prior rights for relocations and are experienced conducting land rights checks. We coordinate utility relocation processes, utility agreements and verify when master agreements are applicable to a project.

Our Senior Project Manager prepares draft certifications for PWA and Caltrans review, and works with Caltrans through the approval process. While we plan for Certification 1 or 2 to prepare the project for advertising to proceed to construction, we may pursue alternative certifications 3 or 3W to maintain the project schedule and prepare supporting documentation to obtain approvals for the 3 or 3W certifications. We are experienced preparing justification memorandums in support of certifications 3 and 3w that require FHWA and Caltrans Headquarters approval.

We are highly experienced working with the Caltrans Right-of-Way Local Programs office and the Local Assistance office for project certifications. We plan for certifications requirements and ensure documents are prepared in accordance with associated certification processes, which reduces scheduling and funding risks. We submit right-of-way certification documents electronically with utility binders, which are also required with certifications. All certification activities are conducted in accordance with our QA/QC Plan.

## Property Management, Hazardous Material Removal, Demolition and Clearance Support Services

The ROW Company is prepared to provide property management and hazardous materials support services as necessary. Our property management team maintains books and records in compliance with generally accepted accounting principles and makes available all books and records provided to PWA finance staff or an independent certified public accounting firm that may work on behalf of PWA.

Our firm oversees all property management activities for acquisition-related assignments. Our Property Manager serves as a liaison between tenants and PWA and coordinates all services as part of the Property Management Services Plan. Such activities include:

- Immediately acting upon urgent matters and keeping PWA informed;
- Preparing and administering leases, licenses, amendments and other documentation;
- Coordinating with utilities for service disconnections;
- Performing inspections, securing and maintaining vacant properties;
- Maintaining a monthly Property Inventory Report and Rent Roll;



- Preparing and maintaining invoicing;
- Performing management and maintenance collections;
- Maintaining monthly rent collection and receivables aging report;
- Coordinating with escrow companies for leases, deposits and rents;
- Coordinating with qualified vendors for services i.e. electrical, plumbing, HVAC; and
- Maintaining a database of on-call vendors and 24-hour services.

Our Property Manager prepares weekly status reports for PWA that includes leasing, management and operational records, competitive bids information, tenant information, inspection dates and action items. Our team coordinates with other consultants' supplemental inspections including environmental in accordance with funding requirements. All property management activities are reviewed as part of our QA/QC Plan.

As a proposed enhancement, The ROW Company may provide Hazardous Material Removal, Demolition and Clearance quality control support services, including reviews of surveys and/or environmental site assessment and remediation. Remediation may include removing any polychlorinated biphenyls (PCB) containing materials or other issues related to soils or groundwater. Our team would ensure all asbestos and lead based paint related work conforms to federal, state and local laws governing remediation activities.

During the demolition and removal process we would immediately notify PWA of the presence of hazardous materials, and ensure all permits and licenses are in place in accordance with project performance schedules. Hazardous materials are disposed of in accordance with appropriate laws and regulations, including OSHA Construction Standard (29 CFR 1926.1101) and EPA National Emission Standards for Hazardous Air Pollutants (NESHAP 40 CFR Part 61 Subpart M).

## Property Disposition Services

The ROW Company's team will assist PWA with any sale and disposition of excess land in accordance with California Government Code Sections 54220 et seq. As properties go to the open market, we assist in preparing legal descriptions and plat maps and coordinate title and appraisal activities, advertise properties, coordinate auction activities and prepare purchase agreements, bid packages and parcel information. We submit all documents to escrow and facilitate escrow activities until transactions are closed. We can also assist PWA in preparing reports to the City Council for approval.

## Railroad Coordination

Our Senior Project Manager will work with PWA for any Railroad Coordination. In working with railroads, it is best to understand and plan for extensive processes, requirements and timelines. Our team has essential experience working with railroad companies through representing public agencies including Caltrans, Cities of Colton, Grand Terrace and San Bernardino County Transportation Authority. Our personnel are also experienced with railroad coordination as it relates to utility relocations and supporting maintenance activities for utility companies such as Southern California Gas and Southern California Edison. We assist in preparing all required documentation including encroachment permits and rights-of-entry. Our team of right-of-way professionals have extensive experience with railroad facilities crossings and facilitating crossings in public/ franchise or private property as well as grade separation projects.



The ROW Company understands long lead times are necessary when railroads are affected by capital improvement projects and our team will ensure coordination of activities are initiated early in the project development stage at 35% design or sooner. We conduct all railroad activities and approvals in accordance with California Public Utility (CPUC) requirements and initiate CPUC applications early to allow adequate time for approvals. Our appraisers are experienced with the nuances of valuing railroad interests for all project types including utility projects that impact railroad facilities, as well as railroad safety and grade separation projects. Such requirements include ensuring independent appraisers are utilized in appraising utility requirements and that required railroad interests are properly identified.

During the appraisal process our team drafts the Construction and Maintenance Agreement (C&M), which outlines responsibility for maintaining the right-of-way, to initiate the process for reviews and approvals and works with PWA and Railroad representatives on format and agreements to be utilized. We assist with other activities including scheduling and coordinating meetings with various agencies and railroads, developing a schedule of activities required for clearance, securing flagging agreements and preparing required documentation.

The ROW Company recognizes that establishing a positive rapport with project team members is essential in effectively and efficiently delivering projects. Our team understands this is especially true when maintaining positive dialogue with railroad engineers and project managers in expeditiously obtaining approvals. We recognize there are multiple parties to a C&M agreement that can include Caltrans, OCTA, Counties, Cities and other stakeholders. We pride ourselves in bringing parties together to reach mutually beneficial resolutions and signed agreements.



# RELEVANT PROJECT EXPERIENCE

Client name/address	Project Title	Brief narrative/ description	Key personnel responsibilities	Right-of-Way Project schedule/ cost	Final Outcome/ benefits	Contact information
Southern California Gas Company (SoCalGas) 555 W 5th St, Los Angeles, CA	Distribution Integrity Maintenance Program (DIMP)	Accelerate replacement of early vintage steel and plastic based on performance.	Research, Project Management, and secure property rights and acquire easements.	Schedule 2018-Ongoing. Cost: \$60 million.	Public safety, integrity and services, compliance with CPUC Standards.	Joe Ramirez, (SoCalGas) jlr Ramirez@semprautilities.com (323) 680-0278 555 W 5th St, Los Angeles
Southern California Edison (Edison) 265 N East End Ave. Pomona, CA	Chino Hills Underground Project	CPUC voted to underground high-voltage 500 kV power lines through 3.5-miles that occupy a 150' right of way through a residential area in Chino Hills.	Land rights research, project management, Acquired "fee interest" within the 150' RW.	All property rights delivered on schedule and within budget. Completed in 2016, estimated cost \$240 million.	Public safety, integrity and services, compliance with CPUC Standards.	Messeret Ylima Land Manager, Southern California Edison (562) 322-4852 265 N East End Ave Pomona, California, 91767-5803
Southern California Edison (Edison) 265 N East End Ave. Pomona, CA	Federal Lands Projects	Coordination of efforts between government agencies.	Conducted land rights research, managed real property rights.	All property rights delivered on schedule and within budget. Project Schedule 2008-2013.	Obtained permitting, leases, consents, encroachments, relocation requests and permit renewals.	Messeret Ylima Land Manager, Southern California Edison (562) 322-4852 265 N East End Ave Pomona, California, 91767-5803
Pacific Gas and Electric Company 1850 Gateway Blvd., Concord, CA	Line 107 Mission to Vargas Project, Fremont CA	Replacement of a 22-inch pipe with 4,000 feet of 36-inch steel pipe to support installation of a pipeline traversing hillside west of Interstate 680 and expansion of existing substation.	Upon researching and identifying the necessary land rights, permanent easements were acquired.	All property rights delivered on schedule and within budget. Schedule: 2013-2018.	All easements/ agreements were successfully negotiated to allow the construction of this project.	Sean Dearborn Construction Mgr. Pacific Gas and Electric Company 925-330-3234 Linda Trip Senior Project Manager 925-459-3698
Pacific Gas and Electric Company 1850 Gateway Blvd., Concord, CA	Line 107 Fremont to Irvington Project, Fremont CA	Replacement of a 22-inch pipe with 8,000 feet of 36-inch steel pipe within an existing utility gas and electric transmission line corridor.	Land rights research and acquisition from 20 landowners and numerous commercial tenants.	All property rights delivered on schedule and within budget. Project completed in 2016.	Acquired 20 easements/ agreements to allow project construction without eminent domain.	Aaron Quinn Sr. Proj. Mgr. Pacific Gas and Electric Company (916) 204-9571

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Client name/address	Project Title	Brief narrative/ description	Key personnel responsibilities	Right-of-Way Project schedule/ cost	Final Outcome/ benefits	Contact information
Pacific Gas and Electric Company 1850 Gateway Blvd., Concord, CA	Russell City Project, Pacific Gas and Electric Company, Hayward, CA	Project connected new Russell City Energy Center in Hayward to an existing substation. Project provided additional electrical capacity and improved service reliability for 420,000 homes in the immediate and greater Bay Area.	Researched property rights, acquired easements and fee property for placement of new towers and re-conductoring of electric lines.	Delivered project within budget and on schedule.	Avoided need for condemnation services which saved both time and money on the project.	Lisa Hunter Env. Supervisor, Pacific Gas and Electric Company (925) 786-1962
Sacramento Area Flood Control Agency (SAFCA) 1007 7th St., 7th Fl Sacramento, CA 95814	Levee Improvement Projects (Various)	Assist in preparation of a right of way acquisition plan and project charter for each construction phase. Prepared a baseline scope and managed acquisition process with State Department of Water Resources (DWR) and SAFCA.	Right of way project management services.	Delivered project within budget and on schedule. Projects completed in 2019.	Provided necessary support for improvement projects.	John Bassett (916) 874-8289 bassettj@sacounty.net
Marysville Levee District 214 1st Street Marysville, CA 95901	Marysville Ring Levee Project	Upgrade the 76 miles of levee that surrounds City of Marysville.	Right of way project management services, land rights support for utility relocations, legal descriptions review.	Project schedule: 2010-2024. \$153 million project budget.	Provided right of way project support.	Tom Engler MBK Engineers engler@mbkengineers.com (916) 456-4400
GCL New Energy, Inc. No. 28 Xin Qing Road, Suzhou China	Energy Storage Facilities Research	Identify, research, and acquire leasehold and/or fee interests to develop energy storage facilities for electric companies in Northern and Southern California.	Research sites, review and/or preparation of required easements.	All property rights delivered on schedule and within budget. Project completed in 2019.	Developed energy storage facilities to support electric companies in Northern and Southern California.	Zackary Anawalt Sr. Mgr. Development GCL New Energy 707-292-3152
Power Engineers, Inc. 3 Centerpoint Dr. Lake Oswego, OR 97035	Microwave Sites Research	Provide Tower Space Lease Services to assist Trans Bay Cable for redundant capability in the San Francisco Bay Area.	Research sites, prepare easements, agreements, permits for antenna installation.	All property rights delivered on schedule and within budget. Project completed in 2019.	Trans Bay Cable redundant capability in the San Francisco Bay Area.	Brian Furumasu, PE., Sr. Project Manager (503) 892-6724



Client Name/Address	Project Title	Brief narrative/ description	Key personnel responsibilities	Right-of-Way Project schedule/cost	Final Outcome/benefits	Contact information
City of Highland 27215 Base Line Highland, CA 92346 Phone: (909) 864-6861	Safe Routes to School STR 11006	Coordinated project certification requirements including utility relocations, permits to enter, directed project certification submittal/requirements.	Coordinated with CT local programs and local assistance, obtained permits to enter, prepared utility claim letters, reviewed/revised filing systems for submittal	For this two-year project, delivered certification requirements within two-week timeline	Obtained Caltrans certification and completed federal funding requirements	Paragon Partners, Ltd. 5660 Katella Ave #100 Cypress, CA 90630 Mark Mendoza (714) 379-3376 Email: mmendoza@paragon-partners.com
San Bernardino County Transportation Authority (SBCTA) 1170 W. 3rd Street, 2nd Floor San Bernardino, CA	Consultant Oversight Services	Provide Consultant Oversight Services for documents, submittals and deliverables.	Project management services.	Current, \$35,000.00 contract.	Oversight Services, commencing April 2020, will enable SBCTA projects to move forward expeditiously in compliance with local, state and federal regulations.	SBCTA Paula Beauchamp PE, Director of Project Delivery (909) 884-8276 pbeauchamp@gosbcta.com SBCTA Paul Melocoton, PE, Project Manager (909) 889-8611 pmelocoton@gosbcta.com 1170 W. Third Street, 2nd Floor San Bernardino, CA 92410
City of Moreno Valley 14177 Frederick St., Moreno Valley, CA 92553	On-Call Professional Right-of-Way Services	Right-of-way consultant services for federally funded projects.	Project Management, Acquisition, Relocation Assistance, Property Management, Title/Escrow, Appraisal, Appraisal Review (Sub-Consultant).	\$100,000.00. Current two year contract with two year extension option.	Pending Task Order. Awarded February 2020.	Anna Chacon Public Works City of Moreno Valley p. 951.413.3155 annac@moval.org 14177 Frederick St., Moreno Valley, CA 92553
Texas Department of Transportation 118 East Riverside Drive, Austin TX, 78704 512/416-2923	Right-of-Way Professional Services	Provide sub-consultant right-of-way services for federally funded projects.	Project Management, Relocation Assistance, Condemnation Support	\$10,000,000.00. Current four year contract with a one-year extension option.	Pending Task Order. Awarded January 2020.	Candy Spitzer Chief Executive Officer Spitzer & Associates 302 Cypress Creek Lane Wimberley, Texas 78676 (512) 633-7349 candy@spitzerassociates.com
San Bernardino County Transportation Authority (SBCTA) 1170 W. 3rd Street, 2nd Floor San Bernardino	I-215/Barton Road Interchange Improvement Project	Acquisition of commercial and industrial properties, railroad facilities, major utilities, local municipalities and outdoor advertising companies.	Project management, senior right-of-way services.	Project R/W schedule began February 2014 and ended September 2017. The Project R/W costs totaled 25 million.	Project was challenged with contaminated parcel requiring special report to Caltrans prior to acquisition. Cell site relocations, 24 hour animal hospital.	SBCTA Paula Beauchamp PE, Director of Project Delivery (909) 884-8276 pbeauchamp@gosbcta.com SBCTA Paul Melocoton, PE, Project Manager (909) 889-8611 pmelocoton@gosbcta.com 1170 W. Third Street, 2nd Floor San Bernardino, CA 92410

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Client Name/Address	Project Title	Brief narrative/ description	Key personnel responsibilities	Right-of-Way Project schedule/cost	Final Outcome/benefits	Contact information
Metropolitan Water District of Southern California	On-Cal Real Estate Support Services	Provide right-of-way bench consultant services	Right of Way Acquisition, Relocation Assistance, Right of Way Research and Project Management	Current 3 year contract	Pending Task Order. Awarded March 2020	Devina Whitt 700 North Alameda St. Los Angeles, CA 90012-2944 (213) 217-6000 dwhitt@mw.dh2o.com
Riverside County Transportation Commission (RCTC) 4080 Lemon Street, 3rd Floor, Riverside, CA	SR-91 Corridor Improvement Project adding express lanes from Orange County line to Corona along State Route 91.	The project included 450 partial and full acquisitions and approximately 250 residential and business relocations.	Project management, senior right-of-way services.	Design build Project with Right-of-way commencing in 2014 and ending in 2016. Total Project costs 1.4 billion.	The Project saved travel times, improve safety and emergency response times and improve access to business and transit.	Mark Lancaster RCTC Right-of-Way Manager (951) 787-7141, 4080 Lemon St, 3rd Fl., Riverside, CA mlancaster@rctc.org
San Bernardino County Transportation Authority (SBCTA) 1170 W. 3rd Street, 2nd Floor San Bernardino, CA 92410-1715	Laurel St. Grade Separation	Residential and Commercial partial and full acquisitions	Project management, senior right-of-way services.	\$40 million cost	Project enabled a grade separated crossing (separating vehicular, bicycle, and pedestrian traffic) at Laurel St. and six BNSF tracks in Colton.	SBCTA Paula Beauchamp PE, Director of Project Delivery (909) 884-8276 pbeauchamp@gosbcta.com SBCTA Paul Melocoton, PE, Project Manager (909) 889-8611 pmelocoton@gosbcta.com 1170 W. Third Street, 2nd Floor San Bernardino, CA 92410
Los Angeles Metropolitan Transportation Authority (Metro) One Gateway Plaza Los Angeles, CA 90012-2952	Rosecrans/Marquardt Grade Separation Project, Santa Fe Springs	Provided oversight for right-of-way services.	Project management, senior right-of-way services.	The Project R/W schedule began in Spring of 2016 and ends Spring 2020. Total Project costs \$156.4 million.	Grade Separation of BNSF tracks including the additional track for CAHSR. Grade crossing ranked as one of the most hazardous crossings by CPUC.	Michael Daniels Metro Project Manager Real Estate Development (213) 922-3584 danielsm@metro.net Craig Justesen Metro Real Estate Director Real Estate Development (562) 818-0302 justesenc@metro.net 1 Gateway Plaza, Los Angeles, CA 90012
San Bernardino County Transportation Authority (SBCTA) 1170 W. 3rd Street, 2nd Floor San Bernardino, CA	I-215 Bi-County HOV GAP Closure Project	Federally funded project which included the acquisition of 26 ownerships. Complex Bitboard and Railroad issues. Personal Property relocation.	Project management, senior right-of-way services.	Project R/W schedule began February 2011 and ended March 30, 2012 with a total cost of 177 million.	Challenges included streamlined R/W schedule to secure Prob 1B and CMJA funding, also BNSF negotiations challenging resulting in condemnation action, design changes. Project delivered on schedule.	SBCTA Paula Beauchamp PE, Director of Project Delivery (909) 884-8276 pbeauchamp@gosbcta.com SBCTA Paul Melocoton, PE, Project Manager (909) 889-8611 pmelocoton@gosbcta.com 1170 W. Third Street, 2nd Floor San Bernardino, CA 92410

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# WATER-RELATED PROJECT EXPERIENCE

We provide project management and acquisition right-of-way services for a number of water related projects involving levee construction and restoration, reservoirs and flood control. We work closely with project teams to identify and coordinate all right-of-way activities. Our project planning and scheduling assess water related acquisition factors and timelines that may require complex acquisitions, mitigations and coordination with stakeholders and partner agencies.

## Marysville Ring Levee Project:

Managed project and coordinated appraisal, acquisition services, escrow services and land rights support for utility relocations. Obtained permits to enter for environmental surveys if needed, reviewing legal descriptions to ensure project requirements and develop options to avoid or mitigate impacts to the project schedule.

## Hamilton City Phase 2B Levee Construction & Restoration Project 2018:

Managed delivery of appraisal and acquisition services on behalf of RD 2140. Worked closely with project team to identify and coordinate all right-of-way activities including title reports and developing options to mitigate complex acquisitions and impacts to project schedule.

## Sacramento Area Flood Control Agency (SAFCA) 2018:

Provided right of way management for various levee improvement projects. Assisted in the preparation of a right-of-way acquisition plan and project charter for each construction phase. Prepared a baseline scope and managed the acquisition process with the State Department of Water Resources (DWR) and SAFCA.

## Feather River West Levee Rehabilitation Project:

Ensured compliance with US Army Corps of Engineers and Federal Emergency Management Agency requirements. Planned and managed project activities including land rights analysis; title review; encroachment clearances, acquisition (under possibility of condemnation), title clearance and public outreach.

## Sites Reservoir Project:

Right-of-way consulting services including public outreach; project management; systems development; policy and protocol; initial community engagement; parcel research; field access; public outreach; impact analysis; cost studies; budgeting, risk management and coordinating project teams – engineering, environmental, geotechnical.



## REFERENCES



### Chino Hills Underground Project - Completed in 2016

**Southern California Edison (Edison)**

Chino, CA

Our personnel provided land research and acquisition support services for this innovative Southern California Edison Project, which involved undergrounding of power lines which was an unprecedented, "first-of-its-kind" project in the United States. This project commenced following a CPUC vote to underground high-voltage 500 kV power lines through 3.5-miles that occupy a 150' right of way through a residential area in Chino Hills. In order to build the underground system safely and efficiently, our right of way staff was responsible for acquiring the "fee interest" within the 150' right-of-way. Our personnel worked diligently to research and determine the existing and necessary land

rights. In researching land rights, a variety of research tools and methods were employed. Our personnel performed queries and gathered data utilizing GIS, SAP, Field Inventory Maps (FIM), and other online applications to create reports for management, and prepared land surveys and rights checks. In addition, our team personnel extracted, and managed WMS Work Orders, notifications and various reports in SAP. Our personnel worked closely with property owners to communicate sensitive project information and obtain the necessary land rights. The schedule was completed in 2016. The estimated cost was \$240 million.





## Distribution Integrity Management Program (DIMP) - 2018-2019

### Southern California Edison

Pico Rivera, CA

Our team of right of way agents has performed right of way research and project management services for the nation's largest natural gas utility, Southern California Gas Company (SoCalGas), located in Pico Rivera, CA as a part of the company's Distribution Integrity Management Program (DIMP). The Distribution Risk Evaluation and Monitoring Systems (DREAMS) capital project was developed to accelerate replacement of early vintage steel and plastic, or non-state-of-the-art (NSOTA) material installed between 1969-1985. Of the NSOTA pipe segments, the DIMP DREAMS capital project places priority on segments utilizing a DREAMS Risk Model. The SoCalGas Pipeline Integrity, Risk & Threat team provides risk assessments of all DIMP segments, which are then categorized into a 5-year priority list. The project is taking place throughout the SoCalGas service territory, from Central California to the U.S./Mexico Border. Last year's capital investment target included \$60 million for main replacements and \$5 million for service replacements. Over 100 miles of main have been replaced since 2014. Our team has performed land and ownership research necessary and easement acquisitions to facilitate the construction, operation and maintenance of pipeline facilities, including but not limited to acquiring property rights through negotiations with property owners, obtaining

rights for access on land of various public agencies, managing and preserving existing property rights necessitated by pipeline facility relocations and street vacations, securing encroachment agreements to protect facilities, managing the disposition of property rights no longer necessary or useful to the operation of the utility and determining proposed relocation requests from third parties. Other activities include review routes for new pipelines, property plats, legal descriptions, permits and engineering drawings. Our team consulted with and provided direction to appraisers, surveyors and legal consultants. In addition, our team analyzed and made determinations on property rights, determined cost allocation of third-party requests to SoCalGas to relocate its facilities, and negotiated terms with landowners and prepared all related agreements. Our personnel has also supported SoCalGas on its Cathodic Protection (CP) projects. Erick Gutierrez and his team determined whether SoCalGas has sufficient rights to install CP systems or if there is a need to acquire further rights. Cathodic Protection is an electrochemical means of corrosion control in which the oxidation reaction in a galvanic cell is concentrated at an anode and suppresses corrosion of the cathode in the same cell.





## Line 107 Fremont to Irvington Project - Completed in 2018

### Pacific Gas and Electric Company

Fremont, CA

Pacific Gas and Electric Company replaced a 22-inch pipe with 8,000 feet of 36-inch steel pipe within an existing utility gas and electric transmission line corridor. This project required land rights research and acquisition from twenty landowners and numerous commercial tenants. Agreements for this project involved negotiations and acquisition for temporary construction easements, easement consents, subordination agreements, right of entry agreements, permanent easements, exclusive easement, side agreements and settlement agreements. Notification letters were prepared and forwarded to all landowners. Our personnel attended, coordinated and/or participated in meetings with the City of Fremont Engineering, Real Estate and Planning, Alameda County Flood Control, and held public meetings to discuss project scope and impacts to the community. Our personnel also, conducted presentations before the City of Fremont City Council, and provided project management services, acquisition services and quality review services for all acquisition documents. Our personnel successfully negotiated and acquired 20 easements/agreements to allow the construction of this project without eminent domain action.



## Line 107 Mission to Vargas Project - Completed in 2016

### Pacific Gas and Electric Company

Fremont, CA

Pacific Gas and Electric Company replaced a 22-inch pipe with 4,000 feet of 36-inch steel pipe. Pacific Gas and Electric Company required the installation of a pipeline traversing down a sparsely populated hillside west of Interstate 680 and the expansion of an existing substation. Upon researching and identifying the necessary land rights, permanent easements were be required from three large landowners. Agreements for this project involved negotiations and acquisition for temporary construction easements, right of entry agreements, permanent easements, exclusive easement, side agreements and settlement agreements. Project was complicated by a property sale to a housing developer and making pipeline realignment changes to address and mitigate conflicts. Notification letters were prepared and forwarded to all landowners. Various meetings were held with the City of Fremont, Alameda County Flood Control, adjacent landowners, and public meetings held to discuss the project and presentations were held before the City of Fremont City Council. Delivered the required right of way for 14 parcels along the project corridor on schedule and avoided the need for condemnation services which saved both time and money on the project. All easements/agreements were successfully negotiated to allow the construction of this project.





## SR-91 Corridor Improvement Project (91 CIP) - Completed

Riverside County Transportation Commission (RCTC)

City of Corona, CA

This design build project involved approximately 250 residential and business relocations. The project widened 16 miles of active highway through Corona and Riverside County. ROWCO's staff teamed extensively and delivered a large scope of the relocation and acquisition cases. The relocations included complex properties such as hotels, gas stations and restaurants. The team coordinated extensive relocation assistance services and relocation appeals, as a part of project certification. The team was successful delivering the project by managing resources and risk. Michael Romo managed a staff of relocation agents and coordinated relocation efforts with acquisition staff. He ensured quality controls and documentation per agency and regulatory requirements and obtained right-of-way certifications and approvals from RCTC, Caltrans and FHWA. Micole Alfaro relocated a number of businesses including retail, office and heavy industrial uses. He ensured company compliance with relocation laws including Map-21. Janet Parks oversaw the relocation of billboards. Erick Gutierrez prepared cost estimates for the Draft Relocation Impact Report (DRIR) and Final Relocation Impact Report (FRIR). Angelica Luna was the lead for mobile home park relocations and assisted the Risk Management team in identifying and assessing

impacts. She prepared certifications for Caltrans on behalf of RCTC. Given the scope of business impacts and anticipated reestablishment costs, it was helpful that after much discussion with RCTC, at the onset of the project the agency increased the business reestablishment assistance limit from \$10,000 to \$50,000. The increased reestablishment limit allowed our project team to successfully relocate businesses and minimize financial hardships, and deliver project segments on time. Initially the project schedule was slowed down by the city's business occupancy permit review process, and this resulted in our project team working with a tight schedule. In order to address these delays, our team met regularly in a group meeting with city departments for expedited business occupancy permit reviews. As this was a design build project we had many segments to deliver in a short time frame, and these efforts allowed certification and delivery so segments could proceed to construction. The outcome of the expedited relocations was quicker delivery to construction.

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## Barton Road Interchange Project - Completed

San Bernardino County Transportation Authority (SBCTA), Formerly SANBAG

Grand Terrace, CA

The project, in conjunction with associated SBCTA projects completed by our team, included acquisition of over 100 parcels (including I-215 Bi-County HOV Lane Project, Laurel Street Grade Separation Project), affecting commercial and industrial properties, railroad facilities, major utilities, local municipalities and outdoor advertising companies. ROWCO personnel teamed extensively for the residential and commercial relocations. As Project Manager, Michael Romo, tracked capital expenditure budgets and right-of-way status and reported to SBCTA; Managed risks and cleared parcels for construction; Updated capital costs estimates; and Managed consultant support services budgets. Micole Alfaro was the business relocation lead. Relocations included retail, restaurant and industrial operations. He coordinated with local agencies and businesses to meet regulatory requirements, secure licenses and obtain occupancy permits. He worked with appraisers to coordinate identification of personal property and trade fixtures to secure moves and acquisition payments. Janet Parks was instrumental in the relocation of cell site and outdoor advertising signs. Angelica Luna ensured project support resources as part of the firm's Project Management Group. Through managing the risk, the team delivered the right-of-way requirements on time. The project was

not without its challenges. In particular, one of the business relocations, which involved a veterinary clinic, was challenging because the business operated 24 hours a day and was not able to suffer downtime due to nature of its services. In this case our project delivery team completed a work around allowing the clinic to remain in operation until the replacement location was operational, thereby avoiding expensive delays and legal costs. Our project team worked closely with the City of Grand Terrace to mitigate business relocations. The city was concerned about losing business in the area as a result of the project. To mitigate this, our project team coordinated with businesses to locate suitable replacement sites within the city limits. In addition, our team provided SBCTA and City of Grand Terrace with regular business relocation status reports to keep the city informed of the relocation progress.

Contact:

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## Rosecrans/Marquardt Grade Separation Project - Completed

Los Angeles County Metropolitan Authority (Metro)

Santa Fe Springs, CA

The Rosecrans/Marquardt Grade Separation Project is planned to improve the safety and track flow of the intersection. The grade crossing is traveled by more than 112 freight and passenger trains, and 45,000 vehicles in a 24-hour period. The intersection was identified by the California Public Utilities Commission (CPUC) as one of the most hazardous grade crossings in the state. The grade separation is planned to significantly improve safety, eliminate delays and enhance the environment. ROWCO's team members Michael Romo, former Metro Principle Real Estate Officer/Project Manager, and Carol Chiodo, former Director of Metro Real Estate Services, worked extensively together in managing the activities of the relocation consultant, including reviewing and approving relocation claims, and ensuring timely delivery of services. In addition, the team assisted with creating Right-of-way schedules, preparing status reports and participating in project team meetings. Ms. Chiodo was also responsible for assuring compliance with FTA guidelines and Caltrans policies and procedures, and assuring compliance with local, State and Federal Guidelines as they apply to all real estate activities. In addition, she supervised a staff of 10 at Metro, as well as outside consultants. Mr. Romo and Ms. Chiodo have additionally collaborated on the following projects: Metro Purple Line Extension (Beverly Hills),

Division 20 Portal Widening and Turnback, I-5 North County HOV (Santa Clarita), I-710 Highway Sound Wall Project and Crenshaw LAX Line. Understanding that longer lead times were needed for business relocations, our team began the process of issuing notices of intent to acquire early, to initiate relocation activities. This expedited process allowed our team to clear properties sooner for demolition and kept the project on schedule for construction. In order to mitigate business relocation impacts and the potential for extensive goodwill payments, our team worked with businesses to pay the lessor of rents between the displacement and replacement locations for a reasonable period of time. In addition, the team reviewed goodwill appraisal reports to ensure there was no duplication of payments with relocation assistance. The result of these methods meant the much-needed safety improvements could be implemented expeditiously.

Contact:

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# SCOPE OF SERVICES

## Establishing and Maintaining Project Controls

When PWA issues the Notice to Proceed, our right-of-way team coordinates with PWA for administrative processes and procedures, and we establish a plan to maintain lines of communication to keep PWA informed of real time status and planned activities. Our team lead works closely with our support team PWA's project managers for the planning and execution of service tasks.

We keep PWA informed of the status of services and issues that may affect budget or schedule. We ensure right-of-way is delivered on time through an extensive communication plan that involves daily, weekly and monthly communication amongst our project delivery team.

Our team ensures excellent service through a meticulous project management plan that incorporates:

- ◆ **Initiating** project requirements in coordination with PWA, including gathering information, clarifying questions, assessing resources and risk, identifying partners and stakeholders, and developing a clear concept of the PWA's goals and objectives.
- ◆ **Planning** the implementation of services. In accordance with simple or complex service requirements, we plan and prioritize tasks. We develop a timeline/schedule to complete tasks on time and as planned while managing risk and maintaining quality controls.
- ◆ **Executing** services by managing resources and following detailed implementation plans. In executing tasks, we identify, communicate and manage any risk items, ensure quality controls and keep PWA informed of real time status and planned activities.
- ◆ **Monitoring** and controlling services. We monitor tasks that require processing and conduct follow ups as necessary through successful completion. We monitor internal or external service activities. We document and track tasks in a Project Status Report.
- ◆ **Closing** services upon successful verified completion. We obtain final acceptance of services to confirm deliverables are achieved. We conduct extensive QA/QC reviews to ensure documents and files are in compliance with applicable laws and procedures prior to being delivered to PWA.
- ◆ **Informing** PWA of Caltrans and FHWA policies, procedures and industry updates that may affect right-of-way delivery. We actively participate in professional organizations and industry events to keep our clients and ourselves informed of key updates.
- ◆ **Delivering** outstanding results and customer service through our commitment to PWA. Our team plans, implements and delivers services with clearly defined results. We aim to integrate our services as an effective extension of PWA's programs.

While tasks may require more or less planning or execution, our project management-based principles produce quality results and create efficiencies to enhance and accelerate right-of-way services.



Our QA/QC activities include reviewing consultant deliverables, such as confirming PWA has approved just compensation following our appraisal review, ensuring all required services such as Title VI (for an on-system projects) are documented, and closing out acquisition files, among other services. We ensure compliance with the FHWA, State Relocation Assistance Act Policy for Real Estate Acquisition, and the Caltrans Local Assistance Procedures Manual and Right-Way-Manual.

Right-of-way is fraught with unforeseen challenges and inherent risk. Our team-based methods are a key component of proactively managing risk for scope, schedule and budget control, in addition to maintaining a risk register to address impacts that may involve long lead times prior to or during construction, such as electrical facilities identified in field review for example.

Keeping PWA updated on the status of right-of-way capital costs can be a key component of managing risk. As a proposed enhancement, our team can monitor project costs and budgets if necessary. Such activities include:

- Tracking and monitoring capital and support costs with programmed costs.
- Updating budget reports to ensure PWA is prepared for unanticipated costs.
- Verifying the validity of programmed costs, enabling PWA to seek additional funding at an earlier stage if necessary.

## Preparing Reports/Coordinating Surveys

We work closely with PWA staff, project managers and consultants to prepare any technical reports, such as Relocation Assistance Plans or Relocation Impact Reports and work with design to develop alternatives where property owners are impacted. We have extensive experience preparing data sheets based on various alternatives to assess any impacts to owners and businesses. We coordinate with appraisers and right-of-way engineers to obtain early access for environmental site analyses (phase 1 site assessments), as well as provide access for consultants, obtain permits or coordinate surveys as necessary.

## Cost Estimating

Our team is highly experienced with appraisal principles as defined by the Uniform Standards of Professional Appraisal Practice (USPAP), various approaches to value, as well as estimating the scope of full and partial acquisitions and mitigations to prepare cost estimates. Based upon data provided by the design team, we review right-of-way impacts to property and collect property data, which is used to develop lists of comparable properties for the preparation of cost estimates/data sheets. Our team ensures right-of-way project costs are properly identified and programmed for any issues that may arise, reducing funding risk and ensuring projects stay on path for delivery.

## Establishing and Maintaining Records

Prior to commencing right-of-way activities, we determine how files are established, accessed and maintained to ensure document and quality control. Files are created for each interest acquired or relocation case. Files include diary entries, document checklists, supporting documents and Title VI information. Our support team maintains a documented review of files on a regular basis. We implement document control procedures integrated with PWA's record keeping systems. We promptly submit to PWA copies of all correspondence, contracts, appraisals, and other records and project related reports.



## Title Review/Coordination

Our team are title experts and conduct meticulous title research and review to ensure PWA acquires clear title and /or required property rights, free and clear of liens and encumbrances that may affect future activities. We provide comprehensive title analysis through chain of title, historical research and court records review, enabling PWA to make timely, informed decisions while clearing encumbrances and acquiring land rights. We also work with property owners to resolve title issues involving CCR's, water rights, subsurface rights, railroad title, as well as utility-claimed prior rights.

## Appraisal Coordination

We review and coordinate appraisal services including real property appraisals, review appraisals, and if necessary, goodwill and fixtures and equipment (F&E) appraisals. We work with PWA to develop a report to track appraisal activities including start dates, target completion dates, owner contacts, and submittals to PWA. We ensure reports meet all requirements in accordance with Uniform Standards of Professional Appraisal Practice (USPAP), Uniform Appraisal Standards for Federal Land Acquisitions (Yellow Book), and the Caltrans Right of Way Manual, as appropriate.

## Preparing/Reviewing Documents

We review legal descriptions and plat maps, and prepare all PWA required documents such as contracts, agreements, leases, deeds, re-conveyances and other documents to acquire or dispose of real property interests. Our project lead prepares all PWA required documents for approval, and ensures appropriate forms are utilized for each acquisition type. All documents are reviewed for quality assurance and control. Once approved, documents are prepared in final format. We are highly meticulous preparing and reviewing right-of-way documents and other instruments used to acquire or vacate interests in real property.

## Preparing/Coordinating TCEs

Temporary Construction Easements (TCEs) that expire prior to or during construction can result in costly schedule delays. For these reasons we verify TCE requirements as part of our QA/QC process and ensure easements are properly formatted and prepared. Prior to making offers, we verify TCE durations are consistent with construction schedules. We assist property owners and businesses with understanding project scopes and addressing concerns regarding ingress and egress, personal property or other concerns. As proposed enhancements, we work with PWA to prepare any possession-in-use agreements and permits-to-enter, in addition to rights-of-entry as effective tools for delivery.

## Meetings with Displacees and Property Owners

Our team builds understanding, trust and cooperation with property owners and public stakeholders. We emphasize proactive communication to build rapport and ensure the success of our services. We ensure property owners are fully informed of acquisition processes. Our professionals are communications experts and ensure expeditious acquisitions, reducing the likelihood of legal activities. We ensure displacees are fully informed of all relocation assistance services such as notices, moving assistance and advisory assistance. Our professionals are sensitive to the diverse needs of displaced persons and perform all relocation assistance in accordance with the Uniform Act, State Act, Caltrans policy and or/FTA regulations as appropriate to ensure successful reestablishment. In these times it is critical to embrace innovation – our team utilizes such alternative methods as electronic signing, video conferencing, mobile notaries and return shipping labels among other services as necessary.

## Negotiation and Preparation of Certificates of Acceptance



Our team is experienced in preparing all documents conveying title, including deeds and certificates of acceptance and negotiating for the purchase, lease, or donation of real property. We are communications experts that are sensitive to the needs and concerns of landowners. We ensure effective and expeditious acquisitions through:

- Informing property owners of planned project activities and property requirements.
- Conducting meetings based upon property owner needs and preferences.
- Understanding property owner concerns regarding projects and requirements.
- Assisting property owners with understanding why property needs to be acquired.
- Working with property owners to resolve concerns and formulate effective solutions.
- Negotiating with property owners in good faith, in coordination with PWA, and securing signed agreements.

## Eminent Domain Coordination

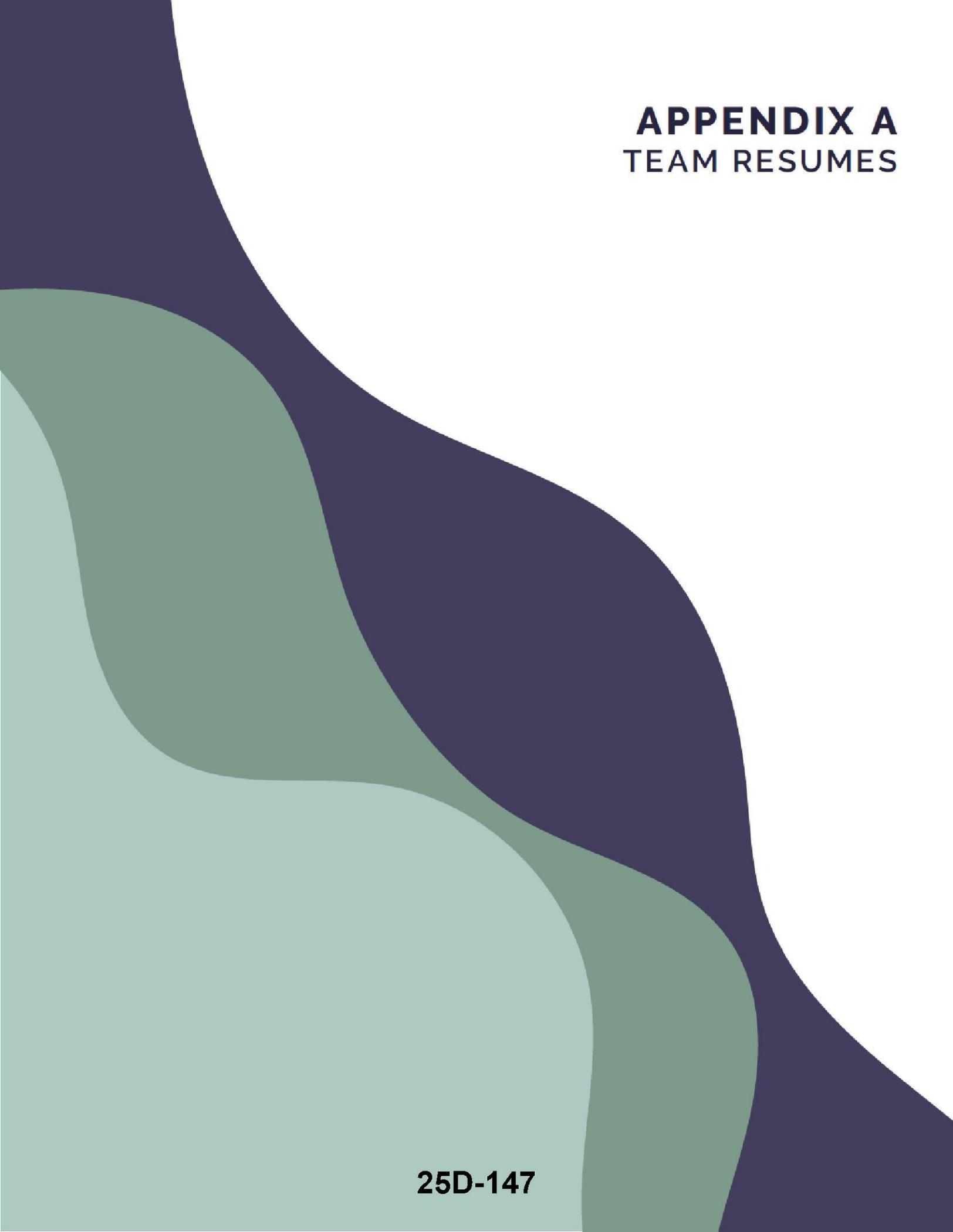
When negotiations with property owners have reached an impasse, we are experienced with preparing reports necessary to move eminent domain action forward, which includes preparing and/or reviewing Summaries of Negotiations, Board Reports, Notices of Intent to Adopt a Resolution of Necessity, coordinating 1st and 2nd level review meetings with property owners (highway projects), coordinating with PWA attorneys and other PWA departments to request deposits of funds with the court, and coordinating with Caltrans. Upon the court's approval of the Order of Possession, we concurrently verify Relocation Notices to Vacate are delivered to property owners and/or tenants if properties are occupied.



# SCHEDULE

ID	Task Name	Duration	Start	Finish	Q4 2020	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	
1	<b>APPRAISAL</b>																		
2	ROW receives NTP from City	1 day	Thu 1/15/20	Thu 1/15/20															
3	Notification letter sent to owner	3 days	Thu 1/15/20	Mon 1/19/20															
4	Property Inspections	10 days	Tue 1/19/20	Mon 1/27/20															
5	Appraisal Reports Complete	55 days	Mon 1/27/20	Mon 10/19/20															
6	ROW reviews reports/submit to City	28 days	Thu 1/15/20	Mon 1/11/21															
7	City approves just compensation	26 days	Thu 1/15/20	Thu 1/21/21															
8	<b>ACQUISITION</b>																		
9	Review appraisals and prepare deed for ROW	14 days	Mon 1/4/21	Thu 1/21/21															
10	Agent contacts owner to schedule offer	14 days	Mon 1/4/21	Thu 1/21/21															
11	Initiation of Negotiations begins	15 days	Mon 1/18/21	Fri 2/5/21															
12	2nd meeting to finalize negotiations	15 days	Fri 2/5/21	Thu 2/11/21															
13	3rd meeting to finalize negotiations	20 days	Thu 2/11/21	Wed 3/24/21															
14	Impair/each/er dual path ROW/continued negotiations	20 days	Wed 3/24/21	Tue 4/13/21															
15	Prepare Admin Settlements	17 days	Fri 3/19/21	Mon 4/19/21															
16	Submit signed contracts for approval	15.5 days	Mon 2/1/21	Tue 8/31/21															
17	Open Escrow	14.7 days	Mon 2/8/21	Mon 8/31/21															
18	Close Escrow	15.6 days	Thu 4/8/21	Thu 11/11/21															
19	Effective Order of Possession	44 days	Fri 9/24/21	Wed 11/24/21															
20	<b>RELOCATION ASSISTANCE</b>																		
21	Displace interviews & Verification Issue GIN	15 days	Mon 1/18/21	Fri 2/5/21															
22	Re/idea/1 - Determine Eligibility - Prepare housing valuation	19 days	Tue 1/18/21	Fri 2/12/21															
23	Business - Prepare property inventory	19 days	Tue 1/18/21	Fri 2/12/21															
24	Deliver Relocation Assistance Notices - NDES 90 Day Info Notice	19 days	Tue 1/18/21	Fri 2/12/21															
25	Provide Referrals	21.7 days	Tue 1/18/21	Wed 11/24/21															
26	Inspect replacement sites - conduct DSSS inspections	21.6 days	Wed 1/27/21	Wed 11/24/21															
27	Prepare Claim Forms & submit to Agency	21.6 days	Wed 1/27/21	Wed 4/27/21															
28	Deliver Relo Payments	21.6 days	Wed 2/23/21	Wed 3/4/21															
29	Secure move estimates	20.7 days	Tue 1/18/21	Wed 11/10/21															
30	Monitor move	18.8 days	Fri 2/12/21	Wed 11/17/21															
31	Secure Property - verify vacancy obtain Cert of Abandonment	19.4 days	Fri 2/26/21	Wed 11/24/21															
32	<b>CONDOMINIUM</b>																		
33	Send Notice of Intent to Adopt a Relocation of Necessity (RON)	24 days	Wed 3/24/21	Mon 4/26/21															
34	Prepare County Council report for RON hearing	24 days	Wed 3/24/21	Mon 4/26/21															
35	City Council Mtg. to Adopt RON	24 days	Fri 5/7/21	Wed 6/9/21															
36	File suit package with the court - hearing dates set	26 days	Mon 5/10/21	Mon 6/14/21															
37	Deposit funds with State Treasurer	25 days	Fri 5/14/21	Thu 6/17/21															
38	Court hearing - Order for Possession (OP) approved	23 days	Tue 6/24/21	Thu 9/3/21															
39	Order for Possession served	23 days	Wed 8/25/21	Fri 9/24/21															
40	OP effective - minimum 30 days from date of service	32 days	Sat 9/18/21	Sun 10/24/21															
41	OP effective - improve 60 days from date of service	23 days	Mon 10/25/21	Wed 11/24/21															
42	<b>R/W CORRELATION</b>																		
43	Draft R/W Cert 60 days prior to final Certificate	10 days	Mon 9/13/21	Fri 9/24/21															
44	Submit draft Cert to City and Caltrans for review	2 days	Fri 9/24/21	Mon 9/27/21															
45	Review Cert per City, Caltrans comments	11 days	Mon 9/27/21	Mon 10/11/21															
46	Submit final Cert City/Caltrans approval (assumes Federal Participation)	38 days	Mon 10/11/21	Wed 11/24/21															





# **APPENDIX A**

## **TEAM RESUMES**

**25D-147**



## Michael S. Romo, SR/WA, President Principal/Senior Project Manager

Education	• Bachelor of Science, Business Admin., Cal State University, San Bernardino
License(s)	• CA RE Broker License, No. 01246067, Issue 8/26/19, Exp. 8/25/23
Affiliations	• Member, International Right of Way Association (IRWA), Chapter 1 • Former Board Member, IRWA Chapter 57 Relocation Assistance Program Chair
Experience	• Initial Year in Industry 1991

### Overview

As a 25-year industry veteran, Michael Romo is a dedicated and accomplished right of way professional in virtually all aspects of the profession. During the course of his career he has provided technical expertise and administrative guidance for such leading transportation agencies as: the Los Angeles Metropolitan Transportation Authority (LACTMA), the California Department of Transportation (Caltrans), and the County of Riverside. At Caltrans, Mr. Romo covered nearly all aspects of right of way and complex issues to achieve construction delivery. He budgeted, forecasted expenditures and coordinated with Caltrans staff in developing the District Director's annual commitment for contract delivery. As a Relocation Assistance Program Senior, he worked closely with headquarters management reviewing and recommending changes to the industry-standard Right of Way Manual and was involved in reviewing and recommending decisions for the State Relocation Appeals Board. At Overland, Pacific, & Cutler, Mr. Romo consistently spearheaded relocation efforts on major corridor improvement projects involving hundreds of parcels while managing a staff of relocation agents, coordinating relocation efforts with acquisition staff, ensuring quality controls and maintaining documentation for agency and regulatory requirements. When staffing needs exceeded resources in remote project locations, he routinely volunteered for field assignments and ensured project compliance and delivery. Throughout his career he has worked with constraints and limited recourses and consistently delivered projects. Mr. Romo sees "the big picture," and understands how right of way fits into an organization and the role it plays in meeting strategic goals and objectives. He and his teams continue to ensure projects are delivered on time, within budget and in compliance with policies, procedures and laws. Some of Mr. Romo's core values are leading by example, being supportive of staff and listening to others concerns and ideas. He holds regular meetings with staff to discuss current projects issues and has open discussions on process. He looks to staff to examine the way business is done to seek alternatives, save time and eliminate waste. He has guided a number of industry professionals and imbued those relationships with his sense of quality, reliability and professionalism. Mr. Romo has built relationships with federal and state highway agencies, and county transportation partners such as Los Angeles County Metropolitan Transportation Authority (Metro), the Riverside County Transportation Commission (RCTC), the San Bernardino County Transportation Authority (SBCTA), and local municipal partners, which have played an important role in the successful delivery of their programs. As President and CEO of The ROW Company Mr. Romo drives the company's vision and leads by instilling teamwork and professionalism toward peak project delivery.

### Project Examples

#### **Metro, Rosecrans/Marquardt Grade Separation Project, Santa Fe Springs**

Worked with closely with property owners in acquiring property, negotiating settlements and initiating condemnation activities through the preparation of notices and Board reports for Resolutions of Necessity. In addition, assisted with creating Right of Way schedules, preparing status reports and attending project team meetings. Worked with Metro assigned attorneys in preparation of eminent domain activities, recommendations to settle administratively with owners, and preparing closed session reports for Board approval. Provided oversight for relocation consultant activities for multiple projects.



**Riverside County Transportation Commission (RCTC), SR-91 Corridor Improvement**

Project Relocation Manager for the project including over 260 relocation parcels. The relocations included residential and complex nonresidential properties involving hotels, gas stations, restaurants, and special type business operations. Managed a staff of relocation agents and coordinated relocation efforts with acquisition staff. Reviewed and approved notices and claims for lead agency for approval. Ensured quality controls were in place and that documentation was maintained for agency and regulatory requirements. Reported project relocation status to the lead agency, obtaining approvals for claims on complex parcels, and special relocation cases where "Housing of Last Resort" was implemented.

**San Bernardino County Transportation Authority (SBCTA), I-215 Bi-County HOV Lane, Laurel Street Grade Separation and Barton Road Interchange Projects**

Provided oversight in the delivery of Right of Way, which impacted over 100 parcels, affecting commercial and industrial properties, railroad facilities, major utilities, local municipalities, and outdoor advertising companies. Acquired rights from property owners necessary for construction, managing acquisition and relocation staff, reviewing contracts, relocation claims, tracking Right of Way Capital expenditure budgets, tracking progress of the Right of Way efforts, and reporting to SBCTA. Instrumental in continued coordination and management of clearing parcels for construction. Prepared early acquisition requests and the Request to Acquire Contaminated Property (RACP) report. Managed oversight of Caltrans Design and Right of Way engineering to obtain mapping, designs and updated designs, in coordination with property owner needs. Coordinated federal funding requests. Identified project risks, reported status of delivery, tracked capital budget expenditures, and managed support services budgets.

**City of Menifee/T.Y. Lin, Interstate 215 at Holland Road Overcrossing Project, Menifee, CA**

Coordinated with agents, senior analysts, and client to obtain Right of Entry Permits for environmental windshield surveys and geotechnical borings. Managed the right of entry work product and worked collaboratively with the client to obtain approvals from property owners on granting Rights of Entry. Additionally, attended weekly conference call meetings with the client to discuss right of way needs.

**City of Bakersfield, Centennial Improvement Project**

Relocation Manager for the project including over 200 parcels. The relocations included both residential and complex nonresidential properties involving shopping centers and special type business operations. Managed a staff of relocation agents and coordinated relocation efforts with acquisition staff.

**Previous Relevant Experience**

Project Manager, Los Angeles County Metropolitan Transportation Authority (METRO) 2016 - 2018  
Senior Project Manager, Overland, Pacific & Cutler Inc. 2012 - 2016  
Principal Real Property Agent, County of Riverside Economic Development Agency 2010 - 2012  
Associate & Senior Right of Way Agent, Caltrans District 8, San Bernardino 1991 - 2010

**Industry Training and Expertise****IRWA Courses:**

104 - Standards of Practice for the R/W Profession  
105 - The Uniform Act Executive Summary  
200 - Principles of Real Estate Negotiations  
202 - Interpersonal Relations of Real Estate Acquisition  
205 - Bargaining Negotiations  
301 - Leadership Skills for ROW Professionals  
400 - Principles of Real Estate Appraisals  
403 - Easement Valuation  
421 - The Valuation of Partial Acquisitions  
502 - Business Relocation  
503 - Mobile Home Relocation  
504 - Computing Replacement Housing Payments  
505 - Advanced Relocation Assistance I (Residential)  
606 - The Environmental Process

**IRWA (continued)**

701 - Property/Asset Management, Leasing  
501 - Residential Relocation Assistance  
800 - Principles of Real Estate Law  
802 - Legal Aspects of Easements  
803 - Eminent Domain Law Basics  
900 - Principles of RE Engineering

**National Highway Institute - FHWA:**

Residential Relocation  
Business Relocation  
Advanced Relocation

**Appraisal Institute:**

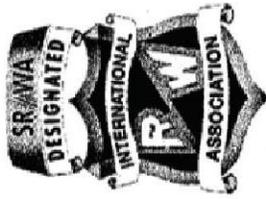
Appraisal Principles

**Other Coursework:**

Extensive Real Estate Coursework



# The International Right of Way Association



acknowledges that

**Michael S. Romo, SRWA**

has qualified as

**Senior Right of Way Professional**

The SRWA Designation signifies the commitment to professional growth and development, and the aptitude to understand, communicate and perform within standards of the right of way profession.

SRWA Number: 4730

Designated: 12/01/2001

Recertification Due: 06/01/2023



Jeffrey L. Jones, SRWA,  
RW-NAC, RW-RAC, RW-URAC  
International President

Trevor Martens, SRWA  
Chair, Credentialing Committee





## Micole G. Alfaro, SR/WA, CFO Principal/Senior Project Manager/Relocation

Education	<ul style="list-style-type: none"> <li>• Bachelor of Arts, Journalism, Cal State University, Fullerton</li> <li>• Master of Business, Redlands University (Coursework)</li> </ul>
License(s)	<ul style="list-style-type: none"> <li>• CA RE License No. 01746628, Issue 4/19/06, Exp. 4/17/20</li> </ul>
Affiliations	<ul style="list-style-type: none"> <li>• Senior Right of Way Professional, IRWA</li> <li>• Member International Right of Way Association (IRWA), Chapter 1</li> <li>• Contributing Writer, IRWA Chapter 1 Newsletter</li> </ul>
Experience	<ul style="list-style-type: none"> <li>• Initial Year in Industry 2009</li> </ul>

### Overview

Micole Alfaro is an experienced IRWA-certified senior right of way professional with 10 years of right of way, relocation and acquisition analysis, mitigation, utility relocation and relocation assistance experience. Throughout his career he has been instrumental in the delivery of relocation and acquisition projects and has developed expertise in such critical processes as property negotiations, contract administration and eminent domain coordination with attorneys. Mr. Alfaro is an exceptional communicator with previous experience as a Public Information Officer California Department of Transportation (Caltrans). At Caltrans he led public relations efforts of major corridor projects and worked with closely right of way staff and transportation partners to improve safety and mobility across the region. Mr. Alfaro has worked closely with community organizations, agencies, municipal partners, news media, and the public. He is specialized navigating the most difficult project challenges, while building public confidence and trust. He is actively involved in the company's planning, operations, marketing, communications, project delivery, and strategic growth.

### Project Examples

#### Riverside County Transportation Commission, SR-91 Corridor Improvement Project

Provided relocation and advisory assistance including move planning, tenant and homeowner interviews, administering relocation claims and conducting replacement housing valuations. As the lead business agent on the project, worked extensively with businesses to plan moves and assist in the relocation of business establishments and personal property. Worked with contractors to facilitate specialized moves. Ensured company compliance with changes to relocation laws including Map-21. Performed partial and complex commercial acquisitions and participated in planning and mitigation strategy meetings. Analyzed complex real estate appraisals, coordinated with appraisers, prepared offer letters, purchase agreements, and contracts. Negotiated with property owners, and prepared administrative settlement recommendations. Participated in administrative review meetings with Caltrans representatives, agency staff, and property owners.

#### City of Grand Terrace I-215/Barton Road Interchange Improvement Project

Relocated businesses, including retail, restaurant and industrial operations. Conducted interviews, planned moves, provided referrals to replacement sites, and prepared relocation assistance claims. Coordinated with local agencies and businesses to meet regulatory requirements, secure licenses and obtain occupancy permits. Worked with appraisers to coordinate identification of personal property and trade fixtures. Performed partial and complex commercial acquisitions and participated in planning and mitigation strategy meetings. Analyzed complex real estate appraisals, coordinated with appraisers, prepared offer letters, purchase agreements and agreements. Negotiated with property owners, and prepared administrative settlement recommendations. Participated in administrative review meetings with Caltrans representatives, agency staff and property owners. Attended project meetings with government agencies for senior project management.



**Affirmed Housing Group, Inc., 12003 S. Main St. Project, Los Angeles**

Coordinated relocation assistance services for eligible displaced and Section 8 households. Managed such projects tasks as: tenant interviews, move planning, benefits administration, contract preparation, move coordination and replacement site inspection. Work with displaced persons in successfully navigating the relocation landscape. Work was coordinated in conjunction with extensive file review, documentation and compliance with applicable state and local guidelines. Prepared written recommendations for relocation assistance.

**San Francisco Municipal Transportation Authority, Central Subway Project**

Provided residential and non-residential relocation assistance and advisory services under Federal (FTA) Regulations under eminent domain to support the construction of the project's subway transportation project. Participated in policy meetings with agency staff, management, and the city attorney's office. Prepared relocation project briefings on behalf of the project's program director for meetings with key city and government agency officials. Prepared relocation impact study and last resort housing plan for SFMTA in compliance with the Uniform Act to mitigate relocation challenges.

**City of San Pablo Mobile Home Redevelopment Project**

Assisted in the relocation of one of the city's largest mobile home parks under redevelopment. Services included move planning, owner interviews, negotiations and claim recommendation and preparation in compliance with State regulations. Researched and provided referrals to replacement sites, and acted as a liaison between agency, residents, landlords and realtors. Provided property management services and conducted inspections to ensure vacate requirements and ensure park and resident safety.

**Southern California Gas Company, Distribution Integrity Management Program (DIMP)**

Performed land rights research and permanent easement acquisition services, utilizing a variety of research tools and methods, including GIS, Real Quest, Land Vision, PDMS and other applications. Reviewed documents including deeds, tract maps and other documents to acquire land rights and enable SoCalGas to conduct its pipeline replacement activities throughout its service territory, in accordance with public utility commission requirements. Coordinated with property owners, SoCal Gas staff, management, surveyors and planners to research and deliver necessary land rights. Prepared, coordinated and administered contracts in compliance with company standards.

**Prepared Right of Way Impact Reports**

These projects were performed under Caltrans guidelines: North County Corridor Project, Centennial Corridor Project (City of Bakersfield), SR-91 CIP Project (City of Corona), I-710 Widening Project (Long Beach), SR-91 Widening Project (City of Fullerton), Rosedale Widening Project (City of Bakersfield).

**Previous Relevant Experience**

Land Advisor, Bender Rosenthal, Inc., 2018-2019  
 Senior Consultant, Autotemp, Inc., 2018-2019  
 Public Information Officer, Caltrans District 7, 2015-2017  
 Senior Right of Way Agent, Overland, Pacific & Cutler, Inc., 2011-2015  
 Senior Right of Way Agent, Universal Field Services, Inc., 2010-2011  
 Associate Right of Way Agent, Paragon Partners Ltd., 2008-2010

**Industry Training and Expertise****IRWA Courses:**

100 – Principles of Land Acquisition  
 104 – Standards of Practice for the R/W Profession  
 105 – The Uniform Act Executive Summary  
 200 – Principles of Real Estate Negotiations  
 203 – Alternative Dispute Resolution  
 213 – Conflict Management  
 400 – Principles of Real Estate Appraisals  
 421 – The Valuation of Partial Acquisitions  
 600 – Environmental Awareness

603 – Understanding Environmental Contamination  
 604 – Environmental Due Diligence  
 700 – Intro to Property/Asset Mngt.  
 800 – Principles of Real Estate Law  
 802 – Legal Aspects of Easements  
 900 – Principles of Real Estate Engineering  
 901 – Engineering Plan Development & Application

**Other Coursework:**

Extensive Real Estate Coursework  
 Uniform Act Relocation Assistance Training



## The International Right of Way Association



acknowledges that

**Micole Alfaro, SR/WA**

has qualified as

## Senior Right of Way Professional - Generalist

The SR/WA Designation signifies the commitment to professional growth and development, and the aptitude to understand, communicate and perform within standards of the right of way profession.

SR/WA Number: 6960  
Designated: 03/01/2019  
Recertification Due: 03/01/2024

Aimie L. Mims, SR/WA, R/W/AMC, R/W-NAC  
International President

Trevor Martens, SR/WA  
Chair, Credentialing Committee





**Carol A. Chiodo**  
**QA/QC Manager**

- Education**
- B.S. Degree, Recreation Administration, California State University, Northridge
  - Graduate Studies, Public Administration, California State University, Northridge
  - Paralegal Certificate, California State University, Los Angeles
- Experience**
- Initial Year in Industry 1987

### Overview

As a 32-year industry veteran, Carol Chiodo has established a history of directing right of way programs and delivering projects for public agencies throughout the Southern California region. She has completed thousands of parcel acquisitions and relocations over the course of her tenure and ensures the utmost quality and control of our programs and project delivery.

### Experience

#### **Community Redevelopment Agency of Los Angeles, Real Estate Acquisition and Relocation Manager 2008-2019**

Responsible for real estate activities including: acquisition, negotiation, sale of surplus property, title clearances and relocation activities; assure compliance with all environmental requirements; assure compliance with local, State and Federal Guidelines (Uniform Relocation Act) as they apply to appraisal, acquisition, relocation and related activities; make presentations to community groups, Board of Directors; supervise the acquisition and disposition of property as well as all associated relocation activities; conduct community meetings; supervise, train and evaluate real estate staff; prepare and manage contracts for outside consultants; update policies and procedures manuals.

#### **Los Angeles County Metro, Director, Real Estate Services 2012-May 2018**

Responsible for real estate activities which include: environmental compliance, acquisition, negotiation, title and escrow, and relocation activities; assure compliance with FTA guidelines and Caltrans policies and procedures; assure compliance with local, State and Federal Guidelines (Uniform Relocation Act) as they apply to all real estate activities; supervise staff of 10 as well as outside consultants.

#### **City of Temecula, Real Estate Manager (Interim Position) 2005-2008**

Responsible for appraisal (full and part-take), appraisal review, acquisition, negotiation, title clearances and escrow, sale of surplus property, leasing, relocation and contracting for public works and redevelopment projects; assure compliance with environmental requirements; coordinate with Public Works Dept. on street widenings, street vacations, sale of surplus property and utility relocations; prepared policy manual for real estate activities; implemented local, State and Federal Guidelines (Uniform Relocation Act) for real estate activities; coordinated with Caltrans on construction of new City off ramp and other highway projects; prepare and manage contracts for outside consultants; draft policies and procedures manual.

#### **City of San Diego, Deputy Director, Real Estate Assets Dept. 2002-2005**

Responsible for all City real estate activities and Redevelopment Agency as it relates to: appraisal, acquisition, negotiations, title and escrow, sale of surplus property, relocation, condemnation, leasing of over 700 City owned properties and property management; assured compliance with all environmental requirements; supervised and trained staff; prepared budgets and schedules for projects; coordinated with Caltrans on road projects; implemented local, State and Federal Guidelines (Uniform Relocation Act); supervised and evaluated staff of 27; prepared and managed contracts for outside consultants; coordinated activities with departments and outside agencies; made presentations to City Council and general public.



**City of Riverside, Riverside, California, Real Estate Manager 2001-2002**

Responsible for all City and Redevelopment Agency projects as it relates to the appraisal, negotiations, acquisition (full and part-takes, easements), relocation and condemnation of properties required for projects; leasing and property management; assured environmental compliance; supervised and trained staff; implemented local, State and Federal Guidelines (Uniform Relocation Act) and laws as they apply to associated real estate activities; coordinated extensively with Caltrans on public works projects.

**Universal Field Services, Pasadena, California, Regional Manager 2000-2001**

Provided real estate services to multiple public agencies (cities, redevelopment agencies, school districts, utility companies) which include appraisals, negotiations/acquisition, relocation planning; prepared Relocation Plans; implemented local State and Federal Guidelines (Uniform Act) as they apply to appraisal, acquisition, title clearances and escrow and relocation; coordinated with Caltrans on road projects; drafted policies and procedures manuals for agencies; prepared project budget for services provided, litigation support, community meetings; budget preparation; supervised staff.

**Redevelopment Agency of the City of San Jose, Real Estate Manager 1997- 2000**

Managed all real estate activities including: appraisal, negotiations, title clearances and escrow, acquisition, disposition, relocation, condemnation, leasing, contracting for real estate services; implemented local State and Federal Guidelines (Uniform Act) as they apply to appraisal, acquisition and relocation as well as Community Redevelopment law; drafted relocation regulations for Agency; made presentations to Board; assured environmental compliance; conducted extensive community meetings and outreach; contracted with and managed outside consultants; prepared budget for all real estate projects.

**City of Pasadena, Real Property Manager 1993-1997**

Managed all real estate activities for the City and Redevelopment Agency including: appraisal and review appraisals, title reports, negotiations, acquisitions, escrows, sale of surplus property, leasing, property management, relocation, condemnation of property for City and Commission; street vacations, had responsibility for the implementation of relocation regulations; implemented local State and Federal Guidelines (Uniform Act) as they apply to acquisition and relocation; prepared budget as it pertained to real estate activities; developed land inventory system, assured compliance with environmental requirements; serviced as project manager as well as member of the redevelopment project team; made presentations to City Council, various committees as well as general public.

**Metropolitan Water District, Principal Real Estate Representative 1991-1993**

Managed appraisal/acquisition, relocation sections: served as member of property team with various departments; responsible for appraisal of properties and oversight of appraisal reviews; responsible for all real estate activities which included acquisition, negotiations, escrows, condemnation, relocation of residential and business owners for reservoir project; implementation of local State and Federal Guidelines (Uniform Act) as they apply to acquisition and relocation; assisted engineering section on the realignment and vacation of roads; made presentations to Board, conducted community meetings and outreach programs; budget preparation for real estate division.

**Los Angeles Unified School District, Principal Realty Agent 1987-1991**

Managed real estate section, responsible for: appraisal, acquisition, negotiations, escrows, title clearances, condemnation of property; implemented local State and Federal Guidelines (Uniform Act) as they apply to appraisal, acquisition and relocation and related activities; site selection and analyses; feasibility studies, including environmental reports, site assessments; oral and written presentations to Board; extensive community outreach programs; relocation of both business and residential displacees; served as project coordinator with various other departments; budget preparation; budget preparation; managed contracts with outside consultants; supervised and evaluated staff.

**Industry Training and Expertise**

**Appraisal Institute Courses:**

- USPAP Standards
- Appraisal Review Seminar
- Loss of Goodwill Seminar
- Litigation Seminar
- Subdivision Seminar

**IRWA Courses:**

- 101, 400, 401, 403, 500, 501
- 502, 802, 902, 600, 603, 700, 701

**Community Redevelopment Assoc. (CRA) Courses:**

- Overview of Redevelopment
- Redevelopment Law
- Relocation Assistance





## Yolanda Matranga, SR/WA, RW-NAC Utilities Manager

- |              |   |
|--------------|---|
| Education    | <ul style="list-style-type: none"> <li>• Coursework, Cal State Sacramento, 1988</li> <li>• Management Certificate 1993</li> <li>• Telecommunications Technology Certificate – 1994</li> </ul>   |
| License(s)   | <ul style="list-style-type: none"> <li>• CA RE License, No. 01861291, Issue 3/26/09, Exp. 3/25/21</li> <li>• Member International Right of Way Association (IRWA)</li> </ul>  |
| Affiliations | <ul style="list-style-type: none"> <li>• Senior Right of Way Professional (SRWA) (R/W-NAC)</li> <li>• Region 1 Chair 2018 -Present</li> <li>• Vice Chair – IEUC 2016</li> <li>• Past President 2012/2013, IRWA Chapter 27</li> <li>• IRWA Professional of the Year 2010 and 2011</li> <li>• International Electric Utilities Vice Chair, 2015 – 2016</li> <li>• CA Notary Public</li> </ul> |
| Experience   | <ul style="list-style-type: none"> <li>• Initial Year in Industry 1971</li> </ul>   |

### Overview

Extensive experience securing easement and fee property for California utilities and municipalities. Managed right-of-way, engineering of public works projects that required relocation of telecommunication/electric facilities, contract administration, right of way and structure access organizations for two telecommunications companies, collaborated with senior management and staff to develop service footprint for AT&T and Consolidated Communications, managed construction contracts valued in excess of \$18 million, formulated and administered capital and expense budgets for Right of Way department and been directly accountable for development of Access databases for tracking and retrieval of rights of way, permits, joint pole and structure access applications from telecommunication carriers. Coordinated and directed power pole replacement and rearrangement, ensuring compliance with GO 95; implemented processes for Outside Plant Engineering and Construction, improving work flow efficiency; trained, supervised and developed up to fifty first level managers and administrative personnel in support of Construction and Engineering for thirty-two counties; and facilitated evaluation, investigation and resolution of municipal issues. I have also managed several high-profile ROW projects across private land, have also directed government projects requiring facility relocations per Franchise and/or Tariffs. I advise on The Federal Highway Uniform Act, Utility Relocation Policy and Tariffs; maintained records regarding grant of easements, researched land rights, permits and other ROW related documentation; facilitated the acquisition of electrical permitting, traffic control, building permits, inspection of construction projects; processed requests for pole and conduit agreements, pole applications, collocation applications, and cell site and conduit applications; processed billing and collections for leases, licenses and permits; served as single point-of-contact for all structure access activity with municipalities, utilities and Caltrans projects; collaborated with Legal and External Affairs staff on legal issues; designed and managed data imaging system for right-of-way and structure licensing department; and coordinated with local public officials to resolve/mitigate issues.



## Project Examples

### **Right of Way Services for South Main Street and Soda Bay Road Corridor Improvement Project, Lakeport, CA (2017 -2019)**

Acquisition Manager for 55 partial acquisitions along project corridor for Lake County's project to construct sidewalks and roadway enhancements to improve connectivity within the community.

### **Right of Way Services of the New GCL New Energy, Inc. (2019)**

Identify, research, and acquire leasehold and/or fee interest sites to develop energy storage facilities for electric companies in Northern and Southern California.

### **POWER ENGINEERS, INC. (2019)**

Provide Tower Space Lease Services to assist Trans Bay Cable for redundant capability in the San Francisco Bay Area. The service included research of microwave sites provided by Power Engineers, review and/or preparation of required easements, agreements, identification of other required permits required for the development of antenna installation.

### **Interchange at State Route 120 and McKinley, Manteca, CA (20162018)**

Acquisition Manager for the acquisition of full and partial acquisitions from 23 property owners to construct a new facility for the City of Manteca. Project includes the relocation of ten households and a veterinary clinic.

### **California HighSpeed Rail Project, Central Valley Section, Fresno to Corcoran, CA, (20152018)**

Acquisition Manager for the acquisition and relocation team acquiring permanent and temporary easements for the highspeed rail corridor through the central valley. Acquisition have included multiple land use types include agricultural, industrial, commercial, and residential. Relocations to date have included multiple households, restaurants, businesses, and governmental facilities.

### **Marysville Ring Levee Project - 2018**

Project Manage appraisal, acquisition services, escrow services and Land Rights support for utility relocations. Maintain organized, accurate records and disseminating vital status information is fundamental for efficient project implementation. Works closely with the project team to identify and coordinate all right of way activities including obtaining permits to enter for environmental surveys if needed, reviewing legal descriptions to assure they meet project requirements and develop options to avoid or mitigate impacts to the project schedule.

### **Hamilton City Phase 2B Levee Construction & Restoration Project 2018**

Project Manage the delivery of appraisal and acquisition services on behalf of RD 2140. Work closely with the project team to identify and coordinate all right of way activities including the ordering title reports and developing options to avoid or mitigate impacts to the project schedule. Property interests to be acquired are complex and is working with sensitive property owners.

### **Sacramento Area Flood Control Agency (SAFCA) 2018**

Provide Right of Way Management services for various levee improvement projects. Assist in the preparation of a clear right of way acquisition plan and project charter for each construction phase. Prepare a baseline scope and manage the acquisition process with the State Department of Water Resources (DWR) and SAFCA.

## Industry Training and Expertise

Director of Right of Way Services, Bender Rosenthal, Inc. 2010-2019

Director, Right of Way/Contract Admin. Services, 2004-2009, Consolidated Comm. (Formerly SureWest)

Director, Right of Way / Engineering, 1971-2004, AT&T (formerly PacBell, SBC)



## The International Right of Way Association



acknowledges that

**Yoli Matranga, SR/WA**

has qualified as

**Senior Right of Way Professional**

*The SR/WA Designation signifies the commitment to professional growth and development, and the aptitude to understand, communicate and perform within standards of the right of way profession.*

SR/WA Number: 5923  
Designated: 04/01/2010  
Recertification Due: 04/01/2020

Handwritten signature of Jeffrey L. Jones in black ink.

Jeffrey L. Jones, SR/WA  
R/W-NAC, R/W-RAC, R/W-URAC  
International President

Handwritten signature of Trevor Martens in black ink.

Trevor Martens, SR/WA  
Chair, Credentialing Committee





## Conner McDonald, SR/WA Senior Acquisition/Relocation Agent

- |              |   |
|--------------|---|
| Education    | • Bachelor of Arts, Economics, Political Science, University of California, Davis   |
| License(s)   | • Senior Right of Way Professional (SR/WA)<br>• CA RE Broker License No. 01780060   |
| Affiliations | • President, International Right-of-Way Association Chapter 27<br>• International Right of Way Association – CLIMB-Certified Instructor |

### Overview

Mr. McDonald's experience as an infrastructure real estate professional has encompassed all aspects of project delivery and land management, including project planning; project management; public engagement; valuation; negotiation; acquisition; relocation; title; escrow; land rights; and asset management. He is responsible for overseeing, managing, and coordinating the acquisition of real property; the relocation of displaced persons and property; and the management of real property assets. Conner has planned, purchased, and managed the necessary right of way for public and private projects as diverse as the the Feather River West Levee Rehabilitation Project; the Sites Reservoir Project; Nevada County's Newtown Road Widening Project and the California High-Speed Rail Project. With his varied and extensive right-of-way experience, Conner has served on numerous Project Delivery Teams to ensure timely delivery of the necessary right of way and prudent management of the real estate assets. He has served as an industry leader with the International Right of Way Association for the past decade and is currently President of IRWA Chapter 27; Chair of the International Public Agency Committee; and an IRWA-Certified Instructor. Mr. McDonald has had extensive participation in the IRWA at the local, regional and international levels, and has twice been named Chapter 27 Professional of the Year.

### Project Examples

#### **Sites Reservoir Project, Project Manager – Senior Right-of-Way Agent**

Since 2017, Mr. McDonald has provided right-of-way consulting services in support of the initial phases of the Sites Project Authority's project development process, including public outreach; right-of-way project management; systems development; and right-of-way policy and protocol. Conner has worked with the Project on efforts ranging from initial community engagement to procedure development; and parcel research to field access, including: property owner liaison and public outreach; stakeholder engagement, real-estate and right-of-way engagement strategy and execution, real estate policy and protocol development in support of near-term land access for project development activities, and long-term acquisition for project delivery, impact analysis; cost studies; budgeting, risk management, coordination of project teams – engineering, environmental, geotechnical.

#### **California High-Speed Rail Project, Asset Management Lead, Senior Right-of-Way Agent**

For over seven years, Mr. McDonald provided right-of-way consulting services for all phases of the project process, including planning; public outreach; project management; valuation; negotiation; acquisition; relocation; leasing; and property management. From initial parcel research through property management, Mr. McDonald oversaw and executed right-of-way services for all stages of the project, including: property owner liaison and public outreach; stakeholder engagement, negotiation, acquisition, and documentation of the real property transaction (under possibility of condemnation), title, escrow, closing; clearing recorded and unrecorded encumbrances; addressing encroachments, relocation of Displaced Persons, Businesses, and Property; utility coordination, coordination of project teams – survey, engineering, environmental, construction



**Feather River West Levee Rehabilitation Project, Senior Right-of-Way Agent**

The Feather River West Levee Project was tasked with reconstructing 45 miles of existing levee infrastructure to improve public safety and ensure that California's flood control system is in compliance with the requirements of the US Army Corps of Engineers and the Federal Emergency Management Agency. Assigned as a Lead Agent, Mr. McDonald participated in project planning and management; parcel research; examination of land rights; review of title reports; valuation; appraisal analysis; acquisitions; relocations; title and escrow, and was involved in the entire right-of-way lifecycle from initial parcel identification to closing, providing the following services: land management analysis of existing rights; title review; clearance of encroachments, negotiation, acquisition, and documentation of the real property transaction (under possibility of condemnation), clearance of title encumbrances, property owner liaison and public outreach.

**Newtown Road Widening/Class II Bike Corridor Project, Senior Right-of-Way Agent**

As a narrow, two-lane, rural roadway with limited site distance, and without shoulders, Newtown Road suffered from a higher-than-average county accident rate. \$1.68M was allocated to improve the safety of Newtown Road by widening shoulders; enhancing site distance and visibility; improving drainage; and adding Class II Bicycle Lanes. The project required partial acquisition from both residential and commercial parcels. Mr. McDonald participated in project planning and management; parcel research; examination of land rights; review of title reports; valuation support; appraisal review; negotiations; acquisitions; escrow; and close-out. Funding for this project was Federal, and the project was performed in compliance with Caltrans Policy, Nevada County Guidelines, and the Federal Uniform Act.

**Lincoln Boulevard Sidewalk Improvement Project, Acquisition Agent, Valuation Lead**

Lincoln Boulevard is the primary corridor connecting the urban core of Oroville CA to the suburban and rural communities to the south. With high vehicle speeds, no sidewalk, and heavy pedestrian traffic, the roadway exhibited higher than average accident rates. In 2009, the County of Butte was awarded \$900,000 by the Federal Highway Administration, as a Highway Safety Improvement Program (HSIP) Grant for the construction of safety improvements on Lincoln Boulevard. The right-of-way phase of this project affected 48 residential, commercial, agricultural, and mixed-use parcels. Mr. McDonald was assigned as the Valuation Lead for this project, and oversaw the valuation of all 48 parcels, in compliance with the Uniform Act and Caltrans Policy. As Valuation Lead, Mr McDonald participated in project planning; team coordination; and line-list development; and oversaw the completion of all 48 valuations from start to finish. Following the valuation stage, Mr. McDonald was responsible for the acquisition of the affected parcels.

**Lines 300 A & B – Hydrostatic Testing Project – Pacific Gas and Electric Company, Right-of-Way Agent**

As the integral backbone of Pacific Gas and Electric Company's gas transmission infrastructure, Transmission Lines 300A and 300B convey natural gas from Mojave CA, through Bakersfield and Kettleman City, and on to PG&E's service area across all of Northern California. These dual 34-Inch pipelines carry all of the natural gas needed to supply PG&E's Northern California Customers. The 2017 tests of Lines 300A and 300B would be a rarely-attempted effort to test over 127 miles of pipeline at once. To accomplish this, a large-scale, concerted effort was needed to notify and coordinate landowners, and secure the necessary land rights for the project. Mr. McDonald was at the forefront of this effort for over 11 months, ensuring all land issues were addressed to allow the hydrotesting teams to seamlessly conduct their work. The project was recognized as an unparalleled success for the company, with all 127+ miles being successfully tested over a 4-month timeframe. Due to the Right-of-Way Team's unprecedented efforts to address all land issues thoroughly, and in record time, field crews were able to execute one of the largest hydrotesting efforts in PG&E's history.

**Iowa Hill Surplus Land Disposition Project, Project Manager**

With surplus land, from a discontinued hydroelectric project, in its excess inventory for over 40 years, the Sacramento Municipal Utility District made the decision to dispose of the land. Mr. McDonald oversaw the process development for the marketing and sale of the 14 parcels in El Dorado County, totaling approximately 98 Acres. Despite a remote location, no utilities, primitive access, and limited nearby development, within six months of plan implementation by Mr. McDonald, approximately one quarter of the parcels were sold, well ahead of the anticipated schedule.





## Janet Parks, SR/WA, R/W-AMC Acquisition Manager

Education	<ul style="list-style-type: none"> <li>Public Administration, California State University, San Bernardino</li> <li>Associated Arts, Saddleback College, Mission Viejo</li> </ul>
License(s)	<ul style="list-style-type: none"> <li>CA RE License No. 00759374, Issue 11/15/79, Exp. 12/09/20</li> </ul>
Affiliations	<ul style="list-style-type: none"> <li>Senior Member, International Right of Way Association (IRWA)</li> <li>Region 1 Chairman (Region: California, Arizona, and Nevada)</li> <li>International Governing Council, 2014-2016</li> <li>IGC Work Group Establishment Committee/Liaison to the Relocation Committee</li> <li>Executive Finance Committee 2013</li> <li>Past member International Asset Management Committee</li> <li>Past Chairman of Principals, Economic Development Agency</li> <li>Speaker, CLE International</li> </ul>
Experience	<ul style="list-style-type: none"> <li>Initial Year in Industry 1979</li> </ul>

### Overview

As Acquisition Manager for ROWCO, Ms. Parks is responsible for acquisition project management. She has extensive experience in negotiations, acquisition, and property management for public agencies and the private sector. Ms. Parks is knowledgeable of federal, state, and local laws, regulations, and policies related to eminent domain, easements, rights of entry, real estate title, and other right of way technical and legal activities. She has experience working with the County Board of Supervisors for Riverside and San Bernardino Counties, Directors of major Departments and Agencies, and working with Public Works Directors for cities within Riverside and San Bernardino County, City of Moreno Valley and the City of Garden Grove. Ms. Parks has proven management experience and has extensively managed large state highway projects.

### Project Examples

#### **San Bernardino County Transportation Authority (SBCTA), I-215 Bi-County HOV GAP Closure Project**

Federally funded project which included the acquisition of 26 ownerships. Complex Billboard and Railroad issues. This project was for 7.5 miles of High Occupancy Vehicle lane. Laurel Street Grade Separation. Included the acquisition of 15 ownerships for a grade separation project involving Burlington Northern Santa Fe Railway (BNSF). Barton Road Project. Included the acquisition of 50 parcels for the road improvement project.

#### **Riverside County Transportation Commission (RCTC), I-215 Central Project**

Provided project management and oversight for the acquisition of 19 Parcels, for the reconfiguration of SR-74/I-215 Interchange. The project also included utility relocations. SR-91 CIP Project. This high profile, politically sensitive project involves over 450 partial and full acquisitions with varying degrees of difficulty and approximately 250 residential and business relocations. This design build project will widen approximately 16 miles of active highway through the urbanized area of Corona and the County of Riverside. As Senior Project Manager, responsible for the acquisition of very complex business parcels, including a mobile home park and others requiring complex mitigation in order to remain at site, as well as acquisition and relocation of 10 billboards, complex railroad parcels, and parcels owned by the Riverside County Flood Control.



**Riverside County Transportation Department (RCTD) Fred Waring Drive Improvement Project**

This project along Fred Waring Drive involved a County Road Corridor, with Riverside County on one side of the roadway and the City of La Quinta on the other side of the roadway. Provided project management for appraisal, acquisition, and escrow services for 40 parcels and was responsible for delivery of the project within a short timeframe. While the parcel acquisitions were not complex in nature, and consisted of mainly temporary construction easements, the project was extremely complex.

**City of Rialto, Ayala, Cactus, Pepper Avenue, Miro Avenue, Baseline/Maple Avenue and Riverside Avenue Projects**

Provided project management and oversight for the acquisition of 24 parcels for six road improvement projects which included working with 4 utility companies.

**City of Riverside**

Interim Property Manager. Interim Property Manager of the Real Estate Division. Provided oversight on in-house transportation projects including three major grade separation projects (Riverside Avenue, Streeter Avenue, and Columbia) and the Van Buren Boulevard/g1 Project. Also involved with Redevelopment Relocation Projects and Utility Projects.

**City of Jurupa Valley**

Limonite Avenue Project. Provided project management and oversight for the acquisition of 12 parcels for the road improvement project.

**City of Needles**

Needles I/40 Project. Provided project management and oversight for the acquisition of 22 parcels for the road improvement project.

**City of Garden Grove**

Provided Real Property Services as a Senior Project Manager for all real estate matters.

**City of Moreno Valley**

Provided Real Property Services as a Senior Project Manager for all real estate matters.

**Previous Relevant Experience**

**Economic Development Manager/Real Property Manager**

County of Riverside Economic Development Agency

**Supervising Real Property Agent**

County of Riverside

**Senior Real Property Agent**

County of Riverside and Riverside County Flood Control and Water Conservation District

**Industry Training and Expertise**

**IRWA Courses:**

- 103 – Ethics and the Right of Way Profession
- 209 – Negotiating Effectively Diverse Clientele
- 213 – Conflict Management
- 215 – R/W Agent's Development Program
- 403 – Easement Valuation
- 407 – Valuation of Contaminated Properties
- 501 – Residential Relocation Assistance
- 502 – Business Relocation

- 503 – Mobile Home Relocation
- 600 – Intro. to Environmental Issues
- 700 – Intro. to Property Management
- 701 – Property Management Leasing
- 703 – Real Property/Asset Management
- 800 – Principles of Real Estate Law
- 801 – United States Land Titles
- 900 – Principles of Real Estate Engineering



# The International Right of Way Association



acknowledges that

**Janet M. Parks, SRWA, RW-AMC**

has qualified as

**Senior Right of Way Professional**

The SRWA Designation signifies the commitment to professional growth and development, and the aptitude to understand, communicate and perform within standards of the right of way profession.

SRWA Number: 5737

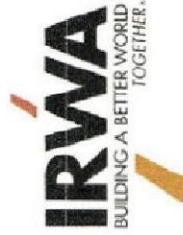
Designated: 03/01/2009

Recertification Due: 03/01/2024



Trevor Martens, SRWA  
Chair, Credentialing Committee

Jeffrey L. Jones, SRWA,  
RW-NAC, RW-RAC, RW-URAC  
International President





## Erick Gutierrez Senior Acquisition Agent

Education	<ul style="list-style-type: none"> <li>• Associate of Applied Science, Electronics, DeVry University, Pomona, CA, 1992</li> <li>• Bachelor of Theology, The Master's Seminary, Sun Valley, CA (in progress)</li> </ul>
License(s)	<ul style="list-style-type: none"> <li>• CA RE License No. 01357184, Issue 10/23/02 Exp. 10/22/22</li> </ul>
Affiliations	<ul style="list-style-type: none"> <li>• Member, International Right of Way Association (IRWA), Chapter 1</li> </ul>
Experience	<ul style="list-style-type: none"> <li>• Initial Year in Industry 2002</li> </ul>

### Overview

Mr. Gutierrez is responsible for negotiating complex acquisitions, as well as escalated complex case files. He negotiates and assists in negotiation with property owners, mortgage holders, corporations, executors, and/or their attorneys or representatives to obtain rights of way for projects, either private or public, by easement, fee purchase, dedication, or stipulation, and in matters relating to purchase, lease, or disposal of real property. Mr. Gutierrez is proficient in calculating land valuations and analyzing appraisals for use in negotiated acquisitions, sales, leases, or condemnation suits. He also prepares and verifies deeds, reconveyances, agreements, maps, and other documents involving property rights. Mr. Gutierrez has knowledge of federal, state, and Caltrans procedures, and experience with policies related to eminent domain, easements, rights of entry, and real estate title.

### Project Examples

#### **Southern California Gas Company (SoCalGas), Various Projects**

The projects include capital improvement, operation and maintenance projects from SoCalGas' Major Transmission Operations, and Pipeline Integrity Planning divisions. Acting as the lead in-house OPC Project Manager liaison and Land Advisor providing right of way consultation and support to SoCalGas' Land & Right of Way Department. Responsible for supporting division project and construction managers, providing project management, researching land rights, acquiring real property and land rights, overseeing of staff, and coordinating with title company. North-South Project. This project is for a new 65-mile, 36-inch diameter transmission pipeline, beginning at the Adelanto Compressor Station in the City of Adelanto and running south through the San Bernardino National Forest, and ending at the Moreno Pressure Limiting Station in the City of Moreno Valley. Acting as the lead in-house liaison and Project Manager providing right of way consultation and support to SoCalGas' Land & Right of Way Department. Responsible for project management, land rights and real property acquisitions, overseeing of acquisition agents, and title company coordination.

#### **San Bernardino County Transportation Authority (SBCTA), I-15/I-215 Devore Interchange Improvements Project**

This high profile, politically sensitive design build project involves over 100 partial and full acquisitions with varying degrees of difficulty including rail properties. The project also requires residential and business relocations. The project will include Truck bypass lanes to improve traffic flow along this major freight corridor. I-15 is designated as a Corridor of National Significance, is a critical bottleneck for the region, and was named the highest short-term priority in the Interstate 15 Comprehensive Corridor Study prepared for SBCTA, Caltrans, and the Southern California Association of Governments in 2006. As acting Acquisition Manager, responsibilities included overseeing right of way agents and the acquisition of real property; coordination, preparation, and delivery of Caltrans right of way certification; title clearance; and condemnation support. Tippecanoe Interchange Improvement. Capital improvement project to reconstruct the interchange and add auxiliary lanes to Interstate I-10 at Tippecanoe Avenue in the County of San Bernardino, California. Responsible for the acquisition of real property, presentation of offer packages to owners, escrow coordination, and assistance with close of escrows. Senior acquisition agent providing right of way services that included 9 complex acquisitions.



**City of Moreno Valley, SR-60 @ Moreno Beach Drive Interchange and Overcrossing Improvements**

Replaced and widened the existing overcrossings and reconstructed the ramps at the State Route 60 and Moreno Beach Drive interchange. This project included 22 permanent acquisitions. Provided right of way services to Moreno Valley's Public Works Department. Responsible for the acquisition of real property from private owners, preparation and presentation of offer packages to owners, escrow coordination, and assistance with close of escrows. Assisted with project preparation for a FHWA capital improvement project audit and Caltrans right of way certification.

**Riverside County Transportation Commission (RCTC), I-215 Central Widening Project**

Included 38 permanent and temporary acquisitions for the project which will add one lane in each direction to create 3 northbound and 3 southbound lanes on the I-215. Acted as Acquisition Manager providing right of way services for this widening project and responsible for overseeing the assigned acquisition agents, their activities, and project delivery.

**County of Riverside, I-215 Van Buren Boulevard Interchange Project**

Provided right of way services and coordination involving a multi-government agency project which included a variety of complex acquisitions to improve the I-215/Van Buren Interchange to accommodate the recent increase in traffic volumes and to facilitate future growth.

**Los Angeles Unified School District (LAUSD)**

Various School Projects. Provided right of way services on 63 acquisition and relocation case files. Performed acquisition of real property and conducted relocation interviews, provided comparable housing referrals for replacement property (for both purchase and/or rental), explained benefits to displacees, and assisted lead agents handling business acquisition/ relocation, goodwill, and FF&E.

**Previous Relevant Experience**

**Real Estate Salesperson**

Mattucci Real Estate, Huntington Beach, CA

**Real Estate Sales Manager & Office Manager**

Realty Executives, West Covina, CA

**Industry Training and Expertise**

**IRWA Courses:**

- 100 – Principles of Land Acquisition
- 421 – The Valuation of Partial Acquisitions
- 600 – Environmental Awareness
- 900 – Principles of Real Estate Engineering
- 901 – Engineering Plan Development
- 902 – Property Descriptions

**In-House Courses:**

Advanced Business Relocation

**Additional Training, continued:**

California Department of Real Estate, Agency Relationships, Duties/ Disclosures, Ethics, Professional Conduct and the Real Estate Professional, Fair Housing, Trust Fund Handling, Real Estate Principles, Advanced Contract Law, Buyer Agency, Eight Hour Survey, Environmental Issues in Residential Real Estate, Duty to Disclose, Residential Property Inspection Process

