

**CITY OF ARROYO GRANDE  
PROFESSIONAL SERVICES AGREEMENT**

**1. PARTIES AND DATE.**

This Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the City of Arroyo Grande, a municipal corporation organized under the laws of the State of California with its principal place of business at 300 E. Branch Street, Arroyo Grande, California 93420, County of San Luis Obispo, State of California ("City") and Beacon Integrated Professional Resources, Inc. dba Hamner, Jewell and Associates', Incorporated in the State of California, with its principal place of business at 530 Paulding Circle, Suite A, Arroyo Grande, CA 93420 ("Consultant"). City and Consultant are sometimes individually referred to herein as "Party" and collectively as "Parties."

**2. RECITALS.**

**2.1 Consultant.**

Consultant desires to perform and assume responsibility for the provision of certain professional services required by the City on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing Real Estate services to public clients, is licensed in the State of California, and is familiar with the plans of City.

**2.2 Project.**

City desires to engage Consultant to render such professional services for the Traffic Way Bridge Replacement Project ("Project") as set forth in this Agreement.

**3. TERMS.**

**3.1 Scope of Services and Term.**

General Scope of Services. Consultant promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional real estate consulting services necessary for the Project ("Services"). The Services are more particularly described in City's Request For Proposals, Exhibit "A," and Consultant's Proposal, Exhibit "B," which exhibits are attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.1 Term. The term of this Agreement shall be from September 26, 2023, to September 26, 2026, unless earlier terminated as provided herein. The City shall have the unilateral option, at its sole discretion, to renew this Agreement automatically for no more than (2) additional one-year terms. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Services.

### **3.2 Compensation.**

3.2.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed One Hundred and four thousand, nine hundred seventy dollars and 21 cents (\$104,970.21) without written approval of the City Council or City Manager, as applicable. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.2.2 Payment of Compensation. Consultant shall submit to City a monthly invoice which indicates work completed and hours of Services rendered by Consultant. The invoice shall describe the amount of Services provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the invoice. City shall, within 30 days of receiving such invoice, review the invoice and pay all non-disputed and approved charges. If the City disputes any of Consultant's fees, the City shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth therein. Payment shall not constitute acceptance of any Services completed by Consultant. The making of final payment shall not constitute a waiver of any claims by the City for any reason whatsoever.

3.2.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by City, or included in Exhibit "C" of this Agreement.

3.2.4 Extra Work. At any time during the term of this Agreement, City may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from the City.

### **3.3 Responsibilities of Consultant.**

3.3.1 Independent Contractor; Control and Payment of Subordinates. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Consultant on an independent contractor basis and not as an employee. Any personnel performing the Services on behalf of Consultant shall not be employees of City and shall at all times be under Consultant's exclusive direction and control. Neither City, or any of its officials, officers, directors, employees or agents shall have control over the conduct of Consultant or any of Consultants officers, employees or agents, except as set forth in this Agreement. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.3.2 Schedule of Services. Consultant shall perform the Services in a prompt and timely manner and in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference. Consultant represents that it has the

professional and technical personnel required to perform the Services expeditiously. Upon request of City, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.3.3 Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the approval of City.

3.3.4 Substitution of Key Personnel. Consultant has represented to City that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. In the event that City and Consultant cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. The key personnel for performance of this Agreement are as follows: Lillian Jewell, President.

3.3.5 City's Representative. The City hereby designates Brian Pedrotti, Community Development Director, or his/her designee, to act as its representative in all matters pertaining to the administration and performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for review and approval of all products submitted by Consultant but not the authority to enlarge the Scope of Services or change the total compensation due to Consultant under this Agreement. The City Manager shall be authorized to act on City's behalf and to execute all necessary documents which enlarge the Scope of Services or change the Consultant's total compensation subject to the provisions contained in this Agreement. Consultant shall not accept direction or orders from any person other than the City Manager, City's Representative or his/her designee.

3.3.6 Consultant's Representative. Consultant hereby designates Lillian Jewell, President, or his/her designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his/her best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.3.7 Coordination of Services. Consultant agrees to work closely with City staff in the performance of Services and shall be available to City's staff, consultants and other staff at all reasonable times.

3.3.8 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Consultant represents that it, its employees and subconsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. Consultant shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its

subconsultants who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

### 3.3.9 Period of Performance.

3.3.9.1 Consultant shall perform and complete all Services under this Agreement within the term set forth in Section 3.1.2 above ("Performance Time"). Consultant shall also perform the Services in strict accordance with any completion schedule or Project milestones described in Exhibits "A" or "B" attached hereto, or which may be separately agreed upon in writing by the City and Consultant ("Performance Milestones"). Consultant agrees that if the Services are not completed within the aforementioned Performance Time and/or pursuant to any such Performance Milestones developed pursuant to provisions of this Agreement, it is understood, acknowledged and agreed that the City will suffer damage.

3.3.9.2 Neither City nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing Party. For purposes of this Agreement, such circumstances include a Force Majeure Event. A Force Majeure Event shall mean an event that materially affects a Party's performance and is one or more of the following: (1) Acts of God or other natural disasters; (2) terrorism or other acts of a public enemy; (3) orders of governmental authorities (including, without limitation, unreasonable and unforeseeable delay in the issuance of permits or approvals by governmental authorities that are required for the services); (4) strikes and other organized labor action occurring at the site and the effects thereof on the services, only to the extent such strikes and other organized labor action are beyond the control of Consultant and its subcontractors, and to the extent the effects thereof cannot be avoided by use of replacement workers; and (5) pandemics, epidemics or quarantine restrictions. For purposes of this section, "orders of governmental authorities," includes ordinances, emergency proclamations and orders, rules to protect the public health, welfare and safety, and other actions of a public agency applicable to the services and Agreement.

3.3.9.3 Should a Force Majeure Event occur, the non-performing Party shall, within a reasonable time of being prevented from performing, give written notice to the other Party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement. Force Majeure Events and/or delays, regardless of the Party responsible for the delay, shall not entitle Consultant to any additional compensation. Notwithstanding the foregoing in this section, the City may still terminate this Agreement in accordance with the termination provisions of this Agreement.

### 3.3.10 Laws and Regulations; Employee/Labor Certification.

3.3.10.1 Compliance with Laws. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with the Services and this Agreement. All violations of such laws and regulations shall be grounds for the City to terminate the Agreement for cause.

3.3.10.2 Employment Eligibility; Consultant. Consultant certifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time and shall require all subconsultants and sub-subconsultants to comply with the same. Consultant certifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Agreement, and shall not violate any such law at any time during the term of the Agreement.

3.3.10.3 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.3.10.4 Air Quality. To the extent applicable, Consultant must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the South Coast Air Quality Management District (SCAQMD) and/or California Air Resources Board (CARB). Consultant shall indemnify City against any fines or penalties imposed by SCAQMD, CARB, or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Consultant, its subconsultants, or others for whom Consultant is responsible under its indemnity obligations provided for in this Agreement.

3.3.10.5 Water Quality Management and Compliance. Consultant shall keep itself and all subcontractors, staff, and employees fully informed of and in compliance with all local, state and federal laws, rules and regulations that may impact, or be implicated by the performance of the Services including, without limitation, all applicable provisions of the City's ordinances regulating water quality and storm water; the Federal Water Pollution Control Act (33 U.S.C. § 1251, *et seq.*); the California Porter-Cologne Water Quality Control Act (Water Code § 13000 *et seq.*); and any and all regulations, policies, or permits issued pursuant to any such authority. Consultant must additionally comply with the lawful requirements of the City, and any other municipality, drainage district, or other local agency with jurisdiction over the location where the Services are to be conducted, regulating water quality and storm water discharges. City may seek damages from Consultant for delay in completing the Services caused by Consultant's failure to comply with the laws, regulations and policies described in this Section, or any other relevant water quality law, regulation, or policy.

3.3.10.6 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed.

3.3.11 Insurance.

3.3.11.1 Time for Compliance. Consultant shall not commence work under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this section. In addition, Consultant shall not allow any subconsultant to commence work on any subcontract until it has provided evidence satisfactory to the City that the subconsultant has secured all insurance required under this section. Failure to provide and maintain all required insurance shall be grounds for the City to terminate this Agreement for cause.

3.3.11.2 Types of Insurance Required. As a condition precedent to the effectiveness of this Agreement for work to be performed hereunder, and without limiting the indemnity provisions of the Agreement, the Consultant, in partial performance of its obligations under such Agreement, shall procure and maintain in full force and effect during the term of the Agreement the following policies of insurance. If the existing policies do not meet the insurance requirements set forth herein, Consultant agrees to amend, supplement or endorse the policies to do so.

(A) Commercial General Liability: Commercial General Liability Insurance which affords coverage at least as broad as Insurance Services Office "occurrence" form CG 00 01, or the exact equivalent, with limits of not less than \$1,000,000 per occurrence and no less than \$2,000,000 in the general aggregate. Defense costs shall be paid in addition to the limits. The policy shall contain no endorsements or provisions (1) limiting coverage for contractual liability; (2) excluding coverage for claims or suits by one insured against another (cross-liability); (3) products/completed operations liability; or (4) containing any other exclusion(s) contrary to the terms or purposes of this Agreement.

(B) Automobile Liability Insurance: Automobile Liability Insurance with coverage at least as broad as Insurance Services Office Form CA 00 01 covering "Any Auto" (Symbol 1), or the exact equivalent, covering bodily injury and property damage for all activities with limits of not less than \$1,000,000 combined limit for each occurrence.

(C) Workers' Compensation: Workers' Compensation Insurance, as required by the State of California and Employer's Liability Insurance with a limit of not less than \$1,000,000 per accident for bodily injury and disease.

(D) Professional Liability Errors & Omissions Professional Liability insurance or Errors & Omissions insurance appropriate to Consultant's profession with limits of not less than \$1,000,000. Covered professional services shall specifically include all work to be performed under the Agreement and delete any exclusions that may potentially affect the work to be performed (for example, any exclusions relating to lead, asbestos, pollution, testing, underground storage tanks, laboratory analysis, soil work, etc.). If coverage is written on a claims-made basis, the retroactive date shall precede the effective date of the initial Agreement and continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least five (5) years from termination or expiration of this Agreement.

3.3.11.3 Insurance Endorsements. Required insurance policies shall contain the following provisions, or Consultant shall provide endorsements on forms approved by the City to add the following provisions to the insurance policies:

(A) Commercial General Liability: (1) Additional Insured: The City, its officials, officers, employees, agents, and volunteers shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the Agreement.

Additional Insured Endorsements shall not (1) be restricted to "ongoing operations"; (2) exclude "contractual liability"; (3) restrict coverage to "sole" liability of Consultant; or (4) contain any other exclusions contrary to the terms or purposes of this Agreement. For all policies of Commercial General Liability insurance, Consultant shall provide endorsements in the form of ISO CG 20 10 10 01 and 20 37 10 01 (or endorsements providing the exact same coverage) to effectuate this requirement. (2) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

(B) Automobile Liability. (1) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

(C) Professional Liability (Errors & Omissions): (1) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium. (2) Contractual Liability Exclusion Deleted: This insurance shall include contractual liability applicable to this Agreement. The policy must "pay on behalf of" the insured and include a provision establishing the insurer's duty to defend.

(D) Workers' Compensation: (1) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium. (2) Waiver of Subrogation: A waiver of subrogation stating that the insurer waives all rights of subrogation against the City, its officials, officers, employees, agents, and volunteers.

3.3.11.4 Primary and Non-Contributing Insurance. All policies of Commercial General Liability and Automobile Liability insurance shall be primary and any other insurance, deductible, or self-insurance maintained by the City, its officials, officers, employees, agents, or volunteers shall not contribute with this primary insurance. Policies shall contain or be endorsed to contain such provisions.

3.3.11.5 Waiver of Subrogation. All required insurance coverages, except for the professional liability coverage, shall contain or be endorsed to waiver of subrogation in favor of the City, its officials, officers, employees, agents, and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

3.3.11.6 Deductibles and Self-Insured Retentions. Any deductible or self-insured retention must be approved in writing by the City and shall protect the City, its officials, officers, employees, agents, and volunteers in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

3.3.11.7 Evidence of Insurance. The Consultant, concurrently with the execution of the Agreement, and as a condition precedent to the effectiveness thereof, shall

deliver either certified copies of the required policies, or original certificates on forms approved by the City, together with all endorsements affecting each policy. Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for approval. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15 days) prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced and not replaced immediately so as to avoid a lapse in the required coverage, Consultant shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

3.3.11.8 Acceptability of Insurers. Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and authorized to transact business of insurance in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

3.3.11.9 Enforcement of Agreement Provisions (non estoppel). Consultant acknowledges and agrees that actual or alleged failure on the part of the City to inform Consultant of non-compliance with any requirement imposes no additional obligation on the City nor does it waive any rights hereunder.

3.3.11.10 Requirements Not Limiting. Requirement of specific coverage or minimum limits contained in this Section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance.

3.3.11.11 Additional Insurance Provisions

(A) The foregoing requirements as to the types and limits of insurance coverage to be maintained by Consultant, and any approval of said insurance by the City, is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Consultant pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.

(B) If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement.

(C) The City may require the Consultant to provide complete copies of all insurance policies in effect for the duration of the Project.

(D) Neither the City nor any of its officials, officers, employees, agents or volunteers shall be personally responsible for any liability arising under or by virtue of this Agreement.



(E) The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Further the limits set forth herein shall not be construed to relieve the Consultant from liability in excess of such coverage, nor shall it limit the Consultant's indemnification obligations to the City and shall not preclude the City from taking such other actions available to the City under other provisions of the Agreement or law.

(F) Consultant shall report to the City, in addition to Consultant's insurer, any and all insurance claims submitted by Consultant in connection with the Services under this Agreement.

**3.3.11.12 Insurance for Subconsultants.** Consultant shall include all subconsultants engaged in any work for Consultant relating to this Agreement as additional insureds under the Consultant's policies, or the Consultant shall be responsible for causing subconsultants to purchase the appropriate insurance in compliance with the terms of these Insurance Requirements, including adding the City, its officials, officers, employees, agents, and volunteers as additional insureds to the subconsultant's policies. All policies of Commercial General Liability insurance provided by Consultant's subconsultants performing work relating to this Agreement shall be endorsed to name the City, its officials, officers, employees, agents and volunteers as additional insureds using endorsement form ISO CG 20 38 04 13 or an endorsement providing equivalent coverage. Consultant shall not allow any subconsultant to commence work on any subcontract relating to this Agreement until it has received satisfactory evidence of subconsultant's compliance with all insurance requirements under this Agreement, to the extent applicable. The Consultant shall provide satisfactory evidence of compliance with this section upon request of the City.

#### **3.4 Labor Code Requirements.**

**3.4.1 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 are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. City shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant's principal place of business and at the project site. It is the intent of the parties to effectuate the requirements of sections 1771, 1774, 1775, 1776, 1777.5, 1813, and 1815 of the Labor Code within this Agreement, and Consultant shall therefore comply with such Labor Code sections to the fullest extent required by law. Consultant shall defend, indemnify and hold the City, its officials, officers, employees, agents, and volunteers free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

**3.4.2 Registration/DIR Compliance.** If the Services are being performed on a public works project of over \$25,000 when the project is for construction, alteration, demolition, installation, or repair work, or a public works project of over \$15,000 when the project is for maintenance work, in addition to the foregoing, then pursuant to Labor Code sections 1725.5 and

1771.1, the Consultant and all subconsultants must be registered with the Department of Industrial Relations ("DIR"). Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants.

3.4.3 Compliance Monitoring. This Project may also be subject to compliance monitoring and enforcement by the DIR. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements, including the submission of payroll records directly to the DIR. Any stop orders issued by the DIR against Consultant or any subconsultant that affect Consultant's performance of services, including any delay, shall be Consultant's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Consultant caused delay and shall not be compensable by the City. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the DIR against Consultant or any subconsultant.

3.4.4 Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

### **3.5 Termination of Agreement.**

3.5.1.1 Grounds for Termination. City may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those Services which have been adequately rendered to City, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause. The rights and remedies of the City provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law, equity or under this Agreement.

3.5.1.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Consultant to provide all finished or unfinished Documents and Data and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such document and other information within fifteen (15) days of the request.

3.5.1.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

### **3.6 Indemnification.**

3.6.1 To the fullest extent permitted by law, Consultant shall defend (with counsel of City's choosing), indemnify and hold the City, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or

omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's Services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses except such loss or damage caused by the sole negligence or willful misconduct of the City. Consultant's obligation to indemnify shall survive expiration or termination of this Agreement and shall not be restricted to insurance proceeds, if any, received by Consultant, the City, its officials, officers, employees, agents, or volunteers.

3.6.2 If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance as a "design professional" (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

### **3.7 General Provisions.**

3.7.1 Accounting Records. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

#### **3.7.2 Independent Contractors and Subcontracting.**

3.7.2.1 Use of Consultants. Consultant is aware of statutory and case law regarding classification of workers as independent contractors, including California Labor Code Section 2750.3 and Dynamex Operations West, Inc. v. Superior Court, 4 Cal. 5th 903 (2018). To ensure that Consultant is in compliance with the California Labor Code, Consultant shall only utilize its employees to provide the Services. Consultant may not provide the services through any independent contractor, subcontractor or subconsultant ("Subcontractor(s)") unless approved by the City as set forth in Section 3.7.2.2 below. Consultant represents and warrants that all personnel who perform the Services on Consultant's behalf are Consultant's employees, and that Consultant complies with all applicable laws, rules and regulations governing its employees, including, but not limited to, the California Labor Code, Unemployment Insurance Code and all applicable Industrial Welfare Commission Wage Orders.

3.7.2.2 Prior Approval Required. Consultant shall not use any Subcontractor to provide the Services, or any portion of the work required by this Agreement, without prior written approval of City. In the event that City authorizes Consultant to use a Subcontractor, Consultant shall enter into a written agreement with the Subcontractor, which must include all provisions of the Agreement, including a restriction on the Subcontractor's use of further independent contractors, subcontractors or subconsultants without the City's prior written consent.

3.7.3 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Consultant:	Hamner, Jewell and Associates 530 Paulding Circle, Suite Arroyo Grande, CA 93420 ATTN: Lillian Jewell
City:	City of Arroyo Grande 300 E. Branch Street Arroyo Grande, CA 93420 ATTN: Brian Pedrotti, Community Development Director

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.7.4 Ownership of Materials and Confidentiality.

3.7.4.1 Documents & Data; Licensing of Intellectual Property. 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"). All Documents & Data shall be and remain the property of City, and shall not be used in whole or in substantial part by Consultant on other projects without the City's express written permission. Within thirty (30) days following the completion, suspension, abandonment or termination of this Agreement, Consultant shall provide to City reproducible copies of all Documents & Data, in a form and amount required by City. City reserves the right to select the method of document reproduction and to establish where the reproduction will be accomplished. The reproduction expense shall be borne by City at the actual cost of duplication. In the event of a dispute regarding the amount of compensation to which the Consultant is entitled under the termination provisions of this Agreement, Consultant shall provide all Documents & Data to City upon payment of the undisputed amount. Consultant shall have no right to retain or fail to provide to City any such documents pending resolution of the dispute. In addition, Consultant shall retain copies of all Documents & Data on file for a minimum of fifteen (15) years following completion of the Project, and shall make copies available to City upon the payment of actual reasonable duplication costs. Before destroying the Documents & Data following this retention period, Consultant shall make a reasonable effort to notify City and provide City with the opportunity to obtain the documents.

3.7.4.2 Subconsultants. Consultant shall require all subconsultants to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subconsultant 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 prepared by design

professionals other than Consultant or its subconsultants, or those provided to Consultant by the City.

3.7.4.3 Right to Use. City shall not be limited in any way in its use or reuse of the Documents and Data or any part of them at any time for purposes of this Project or another project, provided that any such use not within the purposes intended by this Agreement or on a project other than this Project without employing the services of Consultant shall be at City's sole risk. If City uses or reuses the Documents & Data on any project other than this Project, it shall remove the Consultant's seal from the Documents & Data and indemnify and hold harmless Consultant and its officers, directors, agents and employees from claims arising out of the negligent use or re-use of the Documents & Data on such other project. Consultant shall be responsible and liable for its Documents & Data, pursuant to the terms of this Agreement, only with respect to the condition of the Documents & Data at the time they are provided to the City upon completion, suspension, abandonment or termination. Consultant shall not be responsible or liable for any revisions to the Documents & Data made by any party other than Consultant, a party for whom the Consultant is legally responsible or liable, or anyone approved by the Consultant.

3.7.4.4 Indemnification. Consultant shall defend, indemnify and hold the City, its directors, officials, officers, employees, volunteers and agents free and harmless, pursuant to the indemnification provisions of this Agreement, for any alleged infringement of any patent, copyright, trade secret, trade name, trademark, or any other proprietary right of any person or entity in consequence of the use on the Project by City of the Documents & Data, including any method, process, product, or concept specified or depicted.

3.7.4.5 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents & Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of City, be used by Consultant for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

3.7.5 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.7.6 Entire Agreement. This Agreement contains the entire agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements.

3.7.7 Attorneys' Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorneys' fees and all costs of such action.

3.7.8 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in San Luis Obispo County. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Consultant must comply with the claim procedures set forth in Government Code sections 900 et seq. prior to filing any lawsuit against the City. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Consultant. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Consultant shall be barred from bringing and maintaining a valid lawsuit against the City.

3.7.9 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.7.10 City's Right to Employ Other Consultants. City reserves right to employ other consultants in connection with this Project.

3.7.11 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.7.12 Assignment or Transfer. Consultant shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the written consent of the City, which may be withheld for any reason. Any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination. Consultant shall not subcontract any portion of the Services required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

3.7.13 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Consultant include all personnel, employees, agents, and subconsultants of Consultant, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

3.7.14 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.7.15 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

3.7.16 No Third-Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.7.17 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.7.18 Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Consultant further agrees to file, or shall cause its employees or subconsultants to file, a Statement of Economic Interest with the City's Filing Officer as required under state law in the performance of the Services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.7.19 Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.7.20 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.7.21 Survival. All rights and obligations hereunder that by their nature are to continue after any expiration or termination of this Agreement, including, but not limited to, the indemnification obligations, shall survive any such expiration or termination.

**3.8 Federal Provisions.** When funding for the services is provided, in whole or in part, by an agency of the federal government, Consultant shall also fully and adequately comply with the provisions included in Exhibit "A-1" (Federal Requirements) attached hereto and incorporated herein by reference ("Federal Requirements"). With respect to any conflict between such Federal Requirements and the terms of this Agreement and/or the provisions of state law, the more stringent requirement shall control.

**[SIGNATURES ON NEXT PAGE]**

**SIGNATURE PAGE TO PROFESSIONAL SERVICES AGREEMENT  
BETWEEN THE CITY OF ARROYO GRANDE AND  
Hamner, Jewell & Associates**

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed on the day and year first above written.

**CITY OF ARROYO GRANDE**

**Beacon Integrated Professional Resources, Inc., a  
California S Corporation dba Hamner, Jewell &  
Associates**

*Approved By:*

Caren Ray Russum, Mayor

*Approved as to Form:*

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

Its: \_\_\_\_\_

\_\_\_\_\_  
Best Best & Krieger LLP  
Isaac Rosen, City Attorney

Printed Name: \_\_\_\_\_

*Attested By:*

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

Its: \_\_\_\_\_

Jessica Matson, City Clerk

Printed Name: \_\_\_\_\_



**EXHIBIT "A"**  
**City Request for Proposals (RFP)**



## **PUBLIC WORKS DEPARTMENT**

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### **REQUEST FOR QUALIFICATIONS AND PROPOSAL**

**PROFESSIONAL CONSULTING SERVICES  
for Real Property Appraisal and Acquisition  
Traffic Way Bridge Replacement Project  
Federal Project NO. BRLS 5199 (030)**

PW 2023-02

**Mail/Deliver to:**

City of Arroyo Grande Public Works Department  
Attention: Christine C. Kahn, Asst. CIP Manager  
300 East Branch Street  
Arroyo Grande, CA 93420

**Proposals Due:**

2:00 P.M.  
July 5, 2023

**REQUEST FOR QUALIFICATIONS AND PROPOSAL**  
**PROFESSIONAL CONSULTING SERVICES**  
**for Real Property Appraisal and Acquisition**  
**Traffic Way Bridge Replacement Project**  
**Federal Project No. BRLS 5199 (030)**  
**PW 2023-02**

The City of Arroyo Grande is inviting qualified consultants to submit proposals to provide Professional Consulting Services for **Real Property Appraisal and Acquisition** for the Traffic Way Bridge Replacement Project.

Each proposal must be received by mail, recognized carrier or hand delivered no later than 4:00 p.m. on July 5, 2023 and submitted on the form(s) provided and accompanied by any other required submittals or supplemental materials. Each proposal submittal must include three (3) hardcopies of your proposal package and one (1) Adobe Acrobat Portable Document Format (PDF) file of the proposal on flash drive. A sealed Cost Proposal shall also be included in a separate envelope. No FAX submittals will be accepted. Late Proposals will not be considered and will be returned, unopened.

Proposal Package shall be sealed and labeled:

**Traffic Way Bridge Replacement**  
**PW 2023-02**

Proposal Package shall consist of two (2) sealed envelopes, each clearly labeled:

**COST PROPOSAL**  
**Traffic Way Bridge Replacement**  
**PW 2023-02**

**Questions**

Any questions related to this RFP shall be submitted in writing to the attention of Christine C. Kahn Asst CIP Manager via email CKahn @ arroyogrande.org. Questions shall be submitted before 4:00 PM on June 28, 2023

This Request for Qualifications and Proposal is posted on the City's website at <http://www.arroyogrande.org/Bids.aspx>

**Disadvantaged Business Participation**

Even though there is a DBE goal of 0%. This project is subject to Title 49 Code of Federal Regulations Part 26 (49 CFR 26) entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.". The City hereby notifies all proposers that it will affirmatively insure that in any agreement entered into pursuant to this advertisement, disadvantage business enterprises will be afforded full opportunity to submit proposals in response to this invitation and will not be discriminated against on the grounds of race, color, sex, national origin, religion, age, or disability in consideration for an award.

# REQUEST FOR QUALIFICATIONS AND PROPOSAL

## PROFESSIONAL CONSULTING SERVICES for Real Property Appraisal and Acquisition Traffic Way Bridge Replacement Project Federal Project No. BRLS 5199 (030)

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### ATTACHMENTS

- A. Professional Services Agreement- SAMPLE- City of Arroyo Grande
- B. Local Assistance Procedures Manual (LAPM) Forms
- C. R/W Exhibit Mapping
- D. Construction Documents- 65%

## **I. INTRODUCTION**

### **Project Background**

The existing Traffic Way Bridge is a reinforced concrete structure that was constructed in 1932, making the bridge 86 years old. Caltrans inspects this bridge every two years, and during the inspection in 2016 they found signs of deck cracking, failed expansion joints, spalling concrete, concrete abrasion, and creek channel erosion. These conditions were determined to be high risk, and the bridge was reclassified from a scour counter measure project to a bridge replacement project. The City of Arroyo Grande, working with the Highway Bridge Program that provides Federal-Aid to Local Agencies statewide, developed a Plan of Action for replacement of the bridge. Since 2018, Professional Consulting Services for Environmental Studies, Plans, Specifications, and Estimates have been prepared to replace the bridge with an estimated start of construction by early 2024.

## **II. QUALIFICATIONS**

The City of Arroyo Grande Public Works Department with their Design Consultant, Consor determined that 10 to 12 parcels will be impacted temporarily during construction. These parcels have been identified and are provided by APN and a map (attachment C). The City is seeking a qualified and duly licensed appraiser to provide the appraisals and statutory valuations of just compensation in support of the acquisition and or temporary use of real property interests required for the duration of construction of the project as described in the scope below.

## **III. SCOPE OF WORK**

The Consultant Team shall provide all services for real property appraisal and acquisition as needed for up to twelve (12) easements. Ten (10) affected properties have been identified at this time on the project map and are listed below. Additional easements may become necessary as the design progresses and the plans are completed. The attached plans are at 65% completion. The bridge replacement project will be subject to both the availability of Federal Funding and the limitations of construction activities within the creek between June 15 and November 15. It will be important and necessary to ensure the temporary construction easements (TCE's) are in place and available for the duration (possibly 5 years) of the entire bridge replacement activities to prevent unnecessary and costly delays.

**ARROYO GRANDE CREEK BRIDGE AT TRAFFIC WAY  
TEMPORARY CONSTRUCTION EASEMENTS (TCE)**

APN	LOT AREA (SF)	LOT AREA (ACRE)	TCE AREA (SF)	TCE AREA (ACRE)	OWNER	SITUS
007-481-009	6,200	0.14	1,380	0.03	FERNANDES ROMEL & MERCEDES	**NO SITUS ADDRESS PRESENT IN DATABASE**
007-481-008	5,900	0.14	1,260	0.03	FRIETA RENTALS	139 WE BRANCH ST
007-481-007	9,583	0.22	2,160	0.05	COLE PERAL I TRE	137 WE BRANCH ST ARGR
007-481-011	42,966	0.99	2,510	0.06	KALOOSIAN RAFFI METAL	**NO SITUS ADDRESS PRESENT IN DATABASE**
007-482-020	20,000	0.46	2,620	0.06	COYOTE CORP ETAL	0 STATION WY ARGR
007-482-026	43,996	1.01	18,030	0.41	HANSEN MES	170 STATION WAY ARGR
007-482-018	28,200	0.65	1,500	0.03	COYOTE CORP ETAL	104 TRAFFIC WY ARGR
007-482-006	107,850	2.48	43,530	1.00	PACIFIC	251 EA GRAND AV ARGR
006-311-067	1,432,688	32.89	42,300	0.97	SARUWATARI	500 FAIR OAKS AV ARGR
006-311-056	73,181	1.68	12,670	0.29	DOHI	310 FAIR OAKS AV ARGR

Anticipated Tasks and Deliverables may include, but are not limited to the following:

1. Coordinate with City Staff and Project Design Team, participate in Team Meetings, including PDT meetings with Caltrans as needed
2. Establish process with property owners regarding temporary use
3. Provide Notices of Decision to Appraiser to property owners
4. Meeting with property owners at project site, if requested by property owners
5. Develop opinion of value consistent with State & Federal Guidelines
6. Submittal of appraisal report to compliment Bridge Replacement Schedule and regulatory permit conditions regarding creek entry
7. Provide advice and consultation services at appraisal conferences
8. Complete Acquisition of Temporary Easement's
9. Advise and participate with condemnation pre-trial meetings, if needed
10. Testimony as expert witness on behalf of City, if needed

**IV. PROPOSAL REQUIREMENTS**

**Proposal Requirements**

1. Each individual or firm submitting a proposal (Consultant) shall meet all of the terms and conditions of this Request for Proposal (RFP). By virtue of its proposal submittal, the Consultant acknowledges agreement with and acceptance of all provisions of the RFP specifications.
2. A Consultant may withdraw its proposal, without prejudice prior to the time specified for the proposal opening, by submitting a written request to the City Engineer for its withdrawal, in which event the proposal will be returned to the Consultant unopened. No proposal received after the time specified or at any place other than that stated in the RFP will be considered.
3. No individual or business entity of any kind shall be allowed to make or file, or to be interested in more than one proposal, except an alternative proposal when specifically requested; however, an individual or business entity that has submitted a proposal to be a subcontractor to a Consultant submitting a proposal, or who has quoted prices on materials to such Consultant, is not thereby disqualified from submitting a proposal to be a subcontractor or from quoting prices to other Consultants submitting proposals.
4. All costs incurred in the preparation and submission of this Proposal and related documentation

will be borne by the proposer.

5. It is preferred that all Proposals be submitted on recycled paper, printed on two sides.
6. This RFP does not constitute an offer of employment or to contract for services.
7. The City reserves the option to accept or reject any or all Proposals. The issuance of this RFP does not constitute an agreement by the City that any subsequent selection processes will occur, or that any contract will be entered into by the City.
8. The City reserves the right to amend the RFP by addendum. If necessary, the proposal submittal deadline will be extended to allow proposers additional time to respond to an RFP addendum.
9. All Proposals shall remain firm for 120 days.
10. The City reserves the right to award the contract to the firm who presents the Proposal which in the judgment of the City, best accomplishes the desired results.
11. Any contract awarded pursuant to this RFP will incorporate the requirements and specifications contained in this RFP. All information presented in the consultant's Proposal will be considered binding upon selection of the successful proposer, unless otherwise modified and agreed to by the City during subsequent negotiations.
12. The successful proposer is expected to execute a contract similar to the contract in RFP Attachment A - SAMPLE City of Arroyo Grande Professional Services Contract. The sample contract is for reference to the anticipated terms and conditions governing the City and the successful proposer. The proposer must take exception in their Proposal to any section of the attached contract they do not agree with. Failing to do so will be deemed as acceptance by the proposer to the terms spelled out in the sample contract. The City reserves the right, in its sole discretion, to add, delete, or modify, or negotiate additional terms and conditions to the attached contract. BEFORE BEGINNING ANY WORK OR SUBMITTING A PROPOSAL, IT IS ADVISED THAT CONSULTANTS READ THE CITY INSURANCE REQUIREMENTS AND INDEMNIFICATION REQUIREMENTS IN THE ATTACHED SAMPLE CONTRACT.
13. Insurance Requirements: The selected Consultant is expected to: a) furnish properly executed certificates of insurance and additional insured endorsements to the City Engineer prior to commencement of work under this Agreement, which shall clearly evidence all required coverages and provide that such insurance shall not be materially changed or terminated except on thirty (30) days prior written notice to City; b) maintain such insurance from the time work first commences until completion of the work under this Agreement; and, (c) replace such certificates for policies expiring prior to completion of work under this Agreement.

If a subcontract for work or services to be performed exceeds \$25,000, the subcontract must contain all required provisions of the prime contract.

14. The proposals received shall become the property of the City of Arroyo Grande and are subject to public disclosure. Proposal prices and information submitted by proposers will be made available to proposers after City Council has approved award of contract. Proposers are to indicate any restrictions on the use of data contained in their responses. Those parts of a proposal which are defined by the proposer as business or trade secrets, as that term is defined in California Government Code, Section 6254.7 and are reasonably marked as "Trade Secrets", "confidential" or "Proprietary" shall only be disclosed to the public if such disclosure is required or permitted under California Public Records Act or otherwise by law. Proposers who indiscriminately and without justification identify most, or all, of their proposal as exempt from disclosure may be

**Proposal / Award Phase Schedule**

RFP Issued .....	June 20, 2023
All questions must be received by 4:00 p.m. ....	June 28, 2023
Proposal Due at 2:00 p. m.....	July 6, 2023
Proposal Evaluation Period .....	July 10-13, 2023
Interviews with 3 most qualified consultants (if necessary) .....	July 13- 18, 2023
Contract Negotiation with highest ranked consultant.....	July 17-21, 2023
Council Award of Contract .....	July 25, 2023
Contract Executed and Notice to Proceed Issued .....	July 28, 2023

**V. PROPOSAL CONTENT and ORGANIZATION**

1. **Cover Letter** - summarizing the key points of the statement (2 pages maximum).
2. **Firm Background**- In two pages or less, provide a brief overview of the firm that will assume all contract responsibilities and identify all proposed sub-consultants.
3. **Project Team**-Provide an organization chart that identifies the individuals and sub-consultants if applicable, assigned to and responsible for the key elements of the work scope and their relationship to the other elements. Identify the project manager as well as other key personnel to be assigned, their qualifications, education, and experience. Provide resumes of key individuals who will be assigned to this project including sub-consultants. Indicate the number of hours each member has been budgeted and will be assigned to the project and explain how communication with the City will take place.
4. **Qualifications and Experience**– Identify how much experience the firm and subconsultants have had with public agencies and preparing and obtaining the necessary documents for Temporary Construction Easements. Submittals shall include a detailed description of a minimum of three projects (3) within the past five (5) years that have similar scope to this project. Demonstrate the consultant team has successfully completed comparable projects. These projects shall illustrate the quality, type and past performance of the project team. Please do not list projects where major work was completed by staff no longer employed by the firm. Provide a statement of explanation of any instances where your firm has been removed from a project or disqualified from proposing on a project.
5. **Project Understanding and Work Plan** – A clear concise statement of the firms’ understanding of the nature and the extent of the services required and a specific outline to demonstrate how personnel would be organized to handle these services. See Section III, Scope of Work, for minimum expected tasks and deliverables.
6. **Critical Path Activities** –Proposals should present an estimated project schedule based on the anticipated project construction and working days allowed. The consultant is encouraged to identify critical path activities for the project and to discuss innovative ways to expedite such activities.
7. **Cost Proposal** - The cost proposal for the project timeline shall be submitted in a separately sealed envelope and will not be opened until the consultants’ proposals have been ranked based on their qualifications. The proposer shall prepare a detailed cost proposal for the work to be performed, listed by task. The cost proposal shall identify the hourly billing rates by



classification, as well as any other cost factors that the firm would need to price extra work. The same cost proposal detail is required for subconsultants. Furthermore, the cost proposal must identify a total project budget “not-to-exceed” amount for this proposal and identify any conditions that could affect your firm’s costs .

8. **Commitment** – The individual or company official with the power to bind the company in its proposal must sign the proposal. The contents of the proposal shall become a contractual obligation if a CONSULTANT’S bid is accepted.
9. **Proposal Submittal Forms**

IN ADDITION TO THE INFORMATION LISTED ABOVE, Consultant shall submit the following forms with their proposal.

**City and Caltrans LAPM Forms and Statements Attachment “C”**

1. Statement of Past Disqualifications
2. Non-Lobbying Certification and Debarment and Suspension Certification 10-Q- **Submit with Proposal**
3. Exhibit 10—I Defines DBE Requirements- **Informational Only**
4. Exhibit -10 -01 **Submit with Proposal**
5. Exhibit 10-02- **Do not submit with Proposal**. Only for selected Consultant
6. Exhibit 15-H- **Submit if the DBE Goal has NOT been achieved**

**VI. COST PROPOSAL CONTENT AND INSTRUCTIONS**

CONSULTANT’S Fee must be sealed in a separate envelope and will not be opened until all other factors have been considered. Unusually high or low fees may affect the ratings.

CONSULTANT compensation shall specify a not to exceed amount organized by task and shall include all items described in the scope of work for this project. The CONSULTANT team shall submit a fee estimate based upon:

- The tasks to be performed.
- A breakdown of the employees and professionals to be assigned to the tasks, the average hourly rates of each, and the man-hour cost assigned.
- The project fee costs.

Except in the unusual situation wherein the CONSULTANT encounters circumstances that could not be reasonably anticipated, the City will not authorize payment beyond this amount.

In consideration of this, any assumptions and/or the need for any contingencies must be clearly spelled out in the Fee Proposal and used as a basis to compute a “not-to-exceed” figure for the project. This figure should be sufficient to provide for any reasonably anticipated circumstances that may be encountered during project execution and completion.

## VII. PROPOSAL EVALUATION and CONSULTANT SELECTION PROCESS

### General Information

The selection process and work performed hereunder will be completed in accordance with applicable laws of the State of California, the California Transportation Commission (CTC), and Caltrans as administered by Caltrans Local Assistance.

Selection will be made on the basis of Qualification, using the Evaluation Criteria shown below. Cost Proposals will be submitted in a separate sealed envelope. The Cost Proposal will remain unopened until such time that negotiations take place with the most qualified consultant. All other Cost Proposals will remain unopened during the negotiation period.

### Evaluation Criteria

EVALUATION CRITERIA	Weight
Quality and Strength of Consulting Team	20%
Past Performance	5%
Understanding of Scope	20%
Schedule	15%
Overall Quality of Proposal	10%
Cost	30%
<b>TOTAL:</b>	<b>100%</b>

### Selection Committee

The proceedings of the Selection Committee are confidential, and members of the Selection Committee are not to be contacted by the proposers. The Selection Committee, comprised of a minimum of three City staff members, will evaluate Proposals and other submitted documentation based on the criteria above. Firms may be invited to oral interviews before the Selection Committee.

Written proposals will be evaluated and scored using the criteria listed above in order to ascertain which proposal best meets the needs of the City. Each member of the review committee shall independently score all written proposals that have been submitted in a timely manner.

The members of the review committee will meet and discuss differences in individual scores and may contact references. As a result, individual review committee members may change their scores and rankings, but will cite their reasons for doing so. At the conclusion of the meeting, the review committee shall calculate a new combined ranking based upon changes, if any, to the individual rankings.

Written proposals will form the basis for selection of the consultant teams to be short-listed for oral interviews, but scores in the written proposals will not be considered in the oral interview evaluation. The review committee may "short-list" firms and conduct oral interviews. If interviews are deemed necessary, only the specifically identified project team members, led by the designated project manager, will be asked to appear.

If oral interviews are conducted, only the specifically identified project team members, led by the designated project manager, will be asked to appear. Finalists will be notified and informed of specific

interview requirements and procedures at least 14 days prior to the oral interview. Oral interviews are at the discretion of the review committee and may be pursued for any reason, but are typically intended to:

1. provide more detailed information about the written proposal, especially when the scores/rankings between proposals are close;
2. allow the review committee to get to know the expertise and nature of the proposer's work better;
3. provide both the review committee and the firm the opportunity to communicate ideas verbally, rather than strictly in written form.

Once the selection process (written proposal review and oral interviews, if held) is complete, the top-ranking firm will be invited to enter into contract negotiations with the City. In addition, consultants will be expected to accept the standard City contract language for right of way consulting services agreements. If negotiations are unsuccessful, discussions with the highest ranked firm will be terminated and the second highest ranked firm may be contacted for negotiations.

### **Cost and Contract Negotiations**

Once the final ranking is determined, the City will conduct negotiations with the top-ranking firm to set hourly billing rates and classifications, overhead rates, and other compensation. In addition, consultants will be expected to accept the standard City contract language for right of way consulting services agreements.

### **Final Selection**

Final selection of the consultant will be made by the City Engineer, based on the Selection Committee's evaluation of proposals, the results of the oral interview (if applicable), and terms of contract language negotiated with the City.

The Consultant to whom award is made shall execute a written contract with the City within ten (10) calendar days after notice of the award has been mailed to the address given in Consultants proposal. The contract shall be made in the form attached to and incorporated in this RFP. Should the Consultant fail to enter into a contract with the City within the timeframe stated above, the award may be annulled and the City will commence negotiations with the next highest ranked consultant.

## **TITLE VI COMPLIANCE**

This project must comply with the requirements of Title VI of the Civil Rights Act of 1964 and related federal statutes and state law, to ensure that no person be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity it administers on the grounds of race, color, national origin, sex, disability, religion, sexual orientation, or age. The selected Consultant will be required to comply with 49 CFR 21 entitled Nondiscrimination in Federally-Assisted Programs of the Department of Transportation — Effectuation of Title VI of the 1964 Civil Rights Act. See Sample Contract attached (Appendix C) for the complete Title VI requirements.

## **FAIR EMPLOYMENT PRACTICE**

The Consultant and all subconsultants shall comply with all laws and regulations governing nondiscrimination in employment, including the Americans with Disabilities Act of 1990, the Fair Employment and Housing Act (California Government Code Section 12900 et seq.), and the applicable regulations promulgated thereunder Title 2, Division 4.1, Chapter 5 of the California Code of Regulations Section 11000 et seq.

The Consultant, with regard to the work performed by them during the Contract, shall not discriminate on the grounds of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status of any person in employment or the selection and retention of subcontractors, including procurement of materials and leases of equipment.

## **DEBARMENT**

In accordance with Appendix II of 2 CFR 200, consultants and subconsultant (any tier) shall not perform work on this Project if they are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs. The Excluded Parties List System (EPLS) is maintained by the General Services Administration (GSA) and available at the following website: <https://sam.gov/SAM/>

## **VIII. CONTRACT AWARD AND EXECUTION**

### **Proposal Retention and Award**

The City reserves the right to retain all proposals for a period of 60 days for examination and comparison. The City also reserves the right to waive non-substantial irregularities in any proposal, to reject any or all proposals, to reject or delete one part of a proposal and accept the other, except to the extent that proposals are qualified by specific limitations.

**Competency and Responsibility of Consultant**

The City reserves full discretion to determine the competence and responsibility, professionally and/or financially, of Consultants. Consultants will provide, in a timely manner, all information that the City deems necessary to make such a decision.

**Contract Requirement**

The Consultant to whom award is made shall execute a written contract with the City within ten (10) calendar days after notice of the award has been mailed to the address given in Consultants proposal. The contract shall be made in the form attached to and incorporated in this RFP. (Attachment A) Should the Consultant fail to enter into a contract with the City within the timeframe stated above, the award may be annulled and the City will commence negotiations with the next highest ranked consultant.

**Insurance Requirements**

The Consultant shall provide proof of insurance in the form, coverages and amounts specified in this RFP within ten (10) calendar days after notice of contract award as a precondition to final contract execution.

**Business License and Tax Certificate**

The Consultant must have a valid City of Arroyo Grande business license and tax certificate before execution of the contract.

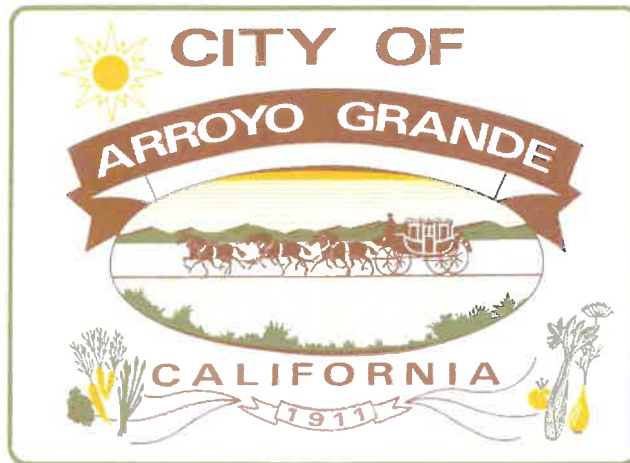
**EXHIBIT "B"  
PROPOSAL**

SBJ



**QUALIFICATIONS AND PROPOSAL SUBMITTAL  
PROFESSIONAL CONSULTING SERVICES  
FOR REAL PROPERTY APPRAISAL AND ACQUISITION  
TRAFFIC WAY BRIDGE REPLACEMENT PROJECT  
FEDERAL PROJECT NO. BRLS 5199 (030)  
PW 2023-02**

**PREPARED FOR**  
**THE CITY OF ARROYO GRANDE**  
City of Arroyo Grande Public Works Department  
Christine C. Kahn, Assistant CIP Manager  
300 E. Branch Street  
Arroyo Grande, CA 93420



**SUBMITTED BY**  
**HAMNER, JEWELL & ASSOCIATES**  
Government Real Estate Services  
530 Paulding Circle, Suite A  
Arroyo Grande, CA 93420  
PHONE (805) 773-1459  
FAX (805) 773-2418  
[WWW.HAMNER-JEWELL.COM](http://WWW.HAMNER-JEWELL.COM)

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## Cover Letter

July 10, 2023

Christine C. Kahn  
Assistant CIP Manager  
City of Arroyo Grande Public Works Department  
300 E. Branch Street  
Arroyo Grande, CA 93420

**Subject: City of Arroyo Grande – Qualifications and Proposal Submittal  
Professional Consulting Services for Real Property Appraisal and Acquisition  
Traffic Way Bridge Replacement Project**

Dear Christine,

Hamner, Jewell & Associates (“HJA”) is pleased to submit our qualifications and proposal to the City of Arroyo Grande for right of way acquisition services for the Traffic Way Bridge Replacement Project. As the only local independent right of way consulting firm in San Luis Obispo County, and with our offices right up the street from the project area and City offices, we would look forward to helping our community and the City’s project team bring this necessary project to fruition.

Since 1977, Hamner, Jewell & Associates has been providing governmental real estate services in conformance with the California Government Code, federal Uniform Act, and Caltrans policies and procedures to public agencies throughout the central coast. Since 2014, our corporate headquarters and local right of way services staff has been located at our current location on Paulding Circle in Arroyo Grande. Through the years, we have assisted most of the cities and agencies throughout the counties of San Luis Obispo, Santa Barbara, and Ventura with federally-funded projects, providing the same type of services that the City of Arroyo Grande now seeks for the Traffic Way Bridge Replacement Project. We work with our local Caltrans oversight teams to ensure approvals and compliance of the right of way acquisition process with all funding requirements to set the stage for successful right of way certifications to preserve project funding and protect project schedules.

Our Arroyo Grande staff includes right of way agents licensed by the California Department of Real Estate, Notary Publics, escrow and transaction coordinators, and clerical support staff. In accordance with the requirements of your Request for Qualifications and Proposal, we have prepared this submittal containing our firm background, project team, qualifications and experience, project understanding and work plan, critical path activities schedule, commitment statement, and proposal submittal forms.



We hope that this submittal presents you with the information you seek to confirm our ability to complete the right of way acquisition scope of work for this project effectively and as an integrated team member with the uniform goal bringing the project to fruition.

As directed, the cost proposal is included in a separate sealed envelope.

Please feel free to call on us with any questions you may have. We look forward to the opportunity to assist the City of Arroyo Grande with its right of way acquisition needs on this project.

Sincerely,



Lillian Jewell

Managing Senior Associate

530 Paulding Circle, Suite A

Arroyo Grande, CA 93420

Office: (805) 773-1459

Fax: (805) 773-2418

[ljewell@hamner-jewell.com](mailto:ljewell@hamner-jewell.com)

## Firm Background

**HAMNER, JEWELL & ASSOCIATES** is a specialized real estate consulting firm that provides right of way and governmental real estate acquisition and relocation services. For over forty years, Hamner, Jewell and Associates has provided these services to public agencies throughout Ventura, Santa Barbara, and San Luis Obispo Counties. Currently with three offices, in **Ventura, Arroyo Grande, and Fresno**, our firm has extended its services to agencies throughout the Central Coast and Central Valley regions. As our central hub, our Arroyo Grande office is our corporate administration office for the firm as well as our base for our San Luis Obispo County project staff.

### FIRM NAME

Beacon Integrated Professional Resources, Inc.  
dba Hamner, Jewell & Associates  
DRE License #01298223

### TYPE OF ORGANIZATION

S-Corporation

### CORPORATE OFFICE ADDRESS

530 Paulding Circle, Suite A  
Arroyo Grande, CA 93420  
TELEPHONE (805) 773-1459  
FAX (805) 773-2418

### FIRM REPRESENTATIVE AND CONTACT

Lillian D. Jewell  
Designated Broker/President  
Managing Senior Associate  
DRE # 00704804  
ljewell@hamner-jewell.com

### CERTIFICATIONS

Small Business Enterprise (SBE)  
Small Business Public Works (SB-PW)  
State of California DGS  
Certification ID: 1424900  
Renewal Date: May 31, 2024

Originally founded in 1977 by Rick Hamner in Ventura, California, the firm has expanded over the years, working on public projects throughout the State. Managing Senior Associate, **Lillian Jewell**, joined the firm in 1986 and in 1989 the firm name was changed to Hamner, Jewell & Associates. In 2000, Hamner, Jewell & Associates became a dba to our corporate umbrella, Beacon Integrated Professional Resources, Inc., under which we continue to operate today. Ms. Jewell continues to actively manage the firm and is the Corporate Real Estate Broker. All of our real estate acquisition staff also maintain licenses through the California Department of Real Estate and most hold notary public commissions as well, to facilitate our ability to efficiently obtain signed deeds for our acquisition projects.

Our primary specialization is acquiring real property rights, including easements and other partial interests, and providing mandated relocation assistance to property occupants on behalf of entities with the authority to acquire property by eminent domain. Our services are designed with the specific intent of complying with all State and Federal funding requirements, as well as Caltrans policies and procedures when applicable, while successfully acquiring property by agreement, minimizing the instances in which eminent domain action might otherwise be required, but preserving the acquiring agency's right to initiate such action should it become a viable necessity.

We have acquired temporary and permanent easements or fee interests for roadways, sewer lines, waterlines, well sites, tank sites, utilities, greenbelts, and construction areas. We have also acquired

access rights, air rights, slope easements, drainage easements, and properties for redevelopment projects and capital improvement projects such as parks, public parking lots, and sewer expansion projects.

Our services include acquisition and relocation planning, including drafting acquisition and relocation guidelines, relocation plans, and replacement housing plans. We also provide preliminary relocation surveys and cost estimates, market surveys, resource analysis, title analysis, representation in lease negotiations, interim property management, utility relocation coordination, construction noticing, dispute resolution, and other general real property consulting services.

**FEDERAL FUNDING.** Hamner, Jewell & Associates is experienced and knowledgeable with all federal funding requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act (“Uniform Act”) and we have an excellent working relationship with our local federal oversight representatives from Caltrans. To facilitate federally funded public works projects, we work extensively with Caltrans District representatives and can facilitate projects in compliance with Caltrans and federal funding requirements. In addition to FHWA/Caltrans-funded projects, we have also handled property acquisition funded by other federal agencies, such as acquiring transportation center sites utilizing Federal Transit Administration (FTA) funding, and aviation easements utilizing Federal Aviation Administration (FAA) funding. We also have experience in federal stimulus-funded projects and are familiar with the extra tracking and reporting requirements associated with such projects.

**COMPLIANCE.** Our right of way work is performed in accordance with the professional and ethical standards of the International Right of Way Association (IRWA) and in accordance with the provisions of the California Government Code, the federal Uniform Relocation Assistance and Real Property Acquisition Policies Act, Caltrans and FHWA policies and procedures, when applicable, and other applicable statutes and guidelines. We are familiar with, trained and experienced in implementing Caltrans and FHWA right of way acquisition requirements, and we routinely work with projects that are subject to Caltrans monitoring, oversight, and approvals.

**PROPOSED SUB CONSULTANTS.** Because this project anticipates only the need for temporary easements, we expect to minimize the need for full appraisals by utilizing Waiver Valuations completed by our right of way acquisition team. However, we anticipate that the Ace Hardware property TCE may require a formal appraisal, and we are aware of a history with one of the owners on the project that had been challenging to reach agreement with on a prior project and therefore we may recommend a formal appraisal on that parcel as well. For the appraisals deemed necessary for the project, MAI Certified General Real Estate Appraiser **Kevin McAtee of Hoffman, Vance & Worthington** is our selected appraiser for this project and **Ed Hawkes from Hawkes Real Estate Appraisal** is our selected appraiser for the appraisal reviews. Both are licensed certified general real estate appraisers who we have often teamed with in the past on similar projects.

All right of way acquisition and associated services other than the appraisal work will be directly provided by our local Arroyo Grande staff.

## Project Team

Hamner, Jewell & Associates' **Project Team** offered to the City of Arroyo Grande includes a project managers, right of way agents, transaction coordinators, our project support team, and our trusted subcontractors for appraisal work. In addition to the brief descriptions below, our staff members' detailed resumes are included in the appendix of the proposal.

### ORGANIZATIONAL CHART



## Project Team Management and Approach

Hamner, Jewell & Associates assigns a Project Manager for each project. Assignments of support staff will depend on the volume and complexity of the work. Our designated Project Manager will utilize our right of way field agents to support the project if it requires such additional staffing. Project Managers will handle all staffing oversight and project team coordination, provide monthly status reports to the City, assess project needs and monitor schedules, budgets, and deliverables.

Project Manager Lillian Jewell has many years of experience overseeing and implementing the right of way acquisition components of public projects and has an excellent working relationship with our Caltrans Local Public Agency Coordinator.

## Project Team

Our local Right of Way Agents JT Katavich and Jennifer Mizrahi have extensive local experience delivering right of way acquisitions for local agency projects. Each are active in our local chapter of the International Right of Way Association (IRWA) and have obtained professional designations from the IRWA, in addition to being licensed by the Department of Real Estate and holding Notary Public Commissions. Local and accessible, these agents provide top level expertise in supporting the right of way acquisition needs for this project.

Hamner, Jewell & Associates maintains a support staff that includes Transaction Coordinator Mary Jo Anderson who has years of experience preparing our right of way contracts and file documentation, having previously worked for the San Luis Obispo County Counsel's office. She is fantastic at cost effective document preparation and file management support to our Right of Way Agents and Project Managers. Transaction Coordinators draft offer packages for our agents' review and finalization. Their support gives us the capability of cost-effectively providing real estate services for projects. Ms. Mizrahi also brings fifteen years of prior experience in escrow, supporting our transactional coordination needs for escrow and title clearance, professionally ensuring that our signed agreements get successfully converted into closed escrows and recorded deeds that effectively transfer title to our clients. We fully understand that this is the ultimate goal of concluding a property acquisition.

## Subcontractors

Hamner, Jewell & Associates' team includes highly experienced Certified General Real Estate Appraisers who have specialized in public agency work and appraising properties for pre-eminent domain and eminent domain purposes for many years. The appraisers we work with are specifically selected for their knowledge of unique appraisal problems and variety of experience appraising the specific types of property rights required for the project. We have worked extensively with both Kevin McAtee, MAI, and Ed Hawkes in the past and have the confidence that they will provide the appraisal services needed for this project.

Our staff resumes may be found on the following pages.

Staff hours allocated/projected:

Lillian Jewell	70
JT Katavich	50
Jennifer Mizrahi	235
Mary Jo Anderson	130
Project Support Pool	75

560

**LICENSES**

Corporate Real Estate Broker  
Licensed Real Estate Broker:  
DRE #00704804



**EDUCATION**

B.A., University of California, Santa Barbara

**TRAINING**

Numerous IRWA Courses, including:

- Course 105 – The Uniform Act: Executive Summary
- Course 502 – Business Relocation
- Course 505 – Residential Relocation
- Course 802 – Legal Aspects of Easements
- Course 804 – Skills of Expert Testimony
- Course 901 – Engineering Plan Development & Application

The Negotiation and Dispute Resolution Course offered by the Ventura Center for Dispute Settlement

CLE International Eminent Domain Conference  
FRA: Acquisition, Appraisal Concepts, and Administrative Settlement

Comprehensive Rehabilitation Services Workshop: “All the Right Moves—Tenant Assistance and Relocation in HUD Programs”

Caltrans Acquisition Workshops

Post graduate courses in:

- Real Estate Law
- Real Estate Principles & Practice
- Property Management

**AWARDS**

- Chapter 47 IRWA Professional of the Year 1993, 2000

**MEMBERSHIPS AND LEADERSHIP**

- International Right of Way Association Member
- American Public Works Association
- Association of Women in Water, Energy, and Environment
- Association of Water Agencies
- Three Times Past President and International Director of Chapter 47 IRWA
- RW Consultant’s Council

**LILLIAN D. JEWELL**

**PRESIDENT & MANAGING SENIOR ASSOCIATE**

Lillian Jewell has been the Managing Senior Associate of Hamner, Jewell & Associates since 1990, and since 1979 has spent her entire career in real estate. Ms. Jewell has functioned in a primary role in residential, commercial, and agricultural land negotiations and acquisitions for cities, counties, special districts, water agencies, utilities, and redevelopment agencies spanning from San Diego County to the northern portions of the Central Coast, Central Valley, and the Silicon Valley. Prior projects managed have included federally funded freeway interchange projects, the acquisition of sites for federally funded transportation centers, Metrolink stations, and transit maintenance facility sites, as well as several park acquisitions, many roadway and public trail projects. She also managed the acquisition and relocation services in conjunction with approximately 200 parcel acquisitions for the California High Speed Rail Project.

Over the years she has had extensive specialized training in the governmental real estate sector through professional courses and seminars offered by the International Right of Way Association, Caltrans, FHWA, FRA, HUD, CRLA (continuing legal education) and through the Ventura Center for Dispute Resolution. Courses have also included Understanding Environmental Contamination in Real Estate Transactions. Ms. Jewell has a lengthy resume of experience in providing acquisitions, sales of excess lands, and interim property management in conjunction with transportation, public works, housing, and redevelopment projects. She is a “hands-on” manager who closely monitors project progress and maintains direct relationships with our clients and project teams.

**THOROUGHLY VERSED IN:**

- ▶ Federal Uniform Act
- ▶ State Government Code
- ▶ Eminent domain requirements
- ▶ Caltrans policies and procedures
- ▶ Organizational leadership and project management
- ▶ Drafting relocation guidelines, plans, and cost estimates
- ▶ Central Coast, Central Valley, and other California real estate

**TYPES OF PROJECTS MANAGED:**

- ▶ Fee purchases of vacant and improved properties
- ▶ Easement acquisition for pipelines and street widening
- ▶ Sidewalk and bike path projects
- ▶ Project planning, budgetary estimates and right of way data sheets
- ▶ Securing rights of entry
- ▶ Relocation Assistance
- ▶ Freeway interchange projects (including Willow Road)
- ▶ Acquisition of sites for federally funded transportation
- ▶ Transit maintenance facility sites
- ▶ Park acquisitions
- ▶ Roadways and bridges

**LICENSES**

California Real Estate License:  
DRE #02109021  
California Notary Public



**J.T. KATAVICH**

**RWA  
RIGHT OF WAY AGENT**

**EDUCATION**

M.A. | Education  
B.A. | Journalism  
San Diego State University

J.T. Katavich joined Hamner, Jewell & Associates in January 2017. Over the years, he has progressed to increasingly responsible positions, and is a well-rounded, cross trained Right of Way Agent and Project Manager with excellent communication skills, technical skills, and organizational skills. He is thoroughly experienced with public right of way acquisition projects from inception through completion, including initial property identification and research and completing Right of Way Data Sheets and budgetary estimates for projects small and large. Mr. Katavich is adept at completing waiver valuations for surface and subsurface rights, including valuation of agricultural crop values, and researching cost to cure values for improvements. He has also acquired right of entry agreements from property owners for the purposes of biological and geotechnical studies.

**TRAINING**

IRWA Courses:

- 100: Principles of Right of Way
- Course Coordinator Training
- 104: Standards of Practice for the Right of Way Professional
- 200: Principles of R.E. Negotiation
- 213: Conflict Management
- 502: Non-Residential Relocation Assistance
- 900: Principles of Real Estate Engineering

Mr. Katavich holds a California Real Estate License and Notary Public Commission, as well as a Right of Way Agent designation from the International Right of Way Association. His active, on-the-job training has been supplemented by attending specialized professional level courses offered through the IRWA, Caltrans, and FHWA.

Webinar: The Pre-Condemnation Process: Pointers & Perspectives

Post Graduate Education:

- California Real Estate Principles
- California Real Estate Practice
- California Real Estate Appraisal

Mr. Katavich’s interpersonal skills lend themselves to a skillful approach to property owner negotiations. Through these negotiations, he has acquired fee title, permanent and temporary easements for federally funded and local agency projects. Mr. Katavich has also assisted our public agency clients with preparing Caltrans Right of Way Certification forms. Additionally, he has completed relocation plans for temporary relocations prompted by housing rehabilitation projects. J.T. has excellent aptitude, judgment, and presentation skills, excellent communication skills, both verbal and in writing, and top-notch technical skills.

IRWA Region 1 Fall Forum Seminar

FHWA Resource Center Right-of-Way Workshop: “Uniform Act: Appraisal, Acquisition & Relocation Requirements Overview”

**TYPES OF PROJECTS:**

- ▶ Right of Way Acquisition, federally funded Caltrans oversight & Local Agency
- ▶ Streets and Highways, Water and Wastewater Systems
- ▶ Full and Partial Acquisitions, Fee and Easements, Temporary Easements
- ▶ Right of Way Data Sheets & Budgetary Analysis
- ▶ Relocation Impact Analysis and Relocation Plans
- ▶ Relocation Assistance per State and Uniform Act Guidelines
- ▶ Waiver Valuations
- ▶ Williamson Act Compliance
- ▶ Development Conditions/Required Dedications

**MEMBERSHIPS & CERTIFICATIONS**

International Right of Way Association Chapter 47, Central Coast – Young Professionals Chair

2021-2022 Young Professional of the Year

Right of Way Agent – Generalist Certified

**RECENT EXPERIENCE PROJECTS:**

- ▶ City of San Luis Obispo – Chorro Murray Sewerline Project
- ▶ Cutler Orosi Water Authority – Surface Water Treatment Plant
- ▶ Le Grande Athlone Water District – Le Grande Athlone Intertie Project
- ▶ Merced County – Atwater Merced Expressway
- ▶ City of Turlock – Taylor at Walnut Intersection Improvements
- ▶ Dinuba – Multiple Street Improvement Projects
- ▶ Paso Robles – Recycled Waterline Project
- ▶ Atascadero – Two Federally-Funded Bridge Replacement Projects

**LICENSES**

California Real Estate License:  
DRE #02080090  
California Notary Public



**DESIGNATIONS**

RWP Designation,  
International Right of Way Association

**TRAINING**

Numerous IRWA Courses, including:

- Course 100: Principles of Land Acquisition
- 104: Standards of Practice for the Right of Way Professional
- Course 105: The Uniform Act: Executive Summary
- Course 200: Principles of Real Estate Negotiations
- Course 205: Bargaining Negotiations
- Course 213: Conflict Management
- Course 400: Principles of Real Estate Appraisal
- Course 403: Easement Valuation
- Course 501: Residential Relocation Assistance
- Course 502: Non-Residential Relocation Assistance
- Course 600: Environmental Awareness
- Course 800: Principles of Real Estate Law

Attended numerous California Annual Escrow Association and Annual Education Conferences

Additional Courses taken include:

- California Real Estate Principles
- California Real Estate Practices
- California Real Estate Law
- IRWA Region 1 Fall Forum Seminar Coordinator
- URA the HUD Way: Module 7 Temporary Relocation

**AWARDS**

- IRWA, Chapter 47 Young Professional of the Year 2021

**MEMBERSHIPS AND LEADERSHIP**

- IRWA, Chapter 47, Central Coast – President and International Director
- IRWA, Chapter 47 – Former Education Committee Chair and Treasurer

**JENNIFER MIZRAHI**

**RWP**

**RIGHT OF WAY AGENT – ESCROW COORDINATOR**

Mrs. Mizrahi is a Right of Way Agent and Escrow Coordinator. She holds a California real estate license, the RWP designation from the International Right of Way Association, and also has extensive escrow experience. Among other achievements in her role as a Right of Way Agent, she has obtained exchange agreements for water pipeline easements on behalf of the Montecito Water District in conjunction with restoration work following the catastrophic debris flows that damaged District facilities. She has also provided right of way services to Madera County on several right of way acquisition projects and has acquired temporary construction easements for the cities of Goleta and San Luis Obispo.

Mrs. Mizrahi joined Hamner, Jewell & Associates in October 2014, initially filling an important role as a specialist in processing and expediting escrow transactions to prompt smooth and expedited closings. Mrs. Mizrahi brought to our team 11 years of experience as an Escrow Officer and over 16 years of experience in the escrow industry. She has worked for Chicago Title, Fidelity National Title, North American Title, where she was awarded a Gold level accomplishment and a lifetime achievement award in 2015, and First American Title, as well as an independent escrow company in Los Angeles County. She has handled governmental acquisition escrows for residential, commercial, and mobile-home land acquisitions. Mrs. Mizrahi’s problem-solving abilities, outstanding organization, and excellent communication skills make her a key asset to the Hamner, Jewell & Associates team. She was heavily involved in the California High-Speed Rail project, not only overseeing and processing large volumes of escrows and closings, but also preparing funds disbursement requests, construction memos, and providing project tracking and database management.

**THOROUGHLY VERSED IN:**

- ▶ Right of Way Acquisition on Caltrans Oversight Projects
- ▶ Escrow Coordination
- ▶ Deed Preparation and Recordation
- ▶ Title Research, Review, and Clearance
- ▶ Obtaining Subordinations and Partial Reconveyances
- ▶ Tax Cancellation & Williamson Act Clearance

**TYPES OF PROJECTS:**

- ▶ Bridge Projects
- ▶ Roundabout Projects
- ▶ Federally Funded Acquisition for Transportation Projects
- ▶ Condemnation Coordination
- ▶ Local Agency Projects
- ▶ Full and Partial Acquisition, Fee and Easement Acquisitions
- ▶ Relocation Assistance



**LICENSES**

Certified General Real Estate Appraiser:  
#AG014257



**MEMBER OF APPRAISAL INSTITUTE (MAI)**

**EDUCATION**

Loyola Marymount University, Westchester, CA  
B.S. - Business Administration Emphasis on finance

**TRAINING**

IRWA Courses, including:

- Course 400 – Introduction to Appraising Real Estate
- Course 803 – Eminent Domain Law

Appraisal Institute Courses:

- Basic Appraisal Principles
- Basic Appraisal Practices
- Business Practices and Ethics
- Two-Day Advanced Income Capitalization – A and B
- General Appraiser Report Writing and Cas Studies
- Valuation by Comparison: Residential Analysis and Logic
- Litigation Assignments for Residential Appraisers: Doing Expert Work on Atypical Cases
- Residential Site Valuation and Cost Approaches
- Uniform Appraisal Standards for Federal Land Acquisitions: Practical Applications

AHIS Seminar: Affordable Housing Valuation

**MEMBERSHIPS**

- Appraisal Institute Member #11124
- Board of Directors for Ventura County Taxpayers Associates

**KEVIN MCATEE, MAI**

**APPRAISER WITH HOFFMAN, VANCE & WORTHINGTON (PRIMARY APPRAISER)**

Kevin McAtee, MAI conducts real estate appraisals for Hamner, Jewell & Associates on a contract basis as Principal of Hoffman, Vance, and Worthington an independent fee appraisal firm. Mr. McAtee’s real estate experience spans a period of over 35 years. His work in real estate began in 1983 with the Charles Dunn Company in Los Angeles. From 1985- 1992, he was with TOLD Corporation, a commercial real estate brokerage and developer. This background, combined with his Business Administration/ Finance degree, provided the solid foundation for launching his own provided the solid foundation for launching his own Real Estate Appraisal firm in 1992.

Since 1998, he has been with Hoffman Vance and Worthington a firm that specializes in valuations, management, and consulting. Appraisals became his focus and his current expertise spans appraisal, feasibility analysis, finance, construction, management and marketing of real estate. Over his lengthy career, Mr. McAtee has appraised all types of real estate and has conducted numerous appraisals for Hamner, Jewell & Associates (HJA) for its public agency clients, including fee and easement appraisals of agricultural, commercial, and special use properties. He has especially worked extensively with HJA on its public projects throughout Ventura County, including projects for Calleguas Municipal Water Districts and the Cities of Camarillo, Fillmore, Moorpark, Oxnard, Simi Valley, and Ventura.

**RECENT ASSIGNMENTS:**

- ▶ Appraisal Report for Calleguas Municipal Water District Interconnection Pipeline with LVMWD.
- ▶ Appraisal Reports for the City of Camarillo Pleasant Valley Desalter Plant Project
- ▶ Appraisal Reports of the Calleguas Municipal Water District OSR & LPF Improvements
- ▶ Appraisal for a Hotel Site in City of Camarillo
- ▶ City of San Luis Obispo Cultural Arts Center Temporary Easements

**EXPERT TESTIMONY:**

Mr. McAtee has qualified as an expert witness in real estate matters in:

- ▶ Los Angeles County Superior Court
- ▶ Ventura County Superior Court
- ▶ Ventura County Property Tax Appeals Board

## LICENSES

Certified General Appraiser: #AG007710

## EDUCATION

B.S. | Agricultural Management,  
California Polytechnic State University,  
San Luis Obispo, CA

## TRAINING

Continued Education in:

- Eminent Domain Law
- Skills of Expert Testimony
- Conservation Easement Seminar
- Market Trends Seminars
- Federal and State Laws and Regulations
- USPAP
- Capitalization Theory and Technique
- Condemnation Appraising
- Appraisal Consulting
- Appraisal Review
- Option Value
- Farm Appraisal
- Valuation for Financial Reporting
- Special Purpose Properties Seminar
- IRS Valuation Summit
- Elements of California Real Estate Law

## MEMBERSHIPS

- International Right of Way  
Association Member #04743011

## ED HAWKES

### APPRAISER WITH HAWKES REAL ESTATE APPRAISAL (ROLE: REVIEW APPRAISER)

Ed Hawkes has over 20 years of experience appraising real estate of all types. While the appraisal of agricultural real estate is a specialty of Hawkes Real Estate Appraisal, the firm offers a full spectrum of real estate appraisal services including commercial, industrial, and residential appraisals. Hawkes Real Estate Appraisal is capable of providing appraisals for any purpose including financing, estate planning, litigation, or eminent domain.

After working several years in production agriculture, Ed Hawkes became a staff appraiser for Bank of America, specializing in the appraisal of agricultural real estate, equipment, and crops. He then spent several years managing farm and ranch real estate for Bank of America and Wells Fargo Bank. Returning to appraisal, he worked first as an independent residential appraiser, then as a staff appraiser with the firm of Reeder, Gilman, and Associates, and, following another brief stint as an independent appraiser, was the Chief Appraiser for Rincon Corporation, a full service agricultural real estate firm. In 2009, he left Rincon to start Hawkes Real Estate Appraisal. Over the years, Mr. Hawkes has accumulated extensive experience appraising property of all types for a variety of clients and purposes.

### CLIENT TYPES FOR APPRAISAL PROJECTS:

- ▶ Local and State Government Agencies
- ▶ Agricultural Farms
- ▶ Legal and Accounting Firms
- ▶ Financial Institutions
- ▶ Environmental Organizations
- ▶ Industrial and Commercial Firms
- ▶ Private Individuals and Clients

### QUALIFIED EXPERT WITNESS:

Ed Hawkes has acted as an expert witness in the following courts:

- ▶ San Luis Obispo Superior Court
- ▶ Santa Barbara County Superior Court

## Qualifications and Experience

Hamner, Jewell & Associates has extensive experience completing federally funded bridge replacement projects throughout Ventura, Santa Barbara, San Luis Obispo and Merced Counties. All federally funded projects were undertaken in compliance with federal funding guidelines and Caltrans oversight. Most of these projects have included the acquisition of Temporary Construction Easements. Many also have included temporary construction easement extensions due to project delays that required extended dates of construction use.

Hamner, Jewell & Associates has worked closely with the Caltrans team in developing and acquiring, and extending, TCE's on these projects. We are aware of changes in Caltrans policies and requirements over the last several years, and of the trend towards acquiring longer TCE terms to minimize the need for future extensions. We know that the TCE's must be effective for right of way certification and that any extensions will need to be re-valued and compensated for at the time of owner agreement to the extended term. We note that your RFP recommends a possible 5 year TCE term.

**PROJECT EXPERIENCE.** Local federally funded bridge replacement projects have included the Bello Bridge in Pismo Beach, the Via Avenue Bridge in Atascadero, the Santa Lucia Bridge in Atascadero, and the Bridge Street Project for the City of Arroyo Grande. We have also relatively recently completed right of way certification for the Hollister Avenue Bridge in Goleta. And we previously did all of the right of way acquisition for the new Willow Road Interchange in Nipomo. Included below are summaries of the San Luis Obispo County bridge projects.

### CITY OF ARROYO GRANDE – BRIDGE STREET BRIDGE PROJECT

#### RIGHT OF WAY ACQUISITION SERVICES

The City of Arroyo Grande needed Right of Way Acquisition and Appraisal services for a Federal-aid project. The City's design consultant has identified eight parcels that would require a Temporary Construction Easement (TCE). Four of these were owned by different owners and the other four were owned by City. Hamner, Jewell & Associates was able to complete this project on time.

#### OUR PROJECT MEMBERS

- Lillian Jewell, Managing Senior Associate
- Cathy Springford, Project Manager
- Jennifer Mizrahi, Escrow Coordinator



#### CLIENT REFERENCE AND CONTACT INFORMATION

Name: Jill McPeek  
Title: Capital Improvement Project Manager  
Agency: City of Arroyo Grande  
Phone: (805) 473-5444  
Email: [jmcpeek@arroyogrande.org](mailto:jmcpeek@arroyogrande.org)

## CITY OF ATASCADERO – SANTA LUCIA BRIDGE PROJECT

### RIGHT OF WAY APPRAISAL AND ACQUISITION SERVICES

The City of Atascadero sought to conduct a full bridge replacement and roadway approach improvements for Santa Lucia Road over Graves Creek Bridge. New bridge structures needed to be widened to meet current standards and safety regulations. Hamner, Jewell & Associates provided right of way appraisal and acquisition of the seven properties, including permanent and temporary construction easements, all acquired in conformance with Caltrans policies.

#### OUR PROJECT MEMBERS

- Lillian Jewell, Project Manager
- J.T. Katavich, Right of Way
- Mary Jo Anderson, Transaction Coord.
- Ed Hawkes, Appraiser



#### CLIENT REFERENCE AND CONTACT INFORMATION

Name: Ryan Hayes  
Title: Deputy Public Works Director  
Agency: City of Atascadero  
Phone: (805) 470-3424  
Email: [rhayes@atascadero.org](mailto:rhayes@atascadero.org)

## CITY OF ATASCADERO – VIA AVENUE BRIDGE REPLACEMENT PROJECT

### RIGHT OF WAY ACQUISITION SERVICES

Hamner, Jewell & Associates provided right of way acquisition services to the City of Atascadero for the replacement of the Via Avenue Bridge. The project required two parcel acquisitions of permanent and temporary easements, and subsequent easement extensions due to construction commencement delays. All were acquired successfully by agreement and we completed this project on time and on budget.

#### OUR PROJECT MEMBERS

- Lillian Jewell, Project Manager
- J.T. Katavich, Right of Way Agent
- Jennifer Mizrahi, Escrow Coordinator
- Mary Jo Anderson, Transaction Coord.
- Ed Hawkes, Appraiser



#### CLIENT REFERENCE AND CONTACT INFORMATION

Name: Ryan Hayes  
Title: Deputy Public Works Director  
Agency: City of Atascadero  
Phone: (805) 470-3424  
Email: [rhayes@atascadero.org](mailto:rhayes@atascadero.org)

## **CITY OF PISMO BEACH- BELLO BRIDGE REPLACEMENT PROJECT**

### **RIGHT OF WAY ACQUISITION SERVICES**

Hamner, Jewell and Associates was tasked with providing right of way acquisition services to the City of Pismo Beach. The City planned to reconstruct Bello Street Bridge, which was a key component of the local circulation element. Its closure effectively isolated the City's Corporation yard and southern section of Pismo Beach from the rest of the City.

Hamner, Jewell & Associates was successful in acquiring right of way from two properties, including PG&E and St. Anthony's, so construction could commence on this project. Our scope of services was completed on time and on budget, under Caltrans guidelines.



### **CLIENT REFERENCE AND CONTACT INFORMATION**

Name: Erin Olsen  
Title: Administrative Secretary  
Agency: City of Pismo Beach, Public Works/Engineering  
Phone: (805) 773-7038  
Email: [eolsen@pismo-beach.org](mailto:eolsen@pismo-beach.org)

### **OUR PROJECT MEMBERS**

- Lillian Jewell, Project Manager
- David Jewell, Right of Way Agent

**STATEMENT OF PAST PROJECT DISQUALIFICATION.** Hamner, Jewell & Associates hereby declares that we have no instances in which our firm has been removed from a project or disqualified from proposing on a project.

## Project Understanding and Work Plan

We understand that the consultant team is expected to provide all services for real property appraisal and right of way acquisition as needed for a possible total of twelve easements. As of now, ten affected properties have been identified and have been provided in Attachment C of the RFP with their associated APN and a map. As the design process progresses, we understand that additional easements may be identified leading up to when the plans are completed (as of now they are at 65% completion). We understand that because this project is subject to both the availability of Federal Funding and the limitations of construction activities within the creek between June 15 – November 15, it will be important to ensure that the Temporary Construction Easements (TCEs) are in place and available for the duration of the entire project in order to avoid any potential delays.

From the information you have provided us and our own HJA research, we understand the affected properties and easement types for this project currently to be as follows:

No.	APN	Owner	Type of TCE Valuation
1	007-481-009	Fernandez Romel & Mercedes	Waiver Valuation, Temporary Construction Easement (TCE)
2	007-481-008	Frieta Rentals	Waiver Valuation, Temporary Construction Easement (TCE)
3	007-481-007	Cole Real I TRE	Waiver Valuation, Temporary Construction Easement (TCE)
4	007-481-011	Kaloosian Raffi Metal	Appraisal, Temporary Construction Easement (TCE)
5	007-482-020	Coyote Corp Etal	Waiver Valuation, Temporary Construction Easement (TCE)
6	007-482-026	Hansen Mes	Appraisal, Temporary Construction Easement (TCE)
7	007-482-018	Coyote Corp Etal	Waiver Valuation, Temporary Construction Access and Staging Easement
8	007-482-006	Pacific Fuel Group	Appraisal, Temporary Construction Easement (TCE)
9	006-311-067	Saruwatari	Appraisal, Temporary Construction Easement (TCE)
10	006-311-056	Dohi	Appraisal, Temporary Construction Easement (TCE)

Hamner, Jewell & Associates has a thorough and effective process for handling projects requiring real property services including appraisals and right of way acquisition. Our standard detailed scope of work follows:

### **PROJECT PLANNING PHASE**

- Project team kick off meeting. Review preliminary project plans and conduct initial site visit.
- Jointly establish acquisition policies and procedures.
- Actively participate in field checks with engineers and appraisers.
- Perform preliminary property investigations, including obtaining County Assessor information and review of any previous client correspondence and contacts with property owners.
- Initiate preliminary owner contacts to obtain information that may assist in design plan completion and appraisal preparation.
- Obtain Permits to Enter for project planning studies, when requested.
- Prepare proposed acquisition documents for staff review and pre-approval.
- Provide real estate acquisition cost estimates to assist in routing and site selection decisions.
- Communicate and coordinate with City staff, legal counsel, appraisers, and engineers to minimize potential property acquisition complications and costs.

### **PRE-OFFER PHASE**

- Obtain and review preliminary title reports.
- Obtain and review appraisals from qualified licensed Certified General Appraisers experienced in completing appraisals in conformance with the Appraisal Institute and project funding requirements.
- Obtain a formal Appraisal Review on federally funded projects.
- Review final project plans to assure thorough understanding prior to contacting property owners.
- Prepare and maintain parcel diaries.
- Prepare correspondence, forms, easement and right-of-way agreements, purchase offer letters, and deeds for property owners.
- Prepare Appraisal Summary Statements reflecting relevant appraisal data, in conformance with state law.
- For partial acquisitions, prepare an information package including plans, diagrams, etc., indicating the specific area to be acquired, and addressing any effects of the acquisition on the remainder parcel.
- Set appointments for offer presentations after receiving client approval of the appraisal and authorization to proceed with offer presentations.

### **NEGOTIATION PHASE**

- Personally deliver each offer, if at all possible, and explain project details, the written offer, the Summary Statement, and governmental acquisition procedures to the property owner.
- Respond to the owners' requests for supplemental information.
- Gather and review information submitted by the property owners, and transmit to staff, appraiser, engineer, or legal counsel, if appropriate.
- Coordinate interim vacancy payments with owners whose tenants are relocated prior to Agency possession of the property.
- Prepare periodic status reports and maintain open communication with staff at all times.
- Respond to all concerns in a prompt, impartial manner while attempting to obtain an amicable mutually acceptable agreement.

Negotiated Agreement	Condemnation
<ul style="list-style-type: none"> <li>➤ Prepare purchase and transfer documents, including escrow instructions and supplemental paperwork, if required.</li> <li>➤ If required, prepare an Administrative Settlement Memorandum for the file and confirm client pre-approval.</li> <li>➤ Meet with owners to obtain signatures.</li> <li>➤ Notarize documents.</li> <li>➤ Open an escrow, if appropriate, and supply copies of all documents, title report, and supplemental information to escrow officer.</li> <li>➤ Forward original documents to staff for submission to Council/Board for formal approval and execution.</li> <li>➤ Coordinate with owners, staff, escrow officer, title officer, recorder's office, beneficiaries, and others, handling all items necessary to successful closing.</li> <li>➤ Transmit funds and closing documents to appropriate parties.</li> <li>➤ Review and forward Policy of Title Insurance to staff if such is obtained per agreement provisions.</li> </ul>	<ul style="list-style-type: none"> <li>➤ Coordinate with legal counsel in preparing the necessary suit information in advance of filing.</li> <li>➤ Prepare and mail Notices of Intent, if requested. (Actual notices usually are mailed by legal counsel.)</li> <li>➤ Attend public Necessity Hearing.</li> <li>➤ Continue settlement negotiations.</li> <li>➤ Maintain open communication with client and legal counsel.</li> <li>➤ Attend settlement conferences and/or mediation sessions, if requested.</li> <li>➤ Act as Expert Witness, if called upon.</li> <li>➤ Support legal counsel in any way helpful in achieving a stipulated settlement in lieu of ongoing litigation.</li> </ul>

**FOLLOW-UP**

- Draft or contribute necessary acquisition data for Caltrans Right-of-way Certification, if required and included in Scope of Work.
- Maintain records in compliance with law.
- Submit original files to Agency, if requested.
- Review acquisition statistics upon project completion, providing an analysis of project acquisition costs, if requested.
- Provide construction coordination and consultation to ensure compliance with all agreements and requirements.

**CONSTRUCTION COORDINATION**

- Prepare Construction and Restoration Reports/Construction Memos to summarize construction commitments for contractor.
- Prepare construction commencement notices to owners, when requested, per commitments made in RW Agreement or Deed.
- Field calls from owners during construction and act as intermediary in relaying information to client and/or contractor.
- Aid in resolution in any construction damage claim disputes and obtain owner sign off documenting satisfaction and release.



We understand that the key anticipated tasks for this project will include:

1. Coordinate with City Staff and Project Design Team, participate in Team Meetings, Including PDT meetings with Caltrans as needed
2. Establish process with property owners regarding temporary use
3. Provide Notices of Decision to Appraise to property owners
4. Meeting with property owners at project site, if requested by property owners
5. Develop opinion of value consistent with State & Federal Guidelines
6. Submittal of appraisal report to compliment Bridge Replacement Schedule and regulatory permit conditions regarding creek entry
7. Provide advice and consultation services at appraisal conferences
8. Complete Acquisition of Temporary Easements
9. Advise and participate with condemnation pre-trial meetings, if needed (contingency budget)
10. Testimony as expert witness on behalf of City, if needed (contingency budget)

Please note that we also believe that there will be personal property relocation assistance potential on the Ace Hardware property. We understand that access and staging will be needed through property currently used by Ace Hardware for outside storage. We recommend that this contact with Ace Hardware be undertaken as an early task to assess coordination and site clearance needs and then be able to build in the appropriate necessary steps into the project plan and timeline.

## Critical Path Activities

Hamner, Jewell & Associates has provided a schedule below for each task in the right of way acquisition process. This is to provide you with an approximate timeline of how long each task will take us and when you can expect completion of our phase of work for your project.

Duration (Days)	Key Tasks
14	Preliminary Title Reports
7	Property Owner Outreach
45-75	Appraisal Reports
14	Appraisal Reviews
7	City Approval/Authorization of Appraisals and Offers
3 – 10	Offer Presentations
90 – 120	Negotiations to Acquire Properties / Possession by Cooperative Agreements
	Escrow Process (May not be required for TCE-only acquisitions) OR Initiate Court Order for Possession (estimate 4-5 months from Resolution of Necessity date to effective possession date.)

Note: Schedule based on a notice to proceed received July 28, 2023. This schedule is based on efficient City responses to all questions and project tasks, as well as cooperative owners. All durations are in working days. Due to the construction limitations in the creek, we assume that the goal will be to be ready for construction commencement in June 2024. We should be able to meet this timeline as long as notice to proceed is forthcoming shortly and legal descriptions and area calcs are provided to initiate the valuation processes.

**ENHANCEMENTS AND TECHNICAL INNOVATIONS.** In the event that critical path activities need to be expedited for the project, here are some of the innovations we have available to further along each task:

- We propose to provide bi-weekly updates to the project team via Status Reports submitted to the City's project manager. The use of status reports ensures that the entire team is kept up to date while keeping the project moving forward by avoiding unnecessary meetings.
- Our transactional support staff, which includes escrow and transactional coordinators, allows our right of way agents to focus on their tasks and streamlines our communication with property owners and City staff, escrow, title officers, and lenders.
- We will evaluate the potential to use the Caltrans approved waiver valuation process for time and cost savings in certain cases where the acquisition will not exceed a \$10,000 value and is deemed non-complex (no severance damages). These Waivers can be performed by our in-house

right of way staff and may be recommended for any nominal value cases where owner cooperation is anticipated.

- The City can choose to utilize an early acquisition incentive program for those owners who sign agreements within the first 30 days of receipt of offer. This incentive program should offer a percentage in addition to the appraised value of the acquisition area. Any incentive plan will need to be pre-approved by the City Council and confirmed acceptable to Caltrans.

**SCHEDULING AND INTERDEPENDENCIES.** Delivery schedules for appraisal reports can vary based on scope of work and complexity of each appraisal but the average delivery time for appraisals is about 4-8 weeks and appraisal reviews can usually be completed within 2 weeks from appraisal completion. In order to initiate appraisals, we must have the legal descriptions and area calculations for the easements. On very small TCE's a plat map and area calc may be acceptable, however if the City is going to pay for 5 year TCEs, we would recommend legal descriptions be prepared so that TCE deeds can be prepared in a format that can be recorded.

## **Cost Proposal**

The cost proposal for this project has been included in a separate sealed envelope, as directed.

## **Commitment**

Hamner, Jewell & Associates understands that the contents of this proposal shall become a contractual obligation in the event that our proposal is accepted. Lillian Jewell, as President of Beacon Integrated Professional Resources Inc., dba Hamner, Jewell & Associates, has the power to bind the company contractually.

## **Proposal Submittal Forms**

Hamner, Jewell & Associates has reviewed the additional forms required for submittal with this proposal and has signed them and submitted them with this proposal. Please see the following pages.

**EXHIBIT 10-01 CONSULTANT PROPOSAL DBE COMMITMENT**

1. Local Agency: City of Arroyo Grande 2. Contract DBE Goal: 0  
 3. Project Description: Traffic Way Bridge Replacement  
 4. Project Location: Traffic Way, Arroyo Grande, CA  
 5. Consultant's Name: Beacon Integrated Professional Resources, Inc. dba Hamner, Jewell & Associates 6. Prime Certified DBE:

7. Description of Work, Service, or Materials Supplied	8. DBE Certification Number	9. DBE Contact Information	10. DBE %
Right of Way Appraisal and Acquisition Services	N/A	N/A	0.00
<b>Local Agency to Complete this Section</b>		<b>11. TOTAL CLAIMED DBE PARTICIPATION</b>	0.00 %
17. Local Agency Contract Number: <u>PW2023-02</u> 18. Federal-Aid Project Number: <u>05-S199F15</u>  Consultant's Ranking after Evaluation: <u>NUMBER 1</u>	IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required.		
Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.			
21. Local Agency Representative's Signature: <u>[Signature]</u> 22. Date: <u>02/04/23</u> 23. Local Agency Representative's Name: <u>STEVE B KAHN</u> 24. Phone: <u>(805) 610-6269</u>		12. Preparer's Signature: <u>[Signature]</u> 13. Date: <u>07/07/2023</u> 14. Preparer's Name: <u>J.T. Katavich</u> 15. Phone: <u>805-773-1459</u>	
25. Local Agency Representative's Title: <u>INTERIM PUBLIC WORKS DIRECTOR</u>		16. Preparer's Title: <u>Secretary</u>	

DISTRIBUTION: Original – Included with consultant's proposal to local agency.

ADA Notice: For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

<b>1. Type of Federal Action:</b> <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	<b>2. Status of Federal Action:</b> <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	<b>3. Report Type:</b> <input type="checkbox"/> a. initial <input type="checkbox"/> b. material change  <b>For Material Change Only:</b> year ____ quarter ____ date of last report ____
<b>4. Name and Address of Reporting Entity</b> <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known  Congressional District, if known	<b>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</b>  Congressional District, if known	
<b>6. Federal Department/Agency:</b>	<b>7. Federal Program Name/Description:</b> CFDA Number, if applicable _____	
<b>8. Federal Action Number, if known:</b>	<b>9. Award Amount, if known:</b>	
<b>10. Name and Address of Lobby Entity</b> (If individual, last name, first name, MI)	<b>11. Individuals Performing Services</b> (including address if different from No. 10) (last name, first name, MI)	
(attach Continuation Sheet(s) if necessary)		
<b>12. Amount of Payment (check all that apply)</b> \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned	<b>14. Type of Payment (check all that apply)</b> <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other, specify _____	
<b>13. Form of Payment (check all that apply):</b> <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ Value _____		
<b>15. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 12:</b> (attach Continuation Sheet(s) if necessary)		
<b>16. Continuation Sheet(s) attached:</b> Yes <input type="checkbox"/> No <input type="checkbox"/> No Lobbying Activities to Disclose		
<b>17. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</b>	Signature: <u>J. Katavich</u> Print Name: <u>J.T. Katavich</u> Title: <u>Secretary</u> Telephone No.: <u>805-773-1459</u> Date: _____	
Authorized for Local Reproduction Standard Form - LLL		
<b>Federal Use Only:</b>		

Standard Form LLL Rev. 04-28-06

Distribution: Orig- Local Agency Project Files

**EXHIBIT 10-02 CONSULTANT CONTRACT DBE COMMITMENT**

1. Local Agency: City of Arroyo Grande 2. Contract DBE Goal: 0  
 3. Project Description: Traffic Way Bridge Replacement  
 4. Project Location: Traffic Way, Arroyo Grande, CA  
 5. Consultant's Name: Beacon Integrated Professor 6. Prime Certified DBE:  7. Total Contract Award Amount: \_\_\_\_\_  
 8. Total Dollar Amount for ALL Subconsultants: \_\_\_\_\_ 9. Total Number of ALL Subconsultants: \_\_\_\_\_

10. Description of Work, Service, or Materials Supplied	11. DBE Certification Number	12. DBE Contact Information	13. DBE Dollar Amount
0.00			
Right of way appraisal and Acquisition Services	N/A	N/A	0
<b>Local Agency to Complete this Section</b>			
20. Local Agency Contract Number: <u>PW 2023 - 02</u>		<b>14. TOTAL CLAIMED DBE PARTICIPATION</b>	\$ 0.00
21. Federal-Aid Project Number: <u>05-5199 F15</u>			0 %
22. Contract Execution Date: <u>09/20/23</u>			
Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.		IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required.	
<u>[Signature]</u> 23. Local Agency Representative's Signature	<u>09/04/23</u> 24. Date	<u>[Signature]</u> 15. Preparer's Signature	<u>07/07/2023</u> 16. Date
<u>STEVEN B. KAHN</u> 25. Local Agency Representative's Name	<u>(805) 616-6269</u> 26. Phone	<u>J.T. Katavich</u> 17. Preparer's Name	<u>805-773-1459</u> 18. Phone
<u>INTERIM PUBLIC WORKS DIRECTOR</u> 27. Local Agency Representative's Title		<u>Secretary</u> 19. Preparer's Title	

DISTRIBUTION: 1. Original – Local Agency  
 2. Copy – Caltrans District Local Assistance Engineer (DLAE). Failure to submit to DLAE within 30 days of contract execution may result in de-obligation of federal funds on contract.

ADA Notice: For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

**EXHIBIT 15-H: PROPOSER/CONTRACTOR GOOD FAITH EFFORTS**

Cost Proposal Due Date 07/10/2023 PE/CE

Federal-aid Project No(s) BRLS 5199 (030) Bid Opening Date 07/11/2023 CON

The City of Arroyo Grande established a Disadvantaged Business Enterprise (DBE) goal of 0.00% for this contract. The information provided herein shows the required good faith efforts to meet or exceed the DBE contract goal.

Proposers or bidders submit the following information to document their good faith efforts within five (5) **calendar** days from cost proposal due date or bid opening. Proposers and bidders are recommended to submit the following information even if the Exhibit 10-O1: Consultant Proposal DBE Commitments or Exhibit 15-G: Construction Contract DBE Commitment indicate that the proposer or bidder has met the DBE goal. This form protects the proposer's or bidder's eligibility for award of the contract if the administering agency determines that the bidder failed to meet the goal for various reasons, e.g., a DBE firm was not certified at bid opening, or the bidder made a mathematical error.

The following items are listed in the Section entitled "Submission of DBE Commitment" of the Special Provisions, **please attach additional sheets as needed:**

- A. The names and dates of each publication in which a request for DBE participation for this project was placed by the bidder (please attach copies of advertisements or proofs of publication):

Publications	Dates of Advertisement

- B. The names and dates of written notices sent to certified DBEs soliciting bids for this project and the dates and methods used for following up initial solicitations to determine with certainty whether the DBEs were interested (please attach copies of solicitations, telephone records, fax confirmations, etc.):

Names of DBEs Solicited	Date of Initial Solicitation	Follow Up Methods and Dates

C. The items of work made available to DBE firms including those unbundled contract work items into economically feasible units to facilitate DBE participation. It is the bidder's responsibility to demonstrate that sufficient work to facilitate DBE participation in order to meet or exceed the DBE contract goal.

Items of Work	Proposer or Bidder Normally Performs Item (Y/N)	Breakdown of Items	Amount (\$)	Percentage Of Contract
	Pick			0.00%
	Pick			0.00%
	Pick			0.00%
	Pick			0.00%

D. The names, addresses and phone numbers of rejected DBE firms, the reasons for the bidder's rejection of the DBEs, the firms selected for that work (please attach copies of quotes from the firms involved), and the price difference for each DBE if the selected firm is not a DBE:

Names, addresses and phone numbers of rejected DBEs and the reasons for the bidder's rejection of the DBEs:

Names, addresses and phone numbers of firms selected for the work above:

E. Efforts (e.g. in advertisements and solicitations) made to assist interested DBEs in obtaining information related to the plans, specifications and requirements for the work which was provided to DBEs:



F. Efforts (e.g. in advertisements and solicitations) made to assist interested DBEs in obtaining bonding, lines of credit or insurance, necessary equipment, supplies, materials, or related assistance or services, excluding supplies and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate:

G. The names of agencies, organizations or groups contacted to provide assistance in contacting, recruiting and using DBE firms (please attach copies of requests to agencies and any responses received, i.e., lists, Internet page download, etc.):

Name of Agency/Organization	Method/Date of Contact	Results

H. Any additional data to support a demonstration of good faith efforts:

0 goal

**EXHIBIT "C"  
COMPENSATION**

**Hamner, Jewell & Associates**

(a Division of Beacon Integrated Professional Resources, Inc.)

Hamner, Jewell & Associates is committed to providing the most cost effective, quality real estate services available. At all times, by pre-directive, our clients may structure and direct our efforts and general time expenditures so as to maintain control of the course of our scope of work and the cost of our services. We will bill only for time and costs actually expended in accomplishing the project goals in the most efficient and professional manner.

Rates are inclusive of general office expenses, overhead, and profit. Reimbursable costs that may be passed through to the client as additional expenses include travel expenses (based upon the standard IRS mileage reimbursement rate for automobile travel, or actual expenses for rail or air travel), special handling fees such as certified, express mail, and courier delivery charges, postage, photography, copy and printing, certain project/client-specific telephone expenses, and other charges made by third parties in connection with performing the scope of services. Such third-party expenses may include, but are not limited to, such costs as moving bid fees, title and escrow company charges, notary fees, and appraisal fees. All reimbursable and third-party expenses will be billed to the client at cost, with appropriate invoices or other appropriate documentation provided for reference. Statements for work shall be rendered monthly. Payments are due within thirty days.

**Traffic Way Bridge Right of Way Acquisition Budget:**

<b>Task Description</b>	<b>Quantity</b>	<b>Total</b>
Preliminary Title Reports	9	\$ 8,000.00
Appraisals	5	\$17,500.00
Appraisal Reviews	5	\$ 6,000.00
Printing/Postage/Delivery/Mileage		\$ 500.00
Right of Way Acquisition Staff Time	560 hrs	\$72,970.21
	<b>Total</b>	<b>\$104,970.21</b>

Post Resolution of Necessity time is excluded from this budget.

Rates may be adjusted at the first of each fiscal year with advance written notice. Publication and distribution of this rate schedule shall be deemed such annual notice with regard to annual rate adjustment contractual provisions. This budget is based on a project schedule that assumes completion of scope of work prior to the end of 2024, per the schedule incorporated in this contract.

# Hammer Jewell

**EXHIBIT 10-H COST PROPOSAL Page 1 of 3**  
**ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS**

Note: Mark-ups are Not Allowed

Prime Consultant  Subconsultant  2nd Tier Subconsultant

Consultant: Beacon Inter-rated Professional Resources, Inc. dba Hammer, Jewell & Associates  
Project No. BRLS 5199 (030) Contract No. \_\_\_\_\_ Date: 7/10/2023

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Managing Senior Associate	*Lillian Jewell	70.0	\$98.56	\$6,899.20
Senior Associate	J.T. Katavich	50.0	\$62.50	\$3,125.00
Senior Associate	Robert McDowell			
Senior Associate	Heather Johnson			
Associate II	Jennifer Mizrahi	235.0	\$44.00	\$10,340.00
Associate II	Kelly Rojas			
Associate I	Ramona Gomez			
Transaction Coordinator Pool	Transaction Coordinator Pool	130.0	\$37.00	\$4,810.00
Transaction Assistant	Transaction Assistant Pool	75.0	\$25.00	\$1,875.00
<b>Total</b>		<b>560.0</b>		<b>\$27,049.20</b>

**LABOR COSTS**

a) Subtotal Direct Labor Costs	<u>\$27,049.20</u>
b) Anticipated Salary Increases	<u>\$409.12</u>
<b>c) TOTAL DIRECT LABOR COSTS [(a)+(b)]</b>	<b>\$27,458.32</b>

**INDIRECT COSTS**

d) Fringe Benefits (Rate): _____	e) Total Fringe Benefits [(c) × (d)] _____
f) Overhead (Rate): <u>141.59%</u>	g) Overhead [(c) × (f)] <u>\$38,878.23</u>
h) General and Administrative (Rate): _____	i) Gen & Admin [(c) × (h)] _____
	<b>j) TOTAL INDIRECT COSTS [(e)+(g)+(i)]</b> <u>\$38,878.23</u>
<b>FIXED FEE</b>	<b>k) TOTAL FIXED PROFIT</b> <u>10%</u>
	<b>[(c) + (j)] × Fixed Fee</b> <u>\$6,633.66</u>

**l) CONSULTANT'S OTHER DIRECT COSTS (ODC) - ITEMIZE (Add additional pages if necessary)**

Description	Quantity	Unit	Unit Cost	Total
Preliminary Title Reports	9	ea	Various	\$8,000.00
Appraisals	5	ea	Various	\$17,500.00
Appraisal Reviews	5	l	\$1,200.00	\$6,000.00
Printing/Postage/Delivery/Mileage				\$500.00
<b>j) TOTAL OTHER DIRECT COSTS</b>				<b>\$32,000.00</b>

**m) SUBCONSULTANT'S COSTS (add additional pages if necessary)**

Subconsultant 1: _____	_____
Subconsultant 2: _____	_____
Subconsultant 3: _____	_____
Tier Subconsultant 4: _____	_____
<b>m) TOTAL 2nd TIER SUBCONSULTANT'S COSTS</b>	<b>\$32,000.00</b>
<b>n) TOTAL OTHER DIRECT COSTS INCLUDING 2nd TIER SUBCONSULTANTS [(l) + m)</b>	<b>\$32,000.00</b>
<b>TOTAL COST [(c) + (j) + (k) + (n)]</b>	<b>\$104,970.21</b>

**NOTES:**

- Key Personnel must be marked with an asterisk (\*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (\*\*). All costs must comply with the Federal Cost Principles. Subconsultants will provide their own cost proposals.
- The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognized agency or accepted by Caltrans.
- Anticipated salary increases calculation (page 2) must accompany.

**EXHIBIT 10-H COST PROPOSAL** Page 2 of 3  
**ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS**  
**(CALCULATIONS FOR ANTICIPATED SALARY INCREASES)**

**1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours) #REF!**

Direct Labor <u>Subtotal</u> per Cost Proposal	Total Hours per Cost Proposal	=	Avg Hourly Rate	5 Year Contract Duration
\$27,049.20	500	=	\$54.10	Year 1 Avg Hourly Rate

**2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %)**

	Avg Hourly Rate		Proposed Escalation			
Year 1	\$54.10	+	5.00%	=	\$56.80	Year 2 Avg Hourly Rate
Year 2	\$56.80	+	5.00%	=	\$59.64	Year 3 Avg Hourly Rate
Year 3	\$59.64	+	5.00%	=	\$62.63	Year 4 Avg Hourly Rate
Year 4	\$62.63	+	5.00%	=	\$65.76	Year 5 Avg Hourly Rate

**3. Calculate estimated hours per year (Multiply estimate % each year by total hours)**

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	75.00%	*	500.0	=	375.0	Estimated Hours Year Estimated
Year 2	20.00%	*	500.0	=	100.0	Hours Year 2
Year 3	5.00%	*	500.0	=	25.0	Estimated Hours Year 3
Year 4		*	500.0	=		Estimated Hours Year 4
Year 5		*	500.0	=		Estimated Hours Year 5
Total	100%		Total	=	500.0	

**4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)**

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	\$54.10	*	375.0	=	\$20,286.90	Estimated Hours Year 1

Year 2	\$56.80	*	100.0	=	\$5,680.33	Estimated Hours Year 2
Year 3	\$59.64	*	25.0	=	\$1,491.09	Estimated Hours Year 3
Year 4	\$62.63	*		=		Estimated Hours Year 4
Year 5	\$65.76	*		=		Estimated Hours Year 5
	Total Direct Labor Cost with Escalation			=	\$27,458.32	
	Direct Labor Subtotal before Escalation			=	\$27,049.20	
	Estimated total of Direct Labor Salary Increase			=	<b>\$409.12</b>	Transfer to Page 1

NOTES:

- This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract; and a breakdown of the labor to be performed each year.
- An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable. (i.e. \$250,000 x 2% x 5 yrs = \$25,000 is not an acceptable methodology)
- This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.

## EXHIBIT 10-H1 COST PROPOSAL Page 3 of 3

**Certification of Direct Costs:**


I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. Title 23 United States Code Section 112 - Letting of Contracts
4. 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Procedures
5. 23 Code of Federal Regulations Part 172 - Procurement, Management, and Administration of Engineering and Design Related Service
6. 48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.

Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

**Prime Consultant or Subconsultant Certifying:**

Name: Lillian Jewell Title\*: President  
 Signature:  Date of Certification (mm/dd/yyyy): 7/10/2023  
 Email: ljewell@hamner-jewell.com Phone Number: 805-773-1459  
 Address: 530 Paulding Circle, Suite A Arroyo Grande, CA 93420

\*An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

Preliminary Title Reports (9), Appraisals (5), Appraisal Reviews (5), Waiver Valuations (5), TCE Acquisitions (10) and relocation assistance for Ace Hardware inventory. Excluded extra services: post Resolution of Necessity Litigation Support, and any additions to the scope of work specified in the RFP. Fee based on one year duration. Changes in design and extended delays in project progression could trigger additional time and costs that may necessitate additional budget.