



City of Santa Ana
20 Civic Center Plaza, Santa Ana, CA 92701
Staff Report
November 16, 2021

TOPIC: Agreements for On-Call Property Appraisal Services

AGENDA TITLE

Approve Agreements with Santolucito Doré Group, Inc., Integra Realty Resources, and Hennessey & Hennessey LLC for On-Call Property Appraisal Services in an Amount Not to Exceed \$449,500, for a Three-Year Term (Non-General Fund)

RECOMMENDED ACTION

1. Authorize the City Manager to execute an agreement with Santolucito Doré Group, Inc., to provide completion of final close-out work per Caltrans requirements and property appraisal services, on an as needed basis, in an amount not to exceed \$149,500, for a three-year term beginning November 16, 2021 and expiring November 15, 2024, with an option for two, one-year extensions, subject non-substantive changes approved by the City Manager and City Attorney.
2. Authorize the City Manager to execute agreements with Santolucito Doré Group, Inc., Integra Realty Resources, and Hennessey & Hennessey LLC to provide right-of-way property appraisal services, in a shared aggregate amount not to exceed \$300,000, for a three-year term beginning November 16, 2021 and expiring November 15, 2024, with an option for two, one-year extensions, subject non-substantive changes approved by the City Manager and City Attorney.

DISCUSSION

On August 27, 2021, the Public Works Agency released Request for Proposal (RFP) No. 21-103 by which it sought the services of a professional engineering firm to provide On-Call Property Appraisal services on an as-needed or "on-call" basis for the City of Santa Ana Public Works Agency. The capital improvement projects needing the right-of-way services include, but are not limited to, Warner Avenue, Bristol Street, Fairview Street, and Grand Avenue street improvements.

The RFP was advertised on the City's online procurement management and publication system, with proposals due on September 15, 2021. Five proposals were received and evaluated by a selection committee. Based on criteria outlined in the RFP, the following summarizes the responding firms and their ranking:

Firm	City	Rank
Santolucito Doré Group, Inc.	Canyon Lake	1
Integra Realty Resources	Encino	2
Hennessey & Hennessey LLC	Tustin	3

Approval of the recommended action will authorize two sets of consultant agreements to be utilized for future task orders, depending on the project funding source. For grant-funded projects that require adherence to Caltrans Architecture and Engineering requirements, task orders will be issued on the Caltrans version of the on-call agreement (Exhibit 1). All other task orders for projects funded with local or discretionary funds shall utilize the standard version of the consultant agreement (Exhibits 2, 3, and 4), which does not contain the same Caltrans provisions and requirements for federally grant-funded project tasks.

Based upon the scope of work and selection criteria outlined in RFP 21-103, staff recommends awarding two sets of agreements: One to Santolucito Doré Group, Inc., to provide completion of appraisal work per Caltrans requirements, on an on-call basis, and the other to Integra Realty Resources, Hennessey & Hennessey LLC, and Santolucito Doré Group, Inc., to provide right-of-way property appraisal services not subject to Caltrans requirements, on an on-call basis. Their proposals demonstrated the firms have the necessary capacity and expertise to complete the required services. The firms' rates are reasonable and within industry standard, the teams' qualifications are appropriate, and the proposals were determined to provide the best value for the City.

ENVIRONMENTAL IMPACT

There is no environmental impact associated with the action.

FISCAL IMPACT

The following table summarizes the projects with funds budgeted and available for expenditure on the right-of-way acquisition and relocation services to be provided by the agreements in Fiscal Year 2021-2022.

Federal Funded Project(s)

Fiscal Year	Accounting Unit - Account No. (Project No.)	Fund Description	Accounting Unit - Account No. Description	Amount
2021-22	05917663-66220 (15-6827)	Select Street Construction	Gas Tax HUTA 2103, Improvements Other Than Building	\$20,000

2021-22	03217663-66220 (15-6827)	Measure M Street Construction	Measure M2 Competitive Street, Improvements Other Than Building	\$60,000
Total				\$80,000

Non-Federal Funded Project(s)

Fiscal Year	Accounting Unit - Account No. (Project No.)	Fund Description	Accounting Unit - Account No. Description	Amount
2021-22	03217663-66220 (18-6901)	Measure M Street Construction	Measure M2 Competitive Street, Improvements Other Than Building	\$37,500
2021-22	05917668-66220 (18-6901)	Select Street Construction	Warner Ave-Tustin Community Facilities District, Improvements Other Than Building	\$12,500
2021-22	03517660-66220 (17-6883)	New Transportation System Improvement- Area F	New Transportation System Improvement- Area F, Improvements Other Than Building	\$20,000
2021-22	05917661-66220 (11-6741)	Measure M Street Construction	Measure M2 Competitive Street, Improvements Other Than Building	\$60,000
Total				\$130,000

Any unused agreement amounts may be utilized by projects not listed above by following the established on-call services process during the FY 2021-22 and for the remaining agreement term. Prior to utilizing the on-call services for any future task orders without accounts identified above, City staff must receive Finance and Management Services Agency approval of funding and accounts to be used to ensure funds are available within the authorization limit of \$149,500 for any federally funded projects and under the shared \$300,000 aggregate for any projects using local or discretionary funds. Upon successful completion of the fiscal review, a corresponding Notice to Proceed containing the specific scope and maximum expenditure for the task order will be issued.

EXHIBIT(S)

1. Agreement with Santolucito Doré Group, Inc., for On-Call Property Appraisal Services – Caltrans Version
2. Agreement with Integra Realty Resources for On-Call Property Appraisal Services
3. Agreement with Hennessey & Hennessey LLC for On-Call Property Appraisal Services
4. Agreement with Santolucito Doré Group, Inc., for On-Call Property Appraisal Services

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

Approved By: Kristine Ridge, City Manager

AGREEMENT TO PROVIDE ON CALL PROPERTY APPRAISAL SERVICES

THIS AGREEMENT is made and entered into this 16th day of November, 2021 by and between, Santolucito Dore Group, Inc., a California corporation (“Consultant”), and the City of Santa Ana, a charter city and municipal corporation organized and existing under the Constitution and laws of the State of California (“City”).

RECITALS

- A. On August 27, 2021, the City issued Request for Proposal (“RFP”) No. 21-103, by which it sought a consultant to provide Property Appraisal Services on an on-call basis for the City’s Public Works Agency.
- B. Consultant submitted a responsive proposal that was among those selected by the City. Consultant represents that it is able and willing to provide the services described in the scope of work that was included in RFP No. 21-103.
- C. In undertaking the performance of this Agreement, Consultant represents that it is knowledgeable in its field and that any services performed by Consultant under this Agreement will be performed in compliance with such standards as may reasonably be expected from a professional contracting firm in the field.

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

1. SCOPE OF SERVICES

On an on-call basis, and at the City’s sole discretion, Consultant shall perform the property appraisal services described in the scope of work that was included in RFP No. 21-103 and is attached hereto and marked as Exhibit A and as more specifically delineated in Consultant’s proposal (excluding addenda and fee proposal), which is attached as Exhibit B and incorporated in full.

2. ALLOWABLE COSTS AND PAYMENTS

- a. City neither warrants nor guarantees any minimum or maximum compensation to Consultant under this Agreement. Consultant shall be paid only for actual services performed under this Agreement at the rates and charges identified in Consultant’s Cost Proposal attached as Exhibit C. Consultant is the top-ranking consultant to provide property appraisal services on an as-needed basis under RFP No. 21-103. The total compensation for these services provided under RFP No. 21-103 to perform them shall not exceed an aggregate amount of \$149,500.00 during the term of the Agreement, including any extension periods.
- b. Consultant’s Cost Proposal attached as Exhibit C. The specified hourly rates shall include direct salary costs, employee benefits, overhead, and fee. These rates are not adjustable for the performance period set forth in this Agreement. In addition,

Consultant will be reimbursed for incurred (actual) direct costs other than salary costs that are in the cost proposal and identified in the cost proposal and in the executed Task Order.

- c. Specific projects will be assigned to Consultant through issuance of Task Orders. After a project to be performed under this Agreement is identified by City, City will prepare a draft Task Order less the cost estimate. A draft Task Order will identify the scope of services, expected results, project deliverables, period of performance, project schedule and will designate a City Project Coordinator. The draft Task Order will be delivered to Consultant for review. Consultant shall return the draft Task Order within ten (10) calendar days along with a Cost Estimate, including a written estimate of the number of hours and hourly rates per staff person, any anticipated reimbursable expenses, overhead, fee if any, and total dollar amount. After agreement has been reached on the negotiable items and total cost, the finalized Task Order shall be signed by both City and Consultant.
- d. Task Orders may be negotiated for a lump sum (Firm Fixed Price) or for specific rates of compensation, both of which must be based on the labor and other rates set forth in Consultant Cost Proposal.
- e. Reimbursement for transportation and subsistence costs shall not exceed the rates as specified in the approved Cost Proposal.
- f. When milestone cost estimates are included in the approved Cost Proposal, Consultant shall obtain prior written approval for a revised milestone cost estimate from City before exceeding such estimate.
- g. Progress payments for each Task Order will be made monthly in arrears based on services provided and actual costs incurred.
- h. Consultant shall not commence performance of work or services until this Agreement has been approved by City, and notification to proceed has been issued by City. No payment will be made prior to approval or for any work performed prior to approval of this Agreement.
- i. A Task Order is of no force or effect until returned to City and signed by an authorized representative of City. No expenditures are authorized on a project, and work shall not commence until a Task Order for that project has been executed by City.
- j. Consultant will be reimbursed, as promptly as fiscal procedures will permit upon receipt by City of itemized invoices in triplicate. Separate invoices itemizing all costs are required for all work performed under each Task Order. Invoices shall be

submitted no later than 45 calendar days after the performance of work for which Consultant is billing, or upon completion of the Task Order. Invoices shall detail the work performed on each milestone, on each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this Agreement number, project title, and Task Order number. Credits due to City that include any equipment purchased under the Equipment Purchase provision of this Agreement must be reimbursed by Consultant prior to the expiration or termination of this Agreement. Invoices shall be mailed to City at the following address: City of Santa Ana, Public Works Agency M-36, 20 Civic Center Plaza, P.O. Box 1988, Santa Ana, CA 92702.

- k. The period of performance for Task Orders shall be in accordance with dates specified in the Task Order. No Task Order will be written which extends beyond the expiration date of this Agreement.
- l. The total amount payable by City for an individual Task Order shall not exceed the amount agreed to in the Task Order, unless authorized by contract amendment.
- m. If the Consultant fails to satisfactorily complete a deliverable according to the schedule set forth in a Task Order, no payment will be made until the deliverable has been satisfactorily completed.
- n. Task Orders may not be used to amend this Agreement and may not exceed the scope of work under this Agreement.
- o. The total amount payable by City for all Task Orders resulting from this Agreement shall not exceed an aggregate amount of \$149,500. It is understood and agreed that there is no guarantee, either expressed or implied, that this dollar amount will be authorized under this Agreement through Task Orders.
- p. Consultant shall submit progress reports on each specific project in accordance with the Task Order. These reports shall be submitted at least once a month. The report should be sufficiently detailed for the City's Project Manager to determine, if Consultant is performing to expectations, or is on schedule; to provide communication of interim findings, and to sufficiently address any difficulties or special problems encountered, so remedies can be developed.
- q. Consultant's Project Manager shall meet with City's Project Manager, as needed, to discuss progress on the project(s).
- r. This Agreement is valid and enforceable only if sufficient funds are made available to the City for the purpose of this Agreement. In addition, this Agreement is subject to any additional restrictions, limitations, conditions, or any statute enacted by Congress, the State Legislature, or the City that may affect the provisions, terms or funding of this Agreement in any manner.

3. COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS

- a. Consultant agrees that the Contract Cost Principles and Procedures, 48 CFR Part 31, Contract Cost Principals and Procedures, shall be used to determine the allowability of individual terms of cost. et seq., shall be used to determine the cost allowability of individual items.
- b. Consultant agrees to comply with federal procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- c. Any costs for which payment has been made to Consultant that are determined by subsequent audit to be unallowable under 2 CFR, Part 200 and 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., are subject to repayment by Consultant to City.

4. PERFORMANCE PERIOD

- a. This Agreement shall go into effect on the date first written above, contingent upon approval by City, and Consultant shall commence work after notification to proceed by City. This Agreement shall end on November 15, 2024, unless terminated earlier in accordance with Section 21. The term of this Agreement may be extended for up to two 1-year periods upon a writing executed by the City Manager and City Attorney.
- b. Consultant is advised that any recommendation for contract award is not binding on City until the Agreement is fully executed and approved by City.
- c. The period of performance for each specific project shall be in accordance with the Task Order for that project. If work on a Task Order is in progress on the expiration date of this Agreement, the terms of the Agreement shall be extended by amendment.

5. STATE PREVAILING WAGE RATES

- a. If applicable, Consultant shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 1770, and all Federal, State, and local laws and ordinances applicable to the work.
- b. Any subcontract entered into as a result of this Agreement, if for more than \$25,000 for public works construction or more than \$15,000 for the alteration, demolition, repair, or maintenance of public works, shall contain all of the provisions of this Section, unless the awarding agency has an approved labor compliance program by the Director of Industrial Relations.

- c. When prevailing wages apply to the services described in the scope of work, transportation and subsistence costs shall be reimbursed at the minimum rates set by the Department of Industrial Relations (DIR) as outlined in the applicable Prevailing Wage Determination. See <http://www.dir.ca.gov>. Consultant shall be responsible for any future adjustments to prevailing wage rates including, but not limited to, base hourly rates and employer payments as determined by the Department of Industrial Relations, Consultant is responsible for paying the appropriate rate, including escalations that take place during the term of the Agreement.
- d. When prevailing rates apply, the Consultant is responsible for verifying compliance with certified payroll requirements. Invoice payment will not be made until the invoice is approved by City.

6. INDEPENDENT CONTRACTOR

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

7. OWNERSHIP OF MATERIALS

This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement (“Documents & Data”). Consultant shall require all 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 provided, to Consultant by the City. City shall not be limited in any way in its use of the Documents and Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at City’s sole risk.

8. MINIMUM INSURANCE REQUIREMENTS

- A. Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in

connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

B. Insurance coverage shall be at least as broad as:

- 1) Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- 2) Automobile Liability Insurance: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
- 3) Workers’ Compensation Insurance- as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
- 4) Professional Liability (Errors and Omissions) Insurance- appropriate to the Consultant’s profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

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

D. Other Insurance Provisions- the insurance policies are to contain, or be endorsed to contain, the following provisions:

- 1) Additional Insured Status- the City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant’s insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).
- 2) Primary Coverage- for any claims related to this contract, the Consultant’s insurance coverage shall be primary insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, and

volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

- 3) Notice of Cancellation- each insurance policy required above shall state that coverage shall not be canceled, except with notice to the City.
 - 4) Waiver of Subrogation- Consultant hereby grants to City a waiver of any right to subrogation, which any insurer of said Consultant may acquire against the City by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.
- E. Self-Insured Retentions- Self-insured retentions must be declared to and approved by the City. The City may require the Consultant to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.
- F. Acceptability of Insurers- Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.
- G. Claims Made Policies- If any of the required policies provide coverage on a claims-made basis:
- 1) The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
 - 2) Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
 - 3) If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.
- H. Verification of Coverage- Consultant shall furnish the City with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to City before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

- I. Subcontractors- Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City is an additional insured on insurance required from subcontractors.
- J. Special Risks or Circumstances- City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

9. INDEMNIFICATION

Consultant agrees to defend, and shall indemnify and hold harmless the City, its officers, agents, employees, consultants, special counsel, and representatives from liability: (1) for personal injury, damages, just compensation, restitution, judicial or equitable relief arising out of claims for personal injury, including death, and claims for property damage, which may arise from the negligent operations of the Consultant or its subconsultants, agents, employees, or other persons acting on their behalf which relates to the services described in section 1 of this Agreement; and (2) from any claim that personal injury, damages, just compensation, restitution, judicial or equitable relief is due by reason of the terms of or effects arising from this Agreement. This indemnity and hold harmless agreement applies to all claims for damages, just compensation, restitution, judicial or equitable relief suffered, or alleged to have been suffered, by reason of the events referred to in this Section or by reason of the terms of, or effects, arising from this Agreement. The Consultant further agrees to indemnify, hold harmless, and pay all costs for the defense of the City, including fees and costs for special counsel to be selected by the City, regarding any action by a third party challenging the validity of this Agreement, or asserting that personal injury, damages, just compensation, restitution, judicial or equitable relief due to personal or property rights arises by reason of the terms of, or effects arising from this Agreement. City may make all reasonable decisions with respect to its representation in any legal proceeding. Notwithstanding the foregoing, to the extent Consultant's services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant.

10. INTELLECTUAL PROPERTY INDEMNIFICATION

Consultant shall defend, indemnify and hold harmless the City, its officers, agents, representatives, and employees against any and all liability, including costs, and attorney's fees, for infringement of any United States' letters patent, trademark, or copyright contained in the work product or documents provided by Consultant to the City pursuant to this Agreement.

11. RETENTION OF RECORDS/AUDIT

For the purpose of determining compliance with Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable, and other matters connected with the performance of this Agreement, pursuant to Government Code 8546.7, Consultant, subconsultants, and City shall maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance

of the Agreement, including but not limited to, the costs of administering the Agreement. All parties shall make such materials available at their respective offices at all reasonable times during the Agreement period and for three years from the date of final payment under the Agreement. The state, State Auditor, City, FHWA, or any duly authorized representative of the Federal Government shall have access to any books, records, and documents of Consultant and its certified public accountants work papers that are pertinent to the contract and indirect cost rates (ICR) for audit, examinations, workpaper review, excerpts, and transactions, and copies thereof shall be furnished if requested.

12. AUDIT REVIEW PROCEDURES

- a. Any dispute concerning a question of fact arising under an interim or post audit of this Agreement that is not disposed of by mutual agreement shall be reviewed by the City.
- b. Not later than 30 days after issuance of the final audit report, Consultant may request a review by the City of unresolved audit issues. The request for review will be submitted in writing, submitted to the project manager of RFP.
- c. Neither the pendency of a dispute nor its consideration by City will excuse Consultant from full and timely performance in accordance with the terms of this Agreement.

13. CONFIDENTIALITY

If Consultant receives from the City information which due to the nature of such information is reasonably understood to be confidential and/or proprietary, Consultant agrees that it shall not use or disclose such information except in the performance of this Agreement, and further agrees to exercise the same degree of care it uses to protect its own information of like importance, but in no event less than reasonable care. "Confidential Information" shall include all nonpublic information. Confidential information includes not only written information, but also information transferred orally, visually, electronically, or by other means. Confidential information disclosed to either party by any subsidiary and/or agent of the other party is covered by this Agreement. The foregoing obligations of non-use and nondisclosure shall not apply to any information that (a) has been disclosed in publicly available sources; (b) is, through no fault of the Consultant disclosed in a publicly available source; (c) is in rightful possession of the Consultant without an obligation of confidentiality; (d) is required to be disclosed by operation of law; or (e) is independently developed by the Consultant without reference to information disclosed by the City.

14. CONFLICT OF INTEREST

- a. Consultant shall disclose any financial, business, or other relationship with City that may have an impact upon the outcome of this Agreement, or any ensuing City construction project. Consultant shall also list current clients who may have a financial interest in the outcome of this Agreement, or any ensuing City construction project that will follow.

- b. Consultant hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this Agreement.
- c. Consultant agrees to complete any statements of economic interest if required by either City ordinance or State law.

15. REBATES, KICKBACKS, OR OTHER UNLAWFUL CONSIDERATION

Consultant warrants that this Agreement was not obtained or secured through rebates kickbacks or other unlawful consideration, either promised or paid to any City employee. For breach or violation of this warranty, City shall have the right in its discretion; to terminate the contract without liability; to pay only for the value of the work actually performed; or to deduct from the contract price; or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

16. NOTICE

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

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

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

To Consultant: Christine S. Santolucito,
President
Santolucito Dore Group, Inc.
31600 Railroad Canyon Road, Suite 100-L
Canyon Lake, CA 92587

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

17. EXCLUSIVITY AND AMENDMENT

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

18. SUBCONTRACTING

- a. Nothing contained in this Agreement or otherwise, shall create any contractual relation between City and any subconsultant(s), and no subcontract shall relieve Consultant of its responsibilities and obligations hereunder. Consultant agrees to be as fully responsible to City for the acts and omissions of its subconsultant(s) and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by Consultant. Consultant's obligation to pay its subconsultant(s) is an independent obligation from City's obligation to make payments to the Consultant.
- b. Consultant shall perform the work contemplated with resources available within its own organization and no portion of the work pertinent to this Agreement shall be subcontracted without written authorization by City, except that which is expressly identified in the approved Cost Proposal.
- c. Consultant shall pay its subconsultants within fifteen (15) calendar days from receipt of each payment made to Consultant by City.
- d. All subcontracts entered into as a result of this Agreement shall contain all the provisions stipulated in this Agreement to be applicable to subconsultants.
- e. Any substitution of subconsultant(s) must be approved in writing by City prior to the start of work by the subconsultant(s).

19. EQUIPMENT PURCHASE

- a. Prior authorization in writing by City shall be required before Consultant enters into any unbudgeted purchase order, or subcontract exceeding \$5,000 for supplies, equipment, or consultant services. Consultant shall provide an evaluation of the necessity or desirability of incurring such costs.
- b. For purchase of any item, service or consulting work not covered in Consultant's Cost Proposal and exceeding \$5,000 prior authorization by City, three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.
- c. Any equipment purchased as a result of this Agreement is subject to the following condition: "Consultant shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of \$5,000 or more. If the purchased equipment needs replacement and is sold or traded in, City shall receive a proper refund or credit at the conclusion of the Agreement, or if the Agreement is terminated, Consultant may either keep the equipment and credit City in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established City procedures and credit City in an amount equal to the sales price. If Consultant elects to keep the equipment, fair market value shall be determined at Consultant's expense, based on a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by City and Consultant. If it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by City." 2 CFR, Part 200 requires a credit to Federal funds when participating equipment with a fair market value greater than \$5,000 is credited to the project.

20. WAIVER

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

21. TERMINATION

a. City reserves the right to terminate this Agreement upon thirty (30) calendar days written notice to Consultant with the reasons for termination stated in the notice. Upon termination, City shall be entitled to all work including but not limited to, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not.

b. Notwithstanding any provisions of this Agreement, Consultant shall not be relieved of liability to City for damages sustained by the City by virtue of any breach of this Agreement by Consultant, and City may withhold any payments due to Consultant until such time as the exact amount of damages, if any, due City from Consultant is determined.

22. JURISDICTION-VENUE

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

23. PROFESSIONAL LICENSES

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

24. STATEMENT OF COMPLIANCE

- a. Consultant's signature affixed herein, and dated, shall constitute a certification under penalty of perjury under the laws of the State of California that Consultant has, unless exempt, complied with, the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Administrative Code, Section 11102.
- b. During the performance of this Agreement, Consultant and its subconsultants shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, gender, gender identity, gender expression, sexual orientation, military or veteran status, and denial of family care leave. Consultant and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.
- c. Consultant and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations,

are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Consultant and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

- d. The Consultant shall comply with regulations relative to Title VI (nondiscrimination in federally assisted programs of the Department of Transportation – Title 49 Code of Federal Regulations, Part 21 – Effectuation of Title VI of the 1964 Civil Rights Act). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the state of California shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.
- e. The Consultant, with regard to the work performed by it during the Agreement shall act in accordance with Title VI. Specifically, the Consultant shall not discriminate on the basis of race, color, national origin, religion, sex, age, or disability in the selection and retention of subconsultants, including procurement of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the U.S. DOT's Regulations, including employment practices when the Agreement covers a program whose goal is employment.
- f. Consultant, subrecipient or subconsultant will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 40 Code of Federal Regulations Part 26 on the basis of race, color, sex or national origin. In administering the City components of the Disadvantaged Business Enterprises (DBE) Program Plan, Consultant, subrecipient or subconsultant will not, directly, or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE Program Plan with respect to individuals of a particular race, color, sex, or national origin.
- g. Under 49 CFR 26.13(b): Consultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement, Consultant shall carryout applicable requirements of 49 CFR 26 in the award and administration of federal-aid contracts.

Failure by Consultant to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy, which the City deems appropriate, which may include, but is not limited to:

- 1) Withholding monthly progress payment if applicable;

- 2) Assessing sanctions;
 - 3) Liquidating damages; and/or
 - 4) Disqualifying consultant from future proposing as non-responsible.
- h. Termination and Substitution of DBE Subconsultants. Consultant shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless Consultant or DBE subconsultant obtains the City's written consent. Consultant shall not terminate or substitute a listed DBE for convenience and perform work with their own forces or obtain materials from other sources without authorization from City. Unless the City's consent is provided, the Consultant shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE on the Exhibit 10-02 Consultant Contract DBE Commitment form, included in the Bid.
 - i. Consultant shall notify City's designated representative of any changes to its anticipated DBE participation before starting the affected work. Consultant shall notify City of any notices of decertification or certification regarding a subconsultant's DBE status.
 - j. Consultant shall provide all required DBE forms to the City as required pursuant to applicable law.
 - k. All certifications required for the Bid are attached hereto as part of Exhibit B to the Agreement.

25. DEBARMENT AND SUSPENSION CERTIFICATION

- a. Consultant's signature affixed herein, shall constitute a certification under penalty of perjury under the laws of the State of California, that Consultant has complied with Title 2 CFR, Part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (nonprocurement)", which certifies that he/she or any person associated therewith in the capacity of owner, partner, director, officer, or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years. Any exceptions to this certification must be disclosed to City.
- b. Exceptions to the Federal Government Excluded Parties List System maintained by the General Services Administration are to be determined by the Federal Highway Administration.

26. MISCELLANEOUS PROVISIONS

- a. Each undersigned represents and warrants that its signature herein below has the power, authority and right to bind their respective parties to each of the terms of this Agreement, and shall indemnify City fully, including reasonable costs and attorney’s fees, for any injuries or damages to City in the event that such authority or power is not, in fact, held by the signatory or is withdrawn.
- b. All exhibits referenced herein and attached hereto shall be incorporated as if fully set forth in the body of this Agreement.

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

ATTEST:

CITY OF SANTA ANA

DAISY GOMEZ
Clerk of the Council

KRISTINE RIDGE
City Manager

APPROVED AS TO FORM
SONIA R. CARVALHO
City Attorney

CONSULTANT

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

Christine S. Santolucito
Christine S. Santolucito
President

RECOMMENDED FOR APPROVAL

NABIL SABA
Executive Director
Public Works Agency

EXHIBIT A

SCOPE OF SERVICES

**Appendix
ATTACHMENT 1
SCOPE OF WORK**

**CITY OF SANTA ANA
REQUEST FOR PROPOSALS
FOR
ON-CALL PROPERTY APPRAISAL SERVICES
RFP NO. 21-103**

INTRODUCTION/PROJECT BACKGROUND

The City of Santa Ana is issuing this Request for Proposals (RFP) to seek qualified firms to provide On-Call Property Appraisal services on an as-needed or “on-call” basis.

It is the City’s goal to select one or more firms to enter into an agreements with to provide as needed property appraiser services for capital improvement projects (CIP). The CIP projects needing these right-of-way services include, but are not limited, to Warner Avenue, Bristol Street, Fairview Street, and Grand Avenue Street Improvements.

Property Appraisal Services	Maximum Contract Aggregate Amount
	\$148,000

From the proposals received, it is the City’s goal to select up to three firms for property appraisal services for the on-call pool. The City will enter into separate agreements (the “Agreement”) with each of these firms, with a not-to-exceed aggregate amount shared amongst all. Work will be assigned by Contract Task Orders. As tasks are identified, they will be distributed among these firms based upon their ability to perform the required work within the project schedule and budget constraints. A detailed scope of work and corresponding fee will be outlined when a specific task is assigned to a consultant. The City reserves the right to distribute the work in any manner which will best serve the City’s interests.

MINIMUM QUALIFICATIONS

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

Consultants must demonstrate ability to have successfully negotiated and closed escrow on acquisition of parcels and minimized the eminent domain process on similar projects.

DESCRIPTION OF WORK

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

- The Consultant shall perform work to produce a high quality, professional and complete work product.
- Consultant must have experience with State and federally funded projects. All work shall be performed in conformance with all applicable regulations, policies, procedures and standards.
- All acquisition/relocation agents, performing work for the City, must hold a valid California Real Estate License. Salespersons must be registered with the California Department of Real Estate (DRE), as working solely under the Consultant's supervising broker of record.
- Work may include, but is not be limited to, the following:
 - onsite review of the project area
 - review of existing records
 - conducting research and performing analysis
 - information gathering
 - negotiations
 - developing strategies
 - prepare memos and letters
 - attend community meetings as needed
- The Consultant shall carry out the instructions received from the City and shall cooperate with the City and other agencies.
- The Consultant has total responsibility for the accuracy and completeness of the work produced. The work will be reviewed by the City for conformity with the requirements of the Agreement. Reviews by the City may NOT include a detailed review for the accuracy of items submitted. The responsibility for accuracy and completeness of such items remains solely that of the Consultant.
- The Consultant shall be responsible for coordination and supervision of all work performed by its sub-consultants. The Consultant shall review all work performed by its sub-consultants and the responsibility for accuracy and completeness of work performed remains solely that of Consultant. Sub-consultant markup is not allowed in this contract.
- The Consultant shall have a Quality Control Plan in effect during the entire time work is being performed under the Agreement. The Quality Control Plan shall establish a process whereby work products are independently checked, corrected and back checked. All project related correspondences and documents shall be maintained and bound in appropriate project files. Additionally, all electronic files shall conform to the City's file naming system.
- The Consultant shall diligently work on each assignment and complete each task in accordance with the schedule and accommodate the City's needs.
- The Consultant's work will be subject to inspection and audit by City, County, State and Federal representatives
- Consultant's Project Manager and critical staff must attend the monthly meetings with

City Staff and other consultants requested by the City to review project progress, the schedule and any critical issues/items and the follow up action items necessary. All status reports must be submitted ahead of the meetings.

- Consultant must prepare a Weekly Status report and submit to the City. Format and specific items of each status report must be reviewed and approved by the City.
- Consultant must maintain electronic files of all the project parcels and correspondence including all reports generated by other related consultants required to perform acquisition/relocation and property management services.
- All electronic submittals of files must be through a shared folder. Consultant must upload and keep current the project parcel information and files in the shared folder established for the project.
- Consultant must prepare electronic files of the parcels according to the Caltrans Review Process for right-of-way Certification.
- Project files including copies of all correspondences, reports, documents, and electronic files shall be submitted to the City when requested and electronically updated as requested by the City.
- All work, including reports, analysis, data, and intellectual properties developed during the life of the Agreement shall become the properties of the City.
- The Consultant will receive written notification of the award of the contract. Upon such notification, the Consultant will proceed with the services required by the Agreement.

PROPERTY APPRAISAL SERVICES

Consultant shall prepare appraisal services that include full and partial acquisition for residential property; commercial property; industrial property; easements; special use or zoned property; and review appraisals. Appraisal Services shall be in accordance with federal, state, and local regulations, policies, procedures and standards. Consultant must make every effort to meet with the property owner prior to preparation of the report.

Appraiser shall perform the following tasks:

- Prepare appraisal report in accordance with the State of California Laws and the Uniform Standards of Professional Appraisal Practice (USPAP)
- Research records, inspect the site and communicate with the property owner in preparation of the appraisal report. This might require multiple attempts for site visit and inspection
- Prepare Real Estate Appraisal reports for full and partial acquisition
- Prepare Appraisal Summary Statements to accompany City's Offer Package
- Prepare Valuation of City's Landscape Setback Easement requirements
- Prepare detailed appraisal report necessary for condemnation
- Coordinate with Fixtures and Equipment Appraisers
- Coordinate with Business Goodwill Appraisers
- Communicate with property owners in writing and as required to obtain adequate

information to prepare the report

- Prepare all necessary correspondence, letters and reports
- Provide effective communication with engineers, planners, attorneys, and City staff
- Comply with federal, state and local regulations
- Create files and maintain all records
- Provide condemnation consultations as necessary
- Attend meetings/public hearings and conduct presentations
- Provide expert witness testimony as required for condemnation proceedings
- Coordinate and review of Phase I and Phase II Environmental Studies
- Review appraisal reports prepared by other consultants as required by the City and prepare review summary
- Prepare Review Appraisal Reports (Required For Federally Funded Projects)
- Coordinate, direct and obtain Review Appraisals in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act (Uniform Act) and Caltrans guidelines
- Examine all appraisals and corresponding reports
- Seek any corrections or revisions deemed appropriate
- Prepare Dual Appraisal Report as required for federally funded projects under Caltrans Guidelines

Real estate appraisers must be certified and a Member of the Appraisal Institute

Sample Fee Proposal

Consultant shall describe the process (methods of appraisal, research, and any other necessary tasks) and provide the proposal fee breakdown to appraise the below sample addresses. The proposal will be used for fee comparison and evaluation process. The partial acquisition for Cherry Aerospace shall be 10 feet from the back of sidewalk and all existing improvements within the acquired area shall be appraised accordingly.

Sample locations for appraisal proposal are the following:

- 1224 E. Warner Avenue (Cherry Aerospace Park Take)
- 2246 S. Evergreen Street (Residential Full Take)

PAYMENT AND INVOICING:

Selected Consultant shall invoice the City based on time and material according to the City's standard invoice template. Tasks and hours shall be clearly identified and all rates must match those included in the approved agreement. City shall retain ten percent (10%) of the invoice amount from each payment until the completed Project has been accepted by the City.

Each invoice must include a Consultant Progress Report that contains tasks and activities completed and summary of work in the next month period. Certificate of insurance must be current in order for invoices to be processed.

CITY RESPONSIBILITIES:

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

- Facilitate meeting spaces and coordination with City staff
- Access to City facilities

CONSULTANT RESPONSIBILITIES:

- Provide all required insurance as outlined in Attachment 2 of this RFP.
- Submit renewal of Certificate of Insurance 30 days before expiring.
- Ensure Certificate of Insurance is current when submitting invoices.

SPECIAL REQUIREMENTS (ATTACHMENT 4)

This project may utilize California Department of Transportation (Caltrans) funds and shall therefore comply with all state and federal requirements. The below referenced forms included in Attachment 4 (Additional Provisions) of the Appendix must be completed in their entirety and submitted with your proposal:

- LAPM Exhibit 10-H: Sample Cost Proposal
- LAPM Exhibit 10-O1: Consultant Proposal DBE Commitment
- LAPM Exhibit 10-O2: Consultant Contract DBE Commitment (include within Fee Proposal hard copy package)

Please reference Caltrans Local Assistance Procedure Manual, Consultant Selection, Chapter 10, for further instructions and guidelines pertaining to the completion of these forms: <https://dot.ca.gov/-/media/dot-media/programs/local-assistance/documents/lapm/ch10.pdf>

COMPLIANCE WITH REQUIREMENTS OF FUNDING AGENCY:

This agreement may be funded with state and/or federal grant funds administered by Caltrans. Proposer shall comply with all requirements as they pertain to the use of these funds. Refer to Attachment 4 for Caltrans required forms, including **Exhibit 10-H – Sample Cost Proposal** (H2 for On-Call Contracts) in the Appendix of this RFP.

DISADVANTAGED BUSINESS ENTERPRISES (DBE) GOAL:

The Agency has established a DBE goal for this Contract. Proposers are encouraged to obtain DBE participation for this contract. Refer to **Exhibit 10-I – Notice to Proposers DBE Information** included in the Appendix of this RFP. Proposers must submit **Exhibits 10-O1 & 10-O2 – Consultant Proposal & Contract DBE Commitment** to demonstrate compliance with Agency's DBE goal.

CONSULTANT AUDIT AND REVIEW PROCESS:

The selected Consultant(s) shall complete **Exhibit 10-K – Consultant Annual Certification of Indirect Costs and Financial Management System** for all prime and sub-consultants in the Appendix of this RFP.

To independently download any of the Caltrans Exhibits required per this RFP, visit:
<https://dot.ca.gov/programs/local-assistance/forms/local-assistance-procedures-manual-forms>

EXHIBIT B
CONSULTANT'S PROPOSAL



SANTOLUCITO DORÉ
GROUP, INC.
REAL ESTATE SERVICES

PROPOSAL FOR ON-CALL PROPERTY APPRAISAL SERVICES
September 15, 2021 • 4:00 pm



PREPARED FOR:

**City of Santa Ana
Public Works Agency; M-36
20 Civic Center Plaza
Ross Annex
Santa Ana, CA 92701**

PREPARED BY:

**Santolucito Doré Group, Inc.
31600 Railroad Canyon Road
Suite 100-L
Canyon Lake, CA 92587**

1. STATEMENT OF QUALIFICATIONS



COVER LETTER

September 15, 2021

Mr. Kenny Nguyen
Project Manager
City of Santa Ana
Public Works Agency; M-36
20 Civic Center Plaza; Ross Annex
Santa Ana, CA 92701

RE: **RFP No. 21-103**
Proposal for On-Call Property Appraisal Services

Dear Mr. Nguyen:

Pursuant to your request, we have delivered this proposal by 4:00 pm on September 15th, 2021, for purposes of providing the City of Santa Ana Public Works Agency (City), with on-call property appraisal services. The proposed scope of services will include real estate research and analysis to produce appraisal reports and appraisal review reports consistent with the State of California Law, the Uniform Standards of Professional Appraisal Practice (USPAP), the Uniform Relocation Assistance and Real Property Acquisition Policies Act (Uniform Act), and other applicable federal, state, and City requirements; coordinate with engineers, planners, attorneys, City staff and property owners to complete appraisal assignments; attend City meetings, as necessary; and provide right of way, condemnation, litigation support, and expert witness testimony, if necessary.

It is our understanding that the proposed scope of services includes appraisal services for various City projects. Specifically, appraisal services that include full and partial acquisition for residential property; commercial property; industrial property; easements; special use or zoned property; and appraisal reviews.

The Santolucito Doré Group, Inc. (SD Group) has extensive experience working on various appraisal and right of way projects and will provide the proposed services in a cost-effective and efficient manner. Our appraisal services always meet or exceed USPAP requirements and, when required, the Uniform Act, the Uniform Standards for Federal Land Acquisitions (USFLA or Yellow Book), and the Caltrans Right of Way Manual. We have experience working with various oversight and funding agencies.

SD Group is committed to providing quality appraisal services for each City project. Our principals have previous experience working on numerous assignments in Santa Ana and the greater Orange County area.



City of Santa Ana
September 15, 2021
Page 2

Christie and Lance will be the Key Personnel and Christie will be the Point of Contact should SD Group be awarded a contract. Our corporate/local address, telephone number, website address, and email addresses can be found in our signature blocks and footer below. All SD Group appraisers are Certified General Appraisers and Lance holds the MAI designation. We understand the importance of the MAI designation and will ensure that each appraisal report is reviewed and signed by Lance, who holds the MAI designation.

We hold all necessary and typical insurance policies for real estate appraisers and will provide evidence of coverage upon receipt of a contract. We will also obtain a City of Santa Ana Business License within 10 days of receipt of notice that a contract has been awarded.

Christie is the President and Secretary of SD Group and can make legally binding commitments on behalf of the firm.

If you have any questions, please do not hesitate to contact Christie. We appreciate the opportunity to submit this proposal and look forward to working with you in the future.

Respectfully submitted,
Santolucito Doré Group, Inc.

Christine S. Santolucito, R/W-AC
President
christie@sdgroupinc.com

CONTRACT AGREEMENT STATEMENT

We concur with any and all provisions contained in the Agreement as Attachment 2 in the Appendix of the RFP.

FIRM AND TEAM EXPERIENCE

HISTORY AND BACKGROUND

Santolucito Doré Group, Inc. (SD Group) is a 51% woman-owned business. We are certified a Disadvantaged Business Enterprise (DBE) by the CUCP through Caltrans and a certified Small Business Enterprise (SBE) by the Los Angeles County Metropolitan Transportation Authority (Metro), the Metropolitan Water District of Southern California (MWD), and the State of California Department of General Services, as well as a Woman-Owned Business by the Supplier Clearinghouse.

SD Group principals have over 50 years of combined appraisal experience. Christie and Lance have been working together for over five years on public projects throughout California. Their experience working in various aspects of the appraisal field combine to create a highly effective partnership. Each brings unique experiences and talents to the table.

SD Group specializes in real estate appraisal services for public agencies, delivering tailored solutions to meet our client's needs. Our appraisal services always meet or exceed the Uniform Standards of Professional Appraisal Practice (USPAP) and, when required, the Uniform Appraisal Standards for Federal Land Acquisitions (UASFLA or Yellow Book) requirements. Most our real estate and right of way experience has been performed per the requirements of the Uniform Relocation Assistance and Real Property Acquisition Act (Uniform Act) and under the oversight of various government entities including Caltrans, FHWA, FTA, and FRA. We have intimate knowledge of the appraisal related portions of the Code of Civil Procedures and Chapter 7 of the Caltrans Right of Way Manual. As such, SD Group has extensive experience in complying with federal, state, and local public agency requirements for timely project delivery.

We assist clients with appraisal services such as: cost estimating for budgetary purposes and alternative design analysis, full and partial acquisition appraisals, appraisal reviews, litigation support, and expert testimony. We effectively communicate with engineers, planners, attorneys, and public agency staff to ensure compliance with federal, state, and local regulations. We are well known for our experience appraising environmentally sensitive land for mitigation and conservation purposes.

STAFFING RESOURCES

We have carefully selected a qualified team of the highest caliber appraisers with the most advanced designations including the Appraisal Institute's (AI) MAI designation, the International Right of Way Association's (IRWA) Right of Way Appraisal Certification (R/W-AC), and Royal Institute of Chartered Surveyors FRICS designation. We understand the importance of the MAI designation and will ensure that each appraisal report is reviewed and signed by Lance, who holds the MAI designation.

As real estate appraisers, Christie and Lance have experience valuing all types of real property including vacant land, residential, commercial, industrial, agricultural, and special-use properties. We have appraised full and partial fee acquisitions; permanent easements for aerial, surface, subsurface, anchor wall, roadway, and footing purposes; public-utility easements; and temporary construction easements. We are confident we can provide the City with the highest quality appraisals to be used when acquiring property for its important projects.

Below is our organization chart followed by brief bios for the team we've selected. One-page resumes copies of appraisal licenses for SD Group principals are included in the Addenda. SD Group has seven appraisers ready to work on City projects, as needed. All team members have availability to perform the proposed scope of services.



Real Estate Appraisers:

**Key Personnel*

Christine S. Santolucito, R/W-AC* – President/Project Manager

Santolucito Doré Group, Inc. *(Certified DBE, SBE, WBE)*
CA Certified General RE Appraiser License No. AG043715
IRWA, R/W-AC designation
AI, Candidate for Designation (in progress, expected 2021)
15 years real estate appraisal and consultation experience
Specializes in right of way and complex appraisal assignments

Lance W. Doré, MAI, FRICS* – Vice President

Santolucito Doré Group, Inc. *(Certified DBE, SBE, WBE)*
CA Certified General RE Appraiser License No. AG002464
AI, MAI designation for commercial appraisal
Royal Institute of Chartered Surveyors, FRICS designation
37 years of real estate appraisal and consultation experience
Specializes in right of way and complex appraisal assignments

Robert Content, MAI – Senior Appraiser

Santolucito Doré Group, Inc. *(Certified DBE, SBE, WBE)*
CA Certified General RE Appraiser License No. AG035345
AI, MAI designation for commercial appraisal
18 years of real estate appraisal and consultation experience
Specializes in right of way and complex appraisal assignments

Meredith Mc Donald – Senior Appraiser

Santolucito Doré Group, Inc. *(Certified DBE, SBE, WBE)*
CA Certified General RE Appraiser License No. AG043402
18 years of real estate appraisal and consultation experience
Specializes in right of way and complex appraisal assignments

Matthew Sunderland – Senior Appraiser

Santolucito Doré Group, Inc. *(Certified DBE, SBE, WBE)*
CA Certified General RE Appraiser License No. AG033963
16 years of real estate appraisal and consultation experience
Specializes in right of way and complex appraisal assignment

Mark Demkiw – Senior Appraiser

Santolucito Doré Group, Inc. *(Certified DBE, SBE, WBE)*
CA Certified General RE Appraiser License No. AG033678
17 years of real estate appraisal and consultation experience
Specializes in right of way and complex appraisal assignment

Paul Kim – Senior Appraiser

Santolucito Doré Group, Inc. *(Certified DBE, SBE, WBE)*
CA Certified General RE Appraiser License No. AG3000504
9 years of real estate appraisal and consultation experience
Specializes in right of way and complex appraisal assignment

Paul Kim – Senior Appraiser

Santolucito Doré Group, Inc. *(Certified DBE, SBE, WBE)*
CA Trainee Appraiser License No. AT3004502
5 years of real estate appraisal and consultation experience

PROJECT TEAM		
Name	Title	Percentage of Time Devote to City of Santa Ana Projects
Christine S. Santolucito, R/W-AC	President / Project Manager / Principal Agent / Key Personnel	65%
Lance W. Doré, MAI, FRICS	Vice President / Associate in Charge / Key Personnel	45%
Robert Contant, MAI	Senior Appraiser	50%
Meredith McDonald	Senior Appraiser	75%
Matthew Sunderland	Senior Appraiser	75%
Mark Demkiw	Senior Appraiser	75%
Paul Kim	Senior Appraiser	75%
Noble Tucker	Trainee Appraiser	40%
Sky Sylvester	Office Manager / Researcher	50%

QUALIFICATIONS

With 15 years of commercial appraisal experience, Christie has appraised and reviewed appraisals for hundreds of properties for all types of private and public clients. She specializes in right of way appraisals and reviews, with an emphasis on clients and projects located in Orange County and the Inland Empire. Some of her public agency clients (as a prime or subconsultant) include the Cities of Coachella, Corona, Indio, Fullerton, Menifee, Ontario, Palm Springs, Pomona, Riverside and San Jacinto; Counties of Orange, Riverside and San Bernardino; San Bernardino County Transportation Authority (SBCTA); Omnitrans; Riverside County Transportation Commission (RCTC); Orange County Transportation Authority (OCTA); Los Angeles County Metropolitan Transportation Authority (LA Metro); San Diego Association of Governments (SANDAG); the California High Speed Rail Authority (CHSRA); Southern California Edison (SCE); Riverside County Flood Control and Water Conservation District (RCFCWCD); Eastern Municipal Water District (EMWD); Elsinore Valley Municipal Water District (EVMWD); and Irvine Ranch Water District (IRWD); among other public agencies throughout California. Additionally, Christie has experience working with Union Pacific Railroad (UPRR) and Burlington Northern Santa Fe Railway (BNSF), both directly and acquiring right of way from them.

With over 37 years of commercial appraisal experience, Lance has performed of hundreds of full and partial acquisition appraisals of real estate projects in Southern California. He has held management positions in the largest appraisal firms for the past 20 years at Doré, Curry & Marshall; Integra Realty Resources; Cushman & Wakefield; Colliers International; The Doré Group (which is still in operation); and now SD Group. Agency clients include the County of Riverside, County of Los Angeles, County of San Diego, City of San Diego, the County of Monterey, and California High Speed Rail Authority (CHSRA). Lance has provided professional services specializing in appraisal of desert and ranch lands, conservation easements, water rights, mineral and timber, development lands, alternative energy, eminent domain, litigation support, highest and best use analysis, fair market rent, and others.

Christie has successfully managed project budgets on several levels in previous positions. She has owned her own business, managed a commercial appraisal firm, and served as project manager on appraisal projects for a large engineering company (HDR Engineering). Lance has owned several commercial appraisal firms, most recently The Doré Group, which has been in operation for over 10 years and is financially stable.

SD Group principals have experience preparing appraisals for the following purposes: acquisition and disposition; right of way, including permanent and temporary easements; utility easements; condemnation and litigation; leases, and/or licenses for improved property and vacant land; and other public agency activities associated with land development and acceptance of easements and property. Additionally, Christie has hands-on experience acquiring property in her former role with HDR Engineering. She has first-hand knowledge of the acquisition process outside of the valuation piece of the puzzle. This experience has been an invaluable addition to her appraisal experience.

All key personnel are involved in various professional organizations, including local chapters of the IRWA, AI, and RICS. Christie is a past President of the Inland Empire Chapter of the IRWA (Chapter 57). She serves as an Advisor on the Eastern Branch of the Southern California Chapter of the Appraisal Institute (SCCAI) and is a committee member for the SCCAI's Inland Empire Market Trends Seminar (IEMTS). Lance is an instructor for the AI and RICS. Their voluntary involvement is rewarding and keeps them up to date on current industry news and trends.

UNDERSTANDING OF NEED AND PROPOSED METHOD TO ACCOMPLISH WORK

SD Group looks forward to tailoring specific processes to comply with the City's policies, procedures, and preferences. SD Group prides itself on its ability to complete complex projects on schedule and within budget. Christie and Lance have years of experience coordinating with various agencies and will strategize and coordinate each project thoroughly from the beginning to deliver high quality outstanding appraisal services. Christie and Lance will work closely with the City's Project Managers and staff to discover ways to provide assistance, offer recommendations whenever challenges are presented, and will seek feedback pertaining to progress and satisfaction with SD Group's performance.

Appraisal is unique to each property and all recognized appraisal methodologies are completed with the highest level of quality. The following section describes our general work plan for completing the various appraisal and appraisal review assignments.

APPRAISAL

The purpose of an appraisal report is to produce a document that can be used by the City in negotiations for acquisition or disposition of property. The typical scope of work for an appraisal includes, but is not necessarily limited to, the following steps:

Detailed Inspection of the Property

The acquisition process begins when the appraiser sends out the Notice of Intent to Appraise letters to impacted property owners (for acquisitions). The appraiser will invite the property owner to be present for the onsite inspection. Additionally, City staff, other consultants/experts involved in the project, and, if applicable, the acquisition agent, are encouraged to attend the inspection as well. A complete understanding of the larger parcel, the subject property and overall impacts are a critical step in the appraisal process.

Complete Highest and Best Use Analysis

The cornerstone of the appraisal process is a detailed highest and best use of the property as vacant and as improved, which will be performed to isolate any valuation issues that arise after a detailed analysis of the legal, physical, and financial aspects of the property. This is the essential basis for the valuation analysis and ultimately the just compensation. The last critical stage is to determine the highest and best use of the remainder. Issues that may arise from this final test is uneconomic remainders, determination of underlying fees, or additional considerations for partial acquisitions and easements. This ultimately determines factors that may result in severance damages.

Research Market Data of the Neighborhood, Subject Property, and Comparable Sales

After the determination of the highest and best use, the comparables are selected with similar highest and best uses. When identifying sales of comparable properties, market research will include discussions with appropriate real estate professionals and governmental agencies. All sales data utilized in an appraisal report will be confirmed with a party to those transactions, whenever possible. Details of the comparables are presented to fully disclose all issues for adjustments applicable to the valuation of the subject.

Write a Narrative Appraisal Report

The type of appraisal report utilized will be determined on a parcel-by-parcel basis. This determination will be made after analyzing the particular assignment and interests to be acquired, i.e., fee, easement, etc. A narrative appraisal report is typically used for public agency/eminent domain purposes. The appraiser may also be required to complete an Appraisal Summary Statement at the request of the City. Typical steps in the appraisal process are listed below:

- Identify the larger parcel and the appraisal problem;
- Obtain and review legals, plats, title reports, environmental reports, and other documents (provided by the City);
- Send out Notice of Intent to Appraise letter;
- Gather market data;
- Perform property inspection;
- Meet with project designer and others to address property impacts;
- Perform a detailed highest and best use analysis;
- Analyze and inspect comparables;
- Valuation via the three approaches to value (sales, cost, income), as applicable for the property type;
- Coordinate Fixtures and Equipment Appraisers and Business Goodwill Appraisers;
- Reconcile approaches to value;
- Valuation of the part(s) acquired and improvements located within the acquisition area;
- Valuation of the remainder after acquisition;
- Assess and value potential damages and project benefits;
- Prepare written appraisal report;
- Work with the Review Appraiser;
- Prepare the Appraisal Summary Statement; and
- Deliver the completed appraisal report.

After the delivery of the appraisal any review comments will be addressed, and when required, the report will be corrected or expanded to ensure the most reliable document for public scrutiny.

APPRAISAL REVIEW

Appraisers are required to comply with the Uniform Standards of Professional Appraisal Practice (USPAP) when performing appraisals and appraisal reviews. As such, the review appraiser is required to address a number of specific items pertaining to the report under review including the completeness of the report, adequacy and relevance of the data, propriety of the adjustments, form an opinion as to the appropriateness of the appraisal methods and techniques used to complete the appraisal, form an opinion as to whether or not the analyses, opinions, and conclusions are appropriate and reasonable or develop reasons for the disagreements, if any. In addition to USPAP, eminent domain projects with federal and state funding require compliance with various additional regulations and guidelines.

The scope of work for an appraisal review typically includes the following steps:

- Identify the appraiser(s) that conducted the appraisal;
- Become familiar with the subject property and review legals, plats, title reports, environmental reports, and other documents;
- Become familiar with the subject neighborhood and the comparable properties used in the various analyses;
- Check all mathematical calculations made by the appraiser(s);

- Cross-reference narrative descriptions within the report with photographs, maps, and other exhibits (when included in the work under review);
- Review the weighting assigned to the approaches to value used in the appraisal;
- Determine if accepted appraisal principles, techniques, and standards were followed in arriving at property value in accordance with USPAP, California law, and Caltrans, FHWA, and FTA regulations, when applicable;
- Ensure that the appraiser(s) did not overlook any feature that would materially affect the property value;
- Develop an opinion as to the completeness of the material under review, given the review appraiser's scope of work;
- Develop an opinion as to the apparent adequacy and relevance of the data and the propriety of any adjustments to the data, given the review appraiser's scope of work;
- Develop an opinion as to appropriateness of the appraisal methods and techniques used, given the review appraiser's scope of work, and developed reasons for any disagreement;
- Develop an opinion as to whether the analyses, opinions, and conclusions are appropriate and reasonable, and developed the reasons for any disagreement; and
- Form an opinion as to whether the appraisal can be used to establish fair market value for the subject larger parcel and make a recommendation as to whether the appraisers' estimate of fair market value should be used as just compensation for the proposed acquisition.
- Work with the appraiser whose work is under review to address any areas of concern within the appraisal.
- Prepare and deliver the written appraisal review report.

SD Group has the availability to deliver appraisal services to the City on an on-call basis. We have a history of delivering on time and within budget.

RELEVANT PROJECT EXPERIENCE

SD Group has performed over 500 appraisals and reviews since our formation. Below are our current projects/contracts as well as some of our past relevant public agency projects we have worked on within the past several years of being in business.

Client Name: City of Santa Ana, as a sub to Monument
Project Title: Grand Avenue Full Acquisition Appraisals
Location: Santa Ana
Date of Services: 2021
Firm's Role: Subconsultant – Real Estate Appraisal Services
Description of Services: SD Group is providing appraisals for two parcels subject to full acquisition.

In addition to the above, Meredith McDonald, Senior Appraiser at SD Group, previously performed appraisals for multiple City of Santa Ana projects during her tenure at Kiley Company. Projects that Meredith worked on include the Warner Avenue Widening Project, Proposed Homeless Shelter Acquisition, Santa Ana Transit Terminal (SATT), and the San Lorenzo Sewer Pump.

Client Name: LA Metro
Project Title: Real Estate Appraisal Services Bench
Location: Los Angeles County
Date of Services: 5-year contract starting 2020
Firm's Role: Prime Consultant – Real Estate Appraisal Services
Description of Services: SD Group will be providing appraisal and review services for the next 5 years.

Client Name: Orange County Transportation Authority, as a sub to Epic
Project Title: SR-55 Widening Project
Location: Tustin
Date of Services: 2020 to 2021
Firm's Role: Subconsultant – Real Estate Appraisal Services
Description of Services: SD Group recently completed 2 appraisals of industrial buildings subject to complex partial acquisitions, including mitigating parking and a cut and reface of one of the buildings. An additional appraisal for underground utilities within the City of Santa Ana right of way was performed.

In addition to the above, Meredith McDonald appraised multiple properties for OCTA for the SR-55 Widening Project. Property types included industrial buildings, commercial and retail properties, and a portion of the Orange County Flood Control District channel.

Client Name: County of Orange, Office of the County Counsel
Project Title: Multiple Projects
Location: Chino and Silverado Canyon
Date of Services: 2020 to Present
Firm's Role: Prime Consultant – Real Estate Appraisal Review Services

Description of Services: SD Group is currently reviewing 4 appraisals subject to roadway easements and TCE for the Silverado Canyon Road Bridge Replacement Project. SD Group recently completed 5 appraisal reviews of single-family residential property subject to partial acquisition of flowage easements

Client Name: City of San Jacinto, as a sub to OPC and BBK
Project Title: Multiple Projects
Location: San Jacinto
Date of Services: 2018 to Present
Firm's Role: Subconsultant – Real Estate Appraisal Services
Description of Services: SD Group has provided over 10 appraisals of property subject to partial acquisition for the Esplanade Avenue Widening and Shaver Street Signalization Projects.

Client Name: City of Corona, as a sub to BBK
Project Title: McKinley Street Grade Separation Project
Location: Corona
Date of Services: 2020
Firm's Role: Subconsultant – Real Estate Appraisal Services
Description of Services: SD Group provided an appraisal of remnant land subject to full fee acquisition for the Project.

Client Name: San Bernardino County
Project Title: I-10 Cedar Avenue Interchange Improvement
Location: Bloomington
Date of Services: 2020
Firm's Role: Prime Consultant – Real Estate Appraisal Services
Description of Services: SD Group provided 29 appraisals of residential and commercial land subject to partial acquisition of fee and permanent and temporary easements.

Client Name: Riverside County Flood Control and Water Conservation District (RCFCWCD)
Project Title: Multiple Project
Location: Riverside, Palm Springs, Wildomar
Date of Services: 2019 to Present
Firm's Role: Prime Consultant – Real Estate Appraisal Services
Description of Services: SD Group provided 3 appraisals of industrial and commercial land subject to partial acquisition of storm drain easements for the Wildomar MDP Lateral C, Stage 3 Project. SD Group provided 2 appraisals of vacant multi-family residential land and open space land subject to partial acquisition of underground storm drain easements for the Palm Springs MDP Line 4, Stage 4 Project. SD Group has also performed appraisals for private developers impacting flood control facilities and was referred by, and approved to provide private appraisals, by the RCFCWCD.

Client Name: Eastern Municipal Water District (EMWD)
Project Title: Multiple Projects
Location: Temecula, Winchester, Perris, Moreno Valley
Date of Services: 2017 to Present
Firm's Role: Prime Consultant – Real Estate Appraisal Services
Description of Services: SD Group provided 1 appraisal of residential subdivision land subject to partial acquisition for a water line easement for the Dunlap Drive Project. SD Group provided 2 appraisals of vacant multi-family land, one being subject to full acquisition and the other subject to partial acquisition of a sewer easement and temporary construction easement for the Sky Canyon Sewer Project. SD Group provided two appraisals of vacant medium-to-high density residential acreage properties subject to partial acquisition for sewer and access easements for the Pala Lift Station Project. SD Group was recently retained to appraise a full acquisition of a landlocked parcel in Moreno Valley adjacent to one of EMWD's facilities.

Client Name: Los Angeles World Airports (LAWA), as a sub to Nossaman LLP
Project Title: LAX Landside Access Modernization Program
Location: Los Angeles
Date of Services: 2018 to 2019
Firm's Role: Prime Consultant – Real Estate Appraisal Services
Description of Services: SD Group provided 4 reviews of appraisals of an Arco gas station and convenience store property (there were two proposed acquisition scenarios) as well as a Budget rental car facility subject to partial acquisition, which included permanent easement rights, underlying interest in a public alley, and TCE's for roadway, LADWP, and underground storage tank removal purposes.

Client Name: San Bernardino County Transportation Authority (SBCTA), as a sub to OPC
Project Title: SBCTA I-10 Project
Location: Ontario and Montclair
Date of Services: 2018 to 2020
Firm's Role: Subconsultant – Real Estate Appraisal Services
Description of Services: SD Group provided 50 appraisals of single-family and multi-family residential properties subject to partial acquisition for this fast-paced design-build project. Acquisition types included partial fee acquisitions, subsurface anchor wall easements, subsurface drainage easements, underground and overhead public utility easements, and TCE's.

Client Name: City of Glendora
Project Title: Access & Water Line Easements
Location: Glendora
Date of Services: 2018
Firm's Role: Prime Consultant – Real Estate Appraisal Services
Description of Services: SD Group provided one appraisal of a flood control channel property subject to partial acquisition for water line and access easements over land improved with a flood control channel.

Client Name: California High Speed Rail Authority (CHSRA), as a sub to Continental Field Service
Project Title: California High Speed Rail Project
Location: Central Valley
Date of Services: 2015 to Present
Firm's Role: Subconsultant – Real Estate Appraisal Services
Description of Services: SD Group is providing ongoing reviews of various property types subject to partial acquisition for include full and partial fee, permanent roadway and railroad corridor easements, public utility easements, and TCE's. Christie has completed over 100 reviews for the project between her tenure at HDR and SD Group. Lance has completed over 100 appraisals through The Doré Group.

Client Name: San Bernardino County Transportation Authority (SBCTA), as a sub to HDR
Project Title: Redlands Passenger Rail Project
Location: Redlands and San Bernardino
Date of Services: 2017 to 2018
Firm's Role: Subconsultant – Real Estate Appraisal Services
Description of Services: SD Group provided 14 appraisals of commercial and industrial properties subject to partial acquisition for the 9-mile passenger rail project. Rights appraised included railroad corridor easements, public utility easements, and TCE's.

Client Name: City of Palmdale, as a sub to Epic Land Solutions
Project Title: Avenue R Widening Project
Location: Palmdale
Date of Services: 2017
Firm's Role: Subconsultant – Real Estate Appraisal Services
Description of Services: SD Group provided 42 appraisals of various property types subject to partial acquisition for a road widening project as part of the Safe Routes to School Program.

REFERENCES

CLIENT REFERENCE NO. 1	
Item	Vendor Response
Name	OCTA Real Property Department, as a sub to Monument
Contact Name	Daniela Borbe, Program Manager at Monument
Contact Telephone Number	562-755-4297
Contact Email Address	dborbe@monumentrow.com
Rationale for Inclusion as a Reference	<p>Existing SD Group client since 2020 and professional associate for over 10 years – SD Group provided appraisals of two high-profile industrial properties subject to complex partial acquisition, including mitigating parking losses and a cut and reface of one of the buildings for the SR-55 Widening Project. There were multiple overlapping existing and proposed easements. Christie worked close with Daniela as part of OCTA's Real Property Department, engineers, legal counsel, and other outside consultants to appropriately value the proposed impacts.</p> <p>An additional reference for this project is Gary Weisberg, Director at Woodruff, Spradlin & Smart and General Counsel to OCTA. 714-415-1065, gweisberg@wss-law.com</p>

CLIENT REFERENCE NO. 2	
Item	Vendor Response
Name	County of San Bernardino
Contact Name	Nancy Summers, SR/WA, MAI, PMP, Real Property Agent
Contact Telephone Number	909-228-8323
Contact Email Address	nancysummers.home@gmail.com
Rationale for Inclusion as a Reference	<p>Existing SD Group client since 2017 and professional associate for over 10 years – SD Group has provided approximately 35 appraisals for the County, including a school and fire station for disposition as well as single- and multi-family properties, mobile home parks, and various commercial properties subject to partial acquisition for the I-10 Cedar Avenue Interchange Project.</p>

CLIENT REFERENCE NO. 3	
Item	Vendor Response
Name	City of Menifee
Contact Name	Gina Gonzalez, MA, Economic Development Manager
Contact Telephone Number	951-672-6777
Contact Email Address	ggonzalez@cityofmenifee.us
Rationale for Inclusion as a Reference	<p>Existing SD Group client since 2017 – SD Group provided appraisals for all 5 of the City's fire stations as well as vacant land for the proposed City Hall at the Menifee Town Center for internal asset valuation purposes. Most recently, SD Group completed an appraisal of commercial land for voluntary acquisition purposes.</p>

CLIENT REFERENCE NO. 4	
Item	Vendor Response
Name	City of Pomona
Contact Name	Kirk Pelser, Deputy City Manager
Contact Telephone Number	909-620-2363
Contact Email Address	kirk_pelser@ci.pomona.ca.us
Rationale for Inclusion as a Reference	<p>Existing SD Group client since 2017, HDR teaming relationship from 2012-2014, and professional associate since 2012 – SD Group has provided appraisals to the City for internal asset valuation, acquisition, and disposition purposes. Christie worked with Mr. Pelser on the SR-91 CIP Project before his tenure at the City and while Christie was employed with HDR.</p>

2. SCOPE OF SERVICES AND SCHEDULE

SCOPE OF SERVICES AND SCHEDULE

SD Group has the availability to deliver appraisals and appraisal reviews to the City in a timely manner. Appraisal assignments are typically completed within 45 to 60 days after notice to proceed (NTP) and receipt of all pertinent project and parcel information. Reviews are typically completed within 7 to 10 days. The steps necessary to complete and appraisal and appraisal review were previously provided in the Understanding of Need and Proposed Method to Accomplish Work section. Our proposed schedule for a typical right of way appraisal is as follows:

- **Day 1** – NTP and receipt of Preliminary Title Reports (PTR) and other relevant documents;
- **Day 2** – Send out Notice of Decision to Appraise (NODA) letters;
- **Days 3-23** – Research subject properties (parcel size, existing land use/zoning, other pertinent factors), identify the appraisal problem, review PTRs and other reports/documents, research neighborhood and market data, perform detailed highest and best use analyses, and select, analyze, and verify comparables;
- **Days 23-25** – Property inspections and comparables inspections;
- **Days 26-40** – Valuations via applicable approaches (sales, cost, income);
- **Day 41** – Reconcile the approaches used;
- **Days 41-45** – Type the narrative appraisal reports; and
- **Days 45-60** – Deliver the draft appraisal reports.

We understand the description and scope of work outlined in the RFP Attachment 1, under Property Appraisal Services, and will meet all requirements. All work will be under the oversight of Christie, the Project Manager for this contract. Additionally, Lance will review and sign all reports requiring an MAI signature. We have Quality Assurance/Quality Control (QA/QC) plan in place for each assignment that is tailored to the specific needs of each client and project.

APPRAISAL METHODOLOGY AND PROCESS

Property will be appraised via one or more of the three traditional approaches to value (cost, sales, and income capitalization), depending on the highest and best use and the quality and quantity of data available for analysis.

The cost approach is a breakdown of property into land and building components. It assumes that an informed buyer would pay no more for a property than the cost of acquiring land and reproducing improvements of similar utility, less the amount of any depreciation. This approach is most applicable when improvements are relatively new and represent the highest and best use of the land, or in the case of special-use properties, for which there are few comparable sales.

The sales comparison approach is the comparison of similar properties, that recently sold or are currently listed for sale, to the subject property. It assumes that an informed buyer would pay no more for a property than the cost of acquiring a substitute property of similar utility and desirability. This approach is most applicable when there are sufficient recent and reliable transactions of similar properties. It is most often relied upon in the valuation of owner-user properties.

The income capitalization approach reflects the present value of the future benefits of property ownership. It converts a property's net operating income into a lump-sum value via capitalization. The two methods of income capitalization are direct capitalization and yield capitalization (via a discounted cash flow analysis), with one or both applied, as applicable to the property being appraised. This approach is most applicable for income-producing properties.

Reconciliation of the appropriate approaches to value is the final analytical step in the valuation process. The relative dependability and applicability of each approach to value is each is evaluated to derive a value conclusion for the subject property.

RESOURCES TO BE UTILIZED

SD Group has the latest in-house hardware (laptops, monitors, printers, scanners) and software (Narrative1, Microsoft Office Suite, Adobe Acrobat Pro, Google Earth Pro, DeLorme), as well as subscriptions to professional market data (RealQuest, NiteOwl Pro, MLS, CoStar, LoopNet) for searching property information, records, deeds, and sale/rent comparables. We keep primarily electronic files stored on a server that is backed up regularly. We have an extensive database of market data, trends, and comparable data from previous projects to pull from, when relevant to the current appraisal assignment. We are fully equipped to handle the City's appraisal assignment.

4. CERTIFICATIONS

Appendix
ATTACHMENT 3-1: NON-COLLUSION AFFIDAVIT
CERTIFICATIONS

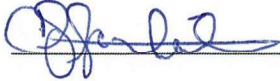
NON-COLLUSION AFFIDAVIT
(Title 23 United States Code Section 112 and
Public Contract Code Section 7106)

To the CITY OF SANTA ANA DEPARTMENT OF PUBLIC WORKS

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

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

Signed _____



State of California

County of _____

Subscribed and sworn to (or affirmed) before me on this _____ day of _____, 20____, by _____, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Notary Public Signature

*See attached for Notary 9/15/12
JTB, N.P.*

Notary Public Seal

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

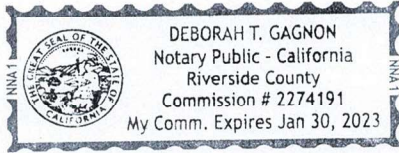
County of Riverside

Subscribed and sworn to (or affirmed) before me on

this 75th day of Sept, 2021, by
Date Month Year

(1) CHRISTINE S. SANTOLUCITO

(and (2) _____),
Name(s) of Signer(s)



proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature Deborah T. Gagnon
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Non-Collusion Affidavit city of Santolucito

Document Date: 9/15/21 Number of Pages: 1

Signer(s) Other Than Named Above: NA

Appendix
ATTACHMENT 3-2: NON-LOBBYING CERTIFICATION
CERTIFICATIONS

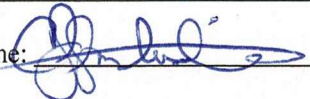
The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

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

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

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

Firm Santolucito Doré Group, Inc.

Signed and Printed Name:  Christine S. Santolucito

Title President

Date 9/15/2021

Appendix
ATTACHMENT 3-3: NON-DISCRIMINATION CERTIFICATION
CERTIFICATIONS

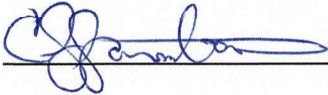
The undersigned consultant or corporate officer, during the performance of this contract, certifies as follows:

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

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

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

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

Signed:  _____
Title: President
Firm: Santolucito Doré Group, Inc.
Date: 9/15/2021



SANTOLUCITO DORÉ
GROUP, INC.
REAL ESTATE SERVICES

FEE PROPOSAL

PROPOSAL FOR ON-CALL PROPERTY APPRAISAL SERVICES
September 15, 2021 • 4:00 pm



PREPARED FOR:

**City of Santa Ana
Public Works Agency; M-36
20 Civic Center Plaza
Ross Annex
Santa Ana, CA 92701**

PREPARED BY:

**Santolucito Doré Group, Inc.
31600 Railroad Canyon Road
Suite 100-L
Canyon Lake, CA 92587**

3. FEE PROPOSAL

FEE PROPOSAL

Appraisals are typically bid on a lump sum per subject property basis, depending on the type of property and complexity of the appraisal problem. Other types of appraisal services are typically billed on an hourly rate basis. SD Group's fee for the appraisals of the sample properties referenced in the RFP and our hourly rates for any additional services requested are provided below. Our method of appraisal, research, applicable tasks, and proposed schedule are included in the body of the technical proposal and included following our fee proposal as well. All appraisal and appraisal review reports will be prepared in narrative format to be utilized for condemnation purposes. They will comply with USPAP, the Caltrans Right of Way Manual, the Uniform Act, and California Eminent Domain law.

REAL ESTATE APPRAISAL REPORT FEES

- **Appraisal of 1224 East Warner Avenue (Cherry Aerospace Park Partial Acquisition)**
 - M1 Light Industrial property, 15.45-acre site, approximate 270,000 square foot building (the building size was not provided on public records and was taken from Google Earth measurements for this proposal)
 - The acquisition of 10 feet from the back of sidewalk does not appear that it would impact the building improvements, any business operations, or parking
 - It appears a land only appraisal with compensation for site improvements (including, but not limited to: grass, bushes, several trees, a flagpole, and brick planter, as well as a monument sign that may need to be acquired, then relocated further back on the site)
 - An analysis of the value of the whole after acquisition will be made to determine if damages exist due to the partial acquisition
 - The fee for this type of appraisal would be approximately **\$4,000** for one appraisal with a **turn around time of 45-60 days**, from notice to proceed and receipt of all pertinent project and parcel information including the preliminary title report and any other necessary documents (provided by the City), with discounts given when receiving multiple parcels/appraisals of similar property types
- **Appraisal of 2246 South Evergreen Street (Residential Full Acquisition)**
 - R1 Single Family Residential property, 7,835 square foot site, 931 square foot residence, built in 1952
 - The acquisition of the entire property in full fee
 - The fee for this type of appraisal would be approximately **\$2,500** for one appraisal with a **turn-around time of 30-45 days**, from notice to proceed and receipt of all pertinent project and parcel information including the preliminary title report and any other necessary documents (provided by the City), with discounts given when receiving multiple parcels/appraisals of similar property types

HOURLY RATES

- Principal - \$250-350 per hour for valuation and consultation
- Principal - \$350-\$450 per hour for litigation support/depositions/court appearances
- Senior - \$150 per hour for valuation and consultation
- Administrative/Research - \$75-\$100 per hour for valuation support

Our fees for the written narrative appraisal reports include site inspections with each property owner and meetings at the City, as required. We will provide condemnation support, as necessary, billed on an hourly basis. Draft electronic versions of the appraisal reports will be delivered for review and final electronic and hard copies, when requested, will be delivered to the client upon approval from the review appraiser. There are no additional document or historical retrieval costs anticipated. Travel and material costs are included in our total fee for this assignment.

UNDERSTANDING OF NEED AND PROPOSED METHOD TO ACCOMPLISH WORK

SD Group looks forward to tailoring specific processes to comply with the City's policies, procedures, and preferences. SD Group prides itself on its ability to complete complex projects on schedule and within budget. Christie and Lance have years of experience coordinating with various agencies and will strategize and coordinate each project thoroughly from the beginning to deliver high quality outstanding appraisal services. Christie and Lance will work closely with the City's Project Managers and staff to discover ways to provide assistance, offer recommendations whenever challenges are presented, and will seek feedback pertaining to progress and satisfaction with SD Group's performance.

Appraisal is unique to each property and all recognized appraisal methodologies are completed with the highest level of quality. The following section describes our general work plan for completing the various appraisal and appraisal review assignments.

APPRAISAL

The purpose of an appraisal report is to produce a document that can be used by the City in negotiations for acquisition or disposition of property. The typical scope of work for an appraisal includes, but is not necessarily limited to, the following steps:

Detailed Inspection of the Property

The acquisition process begins when the appraiser sends out the Notice of Intent to Appraise letters to impacted property owners (for acquisitions). The appraiser will invite the property owner to be present for the onsite inspection. Additionally, City staff, other consultants/experts involved in the project, and, if applicable, the acquisition agent, are encouraged to attend the inspection as well. A complete understanding of the larger parcel, the subject property and overall impacts are a critical step in the appraisal process.

Complete Highest and Best Use Analysis

The cornerstone of the appraisal process is a detailed highest and best use of the property as vacant and as improved, which will be performed to isolate any valuation issues that arise after a detailed analysis of the legal, physical, and financial aspects of the property. This is the essential basis for the valuation analysis and ultimately the just compensation. The last critical stage is to determine the highest and best use of the remainder. Issues that may arise from this final test is uneconomic remainders, determination of underlying fees, or additional considerations for partial acquisitions and easements. This ultimately determines factors that may result in severance damages.

Research Market Data of the Neighborhood, Subject Property, and Comparable Sales

After the determination of the highest and best use, the comparables are selected with similar highest and best uses. When identifying sales of comparable properties, market research will include discussions with appropriate real estate professionals and governmental agencies. All sales data utilized in an appraisal report will be confirmed with a party to those transactions, whenever possible. Details of the comparables are presented to fully disclose all issues for adjustments applicable to the valuation of the subject.

Write a Narrative Appraisal Report

The type of appraisal report utilized will be determined on a parcel-by-parcel basis. This determination will be made after analyzing the particular assignment and interests to be acquired, i.e., fee, easement, etc. A narrative appraisal report is typically used for public agency/eminant domain purposes. The appraiser may also be required to complete an Appraisal Summary Statement at the request of the City. Typical steps in the appraisal process are listed below:

- Identify the larger parcel and the appraisal problem;
- Obtain and review legals, plats, title reports, environmental reports, and other documents (provided by the City);
- Send out Notice of Intent to Appraise letter;
- Gather market data;
- Perform property inspection;
- Meet with project designer and others to address property impacts;
- Perform a detailed highest and best use analysis;
- Analyze and inspect comparables;
- Valuation via the three approaches to value (sales, cost, income), as applicable for the property type;
- Coordinate with Fixtures and Equipment Appraisers and Business Goodwill Appraisers;
- Reconcile approaches to value;
- Valuation of the part(s) acquired and improvements located within the acquisition area;
- Valuation of the remainder after acquisition;
- Assess and value potential damages and project benefits;
- Prepare written appraisal report;
- Work with the Review Appraiser;
- Prepare the Appraisal Summary Statement; and
- Deliver the completed appraisal report.

After the delivery of the appraisal any review comments will be addressed, and when required, the report will be corrected or expanded to ensure the most reliable document for public scrutiny.

APPRAISAL REVIEW

Appraisers are required to comply with the Uniform Standards of Professional Appraisal Practice (USPAP) when performing appraisals and appraisal reviews. As such, the review appraiser is required to address a number of specific items pertaining to the report under review including the completeness of the report, adequacy and relevance of the data, propriety of the adjustments, form an opinion as to the appropriateness of the appraisal methods and techniques used to complete the appraisal, form an opinion as to whether or not the analyses, opinions, and conclusions are appropriate and reasonable or develop reasons for the disagreements, if any. In addition to USPAP, eminent domain projects with federal and state funding require compliance with various additional regulations and guidelines.

The scope of work for an appraisal review typically includes the following steps:

- Identify the appraiser(s) that conducted the appraisal;
- Become familiar with the subject property and review legals, plats, title reports, environmental reports, and other documents;

- Become familiar with the subject neighborhood and the comparable properties used in the various analyses;
- Check all mathematical calculations made by the appraiser(s);
- Cross-reference narrative descriptions within the report with photographs, maps, and other exhibits (when included in the work under review);
- Review the weighting assigned to the approaches to value used in the appraisal;
- Determine if accepted appraisal principles, techniques, and standards were followed in arriving at property value in accordance with USPAP, California law, and Caltrans, FHWA, and FTA regulations, when applicable;
- Ensure that the appraiser(s) did not overlook any feature that would materially affect the property value;
- Develop an opinion as to the completeness of the material under review, given the review appraiser's scope of work;
- Develop an opinion as to the apparent adequacy and relevance of the data and the propriety of any adjustments to the data, given the review appraiser's scope of work;
- Develop an opinion as to appropriateness of the appraisal methods and techniques used, given the review appraiser's scope of work, and developed reasons for any disagreement;
- Develop an opinion as to whether the analyses, opinions, and conclusions are appropriate and reasonable, and developed the reasons for any disagreement; and
- Form an opinion as to whether the appraisal can be used to establish fair market value for the subject larger parcel and make a recommendation as to whether the appraisers' estimate of fair market value should be used as just compensation for the proposed acquisition.
- Work with the appraiser whose work is under review to address any areas of concern within the appraisal.
- Prepare and deliver the written appraisal review report.

SD Group has the availability to deliver appraisal services to the City on an on-call basis. We have a history of delivering on time and within budget.

SCOPE OF SERVICES AND SCHEDULE

SD Group has the availability to deliver appraisals and appraisal reviews to the City in a timely manner. Appraisal assignments are typically completed within 45 to 60 days after notice to proceed (NTP) and receipt of all pertinent project and parcel information. Reviews are typically completed within 7 to 10 days. The steps necessary to complete and appraisal and appraisal review were previously provided in the Understanding of Need and Proposed Method to Accomplish Work section. Our proposed schedule for a typical right of way appraisal is as follows:

- **Day 1** – NTP and receipt of Preliminary Title Reports (PTR) and other relevant documents;
- **Day 2** – Send out Notice of Decision to Appraise (NODA) letters;
- **Days 3-23** – Research subject properties (parcel size, existing land use/zoning, other pertinent factors), identify the appraisal problem, review PTRs and other reports/documents, research neighborhood and market data, perform detailed highest and best use analyses, and select, analyze, and verify comparables;
- **Days 23-25** – Property inspections and comparables inspections;
- **Days 26-40** – Valuations via applicable approaches (sales, cost, income);
- **Day 41** – Reconcile the approaches used;
- **Days 41-45** – Type the narrative appraisal reports; and
- **Days 45-60** – Deliver the draft appraisal reports.

We understand the description and scope of work outlined in the RFP Attachment 1, under Property Appraisal Services, and will meet all requirements. All work will be under the oversight of Christie, the Project Manager for this contract. Additionally, Lance will review and sign all reports requiring an MAI signature. We have Quality Assurance/Quality Control (QA/QC) plan in place for each assignment that is tailored to the specific needs of each client and project.

APPRAISAL METHODOLOGY AND PROCESS

Property will be appraised via one or more of the three traditional approaches to value (cost, sales, and income capitalization), depending on the highest and best use and the quality and quantity of data available for analysis.

The cost approach is a breakdown of property into land and building components. It assumes that an informed buyer would pay no more for a property than the cost of acquiring land and reproducing improvements of similar utility, less the amount of any depreciation. This approach is most applicable when improvements are relatively new and represent the highest and best use of the land, or in the case of special-use properties, for which there are few comparable sales.

The sales comparison approach is the comparison of similar properties, that recently sold or are currently listed for sale, to the subject property. It assumes that an informed buyer would pay no more for a property than the cost of acquiring a substitute property of similar utility and desirability. This approach is most applicable when there are sufficient recent and reliable transactions of similar properties. It is most often relied upon in the valuation of owner-user properties.

The income capitalization approach reflects the present value of the future benefits of property ownership. It converts a property's net operating income into a lump-sum value via capitalization. The two methods of income capitalization are direct capitalization and yield capitalization (via a discounted cash flow analysis), with one or both applied, as applicable to the property being appraised. This approach is most applicable for income-producing properties.

Reconciliation of the appropriate approaches to value is the final analytical step in the valuation process. The relative dependability and applicability of each approach to value is each is evaluated to derive a value conclusion for the subject property.

RESOURCES TO BE UTILIZED

SD Group has the latest in-house hardware (laptops, monitors, printers, scanners) and software (Narrative1, Microsoft Office Suite, Adobe Acrobat Pro, Google Earth Pro, DeLorme), as well as subscriptions to professional market data (RealQuest, NiteOwl Pro, MLS, CoStar, LoopNet) for searching property information, records, deeds, and sale/rent comparables. We keep primarily electronic files stored on a server that is backed up regularly. We have an extensive database of market data, trends, and comparable data from previous projects to pull from, when relevant to the current appraisal assignment. We are fully equipped to handle the City's appraisal assignment.

**Appendix
ATTACHMENT 4
CALTRANS ATTACHMENTS**

Please see below.

EXHIBIT 10-H2 COST PROPOSAL Page 1 of 3

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)

(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-ups are Not Allowed

Consultant Santolucito Dore Group, Inc. Prime Consultant Subconsultant 2nd Tier Subconsultant

Project No. TBD Contract No. TBD Participation Amount \$ Up to \$149,000 Date 11/9/2021

For Combined Rate	Fringe Benefit % + General & Administrative %	=	Combined ICR 110.00%
OR			
For Home Office Rate	Fringe Benefit % + General & Administrative %	=	Home Office ICR%
For Field Office Rate	Fringe Benefit % + General & Administrative %	=	Field Office ICR%

Fee	=	10%
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BILLING INFORMATION				CALCULATION INFORMATION				
Name/Job Title/Classification	Hourly Billing Rates			Effective Date of Hourly Rate		Actual or Avg. Hourly Rate	% or \$ Increase	Hourly Range for Classifications Only
	Straight	OT(1.5x)	OT(2x)	From	To			
Christine Santolucito, R/W-AC* Principal Appraiser <i>For valuation and consultation (1)</i>	\$250	N/A	N/A	11/9/2021	12/31/2022	108.22	--	N/A
	\$350	N/A	N/A	1/1/2023	12/31/2023	151.50	3.0%	N/A
	\$360	N/A	N/A	1/1/2024	12/31/2024	156.05	3.0%	N/A
	\$371	N/A	N/A	1/1/2025	12/31/2025	160.73	3.0%	N/A
	\$382	N/A	N/A	1/1/2026	12/31/2026	165.55	3.0%	N/A
Christine Santolucito, R/W-AC* Principal Appraiser <i>For litigation support / depositions / court appearances (1)</i>	\$350	N/A	N/A	11/9/2021	12/31/2022	151.50	--	N/A
	\$450	N/A	N/A	1/1/2023	12/31/2023	195.00	3.0%	N/A
	\$464	N/A	N/A	1/1/2024	12/31/2024	200.85	3.0%	N/A
	\$478	N/A	N/A	1/1/2025	12/31/2025	206.88	3.0%	N/A
	\$492	N/A	N/A	1/1/2026	12/31/2026	213.08	3.0%	N/A

Lance Doré, MAI, FRICS*	\$350	N/A	N/A	11/9/2021	12/31/2022	151.50	--	N/A
Principal Appraiser	\$360	N/A	N/A	1/1/2023	12/31/2023	156.05	3.0%	N/A
<i>For valuation and consultation</i>	\$371	N/A	N/A	1/1/2024	12/31/2024	160.73	3.0%	N/A
	\$382	N/A	N/A	1/1/2025	12/31/2025	165.55	3.0%	N/A
	\$394	N/A	N/A	1/1/2026	12/31/2026	170.51	3.0%	N/A
Lance Doré, MAI, FRICS*	\$450	N/A	N/A	11/9/2021	12/31/2022	195.00	--	N/A
Principal Appraiser	\$464	N/A	N/A	1/1/2023	12/31/2023	200.85	3.0%	N/A
<i>For litigation support / depositions</i>	\$478	N/A	N/A	1/1/2024	12/31/2024	206.88	3.0%	N/A
<i>/ court appearances</i>	\$492	N/A	N/A	1/1/2025	12/31/2025	213.08	3.0%	N/A
	\$507	N/A	N/A	1/1/2026	12/31/2026	219.47	3.0%	N/A
Meredith McDonald	\$150	N/A	N/A	11/9/2021	12/31/2022	65.00	--	N/A
Senior Appraiser	\$155	N/A	N/A	1/1/2023	12/31/2023	66.95	3.0%	N/A
	\$159	N/A	N/A	1/1/2024	12/31/2024	68.96	3.0%	N/A
	\$164	N/A	N/A	1/1/2025	12/31/2025	71.03	3.0%	N/A
	\$169	N/A	N/A	1/1/2026	12/31/2026	73.16	3.0%	N/A
Mark Demkiw	\$150	N/A	N/A	11/9/2021	12/31/2022	65.00	--	N/A
Senior Appraiser	\$155	N/A	N/A	1/1/2023	12/31/2023	66.95	3.0%	N/A
	\$159	N/A	N/A	1/1/2024	12/31/2024	68.96	3.0%	N/A
	\$164	N/A	N/A	1/1/2025	12/31/2025	71.03	3.0%	N/A
	\$169	N/A	N/A	1/1/2026	12/31/2026	73.16	3.0%	N/A
Matthew Sunderland	\$150	N/A	N/A	11/9/2021	12/31/2022	65.00	--	N/A
Senior Appraiser	\$155	N/A	N/A	1/1/2023	12/31/2023	66.95	3.0%	N/A
	\$159	N/A	N/A	1/1/2024	12/31/2024	68.96	3.0%	N/A
	\$164	N/A	N/A	1/1/2025	12/31/2025	71.03	3.0%	N/A
	\$169	N/A	N/A	1/1/2026	12/31/2026	73.16	3.0%	N/A
Paul Kim	\$150	N/A	N/A	11/9/2021	12/31/2022	65.00	--	N/A
Senior Appraiser	\$155	N/A	N/A	1/1/2023	12/31/2023	66.95	3.0%	N/A
	\$159	N/A	N/A	1/1/2024	12/31/2024	68.96	3.0%	N/A
	\$164	N/A	N/A	1/1/2025	12/31/2025	71.03	3.0%	N/A
	\$169	N/A	N/A	1/1/2026	12/31/2026	73.16	3.0%	N/A
Noble Tucker	\$100	N/A	N/A	11/9/2021	12/31/2022	43.50	--	N/A
Trainee Appraiser	\$103	N/A	N/A	1/1/2023	12/31/2023	44.81	3.0%	N/A
	\$107	N/A	N/A	1/1/2024	12/31/2024	46.15	3.0%	N/A

	\$110	N/A	N/A	1/1/2025	12/31/2025	47.53	3.0%	N/A
	\$113	N/A	N/A	1/1/2026	12/31/2026	48.96	3.0%	N/A
Sky Sylvester Admin/Researcher	\$51	N/A	N/A	11/9/2021	12/31/2022	22.00	--	N/A
	\$52	N/A	N/A	1/1/2023	12/31/2023	22.66	3.0%	N/A
	\$54	N/A	N/A	1/1/2024	12/31/2024	23.34	3.0%	N/A
	\$56	N/A	N/A	1/1/2025	12/31/2025	24.04	3.0%	N/A
	\$57	N/A	N/A	1/1/2026	12/31/2026	24.76	3.0%	N/A
Senior Appraiser	\$150	N/A	N/A	11/9/2021	12/31/2022	65.00	--	\$60.00 - \$80.00
	\$155	N/A	N/A	1/1/2023	12/31/2023	66.95	3.0%	
	\$159	N/A	N/A	1/1/2024	12/31/2024	68.96	3.0%	
	\$164	N/A	N/A	1/1/2025	12/31/2025	71.03	3.0%	
	\$169	N/A	N/A	1/1/2026	12/31/2026	73.16	3.0%	
Trainee Appraiser / Analyst	\$100	N/A	N/A	11/9/2021	12/31/2022	43.50	--	\$25.00 - \$50.00
	\$103	N/A	N/A	1/1/2023	12/31/2023	44.81	3.0%	
	\$107	N/A	N/A	1/1/2024	12/31/2024	46.15	3.0%	
	\$110	N/A	N/A	1/1/2025	12/31/2025	47.53	3.0%	
	\$113	N/A	N/A	1/1/2026	12/31/2026	48.96	3.0%	
Administrative/Researcher	\$51	N/A	N/A	11/9/2021	12/31/2022	22.00	--	\$16.00 - \$25.00
	\$52	N/A	N/A	1/1/2023	12/31/2023	22.66	3.0%	
	\$54	N/A	N/A	1/1/2024	12/31/2024	23.34	3.0%	
	\$56	N/A	N/A	1/1/2025	12/31/2025	24.04	3.0%	
	\$57	N/A	N/A	1/1/2026	12/31/2026	24.76	3.0%	

* Key Personnel

(1) Christine's rate jumps 1/1/2023 upon completion of her MAI designation.

(Add pages as necessary)

NOTES:

1. 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.
2. The cost proposal format shall not be amended.
3. Billing rate = actual hourly rate * (1+ ICR) * (1+ Fee). Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans. All costs must comply with the Federal cost principles for reimbursement.
4. For named employees and key personnel enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Consultant Santolucito Dore Group, Inc. Prime Consultant Subconsultant

Project No. TBD Contract No. TBD Date 11/9/2021

SCHEDULE OF OTHER DIRECT COST ITEMS (Add additional pages as necessary)				
Description of Item	Quantity	Unit	Unit Cost	Total
Mileage Costs	N/A		\$	\$
Equipment Rental and Supplies	N/A		\$	\$
Permit Fees	N/A		\$	\$
Plan Sheets	N/A		\$	\$
Test	N/A		\$	\$
Vehicle	N/A		\$	\$
Subconsultant 1: N/A				\$
Subconsultant 2: N/A				\$
Subconsultant 3: N/A				\$
Subconsultant 4: N/A				\$
Subconsultant 5: N/A				\$

Note: Add additional pages if necessary.

NOTES:

1. List other direct cost items with estimated costs. These costs should be competitive in their respective industries and supported with appropriate documentation.
2. Proposed ODC items should be consistently billed regardless of client and contract type.
3. Items when incurred for the same purpose, in like circumstance, should not be included in any indirect cost pool or in the overhead rate.
4. Items such as special tooling, will be reimbursed at actual cost with supporting documentation (invoice).
5. Items listed above that would be considered "tools of the trade" are not reimbursable as other direct cost.
6. Travel related costs should be pre-approved by the contracting agency and shall not exceed current State Department of Personnel Administration rules.
7. If mileage is claimed, the rate should be properly supported by the consultant's calculation of their actual costs for company vehicles. In addition, the miles claimed should be supported by mileage logs.
8. If a consultant proposes rental costs for a vehicle, the company must demonstrate that this is its standard procedure for all of their contracts and that they do not own any vehicles that could be used for the same purpose.
9. The cost proposal format shall not be amended. All costs must comply with the Federal cost principles.
10. Add additional pages if necessary.
11. Subconsultants must provide their own cost proposals.

EXHIBIT 10-H2 COST PROPOSAL Page 3 of 3

Certification of Direct Costs:

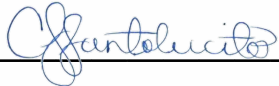
I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

- 7. Generally Accepted Accounting Principles (GAAP)
- 8. Terms and conditions of the contract
- 9. [Title 23 United States Code Section 112](#) - Letting of Contracts
- 10. [48 Code of Federal Regulations Part 31](#) - Contract Cost Principles and Procedures
- 11. [23 Code of Federal Regulations Part 172](#) - Procurement, Management, and Administration of Engineering and Design Related Service
- 12. [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.

Prime Consultant or Subconsultant Certifying:

Name: Christine S. Santolucito Title*: President

Signature:  Date of Certification (mm/dd/yyyy): 11/9/2021

Email: christie@sdgroupinc.com Phone Number: 951-225-3500 x 101

Address: 31600 Railroad Canyon Road, Suite 100-L, Canyon Lake, CA 92587

* 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:

On-Call Property Appraisal Services

Our work for the City of Santa Ana's on-call contract will be billed on a lump sum per appraisal basis. It is recommended that our firm is included as a Vendor or Other Direct Cost (ODC) for any projects associated with the on-call contract.

EXHIBIT 10-I NOTICE TO PROPOSERS DBE INFORMATION

(Federally funded projects only)

The Agency has established a DBE goal for this Contract of 0.00%

TBD

1. TERMS AS USED IN THIS DOCUMENT

- The term “Disadvantaged Business Enterprise” or “DBE” means a for-profit small business concern owned and controlled by a socially and economically disadvantaged person(s) as defined in Title 49, Code of Federal Regulations (CFR), Part 26.5.
- The term “Agreement” also means “Contract.”
- Agency also means the local entity entering into this contract with the Contractor or Consultant.
- The term “Small Business” or “SB” is as defined in 49 CFR 26.65.

2. AUTHORITY AND RESPONSIBILITY

- A. DBEs and other small businesses are strongly encouraged to participate in the performance of Contracts financed in whole or in part with federal funds (See 49 CFR 26, “Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs”). The Consultant must ensure that DBEs and other small businesses have the opportunity to participate in the performance of the work that is the subject of this solicitation and should take all necessary and reasonable steps for this assurance. The proposer must not discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontracts.
- B. Proposers are encouraged to use services offered by financial institutions owned and controlled by DBEs.

3. SUBMISSION OF DBE INFORMATION

If there is a DBE goal on the contract, Exhibit 10-O1 *Consultant Proposal DBE Commitment* must be included in the Proposal. In order for a proposer to be considered responsible and responsive, the proposer must make good faith efforts to meet the goal established for the contract. If the goal is not met, the proposer must document adequate good faith efforts. All DBE participation will be counted towards [meeting](#) the contract goal; therefore, all DBE participation shall be collected and reported.

Exhibit 10-O2 *Consultant Contract DBE Information* must be included in [best qualified consultant’s executed consultant contract](#). Even if no DBE participation will be reported, the successful proposer must execute and return the form.

4. DBE PARTICIPATION GENERAL INFORMATION

It is the proposer’s responsibility to be fully informed regarding the requirements of 49 CFR, Part 26, and the Department’s DBE program developed pursuant to the regulations. Particular attention is directed to the following:

- A. A DBE must be a small business firm defined pursuant to 13 CFR 121 and be certified through the California Unified Certification Program (CUCP).
- B. A certified DBE may participate as a prime consultant, subconsultant, joint venture partner, as a vendor of material or supplies, or as a trucking company.
- C. A DBE proposer not proposing as a joint venture with a non-DBE, will be required to document one or a combination of the following:
 1. The proposer is a DBE and will meet the goal by performing work with its own forces.
 2. The proposer will meet the goal through work performed by DBE subconsultants, suppliers or trucking companies.
 3. The proposer, prior to proposing, made adequate good faith efforts to meet the goal.

- D. A DBE joint venture partner must be responsible for specific contract items of work or clearly defined portions thereof. Responsibility means actually performing, managing, and supervising the work with its own forces. The DBE joint venture partner must share in the capital contribution, control, management, risks and profits of the joint venture commensurate with its ownership interest.
- E. A DBE must perform a commercially useful function pursuant to 49 CFR 26.55, that is, a DBE firm must be responsible for the execution of a distinct element of the work and must carry out its responsibility by actually performing, managing and supervising the work.
- F. The proposer shall list only one subconsultant for each portion of work as defined in their proposal and all DBE subconsultants should be listed in the bid/cost proposal list of subconsultants.
- G. A prime consultant who is a certified DBE is eligible to claim all of the work in the Contract toward the DBE participation except that portion of the work to be performed by non-DBE subconsultants.

5. RESOURCES

- A. The CUCP database includes the certified DBEs from all certifying agencies participating in the CUCP. If you believe a firm is certified that cannot be located on the database, please contact the Caltrans Office of Certification toll free number 1-866-810-6346 for assistance.
- B. Access the CUCP database from the Department of Transportation, Office of Civil Rights [website](#)
 - 1. Click on the link titled Disadvantaged Business Enterprise;
 - 2. Click on Search for a DBE Firm link;
 - 3. Click on [Access to the DBE Query Form](#) located on the first line in the center of the page.

Searches can be performed by one or more criteria. Follow instructions on the screen.

6. MATERIALS OR SUPPLIES PURCHASED FROM DBES COUNT TOWARDS THE DBE GOAL UNDER THE FOLLOWING CONDITIONS:

- A. If the materials or supplies are obtained from a DBE manufacturer, count 100 percent of the cost of the materials or supplies. A DBE manufacturer is a firm that operates or maintains a factory, or establishment that produces on the premises the materials, supplies, articles, or equipment required under the Contract and of the general character described by the specifications.
- B. If the materials or supplies purchased from a DBE regular dealer, count 60 percent of the cost of the materials or supplies. A DBE regular dealer is a firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the Contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a DBE regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. A person may be a DBE regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone or asphalt without owning, operating or maintaining a place of business provided in this section.
- C. If the person both owns and operates distribution equipment for the products, any supplementing of regular dealers' own distribution equipment shall be, by a long-term lease agreement and not an ad hoc or Agreement-by-Agreement basis. Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not DBE regular dealers within the meaning of this section.
- D. Materials or supplies purchased from a DBE, which is neither a manufacturer nor a regular dealer, will be limited to the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on the job site, provided the fees are reasonable and not excessive as compared with fees charged for similar services.

**EXHIBIT 10-K CONSULTANT ANNUAL CERTIFICATION OF
INDIRECT COSTS AND FINANCIAL MANAGEMENT SYSTEM**

(Note: If a Safe Harbor Indirect Cost Rate is approved, this form is not required.)

Consultant's Full Legal Name: Santolucito Dore Group, Inc.

Important: Consultant means the individual or consultant providing engineering and design related services as a party of a contract with a recipient or sub-recipient of Federal assistance. Therefore, the Indirect Cost Rate(s) shall not be combined with its parent company or subsidiaries.

Indirect Cost Rate:

SD Group does not have an ICR Rate because we are a small, woman-owned, disadvantaged business enterprise without a sophisticated financial management system as mentioned in this certification. SD Group bills on a lump sum basis per appraisal report as a direct cost and should be listed as a vendor.

Combined Rate N/A % OR

Home Office Rate N/A % and Field Office Rate (if applicable) N/A %

Facilities Capital Cost of Money N/A % (if applicable)

Fiscal period * N/A

* Fiscal period is annual one year applicable accounting period that the Indirect Cost Rate was developed (not the contract period). The Indirect Cost Rate is based on the consultant's one-year applicable accounting period for which financial statements are regularly prepared by the consultant.

I have reviewed the proposal to establish an Indirect Cost Rate(s) for the **fiscal period** as specified above and have determined to the best of my knowledge and belief that:

- All costs included in the cost proposal to establish the indirect cost rate(s) are allowable in accordance with the cost principles of the Federal Acquisition Regulation (FAR) 48, Code of Federal Regulations (CFR), Chapter 1, Part 31 (48 CFR Part 31);
- The cost proposal does not include any costs which are expressly unallowable under the cost principles of 48 CFR Part 31;
- The accounting treatment and billing of prevailing wage delta costs are consistent with our prevailing wage policy as either direct labor, indirect costs, or other direct costs on all federally-funded A&E Consultant Contracts.
- All known material transactions or events that have occurred subsequent to year-end affecting the consultant's ownership, organization, and indirect cost rates have been disclosed as of the date of this certification.

I am providing the required and applicable documents as instructed on Exhibit 10-A.

Financial Management System:

Our labor charging, job costing, and accounting systems meet the standards for financial reporting, accounting records, and internal control adequate to demonstrate that costs claimed have been incurred, appropriately accounted for, are allocable to the contract, and comply with the federal requirements as set forth in [Title 23 United States Code \(U.S.C.\) Section 112\(b\)\(2\); 48 CFR Part 31.201-2\(d\); 23 CFR, Chapter 1, Part 172.11\(a\)\(2\)](#); and all applicable state and federal rules and regulations.

Our financial management system has the following attributes:

- Account numbers identifying allowable direct, indirect, and unallowable cost accounts;
- Ability to accumulate and segregate allowable direct, indirect, and unallowable costs into separate cost

accounts;

- Ability to accumulate and segregate allowable direct costs by project, contract and type of cost;
- Internal controls to maintain integrity of financial management system;
- Ability to account and record costs consistently and to ensure costs billed are in compliance with FAR;
- Ability to ensure and demonstrate costs billed reconcile to general ledgers and job costing system; and
- Ability to ensure costs are in compliance with contract terms and federal and state requirement

Cost Reimbursements on Contracts:

I also understand that failure to comply with 48 CFR Part 16.301-3 or knowingly charge unallowable costs to Federal-Aid Highway Program (FAHP) contracts may result in possible penalties and sanctions as provided by the following:


- Sanctions and Penalties - [23 CFR Part 172.11\(c\)\(4\)](#)
- False Claims Act - [Title 31 U.S.C. Sections 3729-3733](#)
- Statements or entries generally - [Title 18 U.S.C. Section 1001](#)
- Major Fraud Act - [Title 18 U.S.C. Section 1031](#)

All A&E Contract Information:

- Total participation amount \$ N/A on all State and FAHP contracts for Architectural & Engineering services that the consultant received in the last three fiscal periods.
- The number of states in which the consultant does business is .
- Years of consultant’s experience with 48 CFR Part 31 is .
- Audit history of the consultant’s current and prior years (if applicable)

<input type="checkbox"/> Cognizant ICR Audit	<input type="checkbox"/> Local Gov’t ICR Audit	<input type="checkbox"/> Caltrans ICR Audit
<input type="checkbox"/> CPA ICR Audit	<input type="checkbox"/> Federal Gov’t ICR Audit	

I, the undersigned, certify all of the above to the best of my knowledge and belief and that I have reviewed the Indirect Cost Rate Schedule to determine that any costs which are expressly unallowable under the Federal cost principles have been removed and comply with [Title 23 U.S.C. Section 112\(b\)\(2\)](#), [48 CFR Part 31](#), [23 CFR Part 172](#), and all applicable state and federal rules and regulations. I also certify that I understand that all documentation of compliance must be retained by the consultant. I hereby acknowledge that costs that are noncompliant with the federal and state requirements are not eligible for reimbursement and must be returned to Caltrans.

Name**: Christine S. Santolucito Title**: President
 Signature:  Date of Certification (mm/dd/yyyy): 9/15/2021
 Email**: christie@sdgroupinc.com Phone Number**: 951-225-3500


**An individual executive or financial officer of the consultant’s or subconsultant’s organization at a level no lower than a Vice President, a Chief Financial Officer, or equivalent, who has authority to represent the financial information used to establish the indirect cost rate.

Note: ***Both prime and subconsultants as parties of a contract must complete their own Exhibit 10-K forms. Caltrans will not process local agency’s invoices until a complete Exhibit 10-K form is accepted and approved by Caltrans Audits and Investigations.***

Distribution: 1) Original - Local Agency Project File
 2) Copy - Consultant
 3) Copy - Caltrans Audits and Investigations

EXHIBIT 10-01 CONSULTANT PROPOSAL DBE COMMITMENT

1. Local Agency: City of Santa Ana 2. Contract DBE Goal: TBD
 3. Project Description: On-Call Property Appraisal Services
 4. Project Location: City of Santa Ana
 5. Consultant's Name: Santolucito Doré Group, Inc. 6. Prime Certified DBE:

7. Description of Work, Service, or Materials Supplied	8. DBE Certification Number	9. DBE Contact Information	10. DBE %
Property Appraisal and Appraisal Review Services	43345	Christine S. Santolucito, R/W-AC 951-225-3500 ext. 101 christie@sdgroupinc.com	100%
Local Agency to Complete this Section		11. TOTAL CLAIMED DBE PARTICIPATION	100 %
17. Local Agency Contract Number: _____ 18. Federal-Aid Project Number: _____ 19. Proposed Contract Execution Date: _____ 20. Consultant's Ranking after Evaluation: _____			
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. <div style="display: flex; justify-content: space-between;"> <div data-bbox="906 1415 1252 1493">  12. Preparer's Signature </div> <div data-bbox="1279 1436 1484 1486"> <u>9/15/2021</u> 13. Date </div> </div> <div style="display: flex; justify-content: space-between;"> <div data-bbox="906 1507 1252 1556"> <u>Christine S. Santolucito</u> 14. Preparer's Name </div> <div data-bbox="1279 1507 1484 1556"> <u>951-225-3500</u> 15. Phone </div> </div> <div style="display: flex; justify-content: space-between;"> <div data-bbox="906 1577 1252 1625"> <u>President</u> 16. Preparer's Title </div> </div>	

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.

INSTRUCTIONS – CONSULTANT PROPOSAL DBE COMMITMENT**CONSULTANT SECTION**

- 1. Local Agency** - Enter the name of the local or regional agency that is funding the contract.
- 2. Contract DBE Goal** - Enter the contract DBE goal percentage as it appears on the project advertisement.
- 3. Project Location** - Enter the project location as it appears on the project advertisement.
- 4. Project Description** - Enter the project description as it appears on the project advertisement (Bridge Rehab, Seismic Rehab, Overlay, Widening, etc.).
- 5. Consultant's Name** - Enter the consultant's firm name.
- 6. Prime Certified DBE** - Check box if prime contractor is a certified DBE.
- 7. Description of Work, Services, or Materials Supplied** - Enter description of work, services, or materials to be provided. Indicate all work to be performed by DBEs including work performed by the prime consultant's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
- 8. DBE Certification Number** - Enter the DBE's Certification Identification Number. All DBEs must be certified on the date bids are opened.
- 9. DBE Contact Information** - Enter the name, address, and phone number of all DBE subcontracted consultants. Also, enter the prime consultant's name and phone number, if the prime is a DBE.
- 10. DBE %** - Percent participation of work to be performed or service provided by a DBE. Include the prime consultant if the prime is a DBE. See LAPM Chapter 9 for how to count full/partial participation.
- 11. Total Claimed DBE Participation %** - Enter the total DBE participation claimed. If the total % claimed is less than item "Contract DBE Goal," an adequately documented Good Faith Effort (GFE) is required (see Exhibit 15-H DBE Information - Good Faith Efforts of the LAPM).
- 12. Preparer's Signature** - The person completing the DBE commitment form on behalf of the consultant's firm must sign their name.
- 13. Date** - Enter the date the DBE commitment form is signed by the consultant's preparer.
- 14. Preparer's Name** - Enter the name of the person preparing and signing the consultant's DBE commitment form.
- 15. Phone** - Enter the area code and phone number of the person signing the consultant's DBE commitment form.
- 16. Preparer's Title** - Enter the position/title of the person signing the consultant's DBE commitment form.

LOCAL AGENCY SECTION

- 17. Local Agency Contract Number** - Enter the Local Agency contract number or identifier.
- 18. Federal-Aid Project Number** - Enter the Federal-Aid Project Number.
- 19. Proposed Contract Execution Date** - Enter the proposed contract execution date.
- 20. Consultant's Ranking after Evaluation** - Enter consultant's ranking after all submittals/consultants are evaluated. Use this as a quick comparison for evaluating most qualified consultant.
- 21. Local Agency Representative's Signature** - The person completing this section of the form for the Local Agency must sign their name to certify that the information in this and the Consultant Section of this form is complete and accurate.
- 22. Date** - Enter the date the DBE commitment form is signed by the Local Agency Representative.
- 23. Local Agency Representative's Name** - Enter the name of the Local Agency Representative certifying the consultant's DBE commitment form.
- 24. Phone** - Enter the area code and phone number of the person signing the consultant's DBE commitment form.
- 25. Local Agency Representative Title** - Enter the position/title of the Local Agency Representative certifying the consultant's DBE commitment form.

EXHIBIT 10-O2 CONSULTANT CONTRACT DBE COMMITMENT

1. Local Agency: City of Santa Ana 2. Contract DBE Goal: 8%
 3. Project Description: On Call Property Appraisal Services
 4. Project Location: _____
 5. Consultant's Name: Santolucito Doré Group, Inc. 6. Prime Certified DBE: 7. Total Contract Award Amount: up to \$149,500
 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
Property Appraisal and Appraisal Review Services	43345	Christine S. Santolucito, R/W-AC 951-225-3500 x 101 christie@sdgroupinc.com	up to \$149,500
Local Agency to Complete this Section			up to \$149,500
20. Local Agency Contract Number: _____ 21. Federal-Aid Project Number: _____ 22. Contract Execution Date: _____ Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.			100%
23. Local Agency Representative's Signature _____ 24. Date _____ 25. Local Agency Representative's Name _____ 26. Phone _____ 27. Local Agency Representative's Title _____			14. TOTAL CLAIMED DBE PARTICIPATION IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required. _____ 9/15/2021 15. Preparer's Signature 16. Date Christine S. Santolucito 951-225-3500 x 101 17. Preparer's Name 18. Phone President 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.



SANTOLUCITO DORÉ
GROUP, INC.
REAL ESTATE SERVICES

September 15, 2021

Mr. Kenny Nguyen
Project Manager
City of Santa Ana
Public Works Agency; M-36
20 Civic Center Plaza; Ross Annex
Santa Ana, CA 92701

RE: **RFP No. 21-103**
Appraisal Lump Sum Billing – 10-K Exception Request

Dear Mr. Nguyen:

The Santolucito Doré Group, Inc. (SD Group) is a small, women-owned, disadvantaged business enterprise. We offer essentially one type of service – valuation services and typically bill our services on a lump sum per appraisal basis. As such, we do not have the need for sophisticated financial management software with cost segregation features as required on Exhibit 10-K, Consultant Annual Certification of Indirect Costs and Financial Management System. Implementing such software and practices would be cost prohibitive for us as a small DBE firm and we cannot certify to something we can't comply with.

If selected, our work for the City of Santa Ana's on-call contract will be billed on a lump sum per appraisal basis. It is recommended that our firm is included as a Vendor or Other Direct Cost (ODC) for any projects associated with the on-call contract. The Caltrans Local Assistance Procedures Manual allows DBE's to participate in a number of ways, including being contracted as a vendor. Please see the attached page from the manual.

Please let me know if you have any questions or need any additional information. We are excited for the opportunity to work with the City on this project.

Sincerely,

Christine S. Santolucito, R/W-AC
President

and conditions of the contract. The mechanisms may also provide that any delay or postponement of payment among the parties may take place only for good cause with the Agency's prior written approval.

9.7 DBE Participation on the Contract

Participation Opportunities

The local agency should structure its contracts and cost estimates by task to provide opportunities for DBE participation. Participation by DBEs is possible during the Preliminary Engineering, Environmental, Final Design, Right of Way, and Construction phases of the project, and includes work as lead consultants, prime contractors, sub-consultants, subcontractors, suppliers, vendors and truckers.

DBE Contract Goals

All federal-aid contracts that have subcontracting opportunities must have a DBE goal set. This includes, but is not limited to: construction, consultant services such as project specific Architectural & Engineering (A&E), and master on-call A&E contracts. A DBE contract goal is a percentage of the total contract amount that is expected to be performed by certified DBE firms. The DBE contract goal will vary depending on the type of work involved, the location of the work, and the availability of DBEs for the work of the particular contract.

The contract goal may be zero in situations such as extremely limited subcontracting opportunities, the lack of certified DBEs available in the District for the work to be performed, or other reasons. The local agency will need to keep documentation in the project file when a zero percent DBE contract goal is deemed appropriate.

Some contracts, such as Emergency Opening, Sole-source, Nonprofit do not require a DBE goal. Work performed through Force Account also does not need a DBE goal. In these cases, there is no contract goal (different from zero percent goal).

Setting the DBE Contract Goal

When setting a DBE goal, the Agency may use contract goals only on those federal-aid contracts that have subcontracting possibilities. The goal for a specific contract may be higher or lower than the percentage level of the statewide overall goal, depending on such factors as the type of work involved, the location of the work, and the availability of DBEs for the work of the particular contract. However, over the period covered by the State's overall goal, the Agency must set contract goals, and these individual contract goals will cumulatively result in meeting any portion of the state's overall goal. The actual DBE participation for each of the local agency's contracts contributes to the calculation used to determine if the statewide goal has been met.

Caltrans approval of each contract goal is not necessarily required. However, Caltrans may review and approve or disapprove any contract goal the Agency establishes. The Agency's contract goals must provide for participation by all certified DBEs and must not be subdivided into group-specific goals.

DBE contract goals are established to encourage more participation of DBEs for federal-aid transportation contracts. The bullets below provide a summary guidance of how to set the DBE contract goal. For a detailed set of instructions and a template example, please refer to [Exhibit 9-D: DBE Contract Goal Methodology](#).

**AGREEMENT TO PROVIDE ON-CALL PROPERTY APPRAISAL SERVICES
FOR THE CITY OF SANTA ANA**

THIS AGREEMENT is made and entered into on this 16th day of November, 2021 by and between Ellis Group, Inc. dba Integra Realty Resources - Los Angeles (“Consultant”), and the City of Santa Ana, a charter city and municipal corporation organized and existing under the Constitution and laws of the State of California (“City”).

RECITALS

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

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

1. SCOPE OF SERVICES

On an on-call basis, and at the City’s sole discretion, Consultant shall perform the services described in the scope of work that was included in RFP No. 21-103, which is attached as Exhibit A, and as more specifically delineated in Consultant’s proposal, which is incorporated by reference as though set forth fully herein.

2. COMPENSATION

- a. City neither warrants nor guarantees any minimum or maximum compensation to Consultant under this Agreement. Consultant shall be paid only for actual services performed under this Agreement at the rates and charges identified in Exhibit B. Consultant is one of three (3) consultants selected to provide property appraisal services on an on-call basis under RFP 21-103. The total compensation for these services provided by all such consultants selected under RFP 21-103 shall not exceed the shared aggregate amount of \$300,000 during the term of the Agreement, including any extension periods.
- b. Payment by City shall be made within 45 days (forty-five) days following receipt of proper invoice evidencing work performed, subject to City accounting procedures. Payment need not be made for work which fails to meet the standards of performance set forth in the Recitals which may reasonably be expected by City.

3. TERM

This Agreement shall commence on the date first written above and terminate on November 15, 2024, unless terminated earlier in accordance with Section 17, below. The term of this Agreement may be extended for two 1-year period upon a writing executed by the City Manager and City Attorney.

4. PREVAILING WAGES

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

5. INDEPENDENT CONTRACTOR

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

6. OWNERSHIP OF MATERIALS

This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement (“Documents & Data”). Consultant shall require all subcontractors to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subcontractor prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were provided to Consultant by the City. City shall not be limited in any way in its use of the Documents and Data at any time, provided that any such use not within

the purposes intended by this Agreement shall be at City's sole risk.

7. MINIMUM INSURANCE REQUIREMENTS

A. Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

B. Coverage shall be at least as broad as:

1. Commercial General Liability (CGL Insurance): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability Insurance: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. Workers' Compensation Insurance: as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
4. Professional Liability (Errors and Omissions) Insurance: appropriate to the Consultant's profession, with limit no less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate.

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

D. Other Insurance Provisions- the insurance policies are to contain, or be endorsed to contain, the following provisions:

1. Additional Insured Status- the City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20

10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

2. Primary Coverage- For any claims related to this contract, the Consultant's insurance coverage shall be primary insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
 3. Notice of Cancellation- Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the City.
 4. Waiver of Subrogation- Consultant hereby grants to City a waiver of any right to subrogation, which any insurer of said Consultant may acquire against the City by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.
- E. Self-Insured Retentions- Self-insured retentions must be declared to and approved by the City. The City may require the Consultant to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.
- F. Acceptability of Insurers- Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.
- G. Claims Made Policies- If any of the required policies provide coverage on a claims-made basis:
1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
 2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
 3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

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

8. INDEMNIFICATION

Consultant agrees to defend, and shall indemnify and hold harmless the City, its officers, agents, employees, contractors, special counsel, and representatives from liability: (1) for personal injury, damages, just compensation, restitution, judicial or equitable relief arising out of claims for personal injury, including death, and claims for property damage, which may arise from the negligent operations of the Consultant, its subcontractors, agents, employees, or other persons acting on its behalf which relates to the services described in section 1 of this Agreement; and (2) from any claim that personal injury, damages, just compensation, restitution, judicial or equitable relief is due by reason of the terms of or effects arising from this Agreement. This indemnity and hold harmless agreement applies to all claims for damages, just compensation, restitution, judicial or equitable relief suffered, or alleged to have been suffered, by reason of the events referred to in this Section or by reason of the terms of, or effects, arising from this Agreement. The Consultant further agrees to indemnify, hold harmless, and pay all costs for the defense of the City, including fees and costs for special counsel to be selected by the City, regarding any action by a third party challenging the validity of this Agreement, or asserting that personal injury, damages, just compensation, restitution, judicial or equitable relief due to personal or property rights arises by reason of the terms of, or effects arising from this Agreement. City may make all reasonable decisions with respect to its representation in any legal proceeding. Notwithstanding the foregoing, to the extent Consultant's services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant.

9. INTELLECTUAL PROPERTY INDEMNIFICATION

Consultant shall defend and indemnify the City, its officers, agents, representatives, and employees against any and all liability, including costs, for infringement of any United States' letters patent, trademark, or copyright infringement, including costs, contained in the work product or documents provided by Consultant to the City pursuant to this Agreement.

10. RECORDS

Consultant shall keep records and invoices in connection with the work to be performed under this Agreement. Consultant shall maintain complete and accurate records with respect to the costs incurred under this Agreement and any services, expenditures, and disbursements charged to the City for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Consultant under this Agreement. All such records and

invoices shall be clearly identifiable. Consultant shall allow a representative of the City to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement during regular business hours. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement for a period of three (3) years from the date of final payment to Consultant under this Agreement.

11. CONFIDENTIALITY

If Consultant receives from the City information which due to the nature of such information is reasonably understood to be confidential and/or proprietary, Consultant agrees that it shall not use or disclose such information except in the performance of this Agreement, and further agrees to exercise the same degree of care it uses to protect its own information of like importance, but in no event less than reasonable care. "Confidential Information" shall include all nonpublic information. Confidential information includes not only written information, but also information transferred orally, visually, electronically, or by other means. Confidential information disclosed to either party by any subsidiary and/or agent of the other party is covered by this Agreement. The foregoing obligations of non-use and nondisclosure shall not apply to any information that (a) has been disclosed in publicly available sources; (b) is, through no fault of the Consultant disclosed in a publicly available source; (c) is in rightful possession of the Consultant without an obligation of confidentiality; (d) is required to be disclosed by operation of law; or (e) is independently developed by the Consultant without reference to information disclosed by the City.

12. CONFLICT OF INTEREST CLAUSE

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

13. NON-DISCRIMINATION

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

14. EXCLUSIVITY AND AMENDMENT

This Agreement represents the complete and exclusive statement between the City and Consultant, and supersedes any and all other agreements, oral or written, between the parties. In the event of a conflict between the terms of this Agreement and any attachments hereto, the terms of this Agreement shall prevail. This Agreement may not be modified except by written instrument signed by the City and by an authorized representative of Consultant. The parties agree that any

terms or conditions of any purchase order or other instrument that are inconsistent with, or in addition to, the terms and conditions hereof, shall not bind or obligate Consultant or the City. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which is not embodied herein.

15. ASSIGNMENT

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

16. TERMINATION

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

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

17. WAIVER

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

18. JURISDICTION - VENUE

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

19. PROFESSIONAL LICENSES

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

20. MISCELLANEOUS PROVISIONS

- a. Each undersigned represents and warrants that its signature herein below has the power, authority and right to bind their respective parties to each of the terms of this Agreement, and shall indemnify City fully, including reasonable costs and attorney’s fees, for any injuries or damages to City in the event that such authority or power is not, in fact, held by the signatory or is withdrawn.
- b. All Exhibits referenced herein and attached hereto shall be incorporated as if fully set forth in the body of this Agreement.

21. NOTICE

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

To City:

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

With courtesy copies to:

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

To Consultant:

Beth B. Finestone, Managing Director
Integra Realty Resources – Los Angeles
16030 Ventura Boulevard, Suite 620
Encino, CA 91436-4473

With Copy To:

Integra Realty Resources – Los Angeles
16030 Ventura Boulevard, Suite 620
Encino, CA 91436-4473

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

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

ATTEST:

CITY OF SANTA ANA

Daisy Gomez
Clerk of the Council

Kristine Ridge
City Manager

APPROVED AS TO FORM:

SONIA R. CARVALHO
City Attorney

CONSULTANT:

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


Beth B. Finestone
Managing Director

[Signatures continue on the next page]

RECOMMENDED FOR APPROVAL:

Nabil Saba, PE
Executive Director
Public Works Agency

EXHIBIT A
SCOPE OF SERVICES

**Appendix
ATTACHMENT 1
SCOPE OF WORK**

**CITY OF SANTA ANA
REQUEST FOR PROPOSALS
FOR
ON-CALL PROPERTY APPRAISAL SERVICES
RFP NO. 21-103**

INTRODUCTION/PROJECT BACKGROUND

The City of Santa Ana is issuing this Request for Proposals (RFP) to seek qualified firms to provide On-Call Property Appraisal services on an as-needed or “on-call” basis.

It is the City’s goal to select one or more firms to enter into an agreements with to provide as needed property appraiser services for capital improvement projects (CIP). The CIP projects needing these right-of-way services include, but are not limited, to Warner Avenue, Bristol Street, Fairview Street, and Grand Avenue Street Improvements.

Property Appraisal Services	Maximum Contract Aggregate Amount
	\$148,000

From the proposals received, it is the City’s goal to select up to three firms for property appraisal services for the on-call pool. The City will enter into separate agreements (the “Agreement”) with each of these firms, with a not-to-exceed aggregate amount shared amongst all. Work will be assigned by Contract Task Orders. As tasks are identified, they will be distributed among these firms based upon their ability to perform the required work within the project schedule and budget constraints. A detailed scope of work and corresponding fee will be outlined when a specific task is assigned to a consultant. The City reserves the right to distribute the work in any manner which will best serve the City’s interests.

MINIMUM QUALIFICATIONS

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

DESCRIPTION OF WORK

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

- The Consultant shall diligently work on each assignment and complete each task in accordance with the schedule and accommodate the City's needs.
- The Consultant's work will be subject to inspection and audit by City, County, State and Federal representatives
- All electronic submittals of files must be through a shared folder. Consultant must upload and keep current the project parcel information and files in the shared folder established for the project.
- Consultant must prepare electronic files of the parcels according to the Caltrans Review Process for right-of-way Certification.
- Project files including copies of all correspondences, reports, documents, and electronic files shall be submitted to the City when requested and electronically updated as requested by the City.
- All work, including reports, analysis, data, and intellectual properties developed during the life of the Agreement shall become the properties of the City.
- The Consultant will receive written notification of the award of the contract. Upon such notification, the Consultant will proceed with the services required by the Agreement.

PROPERTY APPRAISAL SERVICES

Consultant shall prepare appraisal services that include full and partial acquisition for residential property; commercial property; industrial property; easements; special use or zoned property; and review appraisals. Appraisal Services shall be in accordance with federal, state, and local regulations, policies, procedures and standards. Consultant must make every effort to meet with the property owner prior to preparation of the report.

Appraiser shall perform the following tasks:

- Prepare appraisal report in accordance with the State of California Laws and the Uniform Standards of Professional Appraisal Practice (USPAP)
- Research records, inspect the site and communicate with the property owner in preparation of the appraisal report. This might require multiple attempts for site visit and inspection
- Prepare Real Estate Appraisal reports for full and partial acquisition
- Prepare Appraisal Summary Statements to accompany City's Offer Package
- Prepare Valuation of City's Landscape Setback Easement requirements
- Prepare detailed appraisal report necessary for condemnation
- Coordinate with Fixtures and Equipment Appraisers
- Coordinate with Business Goodwill Appraisers
- Communicate with property owners in writing and as required to obtain adequate information to prepare the report
- Prepare all necessary correspondence, letters and reports
- Provide effective communication with engineers, planners, attorneys, and City staff
- Comply with federal, state and local regulations

- Create files and maintain all records
- Provide condemnation consultations as necessary
- Attend meetings/public hearings and conduct presentations
- Provide expert witness testimony as required for condemnation proceedings
- Coordinate and review of Phase I and Phase II Environmental Studies
- Review appraisal reports prepared by other consultants as required by the City and prepare review summary
- Prepare Review Appraisal Reports (Required For Federally Funded Projects)
- Coordinate, direct and obtain Review Appraisals in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act (Uniform Act) and Caltrans guidelines
- Examine all appraisals and corresponding reports
- Seek any corrections or revisions deemed appropriate
- Prepare Dual Appraisal Report as required for federally funded projects under Caltrans Guidelines

Real estate appraisers must be certified and a Member of the Appraisal Institute

Sample Fee Proposal

Consultant shall describe the process (methods of appraisal, research, and any other necessary tasks) and provide the proposal fee breakdown to appraise the below sample addresses. The proposal will be used for fee comparison and evaluation process. The partial acquisition for Cherry Aerospace shall be 10 feet from the back of sidewalk and all existing improvements within the acquired area shall be appraised accordingly.

Sample locations for appraisal proposal are the following:

- 1224 E. Warner Avenue (Cherry Aerospace Park Take)
- 2246 S. Evergreen Street (Residential Full Take)

PAYMENT AND INVOICING:

Selected Consultant shall invoice the City based on time and material according to the City’s standard invoice template. Tasks and hours shall be clearly identified and all rates must match those included in the approved agreement. City shall retain ten percent (10%) of the invoice amount from each payment until the completed Project has been accepted by the City.

Each invoice must include a Consultant Progress Report that contains tasks and activities completed and summary of work in the next month period. Certificate of insurance must be current in order for invoices to be processed.

CITY RESPONSIBILITIES:

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

specifically in referred to herein.

- Facilitate meeting spaces and coordination with City staff
- Access to City facilities

CONSULTANT RESPONSIBILITIES:

- Provide all required insurance as outlined in Attachment 2 of this RFP.
- Submit renewal of Certificate of Insurance 30 days before expiring.
- Ensure Certificate of Insurance is current when submitting invoices.

EXHIBIT B

COMPENSATION

Fee Proposal including hourly rates if applicable

Integra Realty Resources
Los Angeles

**Response to Request for Proposals (RFP) for
On-Call Property Appraisal Services
RFP No.: 21-103 – Fee Proposal**

City of Santa Ana
Attn.: Kenny Nguyen, Project Manager
Public Works Agency; M-36
20 Civic Center Plaza; Ross Annex
Santa Ana, California 92701

September 15, 2021



**SECTION 3:
FEE PROPOSAL**

3. FEE PROPOSAL

In completing other large, multi-parcel assignments, we have found that the most effective way to minimize costs is to organize each assignment after gaining an understanding of all of the work involved. That is, we would carefully consider all of the appraisal assignments to be completed in the reasonably foreseeable future. By identifying all appraisal assignments to be completed, we are able to make most efficient use of our time in completing field inspections, and in cross-referencing factual data contained within the specific appraisal reports. In simultaneously completing multiple appraisals, we would prepare a matrix identifying all of the properties along one axis and identifying the various tasks within each appraisal along the other axis. In this manner, we are able to complete our work in the most efficient manner possible. By organizing our work in this manner, we have found that appraisal fees (on a per parcel basis) are frequently 15% to 30% less in a multi-parcel project area than they would be if the appraisal of each parcel was completed one at a time.

The anticipated pricing schedule for specific types of appraisals (non-eminent domain) is summarized as follows:

Typical Costs for Appraisal Services				
	Summary Report		Appraisal Review	
	<i>Typical Cost Range</i>		<i>Median Cost Range</i>	
	Low	High	Desk	Field
Residential Properties				
Vacant Land	\$2,700	\$6,000	\$1,000	\$1,600
SFR	\$1,800	\$3,500	\$1,000	\$1,600
Duplex-Triplex-Quadriplex	\$2,500	\$4,500	\$1,200	\$1,800
Small Multifamily (5-9 units)	\$2,700	\$4,500	\$1,400	\$2,000
Multifamily (10-20 units)	\$2,700	\$5,000	\$1,500	\$2,500
Multifamily (20+ units)	\$3,500	\$9,000	\$1,800	\$3,000
Commercial/Industrial				
Vacant Land	\$3,000	\$10,000	\$1,500	\$2,000
General	\$4,000	\$8,000	\$1,800	\$2,500
Complex	\$7,000+		\$2,500	\$3,500+
Special Use Properties				
Complex	\$6,000	\$15,000	\$2,200	\$3,000
Religious facilities	\$5,500	\$7,500	\$1,500	\$3,400
Educational Facilities	\$5,500	\$7,500	\$1,500	\$3,400
Hospital Facilities	To be quoted on an as-needed basis			
Lodging Facilities	\$5,500	\$10,000	\$1,800	\$3,400
Parks/Recreation Facilities	\$4,000	\$10,000	\$1,500	\$2,400
Planned Developments				
Planned SFR/Subdivisions	\$6,000	\$11,000	\$2,200	\$3,600
Planned Multifamily	\$4,000	\$8,500	\$1,800	\$3,400
Planned	\$5,000	\$12,000	\$2,200	\$3,600
Planned Special Use	\$6,500	\$20,000	\$2,400	\$3,600
Complex Planned Developments	To be quoted on an as-needed basis			

We will provide firm fixed fee estimates for each assignment or grouping of assignments prior to the onset of undertaking the assignment. The fixed-fee estimates provided will include all costs associated with the completion of the appraisals. The City will not be billed for expenses we incur in the preparation of the appraisal, unless these are approved in writing by the City at the onset of an assignment. For the purpose of providing supplemental consulting services and expert testimony, our fully burdened hourly rates will be as follows:

John G. Ellis, MAI, CRE, FRICS: (Senior Managing Director)	\$400 per hour for appraisal and consulting \$600 per hour for trial preparation and expert testimony
Beth B. Finestone, MAI, AI-GRS, FRICS, CRE: (Managing Director)	\$375 per hour for appraisal and consulting \$450 per hour for trial preparation and expert testimony
J. Richard Donahue, MAI, FRICS: (Senior Managing Director, IRR-Orange County)	\$375 per hour for appraisal and consulting \$450 per hour for trial preparation and expert testimony
Robert M. Lea, MAI: (Director)	\$400 per hour for appraisal and consulting \$550 per hour for trial preparation and expert testimony
Adam M. Bogorad, MAI: (Senior Director)	\$350 per hour for appraisal and consulting \$425 per hour for trial preparation and expert testimony
Other Directors, Senior Consultants, and Senior Analysts:	\$225 to \$325 per hour
Analysts:	\$130 to \$200 per hour
Researchers:	\$125 per hour
Administrative Staff: (For supplemental documentation requests)	\$100 per hour

The following Caltrans Exhibits as referenced in Attachment 4 of the RFP are included as part of our Fee Proposal following this page:

- LAPM Exhibit 10-H: Cost Proposal (IRR-Los Angeles)
- LAPM Exhibit 10-H: Cost Proposal (IRR-Orange County)
- LAPM Exhibit 10-K: Consultant Annual Certification of Indirect Costs and Financial Management System (IRR-Los Angeles)
- LAPM Exhibit 10-K: Consultant Annual Certification of Indirect Costs and Financial Management System (IRR-Orange County)
- LAPM Exhibit 10-O1: Consultant Proposal DBE Commitment
- LAPM Exhibit 10-O2: Consultant Contract DBE Commitment

Sample Fee Proposal

In addition to the information provided above, you requested that we provide a sample fee proposal for two properties, 1) 1224 E. Warner Avenue and 2) 2246 S. Evergreen Street. The following addresses this request.

1. **1224 E. Warner Avenue** is the Cherry Aerospace partial acquisition. If awarded this assignment we would immediately notify the property owner, in writing, of our intent to appraise their property and invite them to be present at the time of inspection. We understand that a partial acquisition of 10 feet from the back of the sidewalk is required from this property. Based on our review of aerial photographs, this is a relatively minor acquisition in terms of its impact to the property. It appears that the structural improvements (building) will not be impacted and that pedestrian access to the property (larger parcel) will still be possible in the after condition. We do not anticipate any severance damages to the remainder and as such propose to value the property on a land only basis. That is, we would value the underlying land associated with the larger parcel in the before condition and would then use the unit value of the land that is concluded to, to value the part being acquired. We would value the land utilizing the sales comparison approach.

If one assumes that the 10-foot strip is a fee acquisition, it would be valued at 100% of the underlying fee value of the land associated with the larger parcel. We would add the value of any site improvements in the acquisition area to the value of the land being taken. Based on aerial photographs these improvements appear to include landscaping, concrete and brick planter walls. For any site improvements that need to be replaced in the after condition, we will provide compensation based on replacement cost new. For site improvements that do not need to be replaced in the after condition, we would provide compensation based on depreciated replacement cost. Please note that landscaping (trees, plants and shrubs are not depreciated).

We also noted that there is a chain link gate at the east side of the property. While it is not in the acquisition area, it may need to be moved to the south so as to allow for proper automobile queuing in the after condition. If this is the case, our appraisal would include compensation to move or replace the gate.

Our fee to appraise this property, assuming it is the only assignment awarded to us at the time is \$5,000 and our timing would be six weeks. If this assignment is awarded as part of a larger group of properties that are part of the same project, our fee would decrease substantially as we could benefit from economies of scale by conducting multiple appraisals in the immediate area at the same time.

2. **2246 S. Evergreen Street** is a single-family residential property that is proposed as a full acquisition. If awarded this assignment we would immediately notify the property owner, in writing, of our intent to appraise their property and invite them to be present at the time of inspection. We would value the property as improved, based on the sales comparison approach. We would compare the value of the property as improved to the value of the underlying land and would base our concluded value on whichever is higher. That is, we would appraise the property to its highest and best use. If a furniture, fixtures and equipment appraiser is retained, we would coordinate with them to confirm that there is no double counting of items being acquired.

Our fee to appraise this property, assuming it is the only assignment awarded to us at the time is \$4,000 and our timing would be six weeks. If this assignment is awarded as part of a larger group of properties that are part of the same project, our fee would decrease substantially as we could benefit from economies of scale by conducting multiple appraisals in the immediate area at the same time.

**AGREEMENT TO PROVIDE ON-CALL PROPERTY APPRAISAL SERVICES
FOR THE CITY OF SANTA ANA**

THIS AGREEMENT is made and entered into on this 16th day of November, 2021 by and between Hennessey & Hennessey LLC, a California limited liability company (“Consultant”), and the City of Santa Ana, a charter city and municipal corporation organized and existing under the Constitution and laws of the State of California (“City”).

RECITALS

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

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

1. SCOPE OF SERVICES

On an on-call basis, and at the City’s sole discretion, Consultant shall perform the services described in the scope of work that was included in RFP No. 21-103, which is attached as Exhibit A, and as more specifically delineated in Consultant’s proposal, which is incorporated by reference as though set forth fully herein.

2. COMPENSATION

- a. City neither warrants nor guarantees any minimum or maximum compensation to Consultant under this Agreement. Consultant shall be paid only for actual services performed under this Agreement at the rates and charges identified in Exhibit B. Consultant is one of three (3) consultants selected to provide property appraisal services on an on-call basis under RFP 21-103. The total compensation for these services provided by all such consultants selected under RFP 21-103 shall not exceed the shared aggregate amount of \$300,000 during the term of the Agreement, including any extension periods.
- b. Payment by City shall be made within 45 days (forty-five) days following receipt of proper invoice evidencing work performed, subject to City accounting procedures. Payment need not be made for work which fails to meet the standards of performance set forth in the Recitals which may reasonably be expected by City.

3. TERM

This Agreement shall commence on the date first written above and terminate on November 15, 2024, unless terminated earlier in accordance with Section 17, below. The term of this Agreement may be extended for two 1-year period upon a writing executed by the City Manager and City Attorney.

4. PREVAILING WAGES

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

5. INDEPENDENT CONTRACTOR

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

6. OWNERSHIP OF MATERIALS

This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement (“Documents & Data”). Consultant shall require all subcontractors to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subcontractor prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were provided to Consultant by the City. City shall not be limited in any way in its use of the Documents and Data at any time, provided that any such use not within

the purposes intended by this Agreement shall be at City's sole risk.

7. MINIMUM INSURANCE REQUIREMENTS

A. Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

B. Coverage shall be at least as broad as:

1. Commercial General Liability (CGL Insurance): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability Insurance: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. Workers' Compensation Insurance: as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
4. Professional Liability (Errors and Omissions) Insurance: appropriate to the Consultant's profession, with limit no less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate.

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

D. Other Insurance Provisions- the insurance policies are to contain, or be endorsed to contain, the following provisions:

1. Additional Insured Status- the City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20

10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

2. Primary Coverage- For any claims related to this contract, the Consultant's insurance coverage shall be primary insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
 3. Notice of Cancellation- Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the City.
 4. Waiver of Subrogation- Consultant hereby grants to City a waiver of any right to subrogation, which any insurer of said Consultant may acquire against the City by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.
- E. Self-Insured Retentions- Self-insured retentions must be declared to and approved by the City. The City may require the Consultant to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.
- F. Acceptability of Insurers- Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.
- G. Claims Made Policies- If any of the required policies provide coverage on a claims-made basis:
1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
 2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
 3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

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

8. INDEMNIFICATION

Consultant agrees to defend, and shall indemnify and hold harmless the City, its officers, agents, employees, contractors, special counsel, and representatives from liability: (1) for personal injury, damages, just compensation, restitution, judicial or equitable relief arising out of claims for personal injury, including death, and claims for property damage, which may arise from the negligent operations of the Consultant, its subcontractors, agents, employees, or other persons acting on its behalf which relates to the services described in section 1 of this Agreement; and (2) from any claim that personal injury, damages, just compensation, restitution, judicial or equitable relief is due by reason of the terms of or effects arising from this Agreement. This indemnity and hold harmless agreement applies to all claims for damages, just compensation, restitution, judicial or equitable relief suffered, or alleged to have been suffered, by reason of the events referred to in this Section or by reason of the terms of, or effects, arising from this Agreement. The Consultant further agrees to indemnify, hold harmless, and pay all costs for the defense of the City, including fees and costs for special counsel to be selected by the City, regarding any action by a third party challenging the validity of this Agreement, or asserting that personal injury, damages, just compensation, restitution, judicial or equitable relief due to personal or property rights arises by reason of the terms of, or effects arising from this Agreement. City may make all reasonable decisions with respect to its representation in any legal proceeding. Notwithstanding the foregoing, to the extent Consultant's services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant.

9. INTELLECTUAL PROPERTY INDEMNIFICATION

Consultant shall defend and indemnify the City, its officers, agents, representatives, and employees against any and all liability, including costs, for infringement of any United States' letters patent, trademark, or copyright infringement, including costs, contained in the work product or documents provided by Consultant to the City pursuant to this Agreement.

10. RECORDS

Consultant shall keep records and invoices in connection with the work to be performed under this Agreement. Consultant shall maintain complete and accurate records with respect to the costs incurred under this Agreement and any services, expenditures, and disbursements charged to the City for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Consultant under this Agreement. All such records and

invoices shall be clearly identifiable. Consultant shall allow a representative of the City to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement during regular business hours. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement for a period of three (3) years from the date of final payment to Consultant under this Agreement.

11. CONFIDENTIALITY

If Consultant receives from the City information which due to the nature of such information is reasonably understood to be confidential and/or proprietary, Consultant agrees that it shall not use or disclose such information except in the performance of this Agreement, and further agrees to exercise the same degree of care it uses to protect its own information of like importance, but in no event less than reasonable care. "Confidential Information" shall include all nonpublic information. Confidential information includes not only written information, but also information transferred orally, visually, electronically, or by other means. Confidential information disclosed to either party by any subsidiary and/or agent of the other party is covered by this Agreement. The foregoing obligations of non-use and nondisclosure shall not apply to any information that (a) has been disclosed in publicly available sources; (b) is, through no fault of the Consultant disclosed in a publicly available source; (c) is in rightful possession of the Consultant without an obligation of confidentiality; (d) is required to be disclosed by operation of law; or (e) is independently developed by the Consultant without reference to information disclosed by the City.

12. CONFLICT OF INTEREST CLAUSE

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

13. NON-DISCRIMINATION

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

14. EXCLUSIVITY AND AMENDMENT

This Agreement represents the complete and exclusive statement between the City and Consultant, and supersedes any and all other agreements, oral or written, between the parties. In the event of a conflict between the terms of this Agreement and any attachments hereto, the terms of this Agreement shall prevail. This Agreement may not be modified except by written instrument signed by the City and by an authorized representative of Consultant. The parties agree that any

terms or conditions of any purchase order or other instrument that are inconsistent with, or in addition to, the terms and conditions hereof, shall not bind or obligate Consultant or the City. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which is not embodied herein.

15. ASSIGNMENT

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

16. TERMINATION

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

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

17. WAIVER

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

18. JURISDICTION - VENUE

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

19. PROFESSIONAL LICENSES

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

20. MISCELLANEOUS PROVISIONS

- a. Each undersigned represents and warrants that its signature herein below has the power, authority and right to bind their respective parties to each of the terms of this Agreement, and shall indemnify City fully, including reasonable costs and attorney's fees, for any injuries or damages to City in the event that such authority or power is not, in fact, held by the signatory or is withdrawn.
- b. All Exhibits referenced herein and attached hereto shall be incorporated as if fully set forth in the body of this Agreement.

21. NOTICE

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

To City:

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

With courtesy copies to:

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

To Consultant:

Sharon Hennessey, President
Hennessey & Hennessey LLC
17602 17th Street, Suite 102-246
Tustin, CA 92780

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

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

ATTEST:

CITY OF SANTA ANA

Daisy Gomez
Clerk of the Council

Kristine Ridge
City Manager

APPROVED AS TO FORM:

SONIA R. CARVALHO
City Attorney

CONSULTANT:

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

Sharon A. Hennessey
Sharon Hennessey
President

RECOMMENDED FOR APPROVAL:

Nabil Saba
Executive Director
Public Works Agency

EXHIBIT A
SCOPE OF SERVICES

**Appendix
ATTACHMENT 1
SCOPE OF WORK**

**CITY OF SANTA ANA
REQUEST FOR PROPOSALS
FOR
ON-CALL PROPERTY APPRAISAL SERVICES
RFP NO. 21-103**

INTRODUCTION/PROJECT BACKGROUND

The City of Santa Ana is issuing this Request for Proposals (RFP) to seek qualified firms to provide On-Call Property Appraisal services on an as-needed or “on-call” basis.

It is the City’s goal to select one or more firms to enter into an agreements with to provide as needed property appraiser services for capital improvement projects (CIP). The CIP projects needing these right-of-way services include, but are not limited, to Warner Avenue, Bristol Street, Fairview Street, and Grand Avenue Street Improvements.

Property Appraisal Services	Maximum Contract Aggregate Amount
	\$148,000

From the proposals received, it is the City’s goal to select up to three firms for property appraisal services for the on-call pool. The City will enter into separate agreements (the “Agreement”) with each of these firms, with a not-to-exceed aggregate amount shared amongst all. Work will be assigned by Contract Task Orders. As tasks are identified, they will be distributed among these firms based upon their ability to perform the required work within the project schedule and budget constraints. A detailed scope of work and corresponding fee will be outlined when a specific task is assigned to a consultant. The City reserves the right to distribute the work in any manner which will best serve the City’s interests.

MINIMUM QUALIFICATIONS

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

Consultants must demonstrate ability to have successfully negotiated and closed escrow on acquisition of parcels and minimized the eminent domain process on similar projects.

DESCRIPTION OF WORK

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

- The Consultant shall perform work to produce a high quality, professional and complete work product.
- Consultant must have experience with State and federally funded projects. All work shall be performed in conformance with all applicable regulations, policies, procedures and standards.
- All acquisition/relocation agents, performing work for the City, must hold a valid California Real Estate License. Salespersons must be registered with the California Department of Real Estate (DRE), as working solely under the Consultant's supervising broker of record.
- Work may include, but is not be limited to, the following:
 - onsite review of the project area
 - review of existing records
 - conducting research and performing analysis
 - information gathering
 - negotiations
 - developing strategies
 - prepare memos and letters
 - attend community meetings as needed
- The Consultant shall carry out the instructions received from the City and shall cooperate with the City and other agencies.
- The Consultant has total responsibility for the accuracy and completeness of the work produced. The work will be reviewed by the City for conformity with the requirements of the Agreement. Reviews by the City may NOT include a detailed review for the accuracy of items submitted. The responsibility for accuracy and completeness of such items remains solely that of the Consultant.
- The Consultant shall be responsible for coordination and supervision of all work performed by its sub-consultants. The Consultant shall review all work performed by its sub-consultants and the responsibility for accuracy and completeness of work performed remains solely that of Consultant. Sub-consultant markup is not allowed in this contract.
- The Consultant shall have a Quality Control Plan in effect during the entire time work is being performed under the Agreement. The Quality Control Plan shall establish a process whereby work products are independently checked, corrected and back checked. All project related correspondences and documents shall be maintained and bound in appropriate project files. Additionally, all electronic files shall conform to the City's file naming system.
- The Consultant shall diligently work on each assignment and complete each task in accordance with the schedule and accommodate the City's needs.
- The Consultant's work will be subject to inspection and audit by City, County, State and Federal representatives
- Consultant's Project Manager and critical staff must attend the monthly meetings with

City Staff and other consultants requested by the City to review project progress, the schedule and any critical issues/items and the follow up action items necessary. All status reports must be submitted ahead of the meetings.

- Consultant must prepare a Weekly Status report and submit to the City. Format and specific items of each status report must be reviewed and approved by the City.
- Consultant must maintain electronic files of all the project parcels and correspondence including all reports generated by other related consultants required to perform acquisition/relocation and property management services.
- All electronic submittals of files must be through a shared folder. Consultant must upload and keep current the project parcel information and files in the shared folder established for the project.
- Consultant must prepare electronic files of the parcels according to the Caltrans Review Process for right-of-way Certification.
- Project files including copies of all correspondences, reports, documents, and electronic files shall be submitted to the City when requested and electronically updated as requested by the City.
- All work, including reports, analysis, data, and intellectual properties developed during the life of the Agreement shall become the properties of the City.
- The Consultant will receive written notification of the award of the contract. Upon such notification, the Consultant will proceed with the services required by the Agreement.

PROPERTY APPRAISAL SERVICES

Consultant shall prepare appraisal services that include full and partial acquisition for residential property; commercial property; industrial property; easements; special use or zoned property; and review appraisals. Appraisal Services shall be in accordance with federal, state, and local regulations, policies, procedures and standards. Consultant must make every effort to meet with the property owner prior to preparation of the report.

Appraiser shall perform the following tasks:

- Prepare appraisal report in accordance with the State of California Laws and the Uniform Standards of Professional Appraisal Practice (USPAP)
- Research records, inspect the site and communicate with the property owner in preparation of the appraisal report. This might require multiple attempts for site visit and inspection
- Prepare Real Estate Appraisal reports for full and partial acquisition
- Prepare Appraisal Summary Statements to accompany City's Offer Package
- Prepare Valuation of City's Landscape Setback Easement requirements
- Prepare detailed appraisal report necessary for condemnation
- Coordinate with Fixtures and Equipment Appraisers
- Coordinate with Business Goodwill Appraisers
- Communicate with property owners in writing and as required to obtain adequate

information to prepare the report

- Prepare all necessary correspondence, letters and reports
- Provide effective communication with engineers, planners, attorneys, and City staff
- Comply with federal, state and local regulations
- Create files and maintain all records
- Provide condemnation consultations as necessary
- Attend meetings/public hearings and conduct presentations
- Provide expert witness testimony as required for condemnation proceedings
- Coordinate and review of Phase I and Phase II Environmental Studies
- Review appraisal reports prepared by other consultants as required by the City and prepare review summary
- Prepare Review Appraisal Reports (Required For Federally Funded Projects)
- Coordinate, direct and obtain Review Appraisals in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act (Uniform Act) and Caltrans guidelines
- Examine all appraisals and corresponding reports
- Seek any corrections or revisions deemed appropriate
- Prepare Dual Appraisal Report as required for federally funded projects under Caltrans Guidelines

Real estate appraisers must be certified and a Member of the Appraisal Institute

Sample Fee Proposal

Consultant shall describe the process (methods of appraisal, research, and any other necessary tasks) and provide the proposal fee breakdown to appraise the below sample addresses. The proposal will be used for fee comparison and evaluation process. The partial acquisition for Cherry Aerospace shall be 10 feet from the back of sidewalk and all existing improvements within the acquired area shall be appraised accordingly.

Sample locations for appraisal proposal are the following:

- 1224 E. Warner Avenue (Cherry Aerospace Park Take)
- 2246 S. Evergreen Street (Residential Full Take)

PAYMENT AND INVOICING:

Selected Consultant shall invoice the City based on time and material according to the City's standard invoice template. Tasks and hours shall be clearly identified and all rates must match those included in the approved agreement. City shall retain ten percent (10%) of the invoice amount from each payment until the completed Project has been accepted by the City.

Each invoice must include a Consultant Progress Report that contains tasks and activities completed and summary of work in the next month period. Certificate of insurance must be current in order for invoices to be processed.

CITY RESPONSIBILITIES:

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

- Facilitate meeting spaces and coordination with City staff
- Access to City facilities

CONSULTANT RESPONSIBILITIES:

- Provide all required insurance as outlined in Attachment 2 of this RFP.
- Submit renewal of Certificate of Insurance 30 days before expiring.
- Ensure Certificate of Insurance is current when submitting invoices.

SPECIAL REQUIREMENTS (ATTACHMENT 4)

This project may utilize California Department of Transportation (Caltrans) funds and shall therefore comply with all state and federal requirements. The below referenced forms included in Attachment 4 (Additional Provisions) of the Appendix must be completed in their entirety and submitted with your proposal:

- LAPM Exhibit 10-H: Sample Cost Proposal
- LAPM Exhibit 10-O1: Consultant Proposal DBE Commitment
- LAPM Exhibit 10-O2: Consultant Contract DBE Commitment (include within Fee Proposal hard copy package)

Please reference Caltrans Local Assistance Procedure Manual, Consultant Selection, Chapter 10, for further instructions and guidelines pertaining to the completion of these forms: <https://dot.ca.gov/-/media/dot-media/programs/local-assistance/documents/lapm/ch10.pdf>

COMPLIANCE WITH REQUIREMENTS OF FUNDING AGENCY:

This agreement may be funded with state and/or federal grant funds administered by Caltrans. Proposer shall comply with all requirements as they pertain to the use of these funds. Refer to Attachment 4 for Caltrans required forms, including **Exhibit 10-H – Sample Cost Proposal** (H2 for On-Call Contracts) in the Appendix of this RFP.

DISADVANTAGED BUSINESS ENTERPRISES (DBE) GOAL:

The Agency has established a DBE goal for this Contract. Proposers are encouraged to obtain DBE participation for this contract. Refer to **Exhibit 10-I – Notice to Proposers DBE Information** included in the Appendix of this RFP. Proposers must submit **Exhibits 10-O1 & 10-O2 – Consultant Proposal & Contract DBE Commitment** to demonstrate compliance with Agency's DBE goal.

CONSULTANT AUDIT AND REVIEW PROCESS:

The selected Consultant(s) shall complete **Exhibit 10-K – Consultant Annual Certification of Indirect Costs and Financial Management System** for all prime and sub-consultants in the Appendix of this RFP.

To independently download any of the Caltrans Exhibits required per this RFP, visit:
<https://dot.ca.gov/programs/local-assistance/forms/local-assistance-procedures-manual-forms>

Proposal for RFP No. 21-103 On-Call Property Appraisal Services

City of Santa Ana
Attn: Mr. Kenny Nguyen
Public Works Agency; M-36
20 Civic Center Plaza; Ross Annex
Santa Ana, California 92701

September 10, 2021

Original

Fee Proposal

Hennessey & Hennessey LLC
17602 17th Street, Suite 102-246
Tustin, CA 92780-7915
(714) 730-0744
appraisals@h-hllc.com

Fee Proposal

1. Hourly Fee Schedule

Employee/Subcontractor Services and Hourly Rate Schedule

Name	Job Title/ Classification	Job Function	Fully Burdened Hourly Rate*
Sharon A. Hennessey	Senior appraiser	Real estate appraisal	\$265
		Court testimony	\$350
Susan D. Taylor	Associate	Appraisal assistant	\$130
Joseph S. Montano	Associate	Appraisal assistant	\$100

Subconsultants

Document All Stars	Project support	Document preparation	\$75
Geri Easley	Senior appraiser	Real estate appraisal	\$265
		Court testimony	\$350

2. Table Outlining Tasks and Team Efforts

Hennessey & Hennessey utilizes its permanent staff and selected subcontractors on an as-needed basis to ensure that adequate labor resources are available to complete all contract task orders on a timely basis.

The following table illustrates a typical labor-hour allocation for a hypothetical assignment, the full take of a commercially improved property.

Task	Hours to Complete Tasks			
	Sharon A. Hennessey	Joseph S. Montano	Susan D. Taylor	Document All Stars
Gather information on subject (e.g., physical characteristics, zoning, general plan, taxes, flood zone)	--	1.00	--	--
Inspect subject neighborhood	0.50	0.50	--	--
Inspect and photograph subject property	1.50	1.50	--	--
Conduct comparable sales search	--	6.00	--	--
Conduct rental survey	--	--	4.00	--
View comparable sales and rentals in field	6.00	6.00	--	--
Verify sales	--	--	3.00	--
Analyze valuation and write report	12.00	--	2.00	--
Type and prepare report	--	--	--	4.00
Prepare exhibits	--	2.00	--	--
Review, edit, refine document	2.00	--	3.00	--
Prepare final document	--	1.00	--	1.00
Total	22.00	18.00	12.00	5.00

3. Project Fee Schedule

Process for Completing Appraisal Assignment for Addresses

- a. Define the appraisal problem, which includes identifying the real estate and real property rights to be valued, the date of value, the date of the report, the intended uses and users of the appraisal, the definition of fair market value, and other assumptions and limiting conditions.
- b. Send by mail, in compliance with the statutory requirement, a letter to each property owner offering the opportunity to accompany the appraiser during a property inspection. This notice and all contacts with the property owner will be recorded in a parcel diary.
- c. For the partial acquisition assignments, contact the City of Santa Ana's representative to request that surveyors stake or mark the right of way lines on the subject properties for clarity, prior to the inspection.
- d. Conduct the on-site inspections of the subject properties. Photograph, measure, and itemize the improvements. For the partial acquisition, itemize the improvements within the part taken.
- e. Conduct a field investigation of the subject properties' environs, including gathering data on the region, city, and neighborhood from governmental agencies, real estate agencies, city historical documents, planning and zoning documents from the appropriate city, information from county and city taxing authorities, and other published sources. The subject data is gathered in order to analyze the pertinent trends and constraints that could affect the value of the properties.
- f. Analyze the highest and best use of each of the subject properties as though vacant and available for development and as improved (if appraised as improved) as defined in the appraisal.
- g. Search for and analyze relevant, comparable data. Confirm factual information regarding each sale with the County Assessor's records, the appropriate city's Planning Department, and other data sources. Confirm the sale with buyers, sellers, or brokers, when possible.
- h. Use the above information in the application of the approach to value. In the case of the single-family residence, the Sales Comparison Approach will be used. For the partial taking, the Sales Comparison Approach would be used to appraise the underlying land. A Modified Cost Approach is used to value the site improvements.
- i. Estimate and analyze the fair market value of the full acquisition and the partial acquisition. For the partial acquisition, specifically analyze the parts to be taken and any damage and/or benefits that may accrue to the remainders by reason of the takes and the construction of the project in the manner proposed.
- j. Prepare an Appraisal Report in conformance with the Uniform Standards of Professional Appraisal Practice (USPAP), the Caltrans Right of Way Manual - Chapter 7, Appraisals (when applicable), State and Federal Uniform Relocation Assistance and Real Property Acquisition Policies Acts, applicable eminent domain law, state-approved appraisal requirements, and in some cases Uniform Appraisal Standards for Federal Land Acquisitions.
- k. Provide one draft appraisal report to the review appraiser, if required. Upon approval of the draft report, provide one original of the final appraisal report and one electronic copy

to the City of Santa Ana. Prepare the Appraisal Summary Statement to accompany the City's offer package.

All of the above activities in the Approach to Scope of Work will be performed by Sharon A. Hennessey, Susan D. Taylor, or Joseph S. Montano. Subcontractors will be utilized as necessary.

The fee for appraising the sample properties is as follows:

- 1224 E. Warner Avenue \$4,500

This fee assumes that only the underlying land and site improvements are to be appraised. No mitigation/cost-co-cure measures are required. No severance damages.

- 2246 S. Evergreen Street \$2,850

**AGREEMENT TO PROVIDE ON-CALL PROPERTY APPRAISAL SERVICES
FOR THE CITY OF SANTA ANA**

THIS AGREEMENT is made and entered into on this 16th day of November, 2021 by and between Santolucito Dore Group Inc., a California corporation (“Consultant”), and the City of Santa Ana, a charter city and municipal corporation organized and existing under the Constitution and laws of the State of California (“City”).

RECITALS

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

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

1. SCOPE OF SERVICES

On an on-call basis, and at the City’s sole discretion, Consultant shall perform the services described in the scope of work that was included in RFP No. 21-103, which is attached as Exhibit A, and as more specifically delineated in Consultant’s proposal, which is incorporated by reference as though fully set forth herein.

2. COMPENSATION

- a. City neither warrants nor guarantees any minimum or maximum compensation to Consultant under this Agreement. Consultant shall be paid only for actual services performed under this Agreement at the rates and charges identified in Exhibit B. Consultant is one of three (3) consultants selected to provide property appraisal services on an on-call basis under RFP 21-103. The total compensation for these services provided by all such consultants selected under RFP 21-103 shall not exceed the shared aggregate amount of \$300,000 during the term of the Agreement, including any extension periods.
- b. Payment by City shall be made within 45 days (forty-five) days following receipt of proper invoice evidencing work performed, subject to City accounting procedures. Payment need not be made for work which fails to meet the standards of performance set forth in the Recitals which may reasonably be expected by City.

3. TERM

This Agreement shall commence on the date first written above and terminate on November 15, 2024, unless terminated earlier in accordance with Section 17, below. The term of this Agreement may be extended for two 1-year period upon a writing executed by the City Manager and City Attorney.

4. PREVAILING WAGES

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

5. INDEPENDENT CONTRACTOR

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

6. OWNERSHIP OF MATERIALS

This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement (“Documents & Data”). Consultant shall require all subcontractors to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subcontractor prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were provided to Consultant by the City. City shall not be limited in any way in its use of the Documents and Data at any time, provided that any such use not within

the purposes intended by this Agreement shall be at City's sole risk.

7. MINIMUM INSURANCE REQUIREMENTS

- A. Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.
- B. Coverage shall be at least as broad as:
1. Commercial General Liability (CGL Insurance): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
 2. Automobile Liability Insurance: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
 3. Workers' Compensation Insurance: as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
 4. Professional Liability (Errors and Omissions) Insurance: appropriate to the Consultant's profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.
- C. If the Consultant maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.
- D. Other Insurance Provisions- the insurance policies are to contain, or be endorsed to contain, the following provisions:
1. Additional Insured Status- the City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20

10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

2. Primary Coverage- For any claims related to this contract, the Consultant's insurance coverage shall be primary insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
 3. Notice of Cancellation- Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the City.
 4. Waiver of Subrogation- Consultant hereby grants to City a waiver of any right to subrogation, which any insurer of said Consultant may acquire against the City by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.
- E. Self-Insured Retentions- Self-insured retentions must be declared to and approved by the City. The City may require the Consultant to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.
- F. Acceptability of Insurers- Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.
- G. Claims Made Policies- If any of the required policies provide coverage on a claims-made basis:
1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
 2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
 3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

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

7. INDEMNIFICATION

Consultant agrees to defend, and shall indemnify and hold harmless the City, its officers, agents, employees, contractors, special counsel, and representatives from liability: (1) for personal injury, damages, just compensation, restitution, judicial or equitable relief arising out of claims for personal injury, including death, and claims for property damage, which may arise from the negligent operations of the Consultant, its subcontractors, agents, employees, or other persons acting on its behalf which relates to the services described in section 1 of this Agreement; and (2) from any claim that personal injury, damages, just compensation, restitution, judicial or equitable relief is due by reason of the terms of or effects arising from this Agreement. This indemnity and hold harmless agreement applies to all claims for damages, just compensation, restitution, judicial or equitable relief suffered, or alleged to have been suffered, by reason of the events referred to in this Section or by reason of the terms of, or effects, arising from this Agreement. The Consultant further agrees to indemnify, hold harmless, and pay all costs for the defense of the City, including fees and costs for special counsel to be selected by the City, regarding any action by a third party challenging the validity of this Agreement, or asserting that personal injury, damages, just compensation, restitution, judicial or equitable relief due to personal or property rights arises by reason of the terms of, or effects arising from this Agreement. City may make all reasonable decisions with respect to its representation in any legal proceeding. Notwithstanding the foregoing, to the extent Consultant's services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant.

8. INTELLECTUAL PROPERTY INDEMNIFICATION

Consultant shall defend and indemnify the City, its officers, agents, representatives, and employees against any and all liability, including costs, for infringement of any United States' letters patent, trademark, or copyright infringement, including costs, contained in the work product or documents provided by Consultant to the City pursuant to this Agreement.

9. RECORDS

Consultant shall keep records and invoices in connection with the work to be performed under this Agreement. Consultant shall maintain complete and accurate records with respect to the costs incurred under this Agreement and any services, expenditures, and disbursements charged to the City for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Consultant under this Agreement. All such records and

invoices shall be clearly identifiable. Consultant shall allow a representative of the City to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement during regular business hours. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement for a period of three (3) years from the date of final payment to Consultant under this Agreement.

10. CONFIDENTIALITY

If Consultant receives from the City information which due to the nature of such information is reasonably understood to be confidential and/or proprietary, Consultant agrees that it shall not use or disclose such information except in the performance of this Agreement, and further agrees to exercise the same degree of care it uses to protect its own information of like importance, but in no event less than reasonable care. "Confidential Information" shall include all nonpublic information. Confidential information includes not only written information, but also information transferred orally, visually, electronically, or by other means. Confidential information disclosed to either party by any subsidiary and/or agent of the other party is covered by this Agreement. The foregoing obligations of non-use and nondisclosure shall not apply to any information that (a) has been disclosed in publicly available sources; (b) is, through no fault of the Consultant disclosed in a publicly available source; (c) is in rightful possession of the Consultant without an obligation of confidentiality; (d) is required to be disclosed by operation of law; or (e) is independently developed by the Consultant without reference to information disclosed by the City.

11. CONFLICT OF INTEREST CLAUSE

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

12. NON-DISCRIMINATION

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

13. EXCLUSIVITY AND AMENDMENT

This Agreement represents the complete and exclusive statement between the City and Consultant, and supersedes any and all other agreements, oral or written, between the parties. In the event of a conflict between the terms of this Agreement and any attachments hereto, the terms of this Agreement shall prevail. This Agreement may not be modified except by written instrument signed by the City and by an authorized representative of Consultant. The parties agree that any

terms or conditions of any purchase order or other instrument that are inconsistent with, or in addition to, the terms and conditions hereof, shall not bind or obligate Consultant or the City. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which is not embodied herein.

14. ASSIGNMENT

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

15. TERMINATION

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

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

16. WAIVER

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

17. JURISDICTION - VENUE

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

18. PROFESSIONAL LICENSES

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

19. MISCELLANEOUS PROVISIONS

- a. Each undersigned represents and warrants that its signature herein below has the power, authority and right to bind their respective parties to each of the terms of this Agreement, and shall indemnify City fully, including reasonable costs and attorney’s fees, for any injuries or damages to City in the event that such authority or power is not, in fact, held by the signatory or is withdrawn.
- b. All Exhibits referenced herein and attached hereto shall be incorporated as if fully set forth in the body of this Agreement.

20. NOTICE

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

To City:

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

With courtesy copies to:

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

To Consultant:

Christine S. Santolucito
President
Santolucito Dore Group Inc.
31600 Railroad Canyon Road, Suite 100-L
Canyon Lake, CA 92587

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

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

ATTEST:

CITY OF SANTA ANA

Daisy Gomez
Clerk of the Council

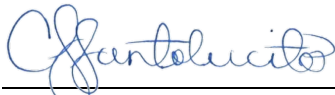
Kristine Ridge
City Manager

APPROVED AS TO FORM:

SONIA R. CARVALHO
City Attorney

CONSULTANT:

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


Christine S. Santolucito
President

RECOMMENDED FOR APPROVAL:

Nabil Saba
Executive Director
Public Works Agency

EXHIBIT A

SCOPE OF SERVICES

**Appendix
ATTACHMENT 1
SCOPE OF WORK**

**CITY OF SANTA ANA
REQUEST FOR PROPOSALS
FOR
ON-CALL PROPERTY APPRAISAL SERVICES
RFP NO. 21-103**

INTRODUCTION/PROJECT BACKGROUND

The City of Santa Ana is issuing this Request for Proposals (RFP) to seek qualified firms to provide On-Call Property Appraisal services on an as-needed or “on-call” basis.

It is the City’s goal to select one or more firms to enter into an agreements with to provide as needed property appraiser services for capital improvement projects (CIP). The CIP projects needing these right-of-way services include, but are not limited, to Warner Avenue, Bristol Street, Fairview Street, and Grand Avenue Street Improvements.

Property Appraisal Services	Maximum Contract Aggregate Amount
	\$148,000

From the proposals received, it is the City’s goal to select up to three firms for property appraisal services for the on-call pool. The City will enter into separate agreements (the “Agreement”) with each of these firms, with a not-to-exceed aggregate amount shared amongst all. Work will be assigned by Contract Task Orders. As tasks are identified, they will be distributed among these firms based upon their ability to perform the required work within the project schedule and budget constraints. A detailed scope of work and corresponding fee will be outlined when a specific task is assigned to a consultant. The City reserves the right to distribute the work in any manner which will best serve the City’s interests.

MINIMUM QUALIFICATIONS

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

Consultants must demonstrate ability to have successfully negotiated and closed escrow on acquisition of parcels and minimized the eminent domain process on similar projects.

DESCRIPTION OF WORK

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

- The Consultant shall perform work to produce a high quality, professional and complete work product.
- Consultant must have experience with State and federally funded projects. All work shall be performed in conformance with all applicable regulations, policies, procedures and standards.
- All acquisition/relocation agents, performing work for the City, must hold a valid California Real Estate License. Salespersons must be registered with the California Department of Real Estate (DRE), as working solely under the Consultant's supervising broker of record.
- Work may include, but is not be limited to, the following:
 - onsite review of the project area
 - review of existing records
 - conducting research and performing analysis
 - information gathering
 - negotiations
 - developing strategies
 - prepare memos and letters
 - attend community meetings as needed
- The Consultant shall carry out the instructions received from the City and shall cooperate with the City and other agencies.
- The Consultant has total responsibility for the accuracy and completeness of the work produced. The work will be reviewed by the City for conformity with the requirements of the Agreement. Reviews by the City may NOT include a detailed review for the accuracy of items submitted. The responsibility for accuracy and completeness of such items remains solely that of the Consultant.
- The Consultant shall be responsible for coordination and supervision of all work performed by its sub-consultants. The Consultant shall review all work performed by its sub-consultants and the responsibility for accuracy and completeness of work performed remains solely that of Consultant. Sub-consultant markup is not allowed in this contract.
- The Consultant shall have a Quality Control Plan in effect during the entire time work is being performed under the Agreement. The Quality Control Plan shall establish a process whereby work products are independently checked, corrected and back checked. All project related correspondences and documents shall be maintained and bound in appropriate project files. Additionally, all electronic files shall conform to the City's file naming system.
- The Consultant shall diligently work on each assignment and complete each task in accordance with the schedule and accommodate the City's needs.
- The Consultant's work will be subject to inspection and audit by City, County, State and Federal representatives
- Consultant's Project Manager and critical staff must attend the monthly meetings with

City Staff and other consultants requested by the City to review project progress, the schedule and any critical issues/items and the follow up action items necessary. All status reports must be submitted ahead of the meetings.

- Consultant must prepare a Weekly Status report and submit to the City. Format and specific items of each status report must be reviewed and approved by the City.
- Consultant must maintain electronic files of all the project parcels and correspondence including all reports generated by other related consultants required to perform acquisition/relocation and property management services.
- All electronic submittals of files must be through a shared folder. Consultant must upload and keep current the project parcel information and files in the shared folder established for the project.
- Consultant must prepare electronic files of the parcels according to the Caltrans Review Process for right-of-way Certification.
- Project files including copies of all correspondences, reports, documents, and electronic files shall be submitted to the City when requested and electronically updated as requested by the City.
- All work, including reports, analysis, data, and intellectual properties developed during the life of the Agreement shall become the properties of the City.
- The Consultant will receive written notification of the award of the contract. Upon such notification, the Consultant will proceed with the services required by the Agreement.

PROPERTY APPRAISAL SERVICES

Consultant shall prepare appraisal services that include full and partial acquisition for residential property; commercial property; industrial property; easements; special use or zoned property; and review appraisals. Appraisal Services shall be in accordance with federal, state, and local regulations, policies, procedures and standards. Consultant must make every effort to meet with the property owner prior to preparation of the report.

Appraiser shall perform the following tasks:

- Prepare appraisal report in accordance with the State of California Laws and the Uniform Standards of Professional Appraisal Practice (USPAP)
- Research records, inspect the site and communicate with the property owner in preparation of the appraisal report. This might require multiple attempts for site visit and inspection
- Prepare Real Estate Appraisal reports for full and partial acquisition
- Prepare Appraisal Summary Statements to accompany City's Offer Package
- Prepare Valuation of City's Landscape Setback Easement requirements
- Prepare detailed appraisal report necessary for condemnation
- Coordinate with Fixtures and Equipment Appraisers
- Coordinate with Business Goodwill Appraisers
- Communicate with property owners in writing and as required to obtain adequate

information to prepare the report

- Prepare all necessary correspondence, letters and reports
- Provide effective communication with engineers, planners, attorneys, and City staff
- Comply with federal, state and local regulations
- Create files and maintain all records
- Provide condemnation consultations as necessary
- Attend meetings/public hearings and conduct presentations
- Provide expert witness testimony as required for condemnation proceedings
- Coordinate and review of Phase I and Phase II Environmental Studies
- Review appraisal reports prepared by other consultants as required by the City and prepare review summary
- Prepare Review Appraisal Reports (Required For Federally Funded Projects)
- Coordinate, direct and obtain Review Appraisals in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act (Uniform Act) and Caltrans guidelines
- Examine all appraisals and corresponding reports
- Seek any corrections or revisions deemed appropriate
- Prepare Dual Appraisal Report as required for federally funded projects under Caltrans Guidelines

Real estate appraisers must be certified and a Member of the Appraisal Institute

Sample Fee Proposal

Consultant shall describe the process (methods of appraisal, research, and any other necessary tasks) and provide the proposal fee breakdown to appraise the below sample addresses. The proposal will be used for fee comparison and evaluation process. The partial acquisition for Cherry Aerospace shall be 10 feet from the back of sidewalk and all existing improvements within the acquired area shall be appraised accordingly.

Sample locations for appraisal proposal are the following:

- 1224 E. Warner Avenue (Cherry Aerospace Park Take)
- 2246 S. Evergreen Street (Residential Full Take)

PAYMENT AND INVOICING:

Selected Consultant shall invoice the City based on time and material according to the City's standard invoice template. Tasks and hours shall be clearly identified and all rates must match those included in the approved agreement. City shall retain ten percent (10%) of the invoice amount from each payment until the completed Project has been accepted by the City.

Each invoice must include a Consultant Progress Report that contains tasks and activities completed and summary of work in the next month period. Certificate of insurance must be current in order for invoices to be processed.

CITY RESPONSIBILITIES:

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

- Facilitate meeting spaces and coordination with City staff
- Access to City facilities

CONSULTANT RESPONSIBILITIES:

- Provide all required insurance as outlined in Attachment 2 of this RFP.
- Submit renewal of Certificate of Insurance 30 days before expiring.
- Ensure Certificate of Insurance is current when submitting invoices.

SPECIAL REQUIREMENTS (ATTACHMENT 4)

This project may utilize California Department of Transportation (Caltrans) funds and shall therefore comply with all state and federal requirements. The below referenced forms included in Attachment 4 (Additional Provisions) of the Appendix must be completed in their entirety and submitted with your proposal:

- LAPM Exhibit 10-H: Sample Cost Proposal
- LAPM Exhibit 10-O1: Consultant Proposal DBE Commitment
- LAPM Exhibit 10-O2: Consultant Contract DBE Commitment (include within Fee Proposal hard copy package)

Please reference Caltrans Local Assistance Procedure Manual, Consultant Selection, Chapter 10, for further instructions and guidelines pertaining to the completion of these forms: <https://dot.ca.gov/-/media/dot-media/programs/local-assistance/documents/lapm/ch10.pdf>

COMPLIANCE WITH REQUIREMENTS OF FUNDING AGENCY:

This agreement may be funded with state and/or federal grant funds administered by Caltrans. Proposer shall comply with all requirements as they pertain to the use of these funds. Refer to Attachment 4 for Caltrans required forms, including **Exhibit 10-H – Sample Cost Proposal** (H2 for On-Call Contracts) in the Appendix of this RFP.

DISADVANTAGED BUSINESS ENTERPRISES (DBE) GOAL:

The Agency has established a DBE goal for this Contract. Proposers are encouraged to obtain DBE participation for this contract. Refer to **Exhibit 10-I – Notice to Proposers DBE Information** included in the Appendix of this RFP. Proposers must submit **Exhibits 10-O1 & 10-O2 – Consultant Proposal & Contract DBE Commitment** to demonstrate compliance with Agency's DBE goal.

CONSULTANT AUDIT AND REVIEW PROCESS:

The selected Consultant(s) shall complete **Exhibit 10-K – Consultant Annual Certification of Indirect Costs and Financial Management System** for all prime and sub-consultants in the Appendix of this RFP.

To independently download any of the Caltrans Exhibits required per this RFP, visit:
<https://dot.ca.gov/programs/local-assistance/forms/local-assistance-procedures-manual-forms>

EXHIBIT B

COMPENSATION

Fee Proposal including hourly rates if applicable



SANTOLUCITO DORÉ
GROUP, INC.
REAL ESTATE SERVICES

FEE PROPOSAL

PROPOSAL FOR ON-CALL PROPERTY APPRAISAL SERVICES
September 15, 2021 • 4:00 pm



PREPARED FOR:

**City of Santa Ana
Public Works Agency; M-36
20 Civic Center Plaza
Ross Annex
Santa Ana, CA 92701**

PREPARED BY:

**Santolucito Doré Group, Inc.
31600 Railroad Canyon Road
Suite 100-L
Canyon Lake, CA 92587**

3. FEE PROPOSAL

FEE PROPOSAL

Appraisals are typically bid on a lump sum per subject property basis, depending on the type of property and complexity of the appraisal problem. Other types of appraisal services are typically billed on an hourly rate basis. SD Group's fee for the appraisals of the sample properties referenced in the RFP and our hourly rates for any additional services requested are provided below. Our method of appraisal, research, applicable tasks, and proposed schedule are included in the body of the technical proposal and included following our fee proposal as well. All appraisal and appraisal review reports will be prepared in narrative format to be utilized for condemnation purposes. They will comply with USPAP, the Caltrans Right of Way Manual, the Uniform Act, and California Eminent Domain law.

REAL ESTATE APPRAISAL REPORT FEES

- **Appraisal of 1224 East Warner Avenue (Cherry Aerospace Park Partial Acquisition)**
 - M1 Light Industrial property, 15.45-acre site, approximate 270,000 square foot building (the building size was not provided on public records and was taken from Google Earth measurements for this proposal)
 - The acquisition of 10 feet from the back of sidewalk does not appear that it would impact the building improvements, any business operations, or parking
 - It appears a land only appraisal with compensation for site improvements (including, but not limited to: grass, bushes, several trees, a flagpole, and brick planter, as well as a monument sign that may need to be acquired, then relocated further back on the site)
 - An analysis of the value of the whole after acquisition will be made to determine if damages exist due to the partial acquisition
 - The fee for this type of appraisal would be approximately **\$4,000** for one appraisal with a **turn around time of 45-60 days**, from notice to proceed and receipt of all pertinent project and parcel information including the preliminary title report and any other necessary documents (provided by the City), with discounts given when receiving multiple parcels/appraisals of similar property types
- **Appraisal of 2246 South Evergreen Street (Residential Full Acquisition)**
 - R1 Single Family Residential property, 7,835 square foot site, 931 square foot residence, built in 1952
 - The acquisition of the entire property in full fee
 - The fee for this type of appraisal would be approximately **\$2,500** for one appraisal with a **turn-around time of 30-45 days**, from notice to proceed and receipt of all pertinent project and parcel information including the preliminary title report and any other necessary documents (provided by the City), with discounts given when receiving multiple parcels/appraisals of similar property types

HOURLY RATES

- Principal - \$250-350 per hour for valuation and consultation
- Principal - \$350-\$450 per hour for litigation support/depositions/court appearances
- Senior - \$150 per hour for valuation and consultation
- Administrative/Research - \$75-\$100 per hour for valuation support

Our fees for the written narrative appraisal reports include site inspections with each property owner and meetings at the City, as required. We will provide condemnation support, as necessary, billed on an hourly basis. Draft electronic versions of the appraisal reports will be delivered for review and final electronic and hard copies, when requested, will be delivered to the client upon approval from the review appraiser. There are no additional document or historical retrieval costs anticipated. Travel and material costs are included in our total fee for this assignment.

UNDERSTANDING OF NEED AND PROPOSED METHOD TO ACCOMPLISH WORK

SD Group looks forward to tailoring specific processes to comply with the City's policies, procedures, and preferences. SD Group prides itself on its ability to complete complex projects on schedule and within budget. Christie and Lance have years of experience coordinating with various agencies and will strategize and coordinate each project thoroughly from the beginning to deliver high quality outstanding appraisal services. Christie and Lance will work closely with the City's Project Managers and staff to discover ways to provide assistance, offer recommendations whenever challenges are presented, and will seek feedback pertaining to progress and satisfaction with SD Group's performance.

Appraisal is unique to each property and all recognized appraisal methodologies are completed with the highest level of quality. The following section describes our general work plan for completing the various appraisal and appraisal review assignments.

APPRAISAL

The purpose of an appraisal report is to produce a document that can be used by the City in negotiations for acquisition or disposition of property. The typical scope of work for an appraisal includes, but is not necessarily limited to, the following steps:

Detailed Inspection of the Property

The acquisition process begins when the appraiser sends out the Notice of Intent to Appraise letters to impacted property owners (for acquisitions). The appraiser will invite the property owner to be present for the onsite inspection. Additionally, City staff, other consultants/experts involved in the project, and, if applicable, the acquisition agent, are encouraged to attend the inspection as well. A complete understanding of the larger parcel, the subject property and overall impacts are a critical step in the appraisal process.

Complete Highest and Best Use Analysis

The cornerstone of the appraisal process is a detailed highest and best use of the property as vacant and as improved, which will be performed to isolate any valuation issues that arise after a detailed analysis of the legal, physical, and financial aspects of the property. This is the essential basis for the valuation analysis and ultimately the just compensation. The last critical stage is to determine the highest and best use of the remainder. Issues that may arise from this final test is uneconomic remainders, determination of underlying fees, or additional considerations for partial acquisitions and easements. This ultimately determines factors that may result in severance damages.

Research Market Data of the Neighborhood, Subject Property, and Comparable Sales

After the determination of the highest and best use, the comparables are selected with similar highest and best uses. When identifying sales of comparable properties, market research will include discussions with appropriate real estate professionals and governmental agencies. All sales data utilized in an appraisal report will be confirmed with a party to those transactions, whenever possible. Details of the comparables are presented to fully disclose all issues for adjustments applicable to the valuation of the subject.

Write a Narrative Appraisal Report

The type of appraisal report utilized will be determined on a parcel-by-parcel basis. This determination will be made after analyzing the particular assignment and interests to be acquired, i.e., fee, easement, etc. A narrative appraisal report is typically used for public agency/eminant domain purposes. The appraiser may also be required to complete an Appraisal Summary Statement at the request of the City. Typical steps in the appraisal process are listed below:

- Identify the larger parcel and the appraisal problem;
- Obtain and review legals, plats, title reports, environmental reports, and other documents (provided by the City);
- Send out Notice of Intent to Appraise letter;
- Gather market data;
- Perform property inspection;
- Meet with project designer and others to address property impacts;
- Perform a detailed highest and best use analysis;
- Analyze and inspect comparables;
- Valuation via the three approaches to value (sales, cost, income), as applicable for the property type;
- Coordinate with Fixtures and Equipment Appraisers and Business Goodwill Appraisers;
- Reconcile approaches to value;
- Valuation of the part(s) acquired and improvements located within the acquisition area;
- Valuation of the remainder after acquisition;
- Assess and value potential damages and project benefits;
- Prepare written appraisal report;
- Work with the Review Appraiser;
- Prepare the Appraisal Summary Statement; and
- Deliver the completed appraisal report.

After the delivery of the appraisal any review comments will be addressed, and when required, the report will be corrected or expanded to ensure the most reliable document for public scrutiny.

APPRAISAL REVIEW

Appraisers are required to comply with the Uniform Standards of Professional Appraisal Practice (USPAP) when performing appraisals and appraisal reviews. As such, the review appraiser is required to address a number of specific items pertaining to the report under review including the completeness of the report, adequacy and relevance of the data, propriety of the adjustments, form an opinion as to the appropriateness of the appraisal methods and techniques used to complete the appraisal, form an opinion as to whether or not the analyses, opinions, and conclusions are appropriate and reasonable or develop reasons for the disagreements, if any. In addition to USPAP, eminent domain projects with federal and state funding require compliance with various additional regulations and guidelines.

The scope of work for an appraisal review typically includes the following steps:

- Identify the appraiser(s) that conducted the appraisal;
- Become familiar with the subject property and review legals, plats, title reports, environmental reports, and other documents;

- Become familiar with the subject neighborhood and the comparable properties used in the various analyses;
- Check all mathematical calculations made by the appraiser(s);
- Cross-reference narrative descriptions within the report with photographs, maps, and other exhibits (when included in the work under review);
- Review the weighting assigned to the approaches to value used in the appraisal;
- Determine if accepted appraisal principles, techniques, and standards were followed in arriving at property value in accordance with USPAP, California law, and Caltrans, FHWA, and FTA regulations, when applicable;
- Ensure that the appraiser(s) did not overlook any feature that would materially affect the property value;
- Develop an opinion as to the completeness of the material under review, given the review appraiser's scope of work;
- Develop an opinion as to the apparent adequacy and relevance of the data and the propriety of any adjustments to the data, given the review appraiser's scope of work;
- Develop an opinion as to appropriateness of the appraisal methods and techniques used, given the review appraiser's scope of work, and developed reasons for any disagreement;
- Develop an opinion as to whether the analyses, opinions, and conclusions are appropriate and reasonable, and developed the reasons for any disagreement; and
- Form an opinion as to whether the appraisal can be used to establish fair market value for the subject larger parcel and make a recommendation as to whether the appraisers' estimate of fair market value should be used as just compensation for the proposed acquisition.
- Work with the appraiser whose work is under review to address any areas of concern within the appraisal.
- Prepare and deliver the written appraisal review report.

SD Group has the availability to deliver appraisal services to the City on an on-call basis. We have a history of delivering on time and within budget.

SCOPE OF SERVICES AND SCHEDULE

SD Group has the availability to deliver appraisals and appraisal reviews to the City in a timely manner. Appraisal assignments are typically completed within 45 to 60 days after notice to proceed (NTP) and receipt of all pertinent project and parcel information. Reviews are typically completed within 7 to 10 days. The steps necessary to complete and appraisal and appraisal review were previously provided in the Understanding of Need and Proposed Method to Accomplish Work section. Our proposed schedule for a typical right of way appraisal is as follows:

- **Day 1** – NTP and receipt of Preliminary Title Reports (PTR) and other relevant documents;
- **Day 2** – Send out Notice of Decision to Appraise (NODA) letters;
- **Days 3-23** – Research subject properties (parcel size, existing land use/zoning, other pertinent factors), identify the appraisal problem, review PTRs and other reports/documents, research neighborhood and market data, perform detailed highest and best use analyses, and select, analyze, and verify comparables;
- **Days 23-25** – Property inspections and comparables inspections;
- **Days 26-40** – Valuations via applicable approaches (sales, cost, income);
- **Day 41** – Reconcile the approaches used;
- **Days 41-45** – Type the narrative appraisal reports; and
- **Days 45-60** – Deliver the draft appraisal reports.

We understand the description and scope of work outlined in the RFP Attachment 1, under Property Appraisal Services, and will meet all requirements. All work will be under the oversight of Christie, the Project Manager for this contract. Additionally, Lance will review and sign all reports requiring an MAI signature. We have Quality Assurance/Quality Control (QA/QC) plan in place for each assignment that is tailored to the specific needs of each client and project.

APPRAISAL METHODOLOGY AND PROCESS

Property will be appraised via one or more of the three traditional approaches to value (cost, sales, and income capitalization), depending on the highest and best use and the quality and quantity of data available for analysis.

The cost approach is a breakdown of property into land and building components. It assumes that an informed buyer would pay no more for a property than the cost of acquiring land and reproducing improvements of similar utility, less the amount of any depreciation. This approach is most applicable when improvements are relatively new and represent the highest and best use of the land, or in the case of special-use properties, for which there are few comparable sales.

The sales comparison approach is the comparison of similar properties, that recently sold or are currently listed for sale, to the subject property. It assumes that an informed buyer would pay no more for a property than the cost of acquiring a substitute property of similar utility and desirability. This approach is most applicable when there are sufficient recent and reliable transactions of similar properties. It is most often relied upon in the valuation of owner-user properties.

The income capitalization approach reflects the present value of the future benefits of property ownership. It converts a property's net operating income into a lump-sum value via capitalization. The two methods of income capitalization are direct capitalization and yield capitalization (via a discounted cash flow analysis), with one or both applied, as applicable to the property being appraised. This approach is most applicable for income-producing properties.

Reconciliation of the appropriate approaches to value is the final analytical step in the valuation process. The relative dependability and applicability of each approach to value is each is evaluated to derive a value conclusion for the subject property.

RESOURCES TO BE UTILIZED

SD Group has the latest in-house hardware (laptops, monitors, printers, scanners) and software (Narrative1, Microsoft Office Suite, Adobe Acrobat Pro, Google Earth Pro, DeLorme), as well as subscriptions to professional market data (RealQuest, NiteOwl Pro, MLS, CoStar, LoopNet) for searching property information, records, deeds, and sale/rent comparables. We keep primarily electronic files stored on a server that is backed up regularly. We have an extensive database of market data, trends, and comparable data from previous projects to pull from, when relevant to the current appraisal assignment. We are fully equipped to handle the City's appraisal assignment.

**Appendix
ATTACHMENT 4
CALTRANS ATTACHMENTS**

Please see below.

EXHIBIT 10-H2 COST PROPOSAL Page 1 of 3

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)

(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-ups are Not Allowed

Consultant Santolucito Dore Group, Inc. Prime Consultant Subconsultant 2nd Tier Subconsultant

Project No. TBD Contract No. TBD Participation Amount \$ \$6,500 Date 9/15/2021

For Combined Rate	Fringe Benefit % + General & Administrative %	=	N/A	Combined ICR%
	OR			
For Home Office Rate	Fringe Benefit % + General & Administrative %	=	N/A	Home Office ICR%
For Field Office Rate	Fringe Benefit % + General & Administrative %	=	N/A	Field Office ICR%
		Fee	= N/A	%

BILLING INFORMATION

CALCULATION INFORMATION

Name/Job Title/Classification ¹	Hourly Billing Rates ²			Effective Date of Hourly Rate		Actual or Avg. Hourly Rate ⁴	% or \$ Increase	Hourly Range - for Classifications Only
	Straight ³	OT(1.5x)	OT(2x)	From	To			
John Doe – Project Manager * Civil Engineer II	\$0.00	\$0.00	\$0.00	01/01/2016	12/31/2016	\$0.00		Not Applicable
	\$0.00	\$0.00	\$0.00	01/01/2017	12/31/2017	\$0.00	0.0%	
	\$0.00	\$0.00	\$0.00	01/01/2018	12/31/2018	\$0.00	0.0%	
Sue Jones – Construction Engineer/Inspector Engineer I	\$0.00	\$0.00	\$0.00	01/01/2016	12/31/2016	\$0.00		Not Applicable
	\$0.00	\$0.00	\$0.00	01/01/2017	12/31/2017	\$0.00	0.0%	
	\$0.00	\$0.00	\$0.00	01/01/2018	12/31/2018	\$0.00	0.0%	
Buddy Black – Claims Engineer Engineer III	\$0.00	\$0.00	\$0.00	01/01/2016	12/31/2016	\$0.00		Not Applicable
	\$0.00	\$0.00	\$0.00	01/01/2017	12/31/2017	\$0.00	0.0%	
	\$0.00	\$0.00	\$0.00	01/01/2018	12/31/2018	\$0.00	0.0%	
Land Surveyor **	\$0.00	\$0.00	\$0.00	01/01/2016	12/31/2016	\$0.00		\$00 - \$00
	\$0.00	\$0.00	\$0.00	01/01/2017	12/31/2017	\$0.00	0.0%	\$00 - \$00
	\$0.00	\$0.00	\$0.00	01/01/2018	12/31/2018	\$0.00	0.0%	\$00 - \$00
Technician	\$0.00	\$0.00	\$0.00	01/01/2016	12/31/2016	\$0.00		\$00 - \$00
	\$0.00	\$0.00	\$0.00	01/01/2017	12/31/2017	\$0.00	0.0%	\$00 - \$00
	\$0.00	\$0.00	\$0.00	01/01/2018	12/31/2018	\$0.00	0.0%	\$00 - \$00

(Add pages as necessary)

NOTES:

1. 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.
2. The cost proposal format shall not be amended.
3. Billing rate = actual hourly rate * (1 + ICR) * (1 + Fee). Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans. All costs must comply with the Federal cost principles for reimbursement.
4. For named employees and key personnel enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.

EXHIBIT 10-H2 COST PROPOSAL Page 2 of 3

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Consultant Santolucito Dore Group, Inc. Prime Consultant Subconsultant

Project No. TBD Contract No. TBD Date 9/15/2021

SCHEDULE OF OTHER DIRECT COST ITEMS (Add additional pages as necessary)				
Description of Item	Quantity	Unit	Unit Cost	Total
Sample Property Appraisal - 1224 E. Warner Ave.	1	1	\$4,000	\$4,000
Sample Property Appraisal - 2246 S. Evergreen St.	1	1	\$2,500	\$2,500
TOTAL				\$6,500
Subconsultant 1:				
Subconsultant 2:				
Subconsultant 3:				
Subconsultant 4:				
Subconsultant 5:				

Note: Add additional pages if necessary.

NOTES:

1. List other direct cost items with estimated costs. These costs should be competitive in their respective industries and supported with appropriate documentation.
2. Proposed ODC items should be consistently billed regardless of client and contract type.
3. Items when incurred for the same purpose, in like circumstance, should not be included in any indirect cost pool or in the overhead rate.
4. Items such as special tooling, will be reimbursed at actual cost with supporting documentation (invoice).
5. Items listed above that would be considered "tools of the trade" are not reimbursable as other direct cost.
6. Travel related costs should be pre-approved by the contracting agency and shall not exceed current State Department of Personnel Administration rules.

7. If mileage is claimed, the rate should be properly supported by the consultant's calculation of their actual costs for company vehicles. In addition, the miles claimed should be supported by mileage logs.
8. If a consultant proposes rental costs for a vehicle, the company must demonstrate that this is its standard procedure for all of their contracts and that they do not own any vehicles that could be used for the same purpose.
9. The cost proposal format shall not be amended. All costs must comply with the Federal cost principles.
10. Add additional pages if necessary.
11. Subconsultants must provide their own cost proposals.

EXHIBIT 10-H2 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:

- 7. Generally Accepted Accounting Principles (GAAP)
- 8. Terms and conditions of the contract
- 9. [Title 23 United States Code Section 112](#) - Letting of Contracts
- 10. [48 Code of Federal Regulations Part 31](#) - Contract Cost Principles and Procedures
- 11. [23 Code of Federal Regulations Part 172](#) - Procurement, Management, and Administration of Engineering and Design Related Service
- 12. [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.

Prime Consultant or Subconsultant Certifying:

Name: Christine S. Santolucito Title*: President

Signature:  Date of Certification (mm/dd/yyyy): 9/15/2021

Email: christie@sdgroupinc.com Phone Number: 951-225-3500 x 101

Address: 31600 Railroad Canyon Road, Suite 100-L, Canyon Lake, CA 92587

* 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:

Property Appraisal and Appraisal Review Services

**If selected, our work for the City of Santa Ana's on-call contract will be billed on a lump sum per appraisal basis. It is recommended that our firm is included as a Vendor or Other Direct Cost (ODC) for any projects associated with the on-call contract.*

EXHIBIT 10-I NOTICE TO PROPOSERS DBE INFORMATION

(Federally funded projects only)

The Agency has established a DBE goal for this Contract of 0.00%

TBD

1. TERMS AS USED IN THIS DOCUMENT

- The term “Disadvantaged Business Enterprise” or “DBE” means a for-profit small business concern owned and controlled by a socially and economically disadvantaged person(s) as defined in Title 49, Code of Federal Regulations (CFR), Part 26.5.
- The term “Agreement” also means “Contract.”
- Agency also means the local entity entering into this contract with the Contractor or Consultant.
- The term “Small Business” or “SB” is as defined in 49 CFR 26.65.

2. AUTHORITY AND RESPONSIBILITY

- A. DBEs and other small businesses are strongly encouraged to participate in the performance of Contracts financed in whole or in part with federal funds (See 49 CFR 26, “Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs”). The Consultant must ensure that DBEs and other small businesses have the opportunity to participate in the performance of the work that is the subject of this solicitation and should take all necessary and reasonable steps for this assurance. The proposer must not discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontracts.
- B. Proposers are encouraged to use services offered by financial institutions owned and controlled by DBEs.

3. SUBMISSION OF DBE INFORMATION

If there is a DBE goal on the contract, Exhibit 10-O1 *Consultant Proposal DBE Commitment* must be included in the Proposal. In order for a proposer to be considered responsible and responsive, the proposer must make good faith efforts to meet the goal established for the contract. If the goal is not met, the proposer must document adequate good faith efforts. All DBE participation will be counted towards [meeting](#) the contract goal; therefore, all DBE participation shall be collected and reported.

Exhibit 10-O2 *Consultant Contract DBE Information* must be included in [best qualified consultant’s executed consultant contract](#). Even if no DBE participation will be reported, the successful proposer must execute and return the form.

4. DBE PARTICIPATION GENERAL INFORMATION

It is the proposer’s responsibility to be fully informed regarding the requirements of 49 CFR, Part 26, and the Department’s DBE program developed pursuant to the regulations. Particular attention is directed to the following:

- A. A DBE must be a small business firm defined pursuant to 13 CFR 121 and be certified through the California Unified Certification Program (CUCP).
- B. A certified DBE may participate as a prime consultant, subconsultant, joint venture partner, as a vendor of material or supplies, or as a trucking company.
- C. A DBE proposer not proposing as a joint venture with a non-DBE, will be required to document one or a combination of the following:
 - 1. The proposer is a DBE and will meet the goal by performing work with its own forces.
 - 2. The proposer will meet the goal through work performed by DBE subconsultants, suppliers or trucking companies.
 - 3. The proposer, prior to proposing, made adequate good faith efforts to meet the goal.

- D. A DBE joint venture partner must be responsible for specific contract items of work or clearly defined portions thereof. Responsibility means actually performing, managing, and supervising the work with its own forces. The DBE joint venture partner must share in the capital contribution, control, management, risks and profits of the joint venture commensurate with its ownership interest.
- E. A DBE must perform a commercially useful function pursuant to 49 CFR 26.55, that is, a DBE firm must be responsible for the execution of a distinct element of the work and must carry out its responsibility by actually performing, managing and supervising the work.
- F. The proposer shall list only one subconsultant for each portion of work as defined in their proposal and all DBE subconsultants should be listed in the bid/cost proposal list of subconsultants.
- G. A prime consultant who is a certified DBE is eligible to claim all of the work in the Contract toward the DBE participation except that portion of the work to be performed by non-DBE subconsultants.

5. RESOURCES

- A. The CUCP database includes the certified DBEs from all certifying agencies participating in the CUCP. If you believe a firm is certified that cannot be located on the database, please contact the Caltrans Office of Certification toll free number 1-866-810-6346 for assistance.
- B. Access the CUCP database from the Department of Transportation, Office of Civil Rights [website](#)
 - 1. Click on the link titled Disadvantaged Business Enterprise;
 - 2. Click on Search for a DBE Firm link;
 - 3. Click on [Access to the DBE Query Form](#) located on the first line in the center of the page.

Searches can be performed by one or more criteria. Follow instructions on the screen.

6. MATERIALS OR SUPPLIES PURCHASED FROM DBES COUNT TOWARDS THE DBE GOAL UNDER THE FOLLOWING CONDITIONS:

- A. If the materials or supplies are obtained from a DBE manufacturer, count 100 percent of the cost of the materials or supplies. A DBE manufacturer is a firm that operates or maintains a factory, or establishment that produces on the premises the materials, supplies, articles, or equipment required under the Contract and of the general character described by the specifications.
- B. If the materials or supplies purchased from a DBE regular dealer, count 60 percent of the cost of the materials or supplies. A DBE regular dealer is a firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the Contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a DBE regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. A person may be a DBE regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone or asphalt without owning, operating or maintaining a place of business provided in this section.
- C. If the person both owns and operates distribution equipment for the products, any supplementing of regular dealers' own distribution equipment shall be, by a long-term lease agreement and not an ad hoc or Agreement-by-Agreement basis. Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not DBE regular dealers within the meaning of this section.
- D. Materials or supplies purchased from a DBE, which is neither a manufacturer nor a regular dealer, will be limited to the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on the job site, provided the fees are reasonable and not excessive as compared with fees charged for similar services.

**EXHIBIT 10-K CONSULTANT ANNUAL CERTIFICATION OF
INDIRECT COSTS AND FINANCIAL MANAGEMENT SYSTEM**

(Note: If a Safe Harbor Indirect Cost Rate is approved, this form is not required.)

Consultant's Full Legal Name: Santolucito Dore Group, Inc.

Important: Consultant means the individual or consultant providing engineering and design related services as a party of a contract with a recipient or sub-recipient of Federal assistance. Therefore, the Indirect Cost Rate(s) shall not be combined with its parent company or subsidiaries.

Indirect Cost Rate:

SD Group does not have an ICR Rate because we are a small, woman-owned, disadvantaged business enterprise without a sophisticated financial management system as mentioned in this certification. SD Group bills on a lump sum basis per appraisal report as a direct cost and should be listed as a vendor.

Combined Rate N/A % OR

Home Office Rate N/A % and Field Office Rate (if applicable) N/A %

Facilities Capital Cost of Money N/A % (if applicable)

Fiscal period * N/A

* Fiscal period is annual one year applicable accounting period that the Indirect Cost Rate was developed (not the contract period). The Indirect Cost Rate is based on the consultant's one-year applicable accounting period for which financial statements are regularly prepared by the consultant.

I have reviewed the proposal to establish an Indirect Cost Rate(s) for the **fiscal period** as specified above and have determined to the best of my knowledge and belief that:

- All costs included in the cost proposal to establish the indirect cost rate(s) are allowable in accordance with the cost principles of the Federal Acquisition Regulation (FAR) 48, Code of Federal Regulations (CFR), Chapter 1, Part 31 (48 CFR Part 31);
- The cost proposal does not include any costs which are expressly unallowable under the cost principles of 48 CFR Part 31;
- The accounting treatment and billing of prevailing wage delta costs are consistent with our prevailing wage policy as either direct labor, indirect costs, or other direct costs on all federally-funded A&E Consultant Contracts.
- All known material transactions or events that have occurred subsequent to year-end affecting the consultant's ownership, organization, and indirect cost rates have been disclosed as of the date of this certification.

I am providing the required and applicable documents as instructed on Exhibit 10-A.

Financial Management System:

Our labor charging, job costing, and accounting systems meet the standards for financial reporting, accounting records, and internal control adequate to demonstrate that costs claimed have been incurred, appropriately accounted for, are allocable to the contract, and comply with the federal requirements as set forth in [Title 23 United States Code \(U.S.C.\) Section 112\(b\)\(2\); 48 CFR Part 31.201-2\(d\); 23 CFR, Chapter 1, Part 172.11\(a\)\(2\)](#); and all applicable state and federal rules and regulations.

Our financial management system has the following attributes:

- Account numbers identifying allowable direct, indirect, and unallowable cost accounts;
- Ability to accumulate and segregate allowable direct, indirect, and unallowable costs into separate cost

accounts;

- Ability to accumulate and segregate allowable direct costs by project, contract and type of cost;
- Internal controls to maintain integrity of financial management system;
- Ability to account and record costs consistently and to ensure costs billed are in compliance with FAR;
- Ability to ensure and demonstrate costs billed reconcile to general ledgers and job costing system; and
- Ability to ensure costs are in compliance with contract terms and federal and state requirement

Cost Reimbursements on Contracts:

I also understand that failure to comply with 48 CFR Part 16.301-3 or knowingly charge unallowable costs to Federal-Aid Highway Program (FAHP) contracts may result in possible penalties and sanctions as provided by the following:

- Sanctions and Penalties - [23 CFR Part 172.11\(c\)\(4\)](#)
- False Claims Act - [Title 31 U.S.C. Sections 3729-3733](#)
- Statements or entries generally - [Title 18 U.S.C. Section 1001](#)
- Major Fraud Act - [Title 18 U.S.C. Section 1031](#)

All A&E Contract Information:


- Total participation amount \$ N/A on all State and FAHP contracts for Architectural & Engineering services that the consultant received in the last three fiscal periods.
- The number of states in which the consultant does business is _____.
- Years of consultant's experience with 48 CFR Part 31 is _____.
- Audit history of the consultant's current and prior years (if applicable)

<input type="checkbox"/> Cognizant ICR Audit	<input type="checkbox"/> Local Gov't ICR Audit	<input type="checkbox"/> Caltrans ICR Audit
<input type="checkbox"/> CPA ICR Audit	<input type="checkbox"/> Federal Gov't ICR Audit	

I, the undersigned, certify all of the above to the best of my knowledge and belief and that I have reviewed the Indirect Cost Rate Schedule to determine that any costs which are expressly unallowable under the Federal cost principles have been removed and comply with [Title 23 U.S.C. Section 112\(b\)\(2\)](#), [48 CFR Part 31](#), [23 CFR Part 172](#), and all applicable state and federal rules and regulations. I also certify that I understand that all documentation of compliance must be retained by the consultant. I hereby acknowledge that costs that are noncompliant with the federal and state requirements are not eligible for reimbursement and must be returned to Caltrans.

Name**: Christine S. Santolucito

Title**: President

Signature: 

Date of Certification (mm/dd/yyyy): 9/15/2021

Email**: christie@sdgroupinc.com

Phone Number**: 951-225-3500

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

Note: ***Both prime and subconsultants as parties of a contract must complete their own Exhibit 10-K forms. Caltrans will not process local agency's invoices until a complete Exhibit 10-K form is accepted and approved by Caltrans Audits and Investigations.***

Distribution: 1) Original - Local Agency Project File
2) Copy - Consultant
3) Copy - Caltrans Audits and Investigations

EXHIBIT 10-01 CONSULTANT PROPOSAL DBE COMMITMENT

1. Local Agency: City of Santa Ana 2. Contract DBE Goal: TBD
 3. Project Description: On-Call Property Appraisal Services
 4. Project Location: City of Santa Ana
 5. Consultant's Name: Santolucito Doré Group, Inc. 6. Prime Certified DBE:

7. Description of Work, Service, or Materials Supplied	8. DBE Certification Number	9. DBE Contact Information	10. DBE %
Property Appraisal and Appraisal Review Services	43345	Christine S. Santolucito, R/W-AC 951-225-3500 ext. 101 christie@sdgroupinc.com	100%
Local Agency to Complete this Section			11. TOTAL CLAIMED DBE PARTICIPATION 100 %
17. Local Agency Contract Number: _____ 18. Federal-Aid Project Number: _____ 19. Proposed Contract Execution Date: _____ 20. Consultant's Ranking after Evaluation: _____ 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. <div style="display: flex; justify-content: space-between;"> <div data-bbox="906 1423 1252 1486"> _____ 12. Preparer's Signature </div> <div data-bbox="1279 1434 1484 1486"> <u>9/15/2021</u> 13. Date </div> </div> <div style="display: flex; justify-content: space-between;"> <div data-bbox="906 1503 1252 1556"> <u>Christine S. Santolucito</u> 14. Preparer's Name </div> <div data-bbox="1279 1503 1484 1556"> <u>951-225-3500</u> 15. Phone </div> </div> <div style="display: flex; justify-content: space-between;"> <div data-bbox="906 1572 1252 1625"> <u>President</u> 16. Preparer's Title </div> </div>

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.

INSTRUCTIONS – CONSULTANT PROPOSAL DBE COMMITMENTCONSULTANT SECTION

- 1. Local Agency** - Enter the name of the local or regional agency that is funding the contract.
- 2. Contract DBE Goal** - Enter the contract DBE goal percentage as it appears on the project advertisement.
- 3. Project Location** - Enter the project location as it appears on the project advertisement.
- 4. Project Description** - Enter the project description as it appears on the project advertisement (Bridge Rehab, Seismic Rehab, Overlay, Widening, etc.).
- 5. Consultant's Name** - Enter the consultant's firm name.
- 6. Prime Certified DBE** - Check box if prime contractor is a certified DBE.
- 7. Description of Work, Services, or Materials Supplied** - Enter description of work, services, or materials to be provided. Indicate all work to be performed by DBEs including work performed by the prime consultant's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
- 8. DBE Certification Number** - Enter the DBE's Certification Identification Number. All DBEs must be certified on the date bids are opened.
- 9. DBE Contact Information** - Enter the name, address, and phone number of all DBE subcontracted consultants. Also, enter the prime consultant's name and phone number, if the prime is a DBE.
- 10. DBE %** - Percent participation of work to be performed or service provided by a DBE. Include the prime consultant if the prime is a DBE. See LAPM Chapter 9 for how to count full/partial participation.
- 11. Total Claimed DBE Participation %** - Enter the total DBE participation claimed. If the total % claimed is less than item "Contract DBE Goal," an adequately documented Good Faith Effort (GFE) is required (see Exhibit 15-H DBE Information - Good Faith Efforts of the LAPM).
- 12. Preparer's Signature** - The person completing the DBE commitment form on behalf of the consultant's firm must sign their name.
- 13. Date** - Enter the date the DBE commitment form is signed by the consultant's preparer.
- 14. Preparer's Name** - Enter the name of the person preparing and signing the consultant's DBE commitment form.
- 15. Phone** - Enter the area code and phone number of the person signing the consultant's DBE commitment form.
- 16. Preparer's Title** - Enter the position/title of the person signing the consultant's DBE commitment form.

LOCAL AGENCY SECTION

- 17. Local Agency Contract Number** - Enter the Local Agency contract number or identifier.
- 18. Federal-Aid Project Number** - Enter the Federal-Aid Project Number.
- 19. Proposed Contract Execution Date** - Enter the proposed contract execution date.
- 20. Consultant's Ranking after Evaluation** - Enter consultant's ranking after all submittals/consultants are evaluated. Use this as a quick comparison for evaluating most qualified consultant.
- 21. Local Agency Representative's Signature** - The person completing this section of the form for the Local Agency must sign their name to certify that the information in this and the Consultant Section of this form is complete and accurate.
- 22. Date** - Enter the date the DBE commitment form is signed by the Local Agency Representative.
- 23. Local Agency Representative's Name** - Enter the name of the Local Agency Representative certifying the consultant's DBE commitment form.
- 24. Phone** - Enter the area code and phone number of the person signing the consultant's DBE commitment form.
- 25. Local Agency Representative Title** - Enter the position/title of the Local Agency Representative certifying the consultant's DBE commitment form.

EXHIBIT 10-O2 CONSULTANT CONTRACT DBE COMMITMENT

1. Local Agency: _____ 2. Contract DBE Goal: _____
 3. Project Description: _____
 4. Project Location: _____
 5. Consultant's Name: _____ 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
Property Appraisal and Appraisal Review Services	43345	Christine S. Santolucito, R/W-AC 951-225-3500 ext. 101 christie@sdgroupinc.com	\$6,500
Local Agency to Complete this Section			\$ 6,500
20. Local Agency Contract Number: _____ 21. Federal-Aid Project Number: _____ 22. Contract Execution Date: _____ Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.			
23. Local Agency Representative's Signature _____ 24. Date _____ 25. Local Agency Representative's Name _____ 26. Phone _____ 27. Local Agency Representative's Title _____			14. TOTAL CLAIMED DBE PARTICIPATION IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required. _____ 9/15/2021 15. Preparer's Signature 16. Date Christine S. Santolucito 951-225-3500 17. Preparer's Name 18. Phone President 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.

INSTRUCTIONS – CONSULTANT CONTRACT DBE COMMITMENTCONSULTANT SECTION

- 1. Local Agency** - Enter the name of the local or regional agency that is funding the contract.
- 2. Contract DBE Goal** - Enter the contract DBE goal percentage as it appears on the project advertisement.
- 3. Project Description** - Enter the project description as it appears on the project advertisement (Bridge Rehab, Seismic Rehab, Overlay, Widening, etc).
- 4. Project Location** - Enter the project location as it appears on the project advertisement.
- 5. Consultant's Name** - Enter the consultant's firm name.
- 6. Prime Certified DBE** - Check box if prime contractor is a certified DBE.
- 7. Total Contract Award Amount** - Enter the total contract award dollar amount for the prime consultant.
- 8. Total Dollar Amount for ALL Subconsultants** – Enter the total dollar amount for all subcontracted consultants. SUM = (DBEs + all Non-DBEs). Do not include the prime consultant information in this count.
- 9. Total number of ALL subconsultants** – Enter the total number of all subcontracted consultants. SUM = (DBEs + all Non-DBEs). Do not include the prime consultant information in this count.
- 10. Description of Work, Services, or Materials Supplied** - Enter description of work, services, or materials to be provided. Indicate all work to be performed by DBEs including work performed by the prime consultant's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
- 11. DBE Certification Number** - Enter the DBE's Certification Identification Number. All DBEs must be certified on the date bids are opened.
- 12. DBE Contact Information** - Enter the name, address, and phone number of all DBE subcontracted consultants. Also, enter the prime consultant's name and phone number, if the prime is a DBE.
- 13. DBE Dollar Amount** - Enter the subcontracted dollar amount of the work to be performed or service to be provided. Include the prime consultant if the prime is a DBE. See LAPM Chapter 9 for how to count full/partial participation.
- 14. Total Claimed DBE Participation - \$:** Enter the total dollar amounts entered in the "DBE Dollar Amount" column. **%:** Enter the total DBE participation claimed ("Total Participation Dollars Claimed" divided by item "Total Contract Award Amount"). If the total % claimed is less than item "Contract DBE Goal," an adequately documented Good Faith Effort (GFE) is required (see Exhibit 15-H DBE Information - Good Faith Efforts of the LAPM).
- 15. Preparer's Signature** - The person completing the DBE commitment form on behalf of the consultant's firm must sign their name.
- 16. Date** - Enter the date the DBE commitment form is signed by the consultant's preparer.
- 17. Preparer's Name** - Enter the name of the person preparing and signing the consultant's DBE commitment form.
- 18. Phone** - Enter the area code and phone number of the person signing the consultant's DBE commitment form.
- 19. Preparer's Title** - Enter the position/title of the person signing the consultant's DBE commitment form.

LOCAL AGENCY SECTION

- 20. Local Agency Contract Number** - Enter the Local Agency contract number or identifier.
- 21. Federal-Aid Project Number** - Enter the Federal-Aid Project Number.
- 22. Contract Execution Date** - Enter the date the contract was executed.
- 23. Local Agency Representative's Signature** - The person completing this section of the form for the Local Agency must sign their name to certify that the information in this and the Consultant Section of this form is complete and accurate.
- 24. Date** - Enter the date the DBE commitment form is signed by the Local Agency Representative.
- 25. Local Agency Representative's Name** - Enter the name of the Local Agency Representative certifying the consultant's DBE commitment form.
- 26. Phone** - Enter the area code and phone number of the person signing the consultant's DBE commitment form.
- 27. Local Agency Representative Title** - Enter the position/title of the Local Agency Representative certifying the consultant's DBE commitment form.



September 15, 2021

Mr. Kenny Nguyen
Project Manager
City of Santa Ana
Public Works Agency; M-36
20 Civic Center Plaza; Ross Annex
Santa Ana, CA 92701

RE: **RFP No. 21-103**
Appraisal Lump Sum Billing – 10-K Exception Request

Dear Mr. Nguyen:

The Santolucito Doré Group, Inc. (SD Group) is a small, women-owned, disadvantaged business enterprise. We offer essentially one type of service – valuation services and typically bill our services on a lump sum per appraisal basis. As such, we do not have the need for sophisticated financial management software with cost segregation features as required on Exhibit 10-K, Consultant Annual Certification of Indirect Costs and Financial Management System. Implementing such software and practices would be cost prohibitive for us as a small DBE firm and we cannot certify to something we can't comply with.

If selected, our work for the City of Santa Ana's on-call contract will be billed on a lump sum per appraisal basis. It is recommended that our firm is included as a Vendor or Other Direct Cost (ODC) for any projects associated with the on-call contract. The Caltrans Local Assistance Procedures Manual allows DBE's to participate in a number of ways, including being contracted as a vendor. Please see the attached page from the manual.

Please let me know if you have any questions or need any additional information. We are excited for the opportunity to work with the City on this project.

Sincerely,



Christine S. Santolucito, R/W-AC
President

and conditions of the contract. The mechanisms may also provide that any delay or postponement of payment among the parties may take place only for good cause with the Agency's prior written approval.

9.7 DBE Participation on the Contract

Participation Opportunities

The local agency should structure its contracts and cost estimates by task to provide opportunities for DBE participation. Participation by DBEs is possible during the Preliminary Engineering, Environmental, Final Design, Right of Way, and Construction phases of the project, and includes work as lead consultants, prime contractors, sub-consultants, subcontractors, suppliers, vendors and truckers.

DBE Contract Goals

All federal-aid contracts that have subcontracting opportunities must have a DBE goal set. This includes, but is not limited to: construction, consultant services such as project specific Architectural & Engineering (A&E), and master on-call A&E contracts. A DBE contract goal is a percentage of the total contract amount that is expected to be performed by certified DBE firms. The DBE contract goal will vary depending on the type of work involved, the location of the work, and the availability of DBEs for the work of the particular contract.

The contract goal may be zero in situations such as extremely limited subcontracting opportunities, the lack of certified DBEs available in the District for the work to be performed, or other reasons. The local agency will need to keep documentation in the project file when a zero percent DBE contract goal is deemed appropriate.

Some contracts, such as Emergency Opening, Sole-source, Nonprofit do not require a DBE goal. Work performed through Force Account also does not need a DBE goal. In these cases, there is no contract goal (different from zero percent goal).

Setting the DBE Contract Goal

When setting a DBE goal, the Agency may use contract goals only on those federal-aid contracts that have subcontracting possibilities. The goal for a specific contract may be higher or lower than the percentage level of the statewide overall goal, depending on such factors as the type of work involved, the location of the work, and the availability of DBEs for the work of the particular contract. However, over the period covered by the State's overall goal, the Agency must set contract goals, and these individual contract goals will cumulatively result in meeting any portion of the state's overall goal. The actual DBE participation for each of the local agency's contracts contributes to the calculation used to determine if the statewide goal has been met.

Caltrans approval of each contract goal is not necessarily required. However, Caltrans may review and approve or disapprove any contract goal the Agency establishes. The Agency's contract goals must provide for participation by all certified DBEs and must not be subdivided into group-specific goals.

DBE contract goals are established to encourage more participation of DBEs for federal-aid transportation contracts. The bullets below provide a summary guidance of how to set the DBE contract goal. For a detailed set of instructions and a template example, please refer to [Exhibit 9-D: DBE Contract Goal Methodology](#).