

COUNTY OF SAN MATEO

County Manager's Office

DATE: March 22, 2001

Board Agenda Date: April 10, 2001

TO: Honorable Board of Supervisors

FROM: Paul T. Scannell, Assistant County Manager



SUBJECT: Professional Services Agreement with the City of Belmont for Ralston Avenue at Highway 101 Interchange Project

Recommendation

Adopt a Resolution authorizing the President to execute a Professional Services Agreement with the City of Belmont for provision of right-of-way appraisal and acquisition services for the City's Ralston Avenue Interchange Project.

Background

The City of Redwood City will be constructing improvements to the Ralston Avenue-Highway 101 interchange. The project requires acquisition of a portion of an estimated six parcels. Since the project involves a State highway, Caltrans requires that the acquisition of right-of-way be performed by a local public agency that has staff qualified in public agency right-of-way acquisitions. The City has requested the Real Property Division's assistance to acquire the property for the project.

Discussion

The Agreement provides for the County to perform and/or contract for the right-of-way acquisition activities. The services are to be provided in accordance with all applicable State and Federal acquisition laws and procedures.

The Agreement contains the following major terms and conditions.

1. The Real Property Division will perform or contract for appraisal and acquisition services.

The Honorable Board of Supervisors
March 22, 2001
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2. County staff's time will be reimbursed by the City at the current production hourly rate. The County will receive reimbursement from the City for contract services. The amount is not to exceed \$52,000
3. The agreement terminates December 31, 2002.
4. A mutual hold harmless clause is included.

Fiscal Impact

There is no County cost as the City will reimburse the County for staff time and contract services.

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cc/enc: D. Penny Bennett, Deputy County Counsel

cc. Lynda Green, Manager, Real Property Services Division

RESOLUTION NO. _____

BOARD OF SUPERVISORS, COUNTY OF SAN MATEO, STATE OF CALIFORNIA

* * * * *

RESOLUTION AUTHORIZING EXECUTION OF A
PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE COUNTY OF SAN MATEO AND
THE CITY OF BELMONT FOR THE
RALSTON AVENUE AT HIGHWAY 101 INTERCHANGE PROJECT

RESOLVED, by the Board of Supervisors of the County of San Mateo, State of California,
that

WHEREAS, there has been presented to this Board of Supervisors for its consideration and acceptance a Professional Services Agreement, reference to which is hereby made for further particulars, whereby the COUNTY OF SAN MATEO shall provide right-of-way appraisal, acquisition and related services, which services are more particularly described in said Agreement, to the CITY OF BELMONT under the terms and conditions contained in said Agreement; and

WHEREAS, this Board has been presented with a form of such Agreement and said Board has examined and approved same as to both form and content and desires to enter into same:

NOW, THEREFORE, IT IS HEREBY DETERMINED AND ORDERED as follows:

1. That the President of this Board of Supervisors be, and is hereby, authorized and directed to execute said Professional Services Agreement for and on behalf of the County of San Mateo, and the Clerk of this Board shall attest to the signature thereto.

2. That the Assistant County Manager or his designee is hereby authorized to accept or execute on behalf of the County, any and all notices, documents or certifications in connection with the Agreement.

PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into this _____ day of _____, 2001, between the City of Belmont, a municipal corporation (hereinafter referred to as 'City') and the County of San Mateo, a political subdivision of the State of California (hereinafter referred to as "County").

The City desires right-of-way appraisal, acquisition and related services (hereinafter referred to as "Services") in connection with City's Route 101/Marine Parkway-Ralston Avenue Interchange Improvements Project (hereinafter referred to as the Project").

The County represents that:

- 1) it is qualified and able to provide the Services, and
- 2) has right-of-way staff certified by the State of California Department of Transportation to perform the Services described herein for the parcels to be acquired in connection with the Project.

The County hereby agrees to perform the Services subject to the terms and conditions contained herein and for the consideration hereinafter set forth.

1. County shall provide appraisal, acquisition, and related services that are required for the project. Services shall include the activities listed on Appendix 'A' attached hereto and incorporated herein by reference and the activities listed below:
 - a. Prepare or contract for the preparation of appraisal report(s) in accordance with the conditions contained in Appendix "B" attached hereto and made a part hereof.
 - b. Contact owners of property referred to herein for the purpose of acquiring the right-of-way required for this project in accordance with the conditions contained in Appendix "C" attached hereto and made a part hereof. County may elect to contract for services of an independent contractor to perform acquisition services.
 - c. Provide any other needed services as provided for herein or at the request of the City

Said activities can be modified by the parties from time to time if necessary. All services shall be performed in compliance with applicable State and Federal regulations and for the purpose of obtaining a Right-of-Way Certification from the California Department of Transportation if required for the project. Review checklists contained in Appendices B

and C attached hereto and incorporated herein by reference shall be used to ensure compliance with applicable regulations.

2. Except as otherwise may be provided for in this agreement County shall not sublet or transfer any of the work described herein. In the event that any such other persons are retained by County, County hereby warrants that such persons shall be fully qualified to perform services required hereunder. County further agrees that no subcontractor shall be retained by County except upon the prior written approval of City. Subcontracts, if approved, shall contain all required provisions of the prime contract.
3. The City agrees to indemnify and save harmless the County, its officers, agents and/or employees from any and all claims and losses for injuries to persons or damage to property which arise out of the terms and conditions of this Agreement, and which result from the negligent or intentional acts or omissions of City, its officers, agents and/or employees.

The County agrees to indemnify and save harmless the City, its officers, agents and/or employees from any and all claims and losses for injuries to persons or damage to property which arise out of the terms and conditions of this Agreement, and which result from the negligent or intentional acts or omissions of County, its officers, agents and/or employees. Any subcontractor to the County approved under Section 2 above shall be considered an agent of the County for this Sub-section.

In the event that concurrent negligence of City, its officers, agents and/or employees, and County, its officers, agents and/or employees are proximate causes of the alleged injury or damage giving rise to the claim, then the liability for any and all such claims for injuries or damages shall be apportioned under California's current law of Comparative Negligence.

The duty to indemnify and hold harmless, as set forth hereinabove, shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

4. The County shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred on the Services and to the Services themselves and shall make all such materials available at any reasonable time during the term of work on the services and for a period of three (3) years from the date of payment to the County by the City for work performed by the County on the services as authorized by the City. The City, State, Federal Highway Administration, U.S. Department of Transportation and Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the County which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts and transcriptions. Also, records supporting cost proposals shall be available for review by authorized representatives of the City, State, and Federal government, and if such data is used to support any contracts entered into with any Consultants, it shall be

subject to a three-year retention period. After the three-year retention period, should the County determine to destroy such data, the County shall transfer such records to the City.

All documents furnished to County by the City or City's consultants and all reports and supportive data prepared or received by the County for review under this Agreement are the City's property and shall be delivered to the City upon the completion of County's services or at the City's written request. All reports, information, data, and exhibits prepared or assembled by County in connection with the performance of its services pursuant to this Agreement, if any, are confidential until released by the City to the public, and except as provided above, the County shall not make any of these documents or information available to any individual or organization not employed by the County or the City without the written consent of the City before any such release.

5. This Agreement shall be effective on April 1, 2001, and shall be considered terminated upon completion of the Services by the County or on December 31, 2002, whichever occurs first unless otherwise extended by written agreement between the parties.
6. The cost principles and procedures for use in the determination of the allowability of individual items of cost shall be those set forth in 48 C.F.R., Part 31, Chapter 1, and are herein incorporated by reference.
7.
 - A) City agrees to pay County for the Services in accordance with Appendix 'D' attached hereto and incorporated herein by reference. County shall invoice City for costs actually incurred or contracted for in accordance with this Agreement. County shall invoice City no more frequently than each thirty (30) days. County shall accumulate all project costs in a separate account and furnish City a detailed statement of costs with each invoice. These costs shall include all County's right-of-way staff time and amount paid to any of County's consultants on the project. In no event shall the cost to the City exceed Fifty Two Thousand Dollars (\$52,000).
 - B) City agrees to pay County within 30 days following the receipt of invoice for Services performed by County and County's Consultants.
8. If major changes in the scope, character, or total costs of the Services becomes necessary, the City and the County may enter into a Supplemental Agreement or new Agreement in writing to address these changes.
9. No modification, waiver, termination, or amendment of this Agreement is effective unless made in writing signed by the City and County

10 City agrees to.

- A. Provide to County copies of maps, correspondence, title reports, and any other documents pertaining to the parcels listed in Appendix "A" necessary to County to perform the Services described herein.
- B. Provide appraisal maps prepared in accordance with Caltrans guidelines and legal descriptions of the parcels to be acquired.
- C. Provide such information as is generally available from City files applicable to the Project.
- D. Review for acceptance any property interest proposed for acquisition in City's name for the project and agrees to promptly accept and record any document conveying said interest. County shall be notified promptly, in writing, of the recording of any such document.
- E. Provide assistance, if necessary, in obtaining information from other governmental agencies, and/or private parties. However, it shall be County's responsibility to make all initial contact with respect to the gathering of such information.
- F. If applicable, to arrange for prompt delivery into escrow of the funds and documents necessary to convey title and close escrow upon receipt of the executed acquisition documents from County.
- G. To acquire through proceedings in eminent domain any parcel or parcels required for the project that County is unable to acquire by negotiated settlement
- H. Provide all appropriate legal services in all matters relative to the project and any acquisitions through condemnation.

11. County agrees to:

- A. Ensure that all services will comply with all applicable State and Federal regulations.
- B. To the greatest extent possible and within the guidelines established by State and Federal laws shall complete the project in accordance with City's project schedule and, if applicable, obtain a Right of Way Certification from the California Department of Transportation. This shall not be construed as a guarantee that acquisition of property required for the project will be completed in accordance with City's construction schedule.

- 12 Any and all notices, demands, invoices and written communication between the parties hereto shall be addressed as follows.

City: John Curtis, Director of Public Works
City of Belmont
1070 Sixth Avenue, Suite 306
Belmont, CA 94002

County: Lynda Green, Manager
Real Property Services
County Manager's Office
County of San Mateo
455 County Center, 5th Floor
Redwood City, CA 94063

Any such notices, demands, invoices, and written communication by mail shall be deemed to have been received by the addressee ninety-six (96) hours after deposit thereof in the United States mail, postage prepaid, first class and properly addressed as set forth above.

13. The following individuals shall be primarily responsible for the day-to-day management and oversight of the performance of this Agreement:

For City: John Curtis, Director of Public Works

For County: Lynda Green, Real Property Services Manager

Should this designation change, the changing party shall notify the other party in writing.

14. This Agreement may be terminated by either party upon the giving of a written notice of termination at least fifteen (15) days prior to the date of termination specified in said notice. In the event this Agreement is so terminated, County shall be compensated at County's applicable rates as set forth in Appendix 'D' for costs incurred and services performed before County received notice of termination. In no event, however, shall County receive any more than the maximum specified in paragraph 7(A) above.
15. The County is required to comply with Title VI of the Civil Rights Act of 1964, as amended. Accordingly, Title 49, Code of Federal Regulations, Part 21 through Appendix H, and Title 23, C.F.R., Section 710.405(b) are made applicable to reference and are hereinafter considered a part of this Agreement.
16. The Services to be provided to the City, as set forth in this Agreement, shall be provided by the County as an independent contractor as defined in Labor Code 3353, under the control of the City as to the result of the work but not the means by which the result is accomplished, and nothing herein contained shall be construed to make the County an

agent or employee of the City while providing these services. County shall be entitled to no other benefits or compensation except as provided in this Agreement

- 17 This Agreement supersedes any and all other agreements, either oral or in writing, between the parties with respect to the subject matter herein. Each party to this Agreement acknowledges that no representation by any party which is not embodied herein nor any other agreement, statement, or promise not contained in this Agreement shall be valid and binding. Any modification of this Agreement shall be effective only if it is in writing and signed by all parties

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first set forth above:

COUNTY

PRESIDENT, BOARD OF SUPERVISORS

ATTEST

Clerk of the Board

CITY

Signature: _____
Printed Name _____
Title: _____

ATTEST

APPENDIX "A"

SCOPE OF RIGHT-OF-WAY ACQUISITION SERVICES

The services to be provided to acquire fee title to a portion of the six (6) parcels listed below, on behalf of the City of Belmont for the improvement of the State Route 101 interchange at Marine Parkway/Ralston Avenue, include the following:

Parcel List

| | <u>APN</u> | <u>Owner</u> | <u>Rights Required</u> |
|----|---|---------------------------|------------------------|
| 1 | 040-360-400; 480 | Lucas, D & S. | Fee Title (Part-take) |
| 2. | 095-040-120 | Oracle Corp. | Fee Title (Part-take) |
| 3 | 095-040-350 | Oracle Corp. | Fee Title (Part-take) |
| 4. | 095-040-370 | Oracle Corp. | Fee Title (Part-take) |
| 5. | Common Area-Lot 5 RSM 115/22-25 not assessed | | Fee Title (Part-take) |
| 6. | 095-151-160 | Daniel Prop./Oracle Corp. | Fee Title (Part-take) |

Appraisal

Prepare (or contract for the preparation of) and review appraisal(s) for conformance to the attached Appendix B - Caltrans Appraisal Report Format and Guide for Prenegotiation Appraisals (Local Agency)'.

Provide recommendation to City for acceptance of appraisal(s).

Acquisition

Prepare acquisition documents prior to negotiations in conformance with applicable State and Federal regulations

Conduct negotiations to acquire parcels required for the project (or contract with independent acquisition agent to conduct negotiations)

If applicable, arrange for escrow accounts and close of escrow for all parcels.

General

Consultation with CalTrans, City and City s consultants as applicable and on an as needed basis

Miscellaneous

Review and comment on miscellaneous property info such as environmental, title, etc

Prepare and/or review Right of Way Certification, if applicable

APPENDIX "B"

CALTRANS APPRAISAL REPORT FORMAT AND GUIDE FOR PRENEGOTIATION APPRAISALS (LOCAL AGENCY)

Section A - Description of Work

1. Fee title of portions of the following six (6) parcels is to be appraised for acquisition for the State Route 101-Marine Parkway/Ralston Avenue Widening Project:

| <u>APN</u> | <u>Owner</u> | <u>Rights Required</u> |
|---|--------------------------|------------------------|
| 040-360-400; 480 | Lucas, D & S | Fee Title (Part-take) |
| 095-040-120 | Oracle Corp. | Fee Title (Part-take) |
| 095-040-350 | Oracle Corp. | Fee Title (Part-take) |
| 095-040-370 | Oracle Corp. | Fee Title (Part-take) |
| Common Area-Lot 5 RSM 115/22-25 not assessed | | Fee Title (Part-take) |
| 095-151-160 | Daniel Prop /Oracle Corp | Fee Title (Part-take) |

2. One (1) copy of the Appraisal Report will be submitted to City for acceptance prior to commencement of negotiations.
3. Following Sections B, C and D cover, generally, the appraisal policies, format, standards and content. However, the appraisal shall be prepared in accordance with Standards and Procedures as set forth in the Right of Way Manual, Chapter 7 - Appraisals, State of California, Department of Transportation (Caltrans) This handbook is hereinafter referred to as the Caltrans Appraisal Handbook.

References to the various chapters and sections of Caltrans Appraisal Handbook are made throughout the following Sections B, C and D. Although references are not stated for each item in Sections B, C and D, the Appraisal Handbook covers all items in more detail.

Section B - Policies

1. Real property will be appraised before the initiation of negotiations with an owner.
2. The owner or the designated representative will be given an opportunity to accompany the appraiser during the inspection of the property. This must be in the form of a written letter to the owner. See Section 7 01.09.00 of Caltrans Appraisal Handbook.

3. Any decrease or increase in the fair market value of real property prior to the date of valuation caused by the public improvement for which such property is acquired for such improvements, other than that due to physical deterioration within the reasonable control of the owner, will be disregarded in determining the compensation for the property.
4. Appraisers will not give consideration to nor include in their appraisals any allowance for relocation assistance benefits.
5. The appraiser will initiate and include a parcel diary in the appraisal report. Include in the diary that a Notice of Decision to Appraise was sent to the owner and he/she was invited to accompany the appraiser during the Appraiser's inspection of the property. A copy of the Notice of Decision to Appraise letter sent to the owner will be included in the appraisal report. See Section 7.01.10.00 of Caltrans Appraisal Handbook.
6. The appraisal report may be subject to Caltrans cumulative review process to ensure consistent standards of quality for staff appraisals. Each independent appraiser should be familiar with the Caltrans appraisal policies and review procedures when subject to such a review.
7. The appraiser, at the beginning of the appraisal process (property inspection), will identify the owners of any business(es) conducted on the subject property.

The reason for this is so that necessary steps can be taken to notify the business owners of their rights to compensation for loss of goodwill and to start the process for the evaluation of any potential loss (In accordance with Eminent Domain Code Sections 1263.510 - 510)

Section C - Format

A. Narrative Appraisal Reports:

The text should be set forth, insofar as possible, as outlined below

1. Introduction
 - a. Title Page
 - b. Letter of Transmittal
 - c. Certificate of Appraiser (CalTrans Form RW 7-6)
 - d. Appraisal Summary Sheet (CalTrans Form RW 7-4)
 - e. Table of Contents
 - f. Statement of Limiting Conditions and Assumptions
 - g. Federal-Aid Project Number (if applicable)
 - h. Pictures of outdoor advertising
2. General Data
 - a. Date of Appraisal. Also, state date(s) parcel(s) inspected.
 - b. Purpose of Appraisal
 - c. Area, City and Neighborhood Data. This data should be kept to a minimum to reflect only information and trends directly affecting the appraised property.
3. Parcel Data
 - a. Appraisal Page - Insert at the front of each section for an individual parcel (Form RW 7-9)
 - b. Photographs
 - c. Ownership Interests
 - d. Occupancy Data - Owner and Tenant
 - e. Site Description - Include topography, mineral deposits, easements, access, and location factors.
 - f. Real Property Improvements - Including 'Improvements Pertaining to the Realty.' Include description, measurements, purposes, ownerships, condition and quality.
 - g. History of Conveyances - Five-year minimum
 - h. Zoning/General Plan
 - i. Utilities
 - j. Discussion of hazardous waste material on subject property (See Sections 7 04.12.00 through 7 04.12 07 of Caltrans Appraisal Handbook.)
 - k. Copy of letter to the property owner - "Notice of Decision to Appraise" (See Section 7.01 09.00 of Caltrans Appraisal Handbook)
- 4 Valuation (See Section D for specific standards and content required)

- a. Analysis of Highest and Best Use
- b. Land value
- c. Value estimate by comparative (market) approach
- d. Value estimate by cost approach (if applicable)
- e. Value estimate by income approach (if applicable)
- f. Interpretation and reconciliation of estimates
- g. Miscellaneous valuations/improved parcels - leaseholds, easements, equipment, salvage value, rental rates, etc.
- h. Damage and Special Benefits Analysis
- i. Description of proposed project requiring acquisition of the property. Also for part takes, a detailed description of how acquisition of part take and construction of the project in the manner proposed will affect the value of the remaining property.

5. Exhibits/Addenda

- a. Location Map
- b. Comparative Sales Location Map
- c. Comparative Sales Data Detail Sheets
- d. Plot Plan
- e. Floor Plan - When needed to explain value estimates
- f. Other pertinent exhibits
- g. Appraiser Qualifications - Including all appraisers/ technicians contributing to report
- h. Subject Parcel Map (appraisal map)

B. Form Type Appraisal Reports

1. Memorandum Appraisals

A memorandum appraisal may be used in lieu of the standard narrative report for non-complex parcel valuations of \$10,000 or less.

Please refer to Section 7.02.12.00 of Caltrans Appraisal Handbook for the particulars on the format to be used in memorandum appraisals.

2. Form Appraisals for Single Family Residences (total acquisitions only)

The Uniform Residential Appraisal Report (URAR) may be used for appraisals of single family residences (total acquisitions only).

Please refer to Section 7 07.02.00 of Caltrans Appraisal Handbook for further details on use of the form appraisal.

Section D - Standards and Content

1. Appraisal. The term ' appraisal" as used herein, is a written statement setting forth an opinion of the market value of an adequately described property as of a specified date, supported by the presentation and analysis of relevant data.
2. Appraisal Data. Each appraisal report must be sufficiently supported by pertinent factual data and in such detail as to reveal that the appraiser has made an adequate study and analysis of property value data in the area involved, that he/she has considered all pertinent and reliable data, and that he/she has used sound, logical reasoning in developing the conclusions as to the fair market value of the property involved. Such conclusions will be based upon acceptable appraisal techniques and standards.
3. Appraisals for Easement Takings. The appraisal will reflect the restrictive elements of the easement to be acquired and the potential effect of such elements on the highest and best use. Full details with respect to any interference with the highest and best use of the property affected must be explained and supported.

a. Valuation of Temporary Easement Takings:

Right of way requirements for such items as detours and temporary construction areas will be valued by the loss of utility and desirability, of the encumbered area and other affected portions, for the period needed. This loss may be expressed as a discounted land rental for the period of the loss of owner's actual use of the area. The period of loss of owner's actual use of the area may vary considerably. For example, actual use of a parking lot may be lost only during actual construction. Conversely, the loss may occur for the full term of the agreement if a commercial property is precluded from development or profitable use until the termination date. Describe the basis of valuation and term of loss of actual use. Damages for restorative work after termination may also be necessary.

b. Valuation of Permanent Easement Takings:

Permanent requirements of less than fee title, such as drainage easements, will be valued by the loss of utility and desirability before and after the imposition of the encumbrance. This loss may be expressed as a percentage of unencumbered fee value. The requirement may also involve improvements and possible damages and special benefits to the remaining property.

Care must be exercised that easements existing within the subject fee acquisition are properly valued and that double payment is not proposed for easement replacement requirements.

4. Partial Taking. Where the taking involves only a part of the property, the appraiser will estimate the severance damages and special benefits to the remainder, if any, including reasoning and market data to support the conclusion. The "before' and 'after' method of

valuation, as interpreted by California State law will be used. In these instances, the appraiser will indicate if the remainder constitutes an economic or uneconomic unit in the market and to the present owner. See Section 7.03.04.02 of Caltrans Appraisal Handbook regarding alternate appraisal requirements if the remainder constitutes an uneconomic remnant to the owner.

5. Purpose of Appraisal. The purpose of the appraisal which includes a statement of defining the values to be estimated and the rights or interest being appraised.
6. Description of Property. Description of the property to be appraised will include:
 - a. Parcel number
 - b. Names of apparent owner of each interest being valued
 - c. Location of property
 - d. Total area of property in acres or square feet
 - e. Area of each interest in property being acquired in acres or square feet
 - f. A minimum of five years delineation of title
 - g. Present use and zoning
 - h. General Plan
 - i. Utilities
 - j. Type and condition of improvements and special features that may add or detract from the value of the property
 - k. Hazardous waste information (See Sections 7.04.12.00 through 7.04.12.07 of Caltrans Appraisal Handbook.)

7. Highest and Best Use. The highest and best use of the subject property in the before condition (before the taking) must be determined and supported

Also, if a partial taking is involved, the highest and best use of the property in the after condition (after the taking) must be determined and supported.

In either instance, if the existing use is not the premise on which the valuation is based, the appraisal will contain an explanation justifying the determination that the property is available and adaptable for a different highest and best use and there is demand for that use in the market.

8. Approaches to Value. The appraisal should include applicable approaches to value. If an approach is not considered applicable, the appraiser will state why. All pertinent calculations used in developing the approaches will be shown.
 - a. In the MARKET APPROACH, the appraisal report will contain a direct comparison of pertinent sales to the property being appraised. The appraiser will include a statement setting forth his analysis and reasoning for each item of adjustment to comparable sales. See Section 7.05.02.01 of Caltrans Appraisal Handbook.

- b. Where the INCOME (CAPITALIZATION) APPROACH is used, there will be documentation to support the income, expenses, capitalization rate and remaining economic life. The economic rent will be supported by market information.
 - c. Where the COST APPROACH is utilized, the appraisal report will contain the specific source of cost data and an explanation and support of each type of accrued depreciation.
 - d. When using the cost approach for either building improvements or other improvements pertaining to the realty, i.e., fixtures, machinery, equipment, etc., the appraiser must include in the appraisal report the cost source used for each item. If a cost manual or service is used, the appraisal report must include the specific reference by cost manual section and page. See Section 7.05 04.00 of Caltrans Appraisal Handbook.
9. Damages and Benefits. The 'before and after' method of valuation, as interpreted by California State law, will be used in partial acquisitions. Benefits are to be offset against the damages to the remainder in accordance with California State law. The after value appraisal will eliminate any consideration of damages that are not compensable or benefits not allowable under California State law even though they may, in fact, exist in the ultimate value of the remaining property in the market. See Section 7.09.00.00 of Caltrans Appraisal Handbook.
10. Appraisal of the After Value. The appraisal of the after value will be supported to the same extent as the appraisal of the before value. This support will include one or more of the following:
- a. Sales comparable to the remainder properties
 - b. Sales of comparable properties from which there have been similar acquisitions or takings for like usages.
 - c. Development of the income approach on properties which show economic loss or gain as a result of similar acquisitions or takings for like usages.
 - d. Public sales of comparable lands by the State or other public agencies.
 - e. In the event the data described in a through d above, are not available, the appraisal will so state and give the appraiser's reasoning for the value estimate.
- 11 Reconciliation of Valuation Approaches. Where two or more of the approaches of value are used, the appraisal will show the reconciliation of the separate indications of value derived by each approach along with a reasonable explanation for the final conclusion of value. This reconciliation will be included for both before and after appraisals.

12. For alternate appraisals and appraisals proposing the purchase of excess land, see Sections 7.03.00.00 and 7.14.00.00 of Caltrans Appraisal Handbook for specific instructions.
13. For appraisals proposing "Construction Contract Work," that is, curative work on the owner's remaining property to be done by the project contractor, see Section 7.09.09.00 of Caltrans Appraisal Handbook for specific instructions.
14. Tenant-Owned Improvements. Separate contributory and salvage values should be assigned to all tenant-owned improvements. The greater of the two values should be assigned to each tenant-owned improvement. See Section 7.07.14.00 Tenant-Owned Improvements, of Caltrans Appraisal Handbook.
15. Valuation/Ownership of 'Improvements Pertaining to Realty (Eminent Domain Code Section 1263.205). For properties which include machinery, equipment or fixtures, itemize in detail such items to be acquired. To the extent possible, determine the ownership claims of "Improvements Pertaining to the Realty." See Section 7.08.00.00 of Caltrans Appraisal Handbook
16. Leasehold Interests - "Bonus Values." The valuation of parcels will first be made as if free and clear of any leasehold interests. In addition, the appraisal report will contain the value accruing to a tenant owning a business operated on the property. This is separate from, and in addition to, the valuation of any tenant-owned fixtures, equipment or other improvements considered "improvements pertaining to the realty." The appraiser must state both the economic and contract rents in the appraisal report. (See Section 7.04.06.00 of Caltrans Appraisal Handbook.)
17. Retention/Salvage Value Assign a salvage value to the real property improvements on the site. This amount will be used if owners or tenants choose to retain improvements and move them from the site. See Section 7.07.00.00 of Caltrans Appraisal Handbook to determine when the retention value should be estimated and shown in the appraisal report.
18. Photographs. All appraisals should include identified photographs of the subject property including all principal above-ground improvements, machinery, equipment, trade fixtures and unusual features affecting the value of the property to be taken or damaged.
19. Comparable Data. Each appraisal report will contain or make reference to the comparables which were used in arriving at the fair market value. Analysis of comparable data shall be done in conformance with Section 7.05.02.02 of Caltrans Appraisal Handbook
 - a. The appraiser will state the date of sale, names of parties to the transaction, consideration paid, financing, conditions of sale and with whom and when these were verified, the location, total area, type of improvements, appraiser's estimate

of highest and best use of sale, zoning and any other data pertinent to the analysis and evaluation thereof.

- b. If the appraiser is unable to verify the financing and conditions of the sale from the usual sources, such as buyer, seller, broker, title or escrow company, etc., he/she will so state.
 - c. Captioned photographs of each comparable should be included with all major above-ground improvements or unusual features affecting the value of the comparable shown.
 - d. The appraiser will prepare and include a comparable sales map showing the location of each comparable.
 - e. Listings of comparable properties may be used as supporting data in the staff reports.
20. Inspection of Properties All property appraised and the comparable sales which were relied upon in arriving at the fair market value estimate will be personally inspected in the field by the appraiser and all dates of inspection will be shown in the appraisal report.
21. Limiting Conditions. Statement of appropriate contingent and limiting conditions, if any.
22. Certification and Signature. The certification, signature and date of signature of the appraiser. (Certificate of Appraiser - Form RW 7-6)

CERTIFICATE OF APPRAISER

I Hereby Certify.

That I have personally inspected the property herein appraised and that the property owner has been afforded an opportunity to be present at the time of the inspection. A personal field inspection of the comparable sales relied upon in making said appraisal has also been made. The subject and the comparable sales relied upon in making said appraisal were as represented by the photographs contained in said appraisal.

That to the best of my knowledge and belief of the statements contained in the appraisal herein set forth are true, and the information upon which the opinions expressed therein are based is correct, subject to limiting conditions therein set forth.

That I understand that such appraisal is to be used in connection with the acquisition of right of way for a project to be constructed with the assistance of Federal Aid highway funds, or other Federal or State funds, or is to be included in the State highway system.

That such appraisal has been made in conformity with the appropriate State laws, regulations and policies and procedures applicable to appraisal of right of way for such purposes; and that to the best of my knowledge no portion of the value assigned to such property consists of items which are noncompensable under the established law of said State.

That neither my employment nor my compensation for making this appraisal and report are in any way ontigent upon the values reported herein

That I have no direct or indirect present or contemplated future personal interest in such property or in any benefit from the acquisition of such property appraised.

That I have not revealed the findings and results of such appraisal to anyone other than the proper officials of the public agency, the California Department of Transportation or officials of the Federal Highway Administration, and I will not do so until so authorized by said officials, or until I am required to do so by due process of law, or until I am released from this obligation by having publicly testified as to such findings

That my opinion of the total fair market value _____ included in this report and made a part hereof by reference, as of the ____ day of _____, 2001, is \$ _____; as that such conclusion was derived without collusion, coercion or direction as to value.

(Signature)

Date

APPRAISAL REVIEW CHECKLIST

Federal Aid Project No _____

| References: | | Yes | No |
|---|--|-------|-------|
| RWPH 301 017, 301 019, 305 002 | 1 Parcel identification adequate? | _____ | _____ |
| RWPH 49 CFR 24 102(c) | 2 Parcel inspection -- Owner or his representative invited to accompany appraiser? Date of inspection _____ | _____ | _____ |
| 49 CFR 24.103(a) | 3 Five-year delineation of title indicated? All sales verified? | _____ | _____ |
| 49 CFR 24 103(a) | 4. Purpose of appraisal indicated? Statement of limiting conditions, date of value, value to be estimated, rights or interests to be appraised | _____ | _____ |
| 49 CFR 24 103(a) | 5. Description of property adequate? Location, present use, total area, zoning special features, identification-condition of improvements, similar description for remainder where applicable | _____ | _____ |
| | 6. Photographs of subject included? Identify principal improvements and unusual features. | _____ | _____ |
| | 7 Sketch of plat of subject included? | _____ | _____ |
| 49 CFR 24 103(a) | 8 Highest and best use -- Stated and justified if different from present use? Similar information for remainder where applicable. | _____ | _____ |
| | 9 Before and after method used? | _____ | _____ |
| 49 CFR 24 103(a) | 10 Cost approach applicable? If not applicable, reason why not cost data source, all depreciation -- reasoning | _____ | _____ |
| 49 CFR 24 103(a) | 11 Market approach applicable? If not applicable reason why not direct comparison to subject, each adjustment-analysis and reasoning included? | _____ | _____ |

ATTACHMENT TO APPENDIX B

References

| | | Yes | No |
|----------------------------------|--|-------|-------|
| RWPH 302 011 | 12 Comparable sales in appraisal or referenced? Information relative to date, type of improvement, consideration-amount paid, financing, zoning verified and source, location, seller and buyer, total area, conditions of sale, highest and best use at time of sale, photographs-identified and includes highest principal. Improvements or unusual features included? | _____ | _____ |
| 49 CFR 24 103(a) | 13 Income approach applicable? If not applicable, reason why not, income, expenses, interest and cap rates, estimated economic life. Difference in economic rent and contract rent supported? | _____ | _____ |
| 49 CFR 24 102(k) 24 103(a) | 14 Benefits and compensable damages considered in accordance with State law? | _____ | _____ |
| 49 CFR 24 103(a) 24 105(a) | 15. Value conclusion allocated? Value of property to be acquired. Damages to remainder. | _____ | _____ |
| 49 CFR 24 103(a) | 16 Correlation and conclusion of value included? Correlation of the separate indications of value derived by each approach when more than one approach is used? Reasonable explanation for final conclusion of value? | _____ | _____ |
| 49 CFR 24 103(a) | 17 Subject and comparable sales personally inspected? | _____ | _____ |
| 49 CFR 24 103(a) | 18 Appraiser's signature and date? | _____ | _____ |
| 49 CFR 24 103(a) | 19 Affidavit acceptable? Personal inspection? Statement true and information correct? Federal funds in project? Complies with State laws and regulations? Employment or compensation not contingent on value? No personal interest or benefit from acquisition? Findings not revealed? | _____ | _____ |

ATTACHMENT TO APPENDIX B

References

Yes No

- | | | | | |
|-----------------|----|--|-------|-------|
| | 20 | Specialty items (if applicable)? Report distinguishes between realty and personalty? | _____ | _____ |
| RWPH 301 013 | 21 | RAP information Identifies number of tenants, owners, and gives residential value? | _____ | _____ |
| | 22 | Local agency reviewing appraiser's certificate included? | _____ | _____ |
| RWPH 301 010 | 23 | Dual appraisals prepared where required? | _____ | _____ |

Remarks:

Reviewed By _____

(Print)

Date _____

Signature

ATTACHMENT TO APPENDIX B

APPENDIX "C"

ACQUISITION GUIDE FOR PURCHASE OF PROPERTIES

County shall provide the right-of-way acquisition services set forth herein.

1. Description of work

- a. Acquisition of fee title of portions of parcels listed in Appendix A is required for the State Route 101-Marine Parkway/Ralston Avenue Interchange Project
- b. Prepare and/or review acquisition documents including necessary offers, contracts, deeds, escrow instructions, and any other documents required for the purchase of the required properties in accordance with State and Federal regulations.

2. Minimum service.

The following minimum services shall be provided:

- a. Personal calls, if possible, shall be made on each owner, (three calls are a minimum when no settlement is reached) at which time:
 - (1) A copy of the booklet, "Your Property, Your Transportation Project" (or similar booklet) shall be delivered to each owner.
 - (2) A verbal and a written offer to purchase and an appraisal summary in the format set forth in the Caltrans Right of Way Procedural Manual shall be provided to each owner.
 - (3) A copy of the purchase contract and a deed describing the property to be purchased shall be delivered to each owner.
- c. A written parcel diary of written and verbal communication shall be maintained for each transaction in the format set forth in the Caltrans Right of Way Procedural Manual.
- d. A Memorandum of Settlement on all acquisitions in the format set forth in the Caltrans Right of Way Procedural Manual shall be prepared within 5 working days of receipt of signed deed and contract from grantors.
- e. Instructions to escrow holder shall be prepared and escrow activities shall be coordinated on behalf of the City on all acquired property, if applicable. Title exceptions shall required the written approval of the City.
- f. County and/or County's consultant shall confer with the appraiser, legal staff or any source necessary to be fully informed to negotiate with owners.
- g. County shall confer with State in regard to any State and Federal requirements

3. Applicable laws and regulations. The acquisition format shall be based on the requirements of applicable Federal Program Manual and/or Federal and State Uniform Relocation Assistance and Real Property Acquisition Policy Act (aka Public Law 91-646) and shall be in conformance with the State's Standard operating policies as set forth in the State (Caltrans) Right of Way Procedural Handbooks. The attached "Acquisition Review Checklist" will be used to assure conformance with applicable laws and regulations.

ACQUISITION REVIEW CHECKLIST

Federal Aid Project No _____

| References | | Yes | No |
|-------------------------|--|----------------------|----------------------|
| 23 CFR 712.203(c) | 1. Acquisition brochure was made available to owner | _____ | _____ |
| 23 CFR 24.102(d) | 2. Property appraised and just compensation established prior to first written offer. | _____ | _____ |
| 49 CFR 24.102(d) | 3. Prompt offer to acquire at the appraised value was made and there is no evidence of coercive action. If the period of time between the date of the approved appraisal and the first written offer exceeds 2 months, does the file contain adequate justification for the delay? | _____ | _____ |
| 49 CFR 24.102(e) | 4. Owner and/or lessee (who has compensable interest) was given an appraisal summary statement which included the following at the time price was first discussed: a. Amount of just compensation based on an approved appraisal. b. Identified property to be acquired and estate or interest being acquired c. Identified improvements/fixtures considered as part of real property to be acquired, if any. d. Damages, if any, to remaining property were considered and separately stated. | | |
| 23 CFR 710.203(e) | 5. Was negotiation conducted by staff negotiators with prior approval of FHWA? | _____ | _____ |
| 23 CFR 710.203(e)(4) | 6. Was a signed and dated parcel diary maintained? | _____ | _____ |
| 23 CFR 17.5 | 7. Was a statement certifying to the following four items made and signed by the person who handled the negotiations? a. The attached right of way contract embodies all of the considerations agreed upon between the undersigned and the property owner. b. The attached right of way contract was obtained without coercion, promises other than those shown in the contract, or threats of any kind whatsoever by or to either party. | | |

ATTACHMENT TO APPENDIX C

| References: | | Yes | No |
|---------------------|---|-------|-------|
| | c. I understand that the rights being secured may be used in connection with a Federal Aid highway project. | _____ | _____ |
| | d. I have no direct or indirect present or contemplated future personal interest in the property being acquired or in any benefit from the acquisition of subject property. | _____ | _____ |
| 49 CFR 24 103(e) | 8 Was the negotiation carried on by a person other than appraiser except for low value parcels of \$2,500 or less? | _____ | _____ |
| | 9 Is there an executed agreement or contract between the parties? | _____ | _____ |
| 49 CFR 24.103(b) | 10. Were negotiations conducted with the parties in interest? | _____ | _____ |
| 49 CFR 24.102(j) | 11 Was the property owner advised: | | |
| | a. of his right to receive payment prior to vacating the property? | _____ | _____ |
| | b. of the steps available to him if he elects to reject the offer? | _____ | _____ |
| 49 CFR 24 106 | c. of his right to receive reimbursement or have the State pay for recording fees, transfer taxes, and prepayment penalties? (Prepayment penalties not legal in California in public acquisitions.) | _____ | _____ |
| 49 CFR 24.102(k) | d of his right to receive an offer from the public agency to acquire an uneconomic remnant of his property where the acquisition of only part of a property for right of way would leave the owner in possession of such a remnant? | _____ | _____ |
| | 12 Settlement was made on original appraisal, revised appraisal or independent appraisal. (Circle applicable appraisal.) | _____ | _____ |
| 49 CFR 24 102(i) | 13 If no, was Administrative Settlement fully documented and reasons justified? | _____ | _____ |
| 49 CFR 24 102(i) | 14. Was Administrative Settlement approved by Chief Administrative Officer or his delegate? | _____ | _____ |
| 23 CFR 200 9 | 15 Acquisition activity was free of all discrimination? | _____ | _____ |

ATTACHMENT TO APPENDIX C

| References. | | Yes | No |
|----------------------|---|-------|-------|
| 49 CFR 24 102(m) | 16. Rental rate, if applicable did not exceed the fair market value to a short-term occupier? | _____ | _____ |
| | 17. If the rate varies from the established fair rental, does Appraisals/Property Manager concur it is fair to a short-term occupier? | _____ | _____ |
| 49 CFR 24.102(1) | 18. If acquired through legal proceedings, did agency initiate action? | _____ | _____ |
| 49 CFR 24 105(c) | 19. On tenant-owned improvements the tenant was paid the greater of: a. the fair market value the improvement contributed to the property to be acquired, or b. the fair market value of improvement for removal from the real property to be acquired. | _____ | _____ |
| 49 CFR 24.105(d) | 20. Owner disclaimed all interest in tenant-owned improvements? | _____ | _____ |
| 49 CFR 24.105(d) | 21. Tenant assigned, transferred and released to agency all his right, title and interest in and to improvements? | _____ | _____ |
| 49 CFR 24.108 | 22. If property acquired by donation, is there documentation to show that owner was first advised of his right to receive just compensation for his property? | _____ | _____ |
| | 23. Deed description correctly describes required areas. | _____ | _____ |
| 23 CFR 710.304(m) | 24. If excess acquired, was it segregated as to value? | _____ | _____ |
| 23 CFR 710 305(c) | 25. The Federal Aid project number has been placed on all agreements, deeds, correspondence and other documents. | _____ | _____ |
| 23 CFR 710.303(a) | 26. Was Federal Authorization to commence acquisition obtained prior to first written offer? | _____ | _____ |
| | 27. Railroads. | | |
| 23 CFR 646 216(d) | a. Written agreement with the railroad (construction and maintenance agreement or service contract)? | _____ | _____ |

ATTACHMENT TO APPENDIX C

References:

Yes No

- | | | | |
|---------------------------|--|-------|-------|
| | b. If Federal funds will be used, has approval of the agreement or contract been obtained from FHWA? | _____ | _____ |
| 23 CFR 646 216(c) | c. Right of Way acquired from railroad or Right of Entry received? | _____ | _____ |
| PUC Code Section 12.01 | d. Has a Public Utilities Commission Order to Construct been obtained? | _____ | _____ |

If no' answered any of the above, please explain circumstances.

Remarks:

Reviewed By _____
(Print)
Date _____

Signature

ATTACHMENT TO APPENDIX C

APPENDIX "D"

County shall be reimbursed by City according to the following schedule:

1. Sixty and 00/100 Dollars (\$60.00) per hour for acquisition, appraisal, contract administration and miscellaneous services provided by Real Property Agent II level staff
2. Sixty-nine and 00/100 Dollars (\$69.00) per hour for acquisition, appraisal, contract administration and miscellaneous services provided by Real Property Agent III level staff.
3. Eighty-two and 00/100 Dollars (\$82.00) per hour for miscellaneous acquisition, appraisal, appraisal review, contract administration and miscellaneous services provided by Real Property Services Manager.
4. Upon prior written approval by City any overtime incurred by County staff under this agreement will be billed to City and City shall be responsible for reimbursing County at the rate of time and one-half.

NOTE: ABOVE RATES MAY INCREASE 10/01 OR UPON ADDITION OF STAFF

Said hourly rates are effective through September 30, 2001, and are subject to adjustment upon any change in staffing, adoption of the County's annual budget or salary increases set forth in approved labor contracts. County shall notify City in writing of the change in the hourly rates and City shall pay those rates.

In no event shall the above amounts total more than Fifty Two Thousand Dollars (\$52,000).