

PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into this _____ day of _____, 2002, between the City of Pacifica, 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 relocation services (hereinafter referred to as "Services") in connection with City's Calera Parkway Improvement 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 agrees to provide and/or contract for and oversee appraisal, acquisition, relocation and related services that are required for the Project. County shall contract for services in accordance with State and Federal Consultant selection procedures, as applicable. 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 above or contract for services of an acquisition agent(s) for the purpose of acquiring the necessary property for the right-of-way required for this project in accordance with the conditions contained in Appendix "C" attached hereto and made a part hereof.
 - c. Contract, if necessary, for the provision of relocation assistance and advisory services to the occupants of the property described in the attached Appendix "B" in accordance with the conditions contained in Appendix "D" attached hereto and made a part hereof.

- d. 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. Review checklists contained in Appendices B, C and D attached hereto and incorporated herein by reference shall be used for contract administration and oversight purposes.

2. Except as otherwise 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 December 2, 2002, and shall be considered terminated upon completion of the Services by the County or on December 31, 2004, whichever occurs first unless otherwise extended by written agreement between the parties, or unless terminated pursuant to Section 15, below.
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 "E" attached hereto and incorporated herein by reference. Except for increases provided for in Appendix E, County hourly rates set forth in Appendix E may be amended from time to time to reflect County's then current hourly rates and contractor/consultant costs by mutual consent of the parties. 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 independent contractor costs and right-of-way staff time. In no event shall the cost to the City under this Agreement exceed Ninety Seven Thousand Dollars (\$97,000.00).
 - 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 such information as is generally available from City files applicable to the Project.
 - 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 to be transferred to the State of California, Department of Transportation, 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.
 - D. 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.
 - E. 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.
 - F. To arrange, if applicable, for prompt payment of relocation claims upon submission and upon County approval of payment.
 - G. To process, if applicable, in a timely manner any relocation claim appeals.
 - H. To acquire through proceedings in eminent domain any parcel or parcels required for the project that County and/or County's independent contractor are unable to acquire by negotiated settlement.
 - I. 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: Scott Holmes, Public Works Director
City of Pacifica
170 Santa Maria Avenue
Pacifica, CA 94044

With a copy to:

David Carmany, City Manager
City of Pacifica
170 Santa Maria Avenue
Pacifica, CA 94044

County: Steve Alms, Manager
Real Property Services
County Manager's Office
County of San Mateo
455 County Center, 5th Floor
Redwood City, CA 94063-1663

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: Scott Holmes, Public Works Director

For County: Joe Napoliello, MAI, Real Property Agent or
Steve Alms, 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 thirty (30) 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 "F" for costs incurred and Services performed for the Project 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

Printed Name: DAVID N. CARMANY

Title: CITY MANAGER

ATTEST:



Pacifica City Clerk

L:\REAL PROPERTY\Real Property 2001\acquisition projects\PacificaHwy1\PSA Agreement 2002.doc

APPENDIX "A"

SCOPE OF RIGHT-OF-WAY ACQUISITION SERVICES

Services necessary for the acquisition of an estimated ___ parcels to be acquired on behalf of the City necessary for improvements to be made to Highway ___ and incorporation into the State Highway system including the following:

Appraisal

Contract for and review appraisals 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.

Acquisition

Contract for and oversee negotiations for acquisition of parcels required for the project.

Prepare and/or review acquisition documents prior to negotiations for conformance to applicable State and Federal regulations.

Review executed acquisition documents and negotiation procedures prior to submission to City for acceptance.

Arrange for escrow accounts and close of escrow for all parcels.

Relocation

If applicable, contract for preparation of Relocation Plan and Report.

Review Relocation Plan and Report for compliance with State and Federal regulations.

Contract for and oversee relocation assistance activities for residential and business displacees.

Review all relocation claims prior to submission to City for payment.

General

Consultation with Caltrans, FHWA, City and City's consultants on an as needed basis.

Miscellaneous

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

Prepare/review Right of Way Certification

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

Section A - Description of Work

1. The following parcels are to be appraised for the Calera Parkway Improvement Project:

<u>Parcel No.</u>	<u>Property Owner</u>
018-150-130	Bottoms
022-022-030	Grindrod/Pickerrell
022-022-060	Harman Management Corporation
022-022-070	Harman Manager's Investment Inc.
022-022-100	Callan
022-022-110	Thomsen
022-022-120	Thomsen
022-022-130	Callan
022-022-140	Anda/Long
022-022-150	Anda/Long
022-022-190	Harman Management Corporation
022-022-200	State of California

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, ownership, 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 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 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 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 usage.
 - c. Development of the income approach on properties that show economic loss or gain as a result of similar acquisitions or takings for like usage.
 - 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 that 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 that 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 contingent 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 public agency, the County of San Mateo, 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 _____, _____, is \$ _____; as that such conclusion was derived without collusion, coercion or direction as to value.

(Signature)

(Date)

APPENDIX "C"

ACQUISITION GUIDE FOR PURCHASE OF PROPERTIES

County or County's Consultant shall provide the right-of-way acquisition services set forth herein.

1. Description of work

- a. The properties listed in Appendix B are to be acquired for the _____ Project.
- b. Prepare 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:
 - i. A copy of the booklet, "Your Property, Your Transportation Project" shall be delivered to each owner.
 - ii. 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.
 - iii. A copy of the purchase contract and a deed describing the property to be purchased shall be delivered to each owner.
- b. 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.
- c. 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. Title exceptions shall require 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 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.

APPENDIX "D"

RELOCATION ASSISTANCE GUIDE FOR ADVISORY SERVICES AND RELOCATION ASSISTANCE

1. Description of work:
 - a. County shall contract for and oversee relocation advisory and assistance services for the parcels listed in Appendix "B", Section.
2. Minimum relocation advisory and assistance service to be performed by County or County's Consultant shall include but not be limited to the following:
 - a. Advisory Service requirements:
 - i. Explain the Relocation program, eligibility requirements for relocation payments and appeal process.
 - ii. Assist in completing any forms required.
 - iii. Determine relocation needs.
 - iv. Provide displacees current and continual information on prices and rentals of comparable decent, safe, and sanitary housing and of suitable locations for displaced businesses.
 - v. If necessary, provide transportation to displacees in search for housing.
 - b. Shortly after initiation of negotiation (preferably within seven (7) working days) provide each displacee a Relocation Assistance package, Entitlement Letter and explain the Relocation Program and entitlement benefits.
 - c. Prepare and deliver all Notices of Relocation Eligibility and 90-day Notices to Vacate.
 - d. Calculate the amount of relocation assistance payments to be made to eligible displacees.
 - e. After all conditions have been met, prepare and process all relocation claims on a timely basis.
 - f. Initiate and maintain an individual file which will consist of: 1) diary, 2) all correspondence, and 3) a copy of all claims and supporting documentation.

- g. Maintain contact with the County during the relocation period so that progress can be addressed and reported. (County shall maintain contact with City to advise of progress.)
 - h. Deliver all documents to County at the conclusion of the project. All documents will be delivered to City by County upon project completion.
3. All requests for payment to or on behalf of the displacees shall be submitted by the consultant to the County and shall specify in detail the basis for such request for payment. Payment shall be made by City upon approval by County.
4. Applicable laws and regulations:
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. S4601 et seq.) and the rules and regulations promulgated pursuant thereto including the Caltrans Procedural Handbook, Volume 600, shall be adhered to.

The attached "Plan for Review of Local Agency RAP Activity" checklists will be used to assure conformance with prescribed policy and procedure.

APPENDIX "E"

The County shall be reimbursed by City according to the following schedule for Fiscal Year 2002/2003:

1. Eighty-two and 93/100 Dollars (\$82.93) per hour for miscellaneous acquisition and appraisal review services provided by Real Property Services Manager.
2. Seventy-seven and 92/100 Dollars (\$77.92) per hour for acquisition, appraisal, contract administration, document preparation, document review, and miscellaneous/general services provided by Real Property Agent III level staff.
3. Seventy-two and 07/100 Dollars (\$72.07) per hour for miscellaneous services provided by Real Property Agent II level staff.
4. All Independent Contractor Consultant costs shall be reimbursed by City.
5. 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.

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 Ninety Seven Thousand Dollars (\$97,000) unless an increase is agreed to in writing by the parties.

CERTIFICATION OF COUNTY

I HEREBY CERTIFY that I am the Assistant County Manager, and duly authorized representative of the County of San Mateo, whose address is 400 County Center, Redwood City, California, and that neither I nor the aforementioned local agency I hereby represent has:

(a) employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working for the local agency) to solicit or secure this agreement; or

(b) agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the agreement; or

(c) paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for the County of San Mateo) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the agreement;

except as herein expressly stated.

I acknowledge that this certificate is to be furnished to the State Department of Transportation in connection with this agreement involving acquisition of right-of-way for inclusion in the State highway system, and is subject to applicable State and Federal laws, both criminal and civil.

_____, 2002

Paul T. Scannell

CERTIFICATION OF CITY

I HEREBY CERTIFY that I am the _____ and
duly authorized representative of the _____, whose
address is _____, California, and that the County of
San Mateo or its representative has not been required, directly or indirectly as an
express or implied condition in connection with obtaining or carrying out this agreement
to:

(a) employ or retain, or agree to employ or retain, any firm or person; or

(b) pay, or agree to pay, to any firm, organization or person (other than a bona
fide employee working solely for the County of San Mateo) any fee, contribution,
donation, or consideration of any kind;

except as herein expressly stated.

I acknowledge that this certificate is to be furnished to the State Department of
Transportation in connection with this agreement involving participation of Federal Aid
highway funds, and is subject to applicable State and Federal laws, both criminal and
civil.

_____, 2002 _____