

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
ACTION AGENDA SUMMARY

DEPT: Public Works *MAW*

BOARD AGENDA # *C-4

Urgent Routine

AGENDA DATE April 19, 2011

CEO Concurs with Recommendation YES NO
(Information Attached)

4/5 Vote Required YES NO

SUBJECT:

Approval to Award a Consulting Contract to Overland, Pacific & Cutler, Inc. for Right-of-Way Acquisition Services for the Claribel Road Widening Project

STAFF RECOMMENDATIONS:

1. Award a Consulting Contract to Overland, Pacific & Cutler, Inc. for right-of-way acquisition services for the Claribel Road Widening Project.
2. Authorize the Director of Public Works to execute a contract with Overland, Pacific & Cutler, Inc. in the amount not to exceed \$158,474, and to sign necessary documents, including any amendments to the Agreement not to exceed 10%.
3. Direct the Auditor-Controller to make the necessary budget adjustments per the financial transaction sheet.

FISCAL IMPACT:

The estimated total cost for the Claribel Widening Project is \$14.2 million. The Claribel Widening Project will be funded by the following funding sources:

- Congestion Mitigation Air Quality (CMAQ)
- State Transportation Improvement Program (STIP)
- Regional Transportation Improvement (RTIF)/Public Facilities Fees (PFF)
- Transportation Enhancement (TE)

(Continued on Page 2)

BOARD ACTION AS FOLLOWS:

No. 2011-231

On motion of Supervisor Chiesa, Seconded by Supervisor Withrow

and approved by the following vote,

Ayes: Supervisors: Chiesa, Withrow, DeMartini, and Vice-Chairman O'Brien

Noes: Supervisors: None

Excused or Absent: Supervisors: Chairman Monteith

Abstaining: Supervisor: None

1) X Approved as recommended

2) _____ Denied

3) _____ Approved as amended

4) _____ Other:

MOTION:

Christine Ferraro

ATTEST: CHRISTINE FERRARO TALLMAN, Clerk

File No.

Approval to Award a Consulting Contract to Overland, Pacific & Cutler, Inc. for Right-of-Way Acquisition Services for the Claribel Road Widening Project

FISCAL IMPACT (Continued):

DESCRIPTION	COMPLETION DATE	COSTS
Preliminary Engineering (including professional engineering services)	April 2012	\$1,000,000
Right-of-Way Acquisitions	August 2012	\$2,700,000
Construction (including construction engineering)	December 2013	\$10,500,000
Total:		\$14,200,000

At this time, \$158,474 is needed for right-of-way acquisition services, with a contingency not to exceed \$15,847 for any amendments to the agreement. This cost is a small portion of the estimated \$2,700,000 for right-of-way acquisitions and does not include the costs to purchase right-of-way from property owners. These services will be funded 100% by Regional Transportation Impact Fees and are available in the current Road and Bridge Projects budget.

DISCUSSION:

The Claribel Road Widening Project proposes to improve the Claribel Road corridor from Oakdale Road to McHenry Avenue in Stanislaus County, California. Improvements include widening Claribel Road, signalization of the intersection at Coffee Road, replacement of a Modesto Irrigation District bridge crossing, and the construction of a Class I bike path along the Claribel corridor.

In support of the County's responsibility for safety, operational conditions, maintenance, and upgrade to the County roadway network, improvements to the Claribel corridor is required. Public Works Traffic Engineering staff performed a traffic analysis of the Claribel Road Corridor. The results of the traffic analysis show that this corridor is a high priority project due to the significant delays encountered along the corridor. Claribel Road has an existing Level of Service (LOS) of E, which does not meet the County's required minimum LOS of C. The existing Claribel Road/Coffee Road intersection is controlled by an all-way stop, operating at an LOS of F, with an average morning and evening delay of 84.1 seconds and 205.7 seconds, respectively. The existing Claribel Road/Oakdale Road is signalized and operates at an LOS of B with morning and evening delays of 11.8 seconds and 15.8 seconds, respectively.

The purpose of the Project is to accommodate east/west interregional traffic between the cities of Riverbank, Modesto, Oakdale, and Stanislaus County and to State Highway 108 (McHenry Avenue), which would do the following:

- Improve regional network circulation;
- Relieve existing traffic congestion;

Approval to Award a Consulting Contract to Overland, Pacific & Cutler, Inc. for Right-of-Way Acquisition Services for the Claribel Road Widening Project

- Reduce traffic delay;
- Accommodate future traffic;
- Enhance traffic safety; and
- Promote non-motorized modes of transportation.

The Project's Plans and Specifications will be prepared by County staff. Professional Services will be subcontracted out to consultants for surveying, environmental, geotechnical, right-of-way, and public relations.

On October 19, 2010, Public Works staff sent Request for Proposals to all firms on the County's right-of-way consultant list. The Request for Proposal was also posted on the Valley Reprographics Website.

Consultants were required to include in their proposals the following:

- List of key personnel assigned to the contract;
- List of recently completed projects showing past performances and abilities of the proposed team;
- Understanding of the work to be performed;
- Project schedule; and
- Fee schedule.

On November 10, 2010, Public Works staff received five proposals. The proposals were evaluated and scored by Public Works staff, and the highest ranked firm was selected for the work. Below is a list of the rankings.

1. Overland, Pacific & Cutler, Inc.
2. Bender Rosenthal, Inc.
3. Associated Right of Way Services, Inc.
4. Interwest Consulting Group
5. Universal Field Services, Inc.

On December 8, 2010, Public Works staff met with Overland, Pacific & Cutler, Inc. and negotiated a cost for the proposed surveying services in the amount of \$158,474.

In general, Overland, Pacific & Cutler, Inc. proposes to perform the following work.

- Pre-Acquisition Project Planning;
- Appraisal Activities;
- Acquisition Negotiations;
- Escrow Coordination;
- Relocation Assistance Services (Residential & Commercial); and
- Right-of-Way Certification.

Approval to Award a Consulting Contract to Overland, Pacific & Cutler, Inc. for Right-of-Way Acquisition Services for the Claribel Road Widening Project

POLICY ISSUES:

The recommended actions are consistent with the Board's priorities of providing A Safe Community, A Healthy Community and A Well Planned Infrastructure System by providing the Public Works Department with access to right-of-way acquisition services to assist with the development and delivery of the Claribel Road Widening project.

STAFFING IMPACT:

There is no staffing impact associated with this item.

CONTACT PERSON:

Matt Machado, Public Works Director. Telephone: (209) 525-4153.

PS:lc

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**AUDITOR-CONTROLLER
BUDGET JOURNAL**



Balance Type	Budget
Category	Budget - Upload
Source	
Currency	USD
Budget Name	LEGAL BUDGET
Batch Name	
Journal Name	
Journal description	Transfer budget to the Claribel Road Widening Project
Period	JUL-10 to JUN-11
Organization	Stanislaus Budget Org
	BO#

Line	Coding Structure						Debit		Credit	Description
	Fund 4	Org 7	Account 5	G/L Proj 7	Loc 6	Misc 6	incr appropriations decr est revenue	decr appropriations incr est revenue		
1	1102	40310	72600	9732	0	0.0	158,474.00			
2	1102	40310	63280	0	0	0.0		158,474.00		
3	1102	40310	46615	0	0	0.0	158,474.00			
4	1102	40310	46615	9732	0	0.0		158,474.00		
5						0.0				
6						0.0				
7						0.0				
8						0.0				
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19						0.0				
20						0.0				
21						0.0				
22						0.0				
23						0.0				
24						0.0				
25						0.0				
Totals							316,948.00	316,948.00		

Transfer budget to the Claribel Road Widening Project

Requesting Department		CEO	Auditors Office Only	
Sharon Andrews <i>[Signature]</i>	<i>[Signature]</i>		<i>[Signature]</i>	
Signature	Signature		Prepared By	Admin Approval (\$75K+)
3/15/2011	4/14/11		3/15/11	
Date	Date		Date	Date

Contact Person & Phone Number

**AUDITOR-CONTROLLER
STANDARD JOURNAL VOUCHER**



BATCH SCREEN

Batch:
 Period:
 Description:

JOURNAL SCREEN

Journal:
 Category:
 Balance Type: A = Actual or E = Encumbrance
 Description:
 Control Total:

Line	Coding Structure							Debit	Credit	Description
	Fund 4	Org 7	Account 5	G/L Proj 7	Loc 6	Misc 6				
1	6400	64100	85850	0	0	0	0.0	158,474.00		Transfer Out
2	1102	40310	46615	9732	0	0	0.0		158,474.00	Transfer In
3							0			
4							.0			
5							.0			
6							.0			
7							.0			
8							.0			
9							.0			
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21							.0			
22							.0			
23							.0			
24							.0			
25							.0			
26							.0			
27							.0			
Totals								158,474.00	158,474.00	

Explanation:

Departments Outside Auditors' Office		Auditors Office Only	
SHARON ANDREWS			
Prepared by 3/15/2011	Supervisor's Approval 3/15/2011	Prepared By	Admin Approval (\$75K+) 3/15/11
Date	Date	Date	Date

**AGREEMENT
FOR
PROFESSIONAL SERVICES**

This Agreement for Professional Services is made and entered into by and between the COUNTY OF STANISLAUS ("COUNTY") and OVERLAND, PACIFIC & CULTER, INC., ("CONSULTANT"), as of April 19, 2011 (the "Agreement").

Introduction

WHEREAS, the County has a need for services involving right-of-way acquisition services (appraisal, appraisal review, acquisition/negotiation, and if necessary, relocation assistance) for the Claribel Road Widening project; and

WHEREAS, the Consultant is specially trained, experienced and competent to perform and has agreed to provide such services;

NOW, THEREFORE, in consideration of the mutual promises, covenants, terms and conditions hereinafter contained, the parties hereby agree as follows:

Terms and Conditions

1. **Scope of Work**

1.1 The Consultant shall furnish to the County upon execution of this Agreement or receipt of the County's written authorization to proceed, those services and work set forth in **Exhibit A**, which is attached hereto and, by this reference, made a part hereof.

1.2 All documents, drawings and written work product prepared or produced by the Consultant under this Agreement, including without limitation electronic data files, are the property of the Consultant; provided, however, the County shall have the right to reproduce, publish and use all such work, or any part thereof, in any manner and for any purposes whatsoever and to authorize others to do so. If any such work is copyrightable, the Consultant may copyright the same, except that, as to any work which is copyrighted by the Consultant, the County reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, and use such work, or any part thereof, and to authorize others to do so. The County shall defend, indemnify and hold harmless the Consultant and its officers, employees, agents, representatives, subcontractors and consultants from and against all claims, damages, losses, judgments, liabilities, expenses and other costs, arising out of or resulting from the County's reuse of the documents and drawings prepared by the Consultant under this Agreement.

1.3 Services and work provided by the Consultant under this Agreement will

be performed in a timely manner in accordance with a schedule of work set forth in **Exhibit A**. If there is no schedule, the hours and times for completion of said services and work are to be set by the Consultant; provided, however, that such schedule is subject to review by and concurrence of the County.

1.4 The Consultant shall provide services and work under this Agreement consistent with the requirements and standards established by applicable federal, state and County laws, ordinances, regulations and resolutions. The Consultant represents and warrants that it will perform its work in accordance with generally accepted industry standards and practices for the profession or professions that are used in performance of this Agreement and that are in effect at the time of performance of this Agreement. Except for that representation and any representations made or contained in any proposal submitted by the Consultant and any reports or opinions prepared or issued as part of the work performed by the Consultant under this Agreement, Consultant makes no other warranties, either express or implied, as part of this Agreement.

1.5 If the Consultant deems it appropriate to employ a consultant, expert or investigator in connection with the performance of the services under this Agreement, the Consultant will so advise the County and seek the County's prior approval of such employment. Any consultant, expert or investigator employed by the Consultant will be the agent of the Consultant not the County.

2. Consideration

2.1 The Consultant shall be compensated on either a time and materials basis or a lump sum basis, as provided in **Exhibit A** attached hereto.

2.2 Except as expressly provided in this Agreement, Consultant shall not be entitled to nor receive from County any additional consideration, compensation, salary, wages or other type of remuneration for services rendered under this Agreement, including, but not limited to, meals, lodging, transportation, drawings, renderings or mockups. Specifically, Consultant shall not be entitled by virtue of this Agreement to consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays or other paid leaves of absence of any type or kind whatsoever.

2.3 The Consultant shall provide the County with a monthly or a quarterly statement, as services warrant, of fees earned and costs incurred for services provided during the billing period, which the County shall pay in full within 30 days of the date each invoice is approved by the County. The statement will generally describe the services performed, the applicable rate or rates, the basis for the calculation of fees, and a reasonable itemization of costs. All invoices for services provided shall be forwarded in the same manner and to the same person and address that is provided for service of notices herein.

2.4 County will not withhold any Federal or State income taxes or Social

Security tax from any payments made by County to Consultant under the terms and conditions of this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Consultant. County has no responsibility or liability for payment of Consultant's taxes or assessments.

3. Term

3.1 The term of this Agreement shall be from the date of this Agreement until completion of the agreed upon services unless sooner terminated as provided below or unless some other method or time of termination is listed in **Exhibit A**.

3.2 Should either party default in the performance of this Agreement or materially breach any of its provisions, the other party, at that party's option, may terminate this Agreement by giving written notification to the other party.

3.3 The County may terminate this agreement upon 30 days prior written notice. Termination of this Agreement shall not affect the County's obligation to pay for all fees earned and reasonable costs necessarily incurred by the Consultant as provided in Paragraph 2 herein, subject to any applicable setoffs.

3.4 This Agreement shall terminate automatically on the occurrence of (a) bankruptcy or insolvency of either party, or (b) sale of Consultant's business.

4. Required Licenses, Certificates and Permits

Any licenses, certificates or permits required by the federal, state, county or municipal governments for Consultant to provide the services and work described in **Exhibit A** must be procured by Consultant and be valid at the time Consultant enters into this Agreement. Further, during the term of this Agreement, Consultant must maintain such licenses, certificates and permits in full force and effect. Licenses, certificates and permits may include but are not limited to driver's licenses, professional licenses or certificates and business licenses. Such licenses, certificates and permits will be procured and maintained in force by Consultant at no expense to the County.

5. Office Space, Supplies, Equipment, Etc.

Unless otherwise provided in this Agreement, Consultant shall provide such office space, supplies, equipment, vehicles, reference materials and telephone service as is necessary for Consultant to provide the services under this Agreement. The Consultant--not the County--has the sole responsibility for payment of the costs and expenses incurred by Consultant in providing and maintaining such items.

6. Insurance

6.1 Consultant shall take out, and maintain during the life of this Agreement, insurance policies with coverage at least as broad as follows:

6.1.1 General Liability. Commercial general liability insurance covering bodily injury, personal injury, property damage, products and completed operations with limits of no less than One Million Dollars (\$1,000,000) per incident or occurrence. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to any act or omission by Consultant under this Agreement or the general aggregate limit shall be twice the required occurrence limit.

6.1.2 Professional Liability Insurance. Professional errors and omissions (malpractice) liability insurance with limits of no less than One Million Dollars (\$1,000,000) aggregate. Such professional liability insurance shall be continued for a period of no less than one year following completion of the Consultant's work under this Agreement.

6.1.3 Automobile Liability Insurance. If the Consultant or the Consultant's officers, employees, agents or representatives utilize a motor vehicle in performing any of the work or services under this Agreement, owned/non-owned automobile liability insurance providing combined single limits covering bodily injury and property damage liability with limits of no less than One Million Dollars (\$1,000,000) per incident or occurrence.

6.1.4 Workers' Compensation Insurance. Workers' Compensation insurance as required by the California Labor Code. In signing this contract, the Consultant certifies under section 1861 of the Labor Code that the Consultant is aware of the provisions of section 3700 of the Labor Code which requires every employer to be insured against liability for workmen's compensation or to undertake self-insurance in accordance with the provisions of that code, and that the Consultant will comply with such provisions before commencing the performance of the work of this Agreement.

6.2 Any deductibles, self-insured retentions or named insureds must be declared in writing and approved by County. At the option of the County, either: (a) the insurer shall reduce or eliminate such deductibles, self-insured retentions or named insureds, or (b) the Consultant shall provide a bond, cash, letter of credit, guaranty or other security satisfactory to the County guaranteeing payment of the self-insured retention or deductible and payment of any and all costs, losses, related investigations, claim administration and defense expenses. The County, in its sole discretion, may waive the requirement to reduce or eliminate deductibles or self-insured retentions, in which case, the Consultant agrees that it will be responsible for and pay any self-insured retention or deductible and will pay any and all costs, losses, related investigations, claim administration and defense expenses related to or arising out of the Consultant's defense and indemnification obligations as set forth in this Agreement.

6.3 The Consultant shall obtain a specific endorsement to all required insurance policies, except Workers' Compensation insurance and Professional Liability insurance, naming the County and its officers, officials and employees as additional insureds regarding: (a) liability arising from or in connection with the performance or omission to perform any term or condition of this Agreement by or on behalf of the Consultant, including the insured's general supervision of its subcontractors; (b) services, products and completed operations of the Consultant; (c) premises owned, occupied or used by the Consultant; and (d) automobiles owned, leased, hired or borrowed by the Consultant. For Workers' Compensation insurance, the insurance carrier shall agree to waive all rights of subrogation against the County its officers, officials and employees for losses arising from the performance of or the omission to perform any term or condition of this Agreement by the Consultant.

6.4 The Consultant's insurance coverage shall be primary insurance regarding the County and County's officers, officials and employees. Any insurance or self-insurance maintained by the County or County's officers, officials and employees shall be excess of the Consultant's insurance and shall not contribute with Consultant's insurance.

6.5 Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County or its officers, officials and employees.

6.6 The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

6.7 Each insurance policy required by this section shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party except after thirty (30) days' prior written notice has been given to County. The Consultant shall promptly notify, or cause the insurance carrier to promptly notify, the County of any change in the insurance policy or policies required under this Agreement, including, without limitation, any reduction in coverage or in limits of the required policy or policies.

6.8 Insurance shall be placed with California admitted insurers (licensed to do business in California) with a current rating by Best's Key Rating Guide of no less than A-:VII; provided, however, that if no California admitted insurance company provides the required insurance, it is acceptable to provide the required insurance through a United States domiciled carrier that meets the required Best's rating and that is listed on the current List of Eligible Surplus Line Insurers maintained by the California Department of Insurance.

6.9 Consultant shall require that all of its subcontractors are subject to the insurance and indemnity requirements stated herein, or shall include all subcontractors as additional insureds under its insurance policies.

6.10 At least ten (10) days prior to the date the Contractor begins performance of its obligations under this Agreement, Contractor shall furnish County with certificates of insurance, and with original endorsements, showing coverage required by this Agreement, including, without limitation, those that verify coverage for subcontractors of the Contractor. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements shall be received and, in County's sole and absolute discretion, approved by County. County reserves the right to require complete copies of all required insurance policies and endorsements, at any time.

6.11 The limits of insurance described herein shall not limit the liability of the Consultant and Consultant's officers, employees, agents, representatives or subcontractors.

7. Defense and Indemnification

7.1 To the fullest extent permitted by law, Consultant shall indemnify, hold harmless and defend the County and its agents, officers and employees from and against all claims, damages, losses, judgments, liabilities, expenses and other costs, including litigation costs and attorneys' fees, arising out of, resulting from, or in connection with the performance of this Agreement by the Consultant or Consultant's officers, employees, agents, representatives or subcontractors and resulting in or attributable to personal injury, death, or damage or destruction to tangible or intangible property, including the loss of use. Notwithstanding the foregoing, Consultant's obligation to indemnify the County and its agents, officers and employees for any judgment, decree or arbitration award shall extend only to the percentage of negligence or responsibility of the Consultant in contributing to such claim, damage, loss and expense.

7.2 Consultant's obligation to defend, indemnify and hold the County and its agents, officers and employees harmless under the provisions of this paragraph is not limited to or restricted by any requirement in this Agreement for Consultant to procure and maintain a policy of insurance.

7.3 To the fullest extent permitted by law, the County shall indemnify, hold harmless and defend the Consultant and its officers, employees, agents, representatives or subcontractors from and against all claims, damages, losses, judgments, liabilities, expenses and other costs, including litigation costs and attorney's fees, arising out of or resulting from the negligence or wrongful acts of County and its officers or employees.

7.4 Subject to the limitations in 42 United States Code section 9607 (e), and unless otherwise provided in a Scope of Services approved by the parties:

(a) Consultant shall not be responsible for liability caused by the presence or release of hazardous substances or contaminants at the site, unless the

release results from the negligence of Consultant or its subcontractors;

(b) No provision of this Agreement shall be interpreted to permit or obligate Consultant to assume the status of "generator," "owner," "operator," "arranger," or "transporter" under state or federal law; and

(c) At no time, shall title to hazardous substances, solid wastes, petroleum contaminated soils or other regulated substances pass to Consultant.

8. Status of Consultant

8.1 All acts of Consultant and its officers, employees, agents, representatives, subcontractors and all others acting on behalf of Consultant relating to the performance of this Agreement, shall be performed as independent contractors and not as agents, officers or employees of County. Consultant, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of County. Except as expressly provided in **Exhibit A**, Consultant has no authority or responsibility to exercise any rights or power vested in the County. No agent, officer or employee of the County is to be considered an employee of Consultant. It is understood by both Consultant and County that this Agreement shall not be construed or considered under any circumstances to create an employer-employee relationship or a joint venture.

8.2 At all times during the term of this Agreement, the Consultant and its officers, employees, agents, representatives or subcontractors are, and shall represent and conduct themselves as, independent contractors and not employees of County.

8.3 Consultant shall determine the method, details and means of performing the work and services to be provided by Consultant under this Agreement. Consultant shall be responsible to County only for the requirements and results specified in this Agreement and, except as expressly provided in this Agreement, shall not be subjected to County's control with respect to the physical action or activities of Consultant in fulfillment of this Agreement. Consultant has control over the manner and means of performing the services under this Agreement. If necessary, Consultant has the responsibility for employing other persons or firms to assist Consultant in fulfilling the terms and obligations under this Agreement.

8.4 Consultant is permitted to provide services to others during the same period service is provided to County under this Agreement; provided, however, such services do not conflict directly or indirectly with the performance of the Consultant's obligations under this Agreement.

8.5 If in the performance of this Agreement any third persons are employed by Consultant, such persons shall be entirely and exclusively under the direction, supervision and control of Consultant. All terms of employment including hours, wages, working conditions, discipline, hiring and discharging or any other term of employment or requirements of law shall be determined by the Consultant.

8.6 It is understood and agreed that as an independent contractor and not an employee of County, the Consultant and the Consultant's officers, employees, agents, representatives or subcontractors do not have any entitlement as a County employee, and, except as expressly provided for in any Scope of Services made a part hereof, do not have the right to act on behalf of the County in any capacity whatsoever as an agent, or to bind the County to any obligation whatsoever.

8.7 It is further understood and agreed that Consultant must issue W-2 forms or other forms as required by law for income and employment tax purposes for all of Consultant's assigned personnel under the terms and conditions of this Agreement.

8.8 As an independent contractor, Consultant hereby indemnifies and holds County harmless from any and all claims that may be made against County based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

9. Records and Audit

9.1 Consultant shall prepare and maintain all writings, documents and records prepared or compiled in connection with the performance of this Agreement for a minimum of four (4) years from the termination or completion of this Agreement. This includes any handwriting, typewriting, printing, photostatic, photographing and every other means of recording upon any tangible thing, any form of communication or representation including letters, words, pictures, sounds or symbols or any combination thereof.

9.2 Any authorized representative of County shall have access to any writings as defined above for the purposes of making audit, evaluation, examination, excerpts and transcripts during the period such records are to be maintained by Consultant. Further, County has the right at all reasonable times to audit, inspect or otherwise evaluate the work performed or being performed under this Agreement.

10. Confidentiality

The Consultant agrees to keep confidential all information obtained or learned during the course of furnishing services under this Agreement and to not disclose or reveal such information for any purpose not directly connected with the matter for which services are provided.

11. Nondiscrimination

During the performance of this Agreement, Consultant and its officers, employees, agents, representatives or subcontractors shall not unlawfully discriminate in violation of any federal, state or local law, rule or regulation against any employee, applicant for employment or person receiving services under this Agreement because

of race, religion, color, national origin, ancestry, physical or mental disability, medical condition (including genetic characteristics), marital status, age, political affiliation, sex or sexual orientation. Consultant and its officers, employees, agents, representatives or subcontractors shall comply with all applicable Federal, State and local laws and regulations related to non-discrimination and equal opportunity, including without limitation the County's nondiscrimination policy; the Fair Employment and Housing Act (Government Code sections 12900 et seq.); California Labor Code sections 1101, 1102 and 1102.1; the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended; and all applicable regulations promulgated in the California Code of Regulations or the Code of Federal Regulations.

12. Assignment

This is an agreement for the services of Consultant. County has relied upon the skills, knowledge, experience and training of Consultant and the Consultant's firm, associates and employees as an inducement to enter into this Agreement. Consultant shall not assign or subcontract this Agreement without the express written consent of County. Further, Consultant shall not assign any monies due or to become due under this Agreement without the prior written consent of County.

13. Waiver of Default

Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided below.

14. Notice

Any notice, communication, amendment, addition or deletion to this Agreement, including change of address of either party during the term of this Agreement, which Consultant or County shall be required or may desire to make shall be in writing and may be personally served or, alternatively, sent by prepaid first class mail to the respective parties as follows:

To County: County of Stanislaus, Department of Public Works
Attn: Linda Allsop, Contracts Administrator
1716 Morgan Road
Modesto, CA 95358

To Consultant: Overland, Pacific & Culter, Inc.
Attn: Steve Long, Project Manager
8950 Cal Center Drive, Suite 102
Sacramento, CA 95826

15. Conflicts

Consultant agrees that it has no interest and shall not acquire any interest direct or indirect which would conflict in any manner or degree with the performance of the work and services under this Agreement.

16. Severability

If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction or if it is found in contravention of any federal, state or county statute, ordinance or regulation the remaining provisions of this Agreement or the application thereof shall not be invalidated thereby and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

17. Amendment

This Agreement may be modified, amended, changed, added to or subtracted from by the mutual consent of the parties hereto if such amendment or change is in written form and executed with the same formalities as this Agreement and attached to the original Agreement to maintain continuity.

18. Entire Agreement

This Agreement supersedes any and all other agreements, either oral or in writing, between any of the parties herein with respect to the subject matter hereof and contains all the agreements between the parties with respect to such matter. Each party acknowledges that no representations, inducements, promises or agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding.

19. Advice of Attorney

Each party warrants and represents that in executing this Agreement, it has received independent legal advice from its attorneys or the opportunity to seek such advice.

20. Construction

Headings or captions to the provisions of this Agreement are solely for the convenience of the parties, are not part of this Agreement, and shall not be used to interpret or determine the validity of this Agreement. Any ambiguity in this Agreement shall not be construed against the drafter, but rather the terms and provisions hereof shall be given a reasonable interpretation as if both parties had in fact drafted this

Agreement.

21. Governing Law and Venue

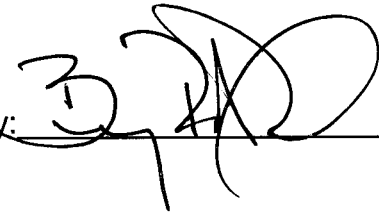
This Agreement shall be deemed to be made under, and shall be governed by and construed in accordance with, the laws of the State of California. Any action brought to enforce the terms or provisions of this Agreement shall have venue in the County of Stanislaus, State of California.

IN WITNESS WHEREOF, the parties or their duly authorized representatives have executed this Agreement on the day and year first hereinabove written.

COUNTY OF STANISLAUS

OVERLAND, PACIFIC & CUTLER, INC.

By: 
Matt Machado, Director
Public Works Department

By: 

Approved: April 19, 2011
Resolution No. 2011-231

APPROVED AS TO FORM:

John P. Doering
County Counsel

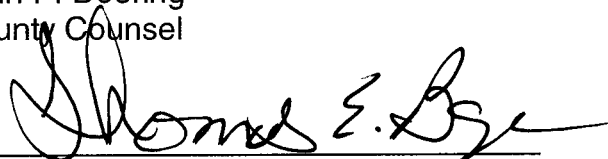
By: 
Thomas E. Boze
Deputy County Counsel

EXHIBIT A

A. SCOPE OF WORK

The Consultant shall provide services under this Agreement for Professional Services between the County of Stanislaus and Overland, Pacific & Cutler, Inc., ("Consultant"), as set forth in the Consultant's Proposal and Scope of Work dated November 9, 2010, attached hereto and, by this reference, made a part hereof.

B. COMPENSATION

The Consultant shall be compensated for the services provided under this Agreement as follows:

1. Consultant will be compensated on a time and materials basis, based on the hours worked by the Consultant's employees or subcontractors at the hourly rates specified in the consultant's Proposal. The specified hourly rates shall include direct salary costs, employee benefits, and overhead. These rates are not adjustable for the performance period set forth in this Agreement. In addition to the aforementioned fees, Consultant will be reimbursed for the following items, plus any expenses agreed by the parties as set forth in the Consultant's Proposal attached hereto, that are reasonable, necessary and actually incurred by the Consultant in connection with the services:

- (a) Any filing fees, permit fees, or other fees paid or advanced by the Consultant.
- (b) Expenses, fees or charges for printing, reproduction or binding of documents at actual costs.

The parties hereto acknowledge the maximum amount to be paid by the County for services provided shall not exceed One Hundred Fifty Eight Thousand Four Hundred Seventy Four Dollars (\$158,474), including, without limitation, the cost of any subcontractors, consultants, experts or investigators retained by the Consultant to perform or to assist in the performance of its work under this Agreement.



OVERLAND
PACIFIC &
CUTLER, INC.

8950 Cal Center Drive, Suite 102

Sacramento, California 95826

916.857.1520 ph

916.857.1525 fax

www.OPCservices.com

November 9, 2010

Mr. Peter Song, Assistant Engineer
Stanislaus County Department of Public Works
1716 Morgan Road
Modesto, CA 95358

RE: Request for Proposals for Right-of-Way Acquisition Services
Claribel Road Widening Project

Dear Mr. Song:

Overland, Pacific & Cutler (OPC) understands the Stanislaus County Department of Public Works is seeking consultants to provide right of way services for the Claribel Road Widening project. We are pleased to submit our proposal to provide appraisal, appraisal review, acquisition and relocation assistance.

Since 1980, OPC has specialized in providing real estate services to government agencies. Local, regional, state and federal agencies call upon OPC to provide on-call and project based real estate services for their most challenging assignments. We have comprehensive real estate experience in almost all California communities, including Stanislaus County. OPC has worked with the County of Stanislaus and the Department of Public Works in the past including the Geer/Whitmore Intersection, Highway 132/Geer Road, McHenry Avenue Widening and the Las Palmas Avenue Widening, to name a few. After reading your RFP, we have selected a knowledgeable team that is familiar with the County and we are prepared to mobilize upon receipt of a Notice to Proceed.

OPC's in-house services include Program Management, Right of Way Acquisition, Relocation Assistance, Appraisal, Appraisal Review, Utility Coordination and Property Management. This full spectrum of real estate services allows us to understand the integrated details of your project.

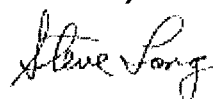
We know the importance of the timely delivery of right of way to meet project schedules. Our success is based upon professionalism, our innovative approach to solutions and our responsiveness to clients.

I want to thank you for your time in reviewing our submittal. Once you review our history of performance and our standing in the right of way community, I am confident that you will agree that OPC represents the logical choice to help you achieve your project delivery objectives.

Overland, Pacific & Cutler's Sacramento office will oversee the County's projects. If you have any questions regarding our submittal or need any additional information, please do not hesitate to contact me at 916.857.1520.

Sincerely,

Overland, Pacific & Cutler, Inc.



Steve Long
Project Manager

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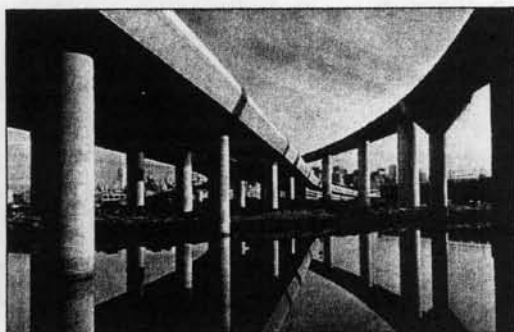
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Company Overview

Overland, Pacific & Cutler, Inc. (OPC) provides professional services for clients with projects involving program management, land acquisition, real estate appraisal, appraisal review, relocation assistance, property management and utility coordination. OPC was established in 1980 to provide these services for transportation, redevelopment, public works, housing, community development, school districts, energy and utilities. The firm's Principals created a company dedicated to providing our professional services with integrity and excellence.

Our people place emphasis on the *planning and implementation* of land acquisition and relocation assistance for public and private projects. Our specialized teams have a reputation for treating the communities and individuals that are affected by the projects with courtesy and respect. We are committed to providing outstanding client service, professional and knowledgeable real estate personnel and efficient business process.



Our firm provides all disciplines associated with the acquisition of land and right of way, as well as expert relocation assistance and related services. We pride ourselves in our integrated start-to-finish service, which includes project cost studies and estimates, project planning and management, appraisal and appraisal review, site selection and acquisition, right of way acquisitions and negotiations, title and escrow, relocation plan preparation, relocation assistance, utility coordination, property management, goodwill analysis, fixture and equipment appraisal, eminent domain support and expert witness

testimony. Our broad range of services can be contracted individually or as a complete package. We also provide specialty in-house staffing for local public agencies.

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

OPC has provided real estate related services to hundreds of clients throughout the United States. Our firm has successfully acquired more than 20,000 parcels and has been involved with thousands of projects. Because each acquisition and project may be unique in type and property description, OPC takes great pride in planning its acquisition process accordingly. OPC provides comprehensive relocation assistance services to public and private sector clients. The firm has handled more than 50,000 residential, commercial and industrial relocation cases connected with a broad array of projects and currently averages over 2,000 relocation cases per year. Since all of our work ultimately involves the public, we are keenly sensitive to the human and political aspects of the work we undertake. We believe strongly in thorough planning, budget analysis and above all, communication and building trust.

We know the importance of the timely delivery of needed real estate or right of way to meet project schedules, and do so in a manner that maintains full eligibility for funding participation from other sources. OPC's objective is to provide our clients with exceptional service and innovative solutions while delivering projects in a cost effective manner. **Clients across the nation have learned to benefit from the strength of our experience and the commitment of our people.**

1. Understanding of the Work to be Performed

Acquisition Work To Be Performed

OPC is flexible, responsive and willing to fashion its participation to the needs of the client. We will provide excellent client service while treating the individuals that are affected by the project with courtesy and respect. We are thoroughly familiar with all applicable federal and state laws, rules and regulations relating to real estate acquisition by a public agency and have the experience it takes to interpret and apply rules in complex cases. The following is a summary of tasks OPC proposes to perform in completing the necessary acquisition services:

1. Upon Notice to Proceed, order preliminary title reports (PTRs) for the impacted parcels.
2. Obtain a legal description and plat map of each of the take areas from the County.
3. Order appraisals.
4. Receive and review appraisals.
5. Order review appraisals.
6. Obtain County's approval of the appraisals to establish "just compensation".
7. Prepare all offer letters, summary statements and lists of compensable items of fixtures and equipment in accordance with state or federal regulations and approval of legal counsel.
8. Personally negotiate with the property owners and business tenants (or their appointed representatives) for the purchase of the required property rights. The written offer to purchase will be presented to the appropriate owners or their representatives in person, when possible. Provide an Acquisition Policies and Procedures pamphlet.
9. Notify relocation consultant of offers being made to entities to be relocated. Coordinate presentations with relocation consultant.
10. Upon the initiation of negotiations, receipted offer letters will be transmitted to the client as soon as possible. In instances where the property owner declines the receipt for the offer to purchase, a certification of presentation will be forwarded to the client.
11. Personal negotiations will continue with the property owners and tenants until every reasonable effort has been expended and it appears that the only remaining method of acquisition is through eminent domain proceedings.
12. Prepare all acquisition agreements, deeds and other documents necessary to complete the acquisition.
13. At such time that negotiations appear to be unsuccessful and eminent domain proceedings have commenced, assistance necessary to aid the client's condemnation counsel will be provided. Negotiations will continue after the filing of a condemnation action if it is the desire of legal counsel.
14. A diary of all pertinent information and contacts concerning the project parcels will be maintained.
15. A written summary of the status of the acquisition of each parcel will be provided on a monthly basis. It is our normal procedure to discuss the acquisition with the staff on a more frequent basis, so our clients will be kept well informed as the acquisition process proceeds.
16. All executed documents on successfully negotiated parcels will be promptly transmitted to client for acceptance.
17. Process the acquisition documents within the County's offices and transmit the executed and accepted documents to the appropriate parties (i.e. escrow, property owner).
18. Act as liaison with the title company and escrow agent.
19. Prepare Caltrans Right of Way Certification document.

Relocation Work To Be Performed

Relocation Consulting Services

OPC has an understanding of the scope of work involved and the qualified personnel to meet the requirements of the Project. Relocation Assistance Services will be in accordance with State laws; specifically California Relocation Assistance Law, California Government Code, Section 7260 et.seq; the California Code of Regulations, Title 25, Chapter 6 along with the funding agency's guidelines.

Experience has proven that a very "hands-on" approach to the relocation process involves extensive communication with each occupant to determine their individual needs, and is necessary to keep the relocation phase of the project on schedule. This approach can also lessen the stressfulness of the relocation process to the displacees and make for a smoother transition to the replacement site.

The following is a summary of tasks OPC proposes to perform in completing the necessary relocation services in accordance with State guidelines:

Prepare a Relocation Plan

1. Conduct on-site interviews to gather data from all residential and business occupants and deliver approved Relocation Assistance Information Brochure.
2. Conduct a survey and analysis of available replacement residential sites.
3. Coordinate with County to review relocation policies and procedures, sources of funding, time requirements and other pertinent information necessary for inclusion into the Plan.
4. Correlate and analyze data.
5. Prepare a draft report of the findings and analysis and submit to County for review and comment.
6. Finalize Plan and deliver to County for approval.

Residential Relocation Services

1. Incorporate initial Project planning, analysis and preparation to minimize potential legal, financial and administrative difficulties.
2. Personally interview all Project occupants to obtain required information, i.e., names, ages and gender of occupants, household composition and income, special needs, etc.
3. Inform displaced persons of available relocation assistance and explain relocation process.
4. Provide displacees with on-going advisory assistance to minimize their hardship, such as provide transportation to view potential replacement sites, if requested.
5. Prepare and distribute Informational Statements, Notices of Eligibility, 90-Day Notices to Vacate, and other notices, as may be required.
6. Provide written referrals to comparable replacement housing units.
7. Determine eligibility for and proposed amount of relocation benefits for each household being displaced.
8. Inspect replacement dwellings to determine if they meet "decent, safe and sanitary" requirements.
9. Obtain signatures on claim forms, and submit claim forms to County for processing and payment.
10. Monitor the move to replacement site, as necessary.
11. Deliver benefit checks and other appropriate payments to claimants.
12. Maintain necessary case documentation and provide County with periodic status reports.

Business Relocation Services

1. Conduct personal, on-site interview with business tenant to ascertain relocation needs and special requirements.
2. Inform displaced business of available relocation assistance services and benefits, and explain relocation process.
3. Prepare and distribute Informational Statements, Notices of Eligibility, 90-Day Notices to Vacate and other notices, as may be required.
4. Assist business in locating suitable replacement business sites and provide written referrals to same, as appropriate.
5. Provide on-going advisory assistance to displaced business, including lists of qualified movers and vendors.
6. Prepare specifications for the move and inventory of personal property, insuring thorough coordination with County staff/consultants and/or legal counsel, so that no real property is included on the personal property inventory list.
7. Coordinate the walk-through for a minimum of two bids and move estimates with movers and the displaced business.
8. Monitor the actual move to replacement site and re-establishment activities, as necessary.
9. Determine eligibility for and proposed amount of relocation benefits, including actual and reasonable moving payments, re-establishment payments or fixed payments.
10. Prepare all applicable benefit claim forms, secure claimant's signatures on claim forms and submit claim forms to County for processing and payment.
11. Deliver benefit checks and other appropriate payments to claimant.
12. Maintain necessary case documentation.

2. Experience with Similar Projects

The following projects represent similar work performed by the Sacramento office. The projects stated demonstrate the team's capacity to successfully complete land acquisition, relocation assistance and related activities for various projects.

County of Stanislaus, CA Various Projects

Since 2004, Overland, Pacific & Cutler has completed several projects for Stanislaus County. OPC was selected to perform the acquisition of 12 permanent easements and temporary construction easements for the addition of signal lights and turn lanes at the Albers/Geer Roads and Highway 132 intersection. Other projects include a single partial take for the realignment of Carver Road, 7 partial acquisitions for the Whitmore Avenue/Geer Road Intersection Signalization, 9 partial acquisitions for the signalization of the Las Palmas Avenue intersections at Elm and Sycamore Avenues, the widening of Hatch Road requiring acquisitions from 10 parcels, the Empire Improvement Project and the McHenry Avenue Widening Project.



City of Modesto, CA Various Projects

Since 2000, Overland, Pacific & Cutler has performed 15 projects for the City of Modesto. The projects have included cost studies and both full-takes and partial acquisitions consisting of commercial, industrial, open land and residential properties. Acquisition projects included the Kansas/Needham Overcrossing, 9th Street Bridge, Floyd/Roselle and Sylvan/Roselle Intersections, Scenic Drive at Lakewood, Floyd/Fine Intersection, 402 Downey Avenue and Roselle Avenue Widening. OPC also coordinated with the City's selected appraisers and the City Attorney's office.



County of Fresno, CA Academy Avenue Road Widening Project

Overland, Pacific & Cutler provided right of way acquisition services for this 80+ parcel project. Many of the properties were in agricultural production with orchards, vineyards and open land. This required calculation of severance damages and the relocation/redesign of irrigation facilities including wells and water pipelines. Other properties included rural residential, commercial and residential sites. OPC also handled five residential relocations.



**County of Contra Costa, CA
State Highway 4 Widening Project**

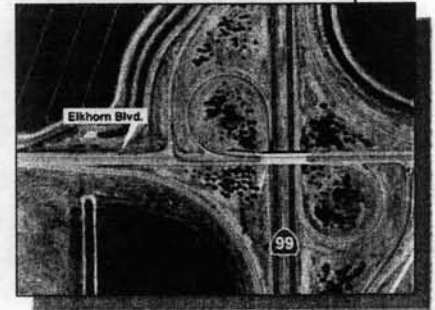
OPC was selected to perform on the first and second segments of the State Highway 4 Widening Project which involved California Department of Transportation (Caltrans) and Contra Costa County Transit Administration oversight. The first phase of the project consisted of relocating over 80 residential owner occupants and tenants and 1 non-profit organization, an Elks Lodge. The second segment included 20 industrial and commercial businesses and 300 public storage units. It also included personal property acquisition and relocation assistance for 2 cell sites.

OPC has also worked with the Redevelopment Agency on the Orbisonia Heights project which resulted in numerous displacements of owner and tenant occupied single family residences.



**County of Sacramento, CA
Elkhorn Boulevard Widening Improvement Project**

OPC provided acquisition and negotiation services for this project which involved partial acquisitions of 48 parcels, both commercial and residential. The services included making offers to the property owners, negotiating the easements and meetings with the property owners to resolve issues affecting their property as a result of the project. During the acquisition process, OPC also worked with the title company in order to facilitate clearing title on the parcels. This process included contacting various lenders in order to receive partial reconveyance certificates, in addition to maintaining a diary of contact information and files for the project. The acquisition was completed on time and within budget.



**City of Ceres Redevelopment Agency, CA
Various Projects**

Overland, Pacific & Cutler has acquired several properties for the Redevelopment Agency and, in the process, has provided guidance for the City's acquisition processes and procedures. One transaction involved two adjacent parcels, one a vacant old house and the other a gas station/mini-mart. OPC negotiated the purchase of the properties and the business operation. Additionally, OPC managed the turnkey operation coordinating the appraisals, the environmental site assessments (phases 1 and 2), demolition contract solicitations and escrow/title processing.



3. Qualification and Availability of Staff

Proposed Team

We have assembled a qualified team to provide the services required to the County. The following outlines the team member, position and availability for the project.

<u>Team Member</u>	<u>Position</u>	<u>Availability</u>
Mr. Steve Long, OPC.....	Project Manager.....	70%
Mr. Steve Harris, OPC.....	Project Manager.....	20%
Ms. Katherine Phillips, SR/WA, OPC.....	Project Manager.....	60%
Mr. Tony Sierra, OPC.....	Senior Consultant.....	40%
Ms. Debbie Morgan, OPC.....	Escrow Coordinator.....	30%
Mr. David Cogdill, Jr., Cogdill & Giomi	Appraiser.....	*
Mr. Dave Giomi, Cogdill & Giomi	Appraiser.....	*
Mr. Craig A. Owyang, MAI, Craig Owyang Real Estate	Review Appraiser.....	*

*As appraisal assignments are always revolving, we propose full availability for the appraisal team upon award of contract.

Resumes

Resumes for the proposed team begin on the following page.

Steve Long

Project Manager

Overland, Pacific & Cutler, Inc.

Professional Credentials

Initial Year in Industry: 1994

Initial Year with OPC: 1994

Education:

Associate of Arts in Business

Modesto Junior College

Additional Courses Include:

Principles of Real Estate

Real Estate Economics

Real Estate Appraisal

Selling Business Opportunities

Risk Management

In-House Courses:

Uniform Act Revisions

License(s):

Real Estate License, California

Professional Affiliations:

Member, California Redevelopment
Association (CRA)

Member, California Association for Local
Economic Development (CALED)

Overview

Mr. Long has had many years of experience in negotiating contracts, project planning and coordination, site selection and evaluation, property acquisition, right of way and public utility easements. Since 1994, Mr. Long has acquired property and property rights for numerous public agencies including cities, counties, flood control agencies, school districts and water agencies for Overland, Pacific & Cutler, Inc. He has managed several significant projects requiring close coordination with engineering firms, appraisers, lawyers, title companies, construction companies and of course, the client agencies.

Project Examples

Counties

Mr. Long has provided acquisition and consulting services for Stanislaus, Fresno, Amador, El Dorado, Sacramento and Solano Counties. These projects included bridge replacements, intersection improvements, widening of roads and new roads. He currently is working 3 projects for Stanislaus County involving a total of 22 parcels. Many of these projects involve resolving farming operations and crop loss issues.

Flood Control

Mr. Long was the primary acquisition manager and consultant for the San Joaquin Area Flood Control Agency Flood Protection Restoration Project which involved over 250 parcels of property in the Stockton area. Most of the parcels were impacted with easements, both permanent and temporary, for the expansion of flood control levees. Some parcels were acquired in fee for detention basins which also serve as park sites during the dry season. Many of the properties were agricultural and Mr. Long's background in agriculture helped him resolve issues involving farming operations. This project received national recognition for its short time frames, budget controls and effectiveness in meeting its objectives. Mr. Long is also a primary consultant for the Sacramento Area Flood Control Agency which is planning major flood control improvements along the Sacramento and American Rivers and their tributaries. He is negotiating all of the crop loss settlements for the project. Mr. Long recently acquired property and easements from 5 owners for Levee District One of Sutter County.

School Districts

Mr. Long acquired 32 parcels, mostly residential, for the expansion of the high school for the Oakdale Joint Unified School District. This project required close coordination with the relocation consultants, property management and the District's staff, Board of Trustees and its legal counsel.

Steve Long

Project Manager

Overland, Pacific & Cutler, Inc.
(Continued)

Cities

The cities of Modesto and Oakdale have each used Mr. Long to handle a multitude of real estate cases. Mr. Long acquired portions of 3 parcels in Oakdale for an intersection signalization project, which included preparing the Caltrans Right of Way Certification documents. Mr. Long recently managed a turnkey 32 parcel acquisition project for the City of Redding and has completed 2 turnkey acquisition projects for roundabout intersections in the City of Modesto. He is currently working on 2 road widening projects for Modesto involving 25 properties. He has previously worked for Modesto on projects to expand a bridge, acquire fixtures and equipment from several businesses for an overpass project, sell excess land to a school district, and much more. Recently Mr. Long handled real estate acquisitions for the Redevelopment Agency of the City of Ceres including coordinating environmental assessments and demolition work. He is also acquiring properties for the Community Redevelopment Agency of the City of Rancho Cordova, which has included management of acquired property.

Water Agencies

Several water districts have utilized Mr. Long's services to acquire pipeline easements, well sites, reservoir locations and access easements. Sacramento Suburban Water District (SSWD) has also engaged Mr. Long to perfect titles on old easements and resolve easement encroachment issues. Mr. Long coordinated the real estate aspects of a new water treatment project for the South San Joaquin Irrigation District which included 40 miles of new pipelines bringing potable water to 4 municipalities. In addition to the acquisitions of easements and properties in fee, Mr. Long has negotiated cost to cure resolutions, crop damage claims and grazing rights acquisition. He has also acquired properties for the Turlock Irrigation District's Tuolumne River Habitat Restoration Project. This project is required for TID's FERC re-licensing process for the operation of Don Pedro Dam. As a part of land acquisition, mineral rights needed to be negotiated and acquired on several mining parcels. Mr. Long recently completed acquiring easements for a portion of an eleven mile long pipeline for Zone 7 Water Agency. He also recently completed the real estate portion of a facility relocation and consolidation study for the Calaveras County Water District and is currently conducting a similar study for SSWD.

Past Relevant Experience

Manager (Various Disciplines) – Pacific Bell, 1960 – 1991.

Mr. Long held several management positions throughout Northern California including Engineering Manager in Outside Plant Engineering dealing with aerial and underground facilities, as well as microwave tower location. Mr. Long also represented Pacific Bell to the California League of Cities, County Supervisors Association of California and the County of El Dorado.

Executive Director – Economic Development Corporation (EDC) of El Dorado County

Steven Harris

Project Manager

Overland, Pacific & Cutler, Inc.

Professional Credentials

Initial Year in Industry: 2006

Initial Year with OPC: 2006

Education:

Business Administration/Public Relations

California State University, Sacramento

Additional Coursework: Real Estate

Acquisition Under the Uniform Act

California Dept. of Real Estate Courses:

Real Estate Principles

Property Management

Real Estate Practice

IRWA Courses:

100 – Principles of Land Acquisition

200 – Principles of Real Estate Negotiation

In-House Courses:

Advanced Business Relocation Training

Residential Relocation

Property Management

FTA – Courses

Right of Way Training for Local Agencies

Licenses:

Real Estate License, California

Professional Affiliations:

Member, IRWA

Member, California Redevelopment
Association (CRA)

Member, California Association for Local
Economic Development (CALED)

Overview

Mr. Harris is a dedicated professional with more than 25 years of management experience. He is the Project Manager and Area Manager for Overland, Pacific & Cutler's Sacramento Office. As Project Manager, he directs OPC staff and provides oversight for multi-parcel acquisition and relocation projects. The projects require compliance with local, state and federal regulations. As Area Manager, Mr. Harris is tasked with the administrative activities associated with operating and staffing the Sacramento Office.

Project Examples

County of Fresno – Academy Avenue Road Widening Project – Right of way and real property acquisition. Provided acquisition and relocation services for over 80 parcels.

Sacramento Area Flood Control Agency and Army Corp of Engineers – Natomas Levee Improvement Project – providing acquisition, relocation services for 150 parcels, coordinate an ongoing effort to provide right of entry and property access for all SAFCA consultants for surveys and studies to complete design plan for over 43 miles of the flood control project.

Sacramento Housing and Redevelopment Agency – Hotel Berry Relocation Project – Provided relocation services for 35 permanent relocations.

Placer County Redevelopment Agency – North Lake Tahoe RD Project – Provided relocation assistance and advisory services for 32 affordable housing tenants.

Washoe County – Truckee River Flood Management Project – Provide real property acquisition and relocation services for Truckee River Flood Management agency. Negotiated acquisition of two commercial buildings located within flood plane, coordinated relocation of 45 tenants.

City of Redding – Stillwater Business Park Project – Right of way and real property acquisition.

Mr. Harris provided business and residential relocation services for various county and local government agencies, including: Sacramento Housing & Redevelopment Agency, City of Sacramento Public Works Department, City of Chico Redevelopment Agency, City of Yuba City, City of Redding and the City of Rancho Cordova.

Katherine Phillips, SR/WA Project Manager

Overland, Pacific & Cutler, Inc.

Professional Credentials

Initial Year in Industry: 1997

Initial Year with OPC: 2007

Education:

Bachelor of Science in University Studies,
Southern Illinois University
Applied Leadership Courses, Boise State
University

IRWA Courses:

- 100 – Principles of Land Acquisition
- 101E – Principles of Real Estate Engineering
- 101L – Principles of Real Estate Law
- 103 – Ethics and the Right of Way Profession
- 104 – Standards of Practice for the Right of Way Professional
- 200 – Principles of Real Estate Negotiation
- 202 – Interpersonal Relations in Real Estate
- 214 – Skills of Expert Testimony
- 302 – Team Building
- 403 – Easement Valuation
- 501 – Residential Relocation Assistance
- 502 – Business Relocation
- 504 – Computing Replacement Housing Payments
- 505 – Advanced Residential Relocation Assistance
- 602 – Project Development and the Environmental Process
- 700 – Introduction to Property Management
- 802 – Legal Aspects of Easements
- 902 – Property Descriptions

(SR/WA Designation awarded 2003 and recertified in 2008)

License(s):

Real Estate License, Washington
Real Estate License, Nevada

Overview

Mrs. Phillips is a Project Manager for OPC who is well versed in the complexities of acquisitions involving post-project development impacts and the opportunities to mitigate project impacts. During her role as Right of Way Supervisor, she oversaw staff compliance with FHWA and FTA programs for LPAs by developing a training program and standardized templates. As a Senior Agent and as Supervisor, Mrs. Phillips assisted outside counsel with preparation of eminent domain cases and provided expert witness testimony.

Mrs. Phillips has also earned the SR/WA designation from the International Right of Way Association, where she has previously served as a regional representative on its Transportation Committee. She has spoken at the annual IRWA Education Conference on using public right of way assets as a source for generating funding.

Project Examples

Sacramento Area Flood Control Agency – Natomas Levee Improvement Project – Mrs. Phillips is coordinating on going efforts to provide right of entry and property access for all SAFCA consultants for surveys and studies to complete design plans for over 43 miles of the flood control project. She is also providing relocation advisory services involving 1 commercial and 5 residential parcels.

Dixon Regional Conservation District – Dixon Main and V-Drain Enlargement – Mrs. Phillips is responsible for the oversight of the acquisition of four complex easements to widen drainage facilities to improve capacity on 7,500 acres in the lower Dixon watershed. She is coordinating with OPC staff negotiators, as well as appraisal and title consultants.

San Joaquin Housing Investment Group – Las Palmas Apartments – Mrs. Phillips is performing relocation interviews for conversion of complex to HUD low income/disabled housing. On this project she is working with permanent and temporary displacements.

San Juan County Public Works – Lopez Island, Fisherman Bay Road Improvements-Phases 1, 2 & 3 – Mrs. Phillips acquired the right of way for a rural collector roadway for pavement widening and replacement of two 90-degree curves. The project included the acquisition of a wetland mitigation site adjacent to the road right of way. Mrs. Phillips provided oversight for the appraisal and title consultants to ensure project timeline restraints were met.

Katherine Phillips, SR/WA Project Manager

Overland, Pacific & Cutler, Inc.
(Continued)

Professional Affiliations:

International Right of Way Association

Member Since 1998

Sacramento Chapter

Utility Committee Chair – present

International Transportation Committee

2006 - 2008

International Membership Committee

2005 - 2006

Snake River Chapter

Director 2005 – 2007

President 2004 – 2005

Vice President – 2003

Secretary 1999 – 2003

Member, Women's Transportation Seminar

Member, Reserve Officer Association

Member & Membership Chair, Air Force

Association, Claude Farinha Gold Rush

Chapter

Awards:

Ada County Highway District -

"Untied Shoes" Service Award

Region 7 Right of Way -

Professional of the Year

Snohomish County Public Transportation Benefit Area dba Community Transit – *Swift* Bus Rapid Transit Project (BRT) – Mrs. Phillips was the Project Manager for the acquisition of *Swift* BRT station sites along a 16.7 mile corridor of Highway 99. She negotiated with 25 property owners to obtain 14 paired stations within the 6 municipalities along the corridor. Mrs. Phillips provided oversight for the appraisal and title consultants to ensure reports were delivered on time. She provided assistance to outside counsel to facilitate settlements for parcels acquired via eminent domain.

King County Fire Protection District No. 16 dba Northshore Fire Department – Mrs. Phillips was the Project Manager assigned to evaluate the potential right of way issues connected to the construction of the new Northshore Fire District Headquarters building. Mrs. Phillips obtained and reviewed title commitments and provided recommendations to the construction project team. Her evaluation facilitated the District's decision to obtain temporary access to two adjacent parcels as part of the construction activities. Mrs. Phillips negotiated with the adjacent owners and obtained their cooperation and agreement to donate the temporary access.

Past Relevant Experience

Ada County Highway District, Boise, Idaho

Right of Way Supervisor 2005 – 2006

Senior Right of Way Agent 2003 – 2005

Right of Way Agent 1998 – 2003

Right of Way Secretary 1997 – 1998

Key Projects while employed by Ada County Highway District:

Hill Road Parkway

Maple Grove Road, Franklin Road to Fairview Avenue

Maple Grove Extension, McMillan Road to Goddard Road

Star Road, Highway 44 to Floating Feather

Boise Avenue, Deer Flat Road to Ten Mile

Franklin Road, Meridian Road to Locust Grove

Franklin Road, Locust Grove to Eagle Road

Locust Grove Road, Franklin Road to I-84

Fairview Avenue & Milwaukee Avenue Intersection

Numerous Community Program projects

1st Lieutenant

United States Air Force, 1985 – 1989

Tony Sierra

Senior Consultant

Overland, Pacific & Cutler, Inc.

Professional Credentials

Initial Year in Industry: 2002

Initial Year with OPC: 2002

Education:

Bachelor of Arts, Communication Studies
California State University, Sacramento
Baccalaureate, Padre Aramburu College,
Burgos, Spain

IRWA Course:

501 – Relocation Assistance

National Highway Institute Courses:

141045 – Real Estate Acquisition Under the
Uniform Act: An Overview

In-House Courses:

Uniform Act Revisions
Basic Residential Relocation
Advanced Residential Relocation
Basic Business Relocation
Advanced Business Relocation

Professional Affiliations:

Member, Community Redevelopment
Association (CRA)
Member, California Association for Local
Economic Development (CALED)

Overview

Mr. Sierra is an experienced Relocation Consultant with a background of over 20 years in management, marketing and public relations. He has excellent interpersonal skills and enjoys working with residents and businesses alike. Mr. Sierra has a working knowledge of both federal and state regulations relating to relocation assistance and benefits. He is also fluent in English and Spanish.

Project Examples

Placer County – Dewitt Center/Bell Gardens Residential Project – Performed the permanent displacement of 14 residential households. **Bell Garden Project** – Performed relocation services for 33 tenant occupied residential displacements. **Kings Beach Project** – Performed the relocation of 28 tenant occupied residential cases

Sacramento Housing & Redevelopment Agency – Phoenix Park Project – Performed the temporary and permanent relocation of over 400 tenants and owner occupied residential cases.

Del Paso Nuevo Project – Performed 20 tenant and owner occupied residential relocations.

Del Paso Nuevo Phases 6 & 7 Project – Performed 14 owner and tenant occupied residential relocations and 1 nonprofit relocation.

Greenfair Redevelopment Project – Performed 4 occupied residential cases.

K & 8th Project – Performed the relocation of 40 businesses and 14 tenant-occupied residential cases.

Oak Park Redevelopment Project – Performed the relocation of 2 businesses and 2 tenant-occupied residential cases.

Garfield-Auburn project – Relocation of 11 businesses.

Franklin Purity Plaza Project – Relocation of 2 businesses.

Hotel Berry Project – Performed the relocation of 37 tenant occupied residential cases.

Kelsey Village Project – Performed the relocation of 16 tenant occupied residential cases.

Oakdale Unified School District – Oakdale High School Expansion Project – Performed 32 tenant and owner occupied residential cases.

Tony Sierra
Senior Consultant

Overland, Pacific & Cutler, Inc.
(Continued)

City of Oakdale – First National Bank Restoration Project – Performed the relocation of 3 businesses.

Casa del Sol mobile home Park – Relocation of 30 mobilehome owners and tenants

Community Housing Opportunities Corporation – Homestead Project – Performed the relocation of 6 tenant-occupied residential cases.

City of Chico – Bidwell Park Project – Relocation of 13 mobilehome owners and tenants

City of Fresno – California Triangle Project – Relocation of 8 tenants occupied units and 3 homeowners occupied residential cases

Mercy Housing California – Ardenaire Apartments Project – Permanent and temporary relocation of 63 tenants.

Budget Inn Project – Relocation of 16 tenants.

Mercy Villas Folsom Project – Permanent relocation of 4 tenant units.

City of Madera Redevelopment Agency – “E” Street Project – Relocation of 4 businesses. Courthouse Project – Relocation of 8 tenant occupied units, 1 homeowner, 1 business and 1 non-profit. Ellis Crossover Project – Permanent relocation of one homeowner occupied residential case. Lake Street Project – Relocation of 2 tenant occupied residential cases. Riverwalk Project – Performed the relocation of 19 tenant occupied units

City of Roseville – Brookwood Apartments Project – Relocation of 6 tenants

City of Rancho Cordova – Grandee Apartments Project – Relocation of 10 tenants occupied units. Folsom Boulevard Project – Relocation of 2 business

Regional Transportation Commission of Washoe County, NV – New Transit Center Project – Performed the relocation of 55 tenant occupied residential cases. Moana Lane Expansion Project – Responsible for the relocation of 16 tenant and owner occupied residential cases.

City of Stockton – Block 52 Project – Responsible for the relocation of 6 owner occupied residential cases. Miner Avenue Project – Relocation of 3 businesses. Kentfield Project – Relocation of 35 tenants.

Debbie Morgan **Escrow Coordinator**

Overland, Pacific & Cutler, Inc.

Professional Credentials

Initial Year in Escrow Industry: 1986

Initial Year with OPC: 1995

Education:

Bachelor of Science in Home Economics in
Business, with a Minor in Business,
University of Wisconsin-Stout,
Menomonie, WI

Postgraduate Courses – Escrow I, Escrow II,
Real Estate Practices, Computer Concepts

In-House Courses:

Uniform Act Revisions
Relocation Training, Revisions to Federal
Regulations Implementing the Uniform
Act

Professional Affiliations:

Member, California Redevelopment
Association (CRA)
Member, California Association for Local
Economic Development (CALED)

Overview

Ms. Morgan is responsible for the internal escrow processing of real property acquisitions for all of the Overland, Pacific & Cutler, Inc. projects in the Sacramento office. She is responsible for acquisition project document preparation (rights of entry, offer letters, deeds, agreements, forms, etc.), appraisal review, title and escrow coordination, project control, parcel management, contract management and all project reports. She also maintains and manages client trust accounts and reports for relocation services.

Project Examples

Stanislaus County – Hatch Road/PFE Left Turn Channelization Project – Submitted project code request, client coordination, review all project appraisals, prepared all documents for project, parcel management/reports, escrow services/title coordination for 12 road easement acquisitions. Ms. Morgan also worked on the Las Palmas Avenue Signalization Project, McHenry Avenue Widening – Phase 1, McHenry Bridge Project and the Geer/Whitmore Avenue Intersection Project for the County. Empire Improvement Project, (obtain rights of entry) maintain status reports/document preparation

Sacramento Area Flood Control Agency – Natomas Levee Improvement Project – Ms. Morgan was the designated Quality Control Manager for acquisition, responsible for all offer letter/agreement document, rights of entry, parcel management/maintaining acquisition and right of entry status reports. She ordered and reviewed appraisals, provided eminent domain/contract support, coordinated with owners/reviewed agreements-title issues, and escrow services/title coordination/responsible for all ordering-distribution to all parties-maintaining status of preliminary reports for project for acquisition of 300+ parcels. American River Completion Project – Responsible for all offer letter/agreement document, rights of entry, parcel management/maintaining acquisition and right of entry status reports. She ordered and reviewed appraisals, reviewed agreements-title issues, and escrow services/title coordination/responsible for all ordering-distribution to all parties-maintaining status of preliminary reports for project, client contacts/coordination.

Levee District One of Sutter County – Feather River Setback Levee at Star Bend – client/attorney coordination, document preparation, review all project appraisals, parcel management/project reports, escrow services/title coordination for 5 partial fee and easement acquisitions.

Debbie Morgan
Escrow Coordinator
Overland, Pacific & Cutler, Inc.
Continued

Fresno County – Road Widening Project for Academy Avenue – Coordinate closely with client/attorney, performed all document preparation, owner coordination, review all project appraisals, parcel management/project reports, escrow services/title coordination for over 85 permanent easements & a few fee acquisitions (residential/commercial). Closed-out all files and prepared audit for County pick-up.

City of Citrus Heights – Road Widening Project for Greenback Lane – Performed all project document preparation, coordinate closely with client, coordinate with appraiser/ review all project appraisals, parcel management/project reports for meetings, attorney coordination/owner coordination and escrow services/title coordination for over 53 acquisitions (including commercial). Setup/managed City trust account for tenant security deposits for relocation services, prepared account reports, prepared/signed tenant security deposit refund checks and coordinated with property management.

Sacramento Suburban Water District – Ms. Morgan worked on the following projects for the water district: Well Site Replacement Project, Facility Consolidation Study and the Fulton Square water pipeline project. Hillsdale Well Site Project – (easements) document preparation/offer letters and documents for owners signatures, review all project appraisals, parcel management/project reports. (NSA) Well Site Replacement Project – Title/escrow coordination/setup project files/document preparation/rights of entry. Ravenwood Well Site Project - document preparation/offer letters and documents for owners signatures, review all project appraisals, parcel management/project reports. Red Robin Drain Well Project – document preparation/setup files/project report. Broadmoor WMRP Project – (3 parcels: acquire water pipeline for a water main replacement project), title/escrow coordination/request preliminary reports, document preparation/setup project files/parcel management/maintain status reports. Bohemian Village – Phase 3 Project (5 parcels: acquire water pipeline easements) title/escrow coordination/setup project files.

Solano County – Grizzly Island Road Bridge Project - Document preparation, review project appraisal, parcel management/project reports, client coordination and escrow services/title coordination for 1 fee and easement acquisition.

Washoe County Transportation Commission - Truckee River Flood Management Project – (Acquisition of 2 full fee businesses/relocation). Research project info/contact title co. for info proposal bid/coordinate with escrow/request and track preliminary reports/document preparation/prepare and update acquisition and relocation status report/coordinate with appraiser/assist project manager.

APPRAISAL QUALIFICATIONS

David E. Cogdill, Jr.

EDUCATION

California State University, Stanislaus - Bachelor of Arts Degree

Modesto Junior College - Associate in Arts Degree

PROFESSIONAL COURSES

Courses Completed and Passed, 1989 to Present:

American Institute of Real Estate Appraisers:

Course 8-1: Real Estate Appraisal Principles, June, 1990

Course 120: Appraisal Procedures, March, 1996

Course 310: Basic Income Capitalization, August, 1996

Course 320: General Applications, June, 1997

Course 410: Standards of Professional Practice (USPAP), October, 1995

Course 420: Standards of Professional Practice (Part B), October, 1995

Course 430: Standards of Professional Practice (Part C), March, 2001

Course 510: Advanced Income Capitalization, October, 1998

Course 520: Highest and Best Use and Market Analysis, March, 1998

Course 530: Advanced Sales Comparison and Cost Approach, June, 1999

Course 540: Report Writing and Valuation Analysis, October, 2003

Course 550: Advanced Applications (Case Studies), November, 2003

USPAP Update Seminar, November, 1999

Course 710: Condemnation Appraising: Principles and Applications, June, 2000

American Society of Farm Managers and Rural Appraisers:

Fractional Interest Valuation, February, 1998

Modesto Junior College:

Real Estate Residential Appraisal, Modesto Junior College, 1989

EXPERIENCE

January 1, 2007 to Present: President of Cogdill & Giomi, Inc., Real Estate Appraisers

June 1995 to December 2006: Associate Appraiser, Cogdill & Giomi, Real Estate Appraisers

May 1989 to May 1995: Researcher, Cogdill & Giomi, Real Estate Appraisers

I have completed appraisals for Caltrans, City of Modesto, City of Oakdale, City of Turlock, City of Manteca, City of Ripon, Stanislaus County, San Joaquin County, Modesto Irrigation District, Wells Fargo Bank, Bank of the West, West America Bank, Bank of Stockton, Modesto Commerce Bank, U.S. Bank, Bank of Agriculture and Commerce, County Bank, Farmers & Merchants Bank, Central Valley Community Bank, and various other real estate developers, individuals, accountants and attorneys.

Appraisals have covered the area of residential, commercial, industrial, agricultural, recreational and special use properties.

In addition to my 18 years of real estate appraisal experience, I served two years on the City of Modesto Planning Commission and Board of Zoning Adjustment. I have a real estate broker's license issued by the California Department of Real Estate and have represented buyers and sellers of residential, commercial, industrial and agricultural properties.

CERTIFICATION

Certified General Real Estate Appraiser by the State of California, AG025634, dated September 30, 1998

Real Estate Broker License issued by Department of Real Estate, State of California, dated July 16, 1999

PROFESSIONAL AFFILIATION & MEMBERSHIPS

Associate Member in the Appraisal Institute Pursuing MAI Designation

Central Valley Association of Realtors

Modesto Chamber of Commerce

Modesto Rotary Club

City of Modesto Planning Commissioner 2004 - 2006

City of Modesto Charter Review Committee 2006 - Present

APPRAISAL QUALIFICATIONS
David R. Giomi, MAI, RM

PROFESSIONAL EDUCATION

Reedley College, Agri-business
Fresno State College, Agri-business

Courses Completed:

American Institute of Real Estate Appraisers Courses:

Course 1A: Basic Appraisal Principles, Methods and Techniques
Course 1B: Capitalization Theory and Techniques
Course 2: Urban Properties, Application of Appraisal Theory,
Case Studies, Lease Interests and Their Valuation.
Course 8-2: Residential Valuation, Match Pair Analysis
Course 6: Computer Assisted Investment Analysis
Business Practices & Ethics

Modesto Junior College:

Appraisal of Single Family Residences; Complete Function of Applied Principles
and Techniques for the Valuation of Single Family Residential Properties

American Society of Farm Managers and Rural Appraisers

Course of Advanced Case Studies in Rural Valuation
Fractional Interest Valuation

Recent Workshops and Classes:

- | | |
|--|-------------------------------|
| 1. California OREA Federal and State Law | 7. Vineyard Valuation (1 & 2) |
| 2. Several USPAP Update and Review | 8. Real Estate Updates |
| 3. "Appraising The Tough Ones" Seminar | 9. Eminent Domain Case Law |
| 4. Subdivision Analysis Seminar | 10. USPAP Update Course |
| 5. Dynamics of Office Building Valuation | 11. Dairy Facility Appraisal |
| 6. Standards of Professional Appraisal
Practice (A & B & C) | |

EXPERIENCE

May 1, 1981 to Dec. 2007:	Principal, Cogdill & Giomi
March, 1974 to May, 1981:	Appraiser, Robert Ford & Assoc., Inc.
1971-1974:	Asst. Vice President and Branch Manager of Investors Thrift. Part-time appraiser with all work completed on residential properties.

I have completed appraisals for the U.S. Forest Service, Caltrans, General Services Administration, City of Turlock, City of Modesto, Stanislaus County, Modesto Irrigation District, Turlock Irrigation District, City of Ripon, Bank of America, Bank of California, Wells Fargo Bank, Modesto Commerce Bank, Pacific State Bank, WestAmerica Bank, Bank of the West, and various individuals including attorneys and accountants.

Qualified as Expert Witness in various hearings, Municipal Court and Superior Court, State of California.

Appraisals have covered the areas of residential subdivisions, commercial, industrial, agricultural and recreational properties, as well as eminent domain cases

MEMBERSHIPS

The Appraisal Institute (MAI, RM)
Professional Member of the American Society of Farm Managers and Rural Appraisers
Modesto Board of Realtors (Affiliate Member)
State of California "Certified General Real Estate Appraiser" Certificate No. AGOO4978

ACTIVITIES

Instructor - Farm Appraisal, Modesto Junior College
Past Board of Director of the Appraisal Institute Chapter 11 (Northern California Chapter)
Past Member Advisory Committee for Real Estate, Modesto Junior College
Instructor - Residential and Commercial Properties, Modesto Junior College

QUALIFICATIONS - CRAIG A. OWYANG, MAI, SRA, SR/WA, MRICS

Professional Experience-

Craig Owyang Real Estate, Sacramento & San Mateo, CA, President - Since December 1992.

Robert Ford & Assoc., Inc., Modesto, CA, President - Since July 2008.

Appraisal assignments have been prepared for various property types including: multi- and single-tenant office, industrial, research & development, retail, vacant land, bulk shipping facilities, transitional land, orchards, row & field crops, residential and industrial subdivisions, and multi-family residential properties (with below market rent units & municipal bond financing). These assignments have been performed for purposes including: asset management, acquisition/disposition, market rent arbitration, litigation support, damage assessment, eminent domain and mortgage & construction loan underwriting. Property rights analyzed include full and partial interests, divided and undivided. Partial takings have included analysis of severance/consequential damages as well as benefits to property remainders. Consulting assignments have been conducted for real estate pension fund advisors, private trusts as well as real estate investment trusts (REITs). The scope of the assignments have included asset assessment, loan & investment underwriting and acquisition/disposition counseling. The consulting assignments have been performed for a variety of due diligence, investment and litigation support functions.

The Reitman/Heckman Group, Palo Alto, CA, Associate - January 1991 through December 1992.

Prepared as principal appraiser, narrative form appraisal reports of single family residences, multi-family residential (with below market rent units & municipal bond financing), subdivision analysis (residential and industrial), multi-tenant & single-tenant office, research & development, industrial, hospitality and vacant land. Appraisal assignments have been performed for purposes including: portfolio & asset management, acquisition/disposition, litigation preparation, damage assessment, eminent domain and mortgage & construction loan/guarantee underwriting.

Shorett & Reilly, San Jose, CA, Real Estate Appraiser & Consultant - January to December 1988.

Prepared as principal appraiser, narrative form appraisal reports of multi-family residential, commercial/industrial, multi-tenant automotive repair facilities and mixed-use properties (both existing & proposed) for purposes including asset valuation, eminent domain, construction & mortgage loan underwriting.

Craig Owyang Appraisal, Los Gatos, CA, Principal - January 1985 through January 1991.

Prepared as principal & review appraiser, appraisal reports of one to four unit residential properties for purposes of mortgage & construction loan underwriting.

Certification-

State of California - Certified General Real Estate Appraiser (AG-009478 expires March 9, 2011)

Testimony

Mr. Owyang has given expert testimony on a number of occasions in depositions as well as in United States Bankruptcy Court, Superior Court and arbitration hearings.

Professional Education-

Appraisal Institute-

Certificates of Completion: Litigation and Valuation of Conservation Easements

Courses:

Valuation of Conservation Easements - August/September 2009
The Appraiser as an Expert Witness: Preparation & Testimony - April 2009
Online Business Practices and Ethics - February 2009
Online 7-Hour National USPAP Equivalent Course - February 2009
Condemnation Appraising: Principles & Applications - January 2009
Litigation Appraising: Specialized Topics & Applications - November 2008
Uniform Appraisal Standards for Federal Land Acquisitions - April/May 2006
AQB USPAP Instructor Recertification Course - April 2005
Report Writing and Valuation Analysis - December 2001 & August 2004
USPAP Instructor Certification - September 2002
Advanced Income Capitalization - October 2001 & June 2002
Advanced Applications - February 2002
Advanced Sales Comparison & Cost Approaches - June 1999 & July 2001
Highest & Best Use and Market Analysis - August 2000
Standards of Professional Practice, Part B - January 1998
Standards of Professional Practice, Part A (USPAP) - January 1998
Basic Income Capitalization - August 1995
Appraisal Principles - May 1995
Appraisal Procedures - February 1995
Faculty Training Workshop - October 1994
The Appraiser's Complete Review - July/August 1993
Applied Residential Property Valuation - July 1990
Applied Income Property Valuation - March 1990
Standards of Professional Practice - October 1989
Capitalization Theory & Techniques, Part B - June 1988
Capitalization Theory & Techniques, Part A - April 1988

Seminars:

Valuation of Easements and Other Partial Interests - September 2009
2009 Annual Spring Litigation Conference - May 2009
2008 Annual Fall Conference - October 2008
2007 Litigation Shared Interest Group Even - March 2007
Real Estate Appraisal: Past, Present & Future - January 2007
Scope of Work: Expanding Your Range of Services - May 2006
2006 State of the Profession - January 2006
2005 Annual Fall Conference - October 2005
Arbitration - What You Can't Learn from Books - September 2005
Market Analysis and the Site to Do Business - July 2005
2004 Annual Fall Conference - October 2004
Appraisal Consulting: A Solutions Approach for Professionals - November 2002
Analyzing Operating Expenses - September 2002

International Right of Way Association-

Courses:

Engineering Plan Development & Application (Course 901) - March 2009
Principles of Real Estate Engineering (Course 900) - March 2009
Bargaining Negotiations (Course 205) - March 2009
Alternative Dispute Resolution (Course 203) - March 2009
Principles of Real Estate Negotiation (Course 200) - February 2009
Conflict Management (Course 213) - February 2009
Ethics & the Right of Way Profession (Course 103) - February 2009
Principles of Real Estate Law (Course 800) - January 2009
The Appraisal of Partial Acquisitions (Course 401) - March 2004

4. Project Schedule

Acquisition Schedule

The following acquisition and relocation schedules are provided as **example only**. This would be an approximate range of time it would take to complete the Claribel Road Widening project. We are, however, capable of being very creative and shortening the length of time typically required for various aspects of the project when required.

	Start Date	End Date
Pre-Acquisition Project Planning	11/1/2011	12/1/2011
Confirm Env. Appvl., Govt. Code, Project Auth., Right to Take	11/1/2011	11/1/2011
Secure Full Project Plans	11/1/2011	11/1/2011
Secure Preliminary Title Reports	11/1/2011	12/1/2011
Appraisal Activities	12/5/2011	3/23/2012
Order and Secure Real Estate Appraisals	12/5/2011	2/1/2012
Appraisal Reviews	2/13/2012	3/23/2012
Acquisition by Negotiation	3/26/2012	10/22/2012
Obtain County's approval of appraisals - just compensation	3/26/2012	3/30/2012
Set up Files and Prepare Offer Packages	3/26/2012	4/20/2012
Secure Client's Signature on Offer Letters	4/23/2012	4/30/2012
Make Appointments to Deliver Offers	5/1/2012	5/6/2012
Present Offer Packages (Initiation of Negotiations)	5/3/2012	5/25/2012
All offers delivered	5/24/2012	5/24/2012
Notify Relocation Agent of Offer	5/3/2012	5/24/2012
Conduct Good Faith Negotiations	5/5/2012	9/2/2012
Stage II Complete	9/2/2012	9/2/2012
Deliver Documents/Deeds to Client	6/4/2012	9/2/2012
Escrow Coordination	6/25/2012	11/22/2012
Secure Docs from Client + Transmit to Escrow	6/25/2012	9/23/2012
Escrow Process (45 days per parcel)	6/26/2012	2/4/2013
Secure Title Insurance	8/6/2012	2/4/2013
All Escrows closed	2/4/2013	2/4/2013
Documents needed for Eminent Domain	9/2/2012	3/1/2013
Prepare Notice of Public Hearing + Resolution	9/2/2012	9/16/2012
Deliver Condemnation Materials and Negotiation History	9/16/2012	9/17/2012
Secure Prejudgment Possession	9/16/2012	1/14/2013
Right of Way Certification	9/16/2012	3/15/2013
Prepare/Submit Certification	9/16/2012	11/15/2012
Elevate Certification (if required)	1/14/2013	3/15/2013

Relocation Schedule

	Start Date	End Date
Relocation Plan	12/5/2011	1/4/2012
Research, Formatting, Compilation, and Preparation	12/5/2011	1/4/2012
Prepare Introduction/Description	12/5/2011	12/18/2011
Prepare Summary of Project Data	12/5/2011	12/18/2011
Compile Project Area Characteristics/Statistics	12/5/2011	12/29/2011
Conduct/Compile Displacement Data	12/5/2011	12/29/2011
Identify Relocation Boundaries and Resources	12/30/2011	1/15/2012
Present the Relocation Program	12/30/2011	1/12/2012
Approval and Public Comment Period	3/10/2012	5/9/2012
Finalize Plan + Submit to Client	3/10/2012	3/23/2012
Send Notices of Availability for Plan Review	3/24/2012	3/26/2012
30 Day Review/Comment Period	3/27/2012	4/25/2012
Make Revisions, Finalize	4/26/2012	5/2/2012
Relocation Plan Complete	5/2/2012	5/2/2012
Residential Relocation Assistance Program	5/3/2012	9/27/2012
Prepare & Deliver General Informational Notices	5/3/2012	5/12/2012
Meet with Families to be Displaced (w/in 15 days of offer)	5/13/2012	5/27/2012
Prepare Comp Valuation or	5/14/2012	5/25/2012
Prepare Rent Schedule	5/14/2012	5/25/2012
Deliver Letters of Entitlement	5/19/2012	5/30/2012
Deliver 90 Day Notice	5/19/2012	5/30/2012
Conduct/Assist with Site Search	5/31/2012	8/28/2012
Present Referrals to Replacement Housing	5/31/2012	9/7/2012
Conduct DS&S Dwelling Inspection	5/31/2012	8/28/2012
Process Claims to District	5/31/2012	9/27/2012
Deliver 60 Day Notice to Vacate	7/30/2012	8/3/2012
Obtain Certificate of Abandonment	6/5/2012	9/2/2012
Business Relocation Assistance Program	5/3/2012	11/16/2012
Initiate Initial Site Investigation	5/3/2012	6/6/2012
Deliver Letters of Entitlement	5/3/2012	5/14/2012
Deliver 90 Day Notice	5/3/2012	5/14/2012
Present Sites for Feedback	6/5/2012	7/2/2012
Refine Search Criteria	6/23/2012	7/27/2012
Coordinate Move Bids	7/13/2012	11/9/2012
Coordinate Claims for Moving and Reestablishment	7/20/2012	11/16/2012

5. Demonstration of Professional and Financial Responsibility

OPC is financially solid and there are no planned mergers, acquisitions, closures, or sales of any of our offices, stock or major assets, nor is there any pending litigation against the firm that would impede our ability to perform this project.

As a well-established professional real estate services company, OPC continues to increase its number of employees and we maintain a solid forecast for strong business activity. OPC's finances are managed in accordance with generally accepted accounting practices and standards. Our financial statements are routinely reviewed by governmental agencies at the inception of larger governmental projects, and no deficiencies have ever been noted.

6. References

Stanislaus County

Mr. Chris Brady
209.262.5887

Mr. Peter Song
209.525.4198

Mr. Dave Leamon
209.568.6130

City of Modesto

Mr. Jon Yuriar
209.577.5399

County of Fresno

Mr. Matt Gaspar
559.262.4133

City of Ceres

Mr. Bryan Briggs
209.538.5756

Sample Professional Design Services Agreement Review

Statement of Compliance

Overland, Pacific & Cutler has reviewed the Sample Professional Design Services Agreement and will meet all of the terms and conditions if selected by the County for the requested services.

EXHIBIT C

REVISED CONSULTANT'S FEE SCHEDULE

Task	Estimated Hours				Total Hours
	Project Manager	Senior Consultant	Escrow Coordinator	Project Support	
Hourly Rate	\$117	\$104	\$68	\$68	
Project Management	47			27	74
Acquisition Negotiations	386				386
Document Preparation	64			171	235
Escrow Coordination	64		86		150
Right of Way Certification	12			6	18
Relocation Plan	12	8			20
Relocation Asst/Residents	2	19			21
Relocation Asst/Business	31	35			66
Total Hours	618	62	86	204	970
Total Fees	\$72,306	\$6,448	\$5,848	\$13,872	\$98,474
Cogdill & Giomi		Appraisal Fixed Fee			\$40,000
Owyang Real Estate		Review Appraisal Fixed Fee			\$20,000
	Total Project Fees (Not to Exceed)				\$158,474

*± 10.50% Reduction
 (\$18,564)*

EXHIBIT C

ORIGINAL

CONSULTANT'S FEE SCHEDULE

Task	Estimated Hours				Total Hours
	Project Manager	Senior Consultant	Escrow Coordinator	Project Support	
Hourly Rate	\$130	\$115	\$73	\$73	
Project Management	58			34	92
Acquisition Negotiations	415				415
Document Preparation	69			184	253
Escrow Coordination	69		92		161
Right of Way Certification	12			6	18
Relocation Plan	12	8			20
Relocation Asst/Residents	2	19			21
Relocation Asst/Business	31	35			66
Total Hours	668	62	92	224	1046
Total Fees	\$86,840	\$7,130	\$6,716	\$16,352	\$117,038

Cogdill & Giomi	Appraisal Fixed Fee	\$40,000
Owyang Real Estate	Review Appraisal Fixed Fee	\$20,000
Total Project Fees (Not to Exceed)		\$177,038



4. Project Schedule

Acquisition Schedule

The following acquisition and relocation schedules are provided as **example only**. This would be an approximate range of time it would take to complete the Claribel Road Widening project. We are, however, capable of being very creative and shortening the length of time typically required for various aspects of the project when required.

	Start Date	End Date
Pre-Acquisition Project Planning	11/1/2011	12/1/2011
Confirm Env. Appvl., Govt. Code, Project Auth., Right to Take	11/1/2011	11/1/2011
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Secure Preliminary Title Reports	11/1/2011	12/1/2011
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Appraisal Reviews	2/13/2012	3/23/2012
Acquisition by Negotiation	3/26/2012	10/22/2012
Obtain County's approval of appraisals - just compensation	3/26/2012	3/30/2012
Set up Files and Prepare Offer Packages	3/26/2012	4/20/2012
Secure Client's Signature on Offer Letters	4/23/2012	4/30/2012
Make Appointments to Deliver Offers	5/1/2012	5/6/2012
Present Offer Packages (Initiation of Negotiations)	5/3/2012	5/25/2012
All offers delivered	5/24/2012	5/24/2012
Notify Relocation Agent of Offer	5/3/2012	5/24/2012
Conduct Good Faith Negotiations	5/5/2012	9/2/2012
Stage II Complete	9/2/2012	9/2/2012
Deliver Documents/Deeds to Client	6/4/2012	9/2/2012
Escrow Coordination	6/25/2012	11/22/2012
Secure Docs from Client + Transmit to Escrow	6/25/2012	9/23/2012
Escrow Process (45 days per parcel)	6/26/2012	2/4/2013
Secure Title Insurance	8/6/2012	2/4/2013
All Escrows closed	2/4/2013	2/4/2013
Documents needed for Eminent Domain	9/2/2012	3/1/2013
Prepare Notice of Public Hearing + Resolution	9/2/2012	9/16/2012
Deliver Condemnation Materials and Negotiation History	9/16/2012	9/17/2012
Secure Prejudgment Possession	9/16/2012	1/14/2013
Right of Way Certification	9/16/2012	3/15/2013
Prepare/Submit Certification	9/16/2012	11/15/2012
Elevate Certification (if required)	1/14/2013	3/15/2013

Relocation Schedule

	Start Date	End Date
Relocation Plan	12/5/2011	1/4/2012
Research, Formatting, Compilation, and Preparation	12/5/2011	1/4/2012
Prepare Introduction/Description	12/5/2011	12/18/2011
Prepare Summary of Project Data	12/5/2011	12/18/2011
Compile Project Area Characteristics/Statistics	12/5/2011	12/29/2011
Conduct/Compile Displacement Data	12/5/2011	12/29/2011
Identify Relocation Boundaries and Resources	12/30/2011	1/15/2012
Present the Relocation Program	12/30/2011	1/12/2012
Approval and Public Comment Period	3/10/2012	5/9/2012
Finalize Plan + Submit to Client	3/10/2012	3/23/2012
Send Notices of Availability for Plan Review	3/24/2012	3/26/2012
30 Day Review/Comment Period	3/27/2012	4/25/2012
Make Revisions, Finalize	4/26/2012	5/2/2012
Relocation Plan Complete	5/2/2012	5/2/2012
Residential Relocation Assistance Program	5/3/2012	9/27/2012
Prepare & Deliver General Informational Notices	5/3/2012	5/12/2012
Meet with Families to be Displaced (w/in 15 days of offer)	5/13/2012	5/27/2012
Prepare Comp Valuation or	5/14/2012	5/25/2012
Prepare Rent Schedule	5/14/2012	5/25/2012
Deliver Letters of Entitlement	5/19/2012	5/30/2012
Deliver 90 Day Notice	5/19/2012	5/30/2012
Conduct/Assist with Site Search	5/31/2012	8/28/2012
Present Referrals to Replacement Housing	5/31/2012	9/7/2012
Conduct DS&S Dwelling Inspection	5/31/2012	8/28/2012
Process Claims to District	5/31/2012	9/27/2012
Deliver 60 Day Notice to Vacate	7/30/2012	8/3/2012
Obtain Certificate of Abandonment	6/5/2012	9/2/2012
Business Relocation Assistance Program	5/3/2012	11/16/2012
Initiate Initial Site Investigation	5/3/2012	6/6/2012
Deliver Letters of Entitlement	5/3/2012	5/14/2012
Deliver 90 Day Notice	5/3/2012	5/14/2012
Present Sites for Feedback	6/5/2012	7/2/2012
Refine Search Criteria	6/23/2012	7/27/2012
Coordinate Move Bids	7/13/2012	11/9/2012
Coordinate Claims for Moving and Reestablishment	7/20/2012	11/16/2012