File #: 18-2229

AGENDA REPORT
REQUEST FOR CITY COUNCIL ACTION

DATE: 11/7/2018

TO: Honorable Mayor and City Council Members

FROM: Public Works Department

SUBJECT:
City Council consideration to approve a Professional Services Agreement with Paragon Partners, LTD to provide Right-of-Way Appraisal and Acquisition Services for the McKinley Grade Separation in the amount of $1,220,735; and award Request for Proposal (RFP) 19-006CA.

RECOMMENDED ACTION:
That the City Council:

1. Award Request for Proposals (RFP) 19-006CA, titled “McKinley Street Grade Separation Right -of-Way Appraisal and Acquisition Services” to Paragon Partners, LTD for the total amount of $1,220,735, and waive any and all minor irregularities in the proposal.

2. Authorize the City Manager, or the Public Works Director, or their designees, to execute the Professional Services Agreement with Paragon Partners, LTD in the total amount of $1,220,735, and to approve necessary change orders and amendments up to the amount provide by Corona Municipal Code Section 3.08.070(i).

3. Authorize the Purchasing Agent to issue a purchase order to Paragon Partners, LTD in the total amount of $1,220,735.

ANALYSIS:
On July 18, 2018, City Council awarded a Professional Services Agreement to Biggs Cardosa Associates, Inc., (BCA) for the design of the McKinley Grade Separation Project (“Project”). BCA and the City held one-on-one meetings with Caltrans, BNSF and property owners potentially impacted by the Project to evaluate their operational needs and concerns in the development of a preferred street alignment. The most feasible street alignments have been determined and BCA is in the process of developing the 35 percent plan set, which will quantify the parcels and businesses that will be affected by the street alignment.

The Project is located adjacent to developed commercial properties that will require the expertise of a right-of-way firm to act as the City's right-of-way agent. The Project location and limits are shown on Exhibit "A." Due to the constraints of the adjacent twenty-one (21) parcels that will be affected by the Project, it is anticipated that there will be full acquisition, partial acquisition, and temporary construction easements. In addition to the acquisitions, there will be goodwill, fixture and equipment, and relocation assistance for the existing businesses. It is anticipated that at least seventeen (17) businesses may be affected. Special considerations will be made for the businesses that remain and a thorough understanding of their particular operational and essential aspects such as signage, visibility, and access will be considered for the purpose of developing customized solutions for each business.

On September 7, 2018, RFP 19-006CA titled "McKinley Street Grade Separation Right-Of-Way Appraisal and Acquisition Services" was sent to the Sentinel Weekly News for advertisement, but they failed to publish it as requested. However, the RFP was also posted on the City of Corona website and received 284 hits by the stipulated date for submitting proposals. Several firms indicated their interest in providing professional services during that period from as far as the San Francisco Bay Area.

Five proposals were received by qualified firms on September 28, 2018, and were subsequently reviewed and rated by Caltrans, BCA, and City staff. The following is a summary of the proposal scoring results:

Rank	Firm	Location
1	**Paragon Partners, LTD**	**Cypress**
2	Bender Rosenthal, Inc.	Riverside
3	Overland, Pacific & Cutler, LLC (OPC)	Long Beach
4	Associated Right of Way Services, Inc. (AR\WS)	Pleasant Hill
5	Epic Land Solutions, Inc.	Riverside

Paragon Partners, LTD (Paragon) was selected as the top firm by the panel. It is believed that Paragon's team possesses the skills and experience necessary to successfully execute the scope of work for the Project. Paragon has 25 years of experience providing right-of-way appraisal and acquisition services with a professional staff of over 130 individuals. Paragon's experience includes several successful grade separation projects and a long-standing working relationship with the local personnel of the Burlington Northern Santa Fe (BNSF) Railway.

COMMITTEE ACTION:
Not applicable.

STRATEGIC PLAN:
This item supports the City's Strategic Plan Goal 1: Promote Public Safety; Objective C: Ensure adequate funding for investments and improvements in infrastructure that support public safety. Completion of the proposed project will construct, replace, and install infrastructure improvements that contribute to the safety and mobility of Corona residents.

FISCAL IMPACT:
The estimated right-of-way appraisal and acquisition services cost for this Project includes the purchase order to Paragon Partners, LTD and contract administration costs for the duration of the contract as outlined below:

Right-of-Way Appraisal and Acquisition Services…….$1,220,735.00
Right-of-Way Support……$75,000.00
Total Estimated Cost…….$1,295,735.00

Funding for the project is available in the "McKinley Grade Separation" Capital Improvement Project Budget as follows:

Account Name	Fund	Account	Amount
Gas Tax	222	69370	$76,761.42
Measure A	227	69370	$1,000,000
Public Works Transportation Grant-Local Trans	243	69370	$76,548,310.05
TUMF - WRCOG	479	69370	$1,338,985.25
		Total	$78,964,056.72

ENVIRONMENTAL ANALYSIS:
Grade Separation projects are Statutorily Exempt under the California Environmental Quality Act (CEQA), and no environmental documents or technical study are required. However, the City, being a responsible steward to the community, is proposing to perform some environmental analyses outside of the requirements of CEQA.

PREPARED BY: PETER RAMEY, PROJECT MANAGER

REVIEWED BY: TOM KOPER, P.E., ASSISTANT PUBLIC WORKS DIRECTOR

REVIEWED BY: NELSON D. NELSON, P.E., PUBLIC WORKS DIRECTOR

REVIEWED BY: KIM SITTON, FINANCE MANAGER

REVIEWED BY: SCOTT BRIGGS ON BEHALF OF CITA LONGSWORTH, PURCHASING MANAGER

REVIEWED BY: KERRY D. EDEN, ASSISTANT CITY MANAGER/ADMINISTRATIVE SERVICES DIRECTOR

REVIEWED BY: MICHELE NISSEN, ASSISTANT CITY MANAGER

SUBMITTED BY: DARRELL TALBERT, CITY MANAGER

Exhibit: “A” - Location Map

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CITY OF CORONA | PUBLIC WORKS

McKinley Grade Separation Location Map

EXHIBIT A | PROJECT NO. 2012-12

CITY OF CORONA
PROFESSIONAL SERVICES AGREEMENT
WITH PARAGON PARTNERS, LTD.
MCKINLEY STREET GRADE SEPARATION
RIGHT-OF-WAY APPRAISAL AND ACQUISITION SERVICES
CITY OF CORONA PROJECT NO. 2012-12

1. PARTIES AND DATE.

This Agreement is made and entered into this **7th** day of **November, 2018** ("Effective Date") by and between the City of Corona, a municipal corporation organized under the laws of the State of California with its principal place of business at 400 South Vicentia Avenue, Corona, California 92882 ("City") and **Paragon Partners, Ltd**., a California corporation with its principal place of business at **5660 Katella Ave., Suite 100, Cypress, California 90630** ("Consultant"). City and Consultant are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

2. RECITALS.

2.1 Consultant.

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

2.2 Project.

City desires to engage Consultant to render such services for the **McKinley Street Grade Separation Right-of-Way Appraisal and Acquisition Services, City of Corona Project No. 2012-12, RFP No. 19-006CA** ("Project") as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional services for the **McKinley Street Grade Separation Right-of-Way Appraisal and Acquisition Services, City of Corona Project No. 2012-12, RFP No. 19-006CA** consulting services necessary for the Project ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules, and regulations.

3.1.2 Term. The term of this Agreement shall be from **November 7, 2018 to June 30, 2023** ("Term"), unless earlier terminated as provided herein. Consultant shall complete the Services within the Term of this Agreement and shall meet any other established schedules and deadlines. The Parties may, by mutual written consent, extend the Term of this Agreement one or more times by executing a written amendment pursuant to Section 3.6.8 below (each a "Renewal Term"). The terms "Term" and "Renewal Term" may sometimes be generally and collectively referred to as "Term" in this Agreement.

3.2 Responsibilities of Consultant.

3.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Consultant on an independent contractor basis and not as an employee. Consultant retains the right to perform similar or different services for others during the Term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall also not be employees of City and shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 Schedule of Services. Consultant shall perform the Services within the Term of this Agreement, in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference, and in accordance with any other completion schedule or milestones which may be separately agreed upon in writing by the Parties. Consultant represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Consultant's conformance with the Schedule, City shall respond to Consultant's submittals in a timely manner. Upon request of City, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2.3 Conformance to Applicable Requirements. All Services performed by Consultant shall be subject to the approval of City.

3.2.4 Substitution of Key Personnel. Consultant has represented to City that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. In the event that City and Consultant cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the City, or who are determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the Consultant at the request of the City.

The key personnel for performance of this Agreement are as follows: **Mark Mendoza and Phillip Bonina**.

3.2.5 City's Representative. The City hereby designates **Nelson D. Nelson, PE, Public Works Director/City Engineer**, or his designee, to act as its representative for the performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for all purposes under this Contract. Consultant shall not accept direction or orders from any person other than the City's Representative or his or her designee.

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

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

3.2.8 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant agrees that all employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees and subconsultants shall have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including a City Business License, and that such licenses and approvals shall be maintained throughout the Term of this Agreement. As provided for in the indemnification provisions of this Agreement, Consultant shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its sub-Consultants who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.9 Laws and Regulations; Employee/Labor Certifications. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services. If the Consultant performs any work or Services knowing them to be contrary to such laws, rules and regulations and without

giving written notice to the City, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold City, its officials, directors, officers, employees, and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.9.1 Employment Eligibility; Consultant. By executing this Agreement, Consultant verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time. Such requirements and restrictions include, but are not limited to, examination and retention of documentation confirming the identity and immigration status of each employee of the Consultant. Consultant also verifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Agreement and shall not violate any such law at any time during the Term of the Agreement. Consultant shall avoid any violation of any such law during the Term of this Agreement by participating in an electronic verification of work authorization program operated by the United States Department of Homeland Security, by participating in an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, or by some other legally acceptable method. Consultant shall maintain records of each such verification and shall make them available to the City or its representatives for inspection and copy at any time during normal business hours. The City shall not be responsible for any costs or expenses related to Consultant's compliance with the requirements provided for in Section 3.2.9 or any of its sub-sections.

3.2.9.2 Employment Eligibility; Subcontractors, Consultants, Sub-subcontractors and Subconsultants. To the same extent and under the same conditions as Consultant, Consultant shall require all of its subcontractors, Consultants, sub-subcontractors and subconsultants performing any work or Services relating to the Project or this Agreement to make the same verifications and comply with all requirements and restrictions provided for in Section 3.2.9.1.

3.2.9.3 Employment Eligibility; Failure to Comply. Each person executing this Agreement on behalf of Consultant verifies that they are a duly authorized officer of Consultant, and understands that any of the following shall be grounds for the City to terminate the Agreement for cause: (1) failure of Consultant or its subcontractors, Consultants, sub-subcontractors or subconsultants to meet any of the requirements provided for in Sections 3.2.9.1 or 3.2.9.2; (2) any misrepresentation or material omission concerning compliance with such requirements (including in those verifications provided to the Consultant under Section 3.2.9.2); or (3) failure to immediately remove from the Project any person found not to be in compliance with such requirements.

3.2.9.4 Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance

in accordance with the provisions of that Code and agrees to comply with such provisions before commencing the performance of the Services.

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

3.2.9.6 Air Quality. To the extent applicable, Consultant must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the South Coast Air Quality Management District (SCAQMD) and/or California Air Resources Board (CARB). Although the SCAQMD and CARB limits and requirements are more broad, Consultant shall specifically be aware of their application to "portable equipment", which definition is considered by SCAQMD and CARB to include any item of equipment with a fuel-powered engine. Consultant shall indemnify City against any fines or penalties imposed by SCAQMD, CARB, or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Consultant, its subconsultants, or others for whom Consultant is responsible under its indemnity obligations provided for in this Agreement.

3.2.10 Insurance.

3.2.10.1 Time for Compliance. Promptly following the Effective Date of this Agreement, but in no event before Consultant commences any Services under this Agreement, Consultant shall provide evidence satisfactory to the City that it has secured all insurance required under this section. Failure to provide and maintain all required insurance shall be grounds for the City to terminate this Agreement for cause.

3.2.10.2 Minimum Requirements. Consultant shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Consultant, its agents, representatives, employees or subconsultants. Consultant shall also require all of its subconsultants to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

(A) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned); and (3) *Workers'*

Compensation and Employer's Liability: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

(B) Minimum Limits of Insurance. Consultant shall maintain limits no less than: (1) *General Liability:* **$2,000,000** per occurrence for bodily injury, personal injury, advertising injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used including, but not limited to, form CG 2503, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability:* **$1,000,000** per accident for bodily injury and property damage; and (3) *Workers' Compensation and Employer's Liability:* Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of **$1,000,000** per accident for bodily injury or disease.

3.2.10.3 Professional Liability. Consultant shall procure and maintain, and require its sub-Consultants to procure and maintain, for a period of five (5) years following completion of the Project, errors and omissions liability insurance appropriate to their profession. Such insurance shall be in an amount not less than **$5,000,000** per claim or occurrence, **$5,000,000** aggregate minimum.

3.2.10.4 Insurance Endorsements. The insurance policies shall contain or be endorsed (amended) to include the following provisions:

(A) General Liability. The general liability policy shall state that: (1) the City, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insured with respect to liability arising out of work or operations performed by or on behalf of the Consultant, including materials, parts or equipment furnished in connection therewith and Products and Completed Operations hazards (the endorsement form shall be at least as broad as ISO Form CG 20 10 11 85 or both CG 20 37 and one of the following: CG 20 10, CG 20 26, CG 20 33 or CG 20 38); and (2) the insurance coverage shall be primary insurance coverage as respects the City, its directors, officials, officers, employees, agents, and volunteers (the endorsement form shall be at least as broad as ISO CG 20 01 04 13). Any insurance or self-insurance maintained by the City, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way.

(B) Waiver of Subrogation – Workers' Compensation and Employer's Liability Coverage. The insurer shall agree to waive all rights of subrogation against the City, its directors, officials, officers, employees, agents, and volunteers for losses paid under the terms of the insurance policy which arise from work or Services performed by the Consultant.

(C) All Coverages. If Consultant maintains broader coverage and/or higher limits than the minimums shown above, the City is entitled to the broader coverage and/or higher limits maintained by Consultant. Thus, any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

3.2.10.6 Other Provisions; Endorsements Preferred. Consultant shall endeavor to provide endorsements regarding the following provisions, but nonetheless understands, acknowledges and agrees that the following provisions shall apply and that failure to comply shall be considered to be a breach of this Agreement by Consultant:

(A) Waiver of Subrogation – All Other Policies. Consultant hereby waives all rights of subrogation any insurer of Consultant's may acquire against the City, its directors, officials, officers, employees, agents, and volunteers for losses paid under the terms of any insurance policy which arise from work or Services performed by the Consultant. Consultant understands, acknowledges and agrees that this provision is in full force and effect even if the City does not receive a waiver of subrogation endorsement from the insurer.

(B) Notice. Consultant shall either: (1) require its insurer to provide thirty (30) days prior written notice to the City before coverage is suspended, voided, or canceled; or (2) notify City in writing that such notice is not available and forward any notice of such actions to the City within two (2) business days from date of receipt by Consultant. Consultant understands, acknowledges and agrees that this provision is in full force and effect even if the City does not receive a waiver of subrogation endorsement from the insurer.

(C) Contractors Pollution Liability. If coverages are written on a Claims Made form, retroactive date must be shown and must be before the date of the contract or beginning of contract work. If coverage is cancelled or non-renewed, or not replaced with another claims made form with a retroactive date prior to the contract effective date, the Contractor must purchase an extended reporting period coverage for a minimum of five years after completion of contract work.

3.2.10.7 Claims Made Policies. The following provisions shall apply to all policies that provide coverage on a claims-made basis: (A) the retroactive date must be shown and must be before the date on which any Services under this Agreement commence; (B) the insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Project; and (C) if coverage is canceled or not renewed and is not replaced with another claims-made policy with a retroactive date prior to the date on which any Services under this Agreement commence, Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of Project.

3.2.10.8 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. The City may require the Consultant to provide proof of ability to pay losses and related investigation, claims administration and defense expenses within the deductible or self-insured retention. The deductible or self-insured retention may be satisfied by either the named insured or the City.

3.2.10.9 Acceptability of Insurers. Unless under the circumstances a different rating is otherwise acceptable to the City in its sole and absolute discretion, insurance is to be placed with insurers which are satisfactory to the City and which meet either of the following criteria : (1) an insurer with a current A.M. Best's rating no less than A-:VII and licensed as an

admitted insurance carrier in California; or (2) an insurer with a current A.M. Best's rating no less than A-:X and authorized to issue the required policies in California.

3.2.10.10 Verification of Coverage. Consultant shall furnish City with original certificates of insurance, as well as amendatory endorsements or copies of the applicable policy language effecting coverage required by this Agreement. All documents must be received and approved by the City before any Services commence; provided, however, that failure to obtain the required documents prior to the commencement of Services shall not waive Consultant's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

3.2.10.11 Reporting of Claims. Consultant shall report to the City, in addition to Consultant's insurer, any and all insurance claims submitted by Consultant in connection with the Services under this Agreement.

3.2.10.12 Sub-Consultants. All sub-Consultants shall comply with each and every insurance provision of this Section 3.2.10. Consultant shall therefore not allow any sub-Consultant to commence work on any subcontract to perform any part of the Services until it has provided evidence satisfactory to the City that the sub-Consultant has secured all insurance required under this Agreement.

3.2.10.13 Special Risk or Circumstances. The City reserves the right, in its sole and absolute discretion, to modify the requirements of this Section 3.2.10, including limits, based on any of the following: (A) the nature of the risk of the Services; (B) the prior experience of the insured; (C) the rating or other quality or characteristic of the insurer; (D) any special or unique coverage issues; and (E) any other special or unique circumstances.

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

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

3.3 Fees and Payments.

3.3.1 Rates & Total Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total

compensation, including authorized reimbursements, shall not exceed **One Million Two Hundred Twenty Thousand Seven Hundred Thirty-Five Dollars ($1,220,735.00)** ("Total Compensation"), without written approval of City's Representative. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Consultant shall submit to City a monthly itemized statement which indicates work completed and hours of Services rendered by Consultant. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. City shall, within 30 days of receiving such statement, review the statement and pay all approved charges thereon.

3.3.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by City.

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

3.3.5 Prevailing Wages. Consultant is aware of the requirements of Chapter 1 (beginning at Section 1720 et seq.) of Part 7 of Division 2 of the California Labor Code, as well as Title 8, Section 16000 et seq. of the California Code of Regulations ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Services involve federal funds or otherwise require compliance with the Davis-Bacon Fair Labor Standards Act, the Consultant and its subconsultants shall comply with the higher of the state or federal prevailing wage rates, and the "Prevailing Wage Laws" shall be deemed to include such federal wages laws. Consultant and its Subconsultants shall also be responsible for any and all violations and fines imposed on them pursuant to the Prevailing Wage Laws. Pursuant to SB 854, which amended the Prevailing Wage Laws, this Agreement would also be subject to compliance monitoring and enforcement by the California Department of Industrial Relations ("DIR"). Beginning April 1, 2015, no Consultant or subconsultant may be awarded this Agreement unless registered with the DIR pursuant to Labor Code Section 1725.5. The City will report all necessary agreements to the DIR as required by the Prevailing Wage Laws. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request and shall post copies at the Consultant's principal place of business and at the Project site. It is most efficient for the Consultant to obtain a copy of the prevailing wages in effect at the commencement of this Agreement from the website of the Division of Labor Statistics and Research of the DIR located at www.dir.ca.gov/dlsr/. In the alternative, Consultant may obtain a copy of the prevailing wages from the City's Project Manager. Consultant shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any

claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.4 Termination of Agreement.

3.4.1 Grounds for Termination. City may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those Services which have been adequately rendered to City, as well as any authorized reimbursable expenses, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

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

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

3.5 Ownership of Materials and Confidentiality.

3.5.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically, electronically or otherwise recorded or stored, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data"). All Documents & Data shall be and remain the property of City and shall not be used in whole or in substantial part by Consultant on other projects without the City's express written permission. Within thirty (30) days following the completion, suspension, abandonment or termination of this Agreement, Consultant shall provide to City reproducible copies of all Documents & Data, in a form and amount required by City. City reserves the right to select the method of document reproduction and to establish where the reproduction will be accomplished. The reproduction expense shall be borne by City at the actual cost of duplication. In the event of a dispute regarding the amount of compensation to which the Consultant is entitled under the termination provisions of this Agreement, Consultant shall provide all Documents & Data to City upon payment of the undisputed amount. Consultant shall have no right to retain or fail to provide to City any such documents pending resolution of the dispute. In addition, Consultant shall retain copies of all Documents & Data on file for a minimum of five (5) years following completion of the Project and shall make copies available to City upon the payment of actual reasonable duplication costs. In addition, before destroying the Documents &

Data following this retention period, Consultant shall make a reasonable effort to notify City and provide City with the opportunity to obtain the documents.

3.5.2 Subconsultants. Consultant shall require all subconsultants to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subconsultant prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Consultant or its subconsultants, or those provided to Consultant by the City.

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

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

3.5.5 Confidentiality. All Documents & Data, either created by or provided to Consultant in connection with the performance of this Agreement, shall be held confidential by Consultant. All Documents & Data shall not, without the prior written consent of City, be used or reproduced by Consultant for any purposes other than the performance of the Services. Consultant shall not disclose, cause or facilitate the disclosure of the Documents & Data to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant that is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

3.6 General Provisions.

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

Consultant:

Paragon Partners, Ltd.
5660 Katella Ave., Suite 100
Cypress, CA 90630
Attn: Neilia LaValle, President

City:

City of Corona
400 South Vicentia Avenue
Corona, CA 92882
Attn: Nelson D. Nelson, PE, Public Works Director
Public Works Department

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

3.6.2 Indemnification. To the fullest extent permitted by law, Consultant shall defend (with counsel of City's choosing), indemnify and hold the City, its directors, officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, to the extent arising out of, pertaining to, or incident to any alleged willful misconduct or negligent acts, errors or omissions of Consultant, its officials, officers, employees, subcontractors, Consultants or agents in connection with the performance of the Consultant's Services, the Project or this Agreement, including without limitation the payment of all settlement amounts, expert witness fees and attorney's fees and other related costs and expenses. Notwithstanding the foregoing, to the extent Consultant's Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant. Consultant's obligation to indemnify shall survive expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by the City, its directors, officials' officers, employees, agents, or volunteers.

3.6.3 Governing Law; Government Code Claim Compliance. This Agreement shall be governed by the laws of the State of California. Venue shall be in Riverside County. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Consultant must comply with the claim procedures set forth in Government Code Sections 900 et seq. prior to filing

any lawsuit against the City. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Consultant. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Consultant shall be barred from bringing and maintaining a valid lawsuit against the City.

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

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

3.6.6 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the Parties.

3.6.6.1 Subconsultants; Assignment or Transfer. Consultant shall not subcontract any portion of the Services required under this Agreement, except as expressly authorized herein, without the prior written approval of the City. Subcontracts, if any, shall include a provision making them subject to all provisions of this Agreement. Consultant shall also not assign, hypothecate or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to subcontract or take any other action not authorized herein shall be null and void, and any subconsultants, assignees, hypothecates or transferees shall acquire no right or interest by reason of such action.

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

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

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

3.6.10 No Third-Party Beneficiaries. Except to the extent expressly provided for in Section 3.6.6, there are no intended third-party beneficiaries of any right or obligation assumed by the Parties.

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

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

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

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

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

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

3.6.17 Entire Agreement. This Agreement contains the entire Agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both Parties.

[SIGNATURES ON NEXT 2 PAGES]

CITY'S SIGNATURE PAGE FOR

CITY OF CORONA
PROFESSIONAL SERVICES AGREEMENT
WITH PARAGON PARTNERS, LTD.
MCKINLEY STREET GRADE SEPARATION
RIGHT-OF-WAY APPRAISAL AND ACQUISITION SERVICES
CITY OF CORONA PROJECT NO. 2012-12

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the date first written above.

CITY OF CORONA

By: _____
Nelson D. Nelson, PE
Public Works Director/City Engineer

Reviewed By:

_____
Tom Koper, PE
Assistant Public Works Director

Reviewed By:

_____
Scott Briggs on behalf of Cita Longsworth
Purchasing Manager

Attest:

_____
Sylvia Edwards, City Clerk
City of Corona, California

CONSULTANT'S SIGNATURE PAGE FOR

CITY OF CORONA
PROFESSIONAL SERVICES AGREEMENT
WITH PARAGON PARTNERS, LTD.
MCKINLEY STREET GRADE SEPARATION
RIGHT-OF-WAY APPRAISAL AND ACQUISITION SERVICES
CITY OF CORONA PROJECT NO. 2012-12

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the date first written above.

PARAGON PARTNERS, LTD.
a California corporation

By: _____
Signature

_____
Name

_____
Title (President, Vice President, or CEO)

By: _____
Signature

_____
Name

_____
Title (Secretary, Treasurer or CFO)

EXHIBIT "A"
SCOPE OF SERVICES

A. PROJECT DESCRIPTION

Consultant shall provide right-of-way appraisal and acquisition services to City and shall conduct the acquisition process in accordance with Caltrans Standards, California Civil Code, and the California Relocation Assistance law. All documents shall meet all requirements of State Regulations; professional services shall include, but not limited to, the following:

Right-of-Way Meeting General:

Consultant shall attend the monthly Project Development Team (PDT) meeting or separate focused right-of-way meeting to establish priorities for acquisitions and schedule deadlines with respect to early utility relocations. Consultant shall assume attendance at all PDT meeting throughout the design phase of the project.

Appraisal Services:

Consultant shall provide appraisal reports to comply with the reporting requirements set forth under Standards Rule 2-2 (a) and in accordance with the Uniform Standards of Professional Appraisal Practice (USPSP), 49 CFR 24.103, FTA C 5010.1D, Chapter 1 and 4, and, to the extent appropriate. Departure is permitted only under the provisions of the USPAP Departure Rule with concurrence of the City. A complete appraisal is required at all times. The format and level of documentation for an appraisal report depend on the complexity of the appraisal problem. Complex property assignments are to be reported in a self-contained appraisal report, narrative format. A summary report in conformance with USPAP Standard Rule 202(b) or a restricted use report in conformance with USPAP Standard Rule 2-2(c) is permitted in cases, which by virtue of their low value or complexity do not require the in-depth analysis and presentation necessary in a self-contained appraisal report. A summary report may be acceptable on complex property assignments on a case-by-case basis as determined by the City.

Appraisal Review:

Consultant shall provide appraisal reviews that conform to the Uniform Standards of Professional Appraisal Practice (USPSP), 49 CFR 24.104, FTA C 5010.1D, Chapter 1 and 4, and, to the extent appropriate, the MAI certified appraisers who are licensed by the State of California. Departure is permitted only under the provisions of the USPAP Departure Rule with concurrence of the City.

Property Management:

Consultant shall ensure acquired property are secure, accessible, clean and remain free of debris and in compliance with all City Code requirements until such time that they are incorporated into the project. Consultant shall coordinate the transfer of all utilities into the City's name until such time as the property is demolished. Demolition of all acquired properties will be handled under separate contract.

B APPRAISAL

Consultant shall keep apprised and follow any revisions to applicable rules, codes, and regulations pertaining to the services to be performed hereunder, regardless of whether or not a specific code section is referenced in the RFP document or its attachments.

Appraisal reports shall be prepared by Consultant for each affected parcel and submitted to the City within sixty (60) days after the issuance of the Notice to Proceed or after obtaining the legal descriptions and/or plats from the design engineer.

1. Generalized Duties:
   a. Provide Litigation Guarantees
   b. Prepare and update Right-of-Way Cost Estimates
   c. Prepare Appraisals private property
   d. Prepare two (2) appraisals for BNSF's property
   e. Prepare Review Appraisals
   f. Provide Acquisition Services
   g. Provide Business Relocation Services.

2. Provide Litigation Guarantees

3. Prepare Right-of-Way Cost Estimates
   a. Review right-of-way drawing and project plans prepared by City's design consultant and communicate with City to ensure that Consultant is aware of all right-of-way needs, temporary construction easements, and grade matches required for Project.
   b. Based on the right-of-way maps and survey data prepared by City's design consultant, provide estimates of the cost of the right-of-way for the project.

4. Perform Appraisals – Appraisal Consultant is required to possess appropriate Appraisal license as issued by the California Office of Real Estate Appraisers in accordance to the degree, complexity and value of the appraisal required:
   a. Certified General License for all real estate without regard to transaction value or complexity.
   b. Minimum three (3) years' experience in appraisal of rights for eminent domain purposes.
   c. Successful completion of a course in appraisal acquisition for public agencies.

d. Knowledge of the Uniform Relocation and Real Property Acquisition Policies Act and State Eminent Domain Law.
e. Successful completion of a course in State Eminent Domain Law taught by a recognized organization.
f. Specific knowledge and experience and experience appropriate for the proposed project.

5. Appraiser Responsibilities under the Uniform Act:
   a. Property owner must be notified in writing of City's decision to appraise.
   b. Property owner or designee must be given opportunity to accompany appraiser during property inspection.
   c. Sending Title VI information
   d. Diary entry of notifications and contacts.
   e. Appraisal to contain minimum recognized standards for Public acquisition (Zoning, Property Rights to be acquired, Highest and Best Use Analysis, Comparable, Improvements Acquired, Damages, Cost to Cure, etc.)
   f. All appraisals must contain Appraiser and Review Appraiser Certificates.

6. Perform Appraisal Reviews – Review Appraiser Consultant Responsibilities:
   a. Each appraisal must be reviewed by a qualified review appraiser and contain a Review Appraiser Certificate. The review appraiser is the person responsible for appraisal quality and value determination. The review appraiser must remain independent and must not be subject to undue influence or pressure from any source to arrive at a particular value or to accept inadequate appraisal reports. It is essential that the review appraiser understands that his/her responsibility is to recommend an estimate of value for just compensation determination by the acquiring agency (City). The Uniform Act requires that an official of the acquiring agency (City) must make the final determination of just compensation.

7. Review Appraiser Consultant is required to possess:
   a. Certified General License for all real estate without regard to transaction value or complexity.
   b. Minimum three (3) years' experience in reviewing appraisals of rights for eminent domain purposes.
   c. Knowledge of the Uniform Relocation and Real Property Acquisition Policies Act and State Eminent Domain Law taught by recognized organizations.
   d. Specific knowledge and experience appropriate for the proposed project.

8. Review Appraiser Responsibilities Under the Uniform Act:
   a. Conformation of Analysis of Highest and Best Use, and Cost to Cure Damages.
   b. Confirmation of Valuation.
   c. Confirmation of Calculation and Report Integrity.
   d. Preparation of signed statement certifying value of appraisal reviewed, including an explanation of the basis for recommendation.

9. Railroad Appraisals General
    a. Obtain two appraisals for BNSF property
    b. Appraiser shall be specialized Across-the-Fence methodology to determine the value for the Temporary Construction License (TCL)
    c. Obtain Aerial Easement for the bridge that spans BNSF property.
    d. The appraiser Consultant will be responsible for negotiating the value of the TCL and Aerial Easement with Jones Lang LaSalle (BNSF real estate consultant) with the City Attorney's concurrence.
    e. Obtain the cost benefit difference (if any) between the existing street easement and Aerial easement.

10. Perform Acquisition – Acquisition Consultant is required to possess:
    a. Real Estate Broker's or Salesperson's License (when under the direct supervision of a Real Estate Broker) as issued by the California Department of Real Estate (required by law). All Right-of-Way Contracts must be approved for content and signed or initialed by the Real Estate Broker.
    b. Minimum three (3) years' experience in acquisition of rights for eminent domain purposes.
    c. Knowledge of the Uniform Relocation and Real Property Acquisition Policies Act and State Eminent Domain Law. By signing the Right-of-Way Contact, the Broker or Principle of the Company acknowledges responsibility for maintaining a complete file on each parcel.
    d. Specific knowledge and experience appropriate for the proposed project.

11. Acquisition Consultant Responsibilities Under the Uniform Act:
    a. Ensure establishment of just compensation by local agency prior to initiation of negotiations.
    b. Expeditious acquisition within 30-days of approved appraisal.
    c. First Written Offer should be presented in person when possible.
    d. Summary Statement (basis for the appraisal) to be included with the first written offer.
    e. Owner to be given reasonable time to consider offer and present material relevant to value determination (i.e. 30 days and a minimum of 3 contracts).
    f. Payment is required before taking possession unless date of possession clause is used in contract.
    g. Local Agency (City) is responsible for payment of all incidental expenses (title, escrow, surveys, prepayment penalties, etc.)
    h. Preparation of Administrative Settlement when it is reasonable and in the public interest.

12. Additional Acquisition Consultants Responsibilities:
    a. Review right-of-way drawings and project plans prepared by City's design engineer and communicate with City to ensure that Consultant is aware of all right-of-way needs, temporary construction easements and grade matches required for the project.

b. Meet with City staff and design firm to establish an understanding of the basic project design philosophy, scheduling, and purpose. Attend the monthly PDT meeting to establish priorities for acquisitions.
c. Order and review ligation guarantees and provide copy to the City.
d. Perform appraisal to determine cost of land, improvements, and cost to cure items.
e. Perform independent review of appraisals and have appraiser modify and correct as necessary.
f. Deliver reviewed and approved appraisals to City for City to review and concur just compensation.
g. Prepare a written offer of just compensation for review by the City.
h. Prepare revised documents due to title changes or appraisal revisions.
i. Prepare miscellaneous documents for property owner's signature such as right-of-way contracts, deeds, rights-of-entry, temporary construction easements, and grade matches.
j. Provide notary service and notarized deeds to convey title to acquired property.
k. Review owner summitted appraisals and take appropriate action as necessary.
l. Process and recommend for payment invoices for owner's appraisals.
m. Prepare and present City Council items to approve Right-of-Way contracts and accept deeds.
n. Prepare temporary construction easement and right-of-entry documents.
o. Process City Council items for payments to owners.
p. Open required escrow and follow until closure and Title Policy is issued.
q. Prepare Resolution of Intention and Resolution of Necessity and take to City Council all unsettled properties that require acquisition through Eminent Domain.
r. Assist City Council in the Eminent Domain process including processing settlement payments.

13. Business Relocation includes but is not limited to the following:
    a. Interview prospective displacees to ascertain relocation needs.
    b. Inform displacees of available relocation assistance services and benefits and explain the relocation process.
    c. Prepare notices under the direction of the City and deliver required notices, which may include Informational Statements, Notices of Displacement, 90-Day Notice to vacate, and other notices.
    d. Provide on-going advisory assistance to business owners.
    e. Provide field surveillance and documentation of business relocations when required.
    f. Provide displacee, in writing, with referrals to comparable business locations and assist in any planning and/or permitting issues.
    g. Advise business owners of potential claim for loss of goodwill.
    h. Negotiate with business owners for fixture and equipment (F&E) as may be required.
    i. Facilitate the Notice of Bulk Transfer, fees for same to be paid by City.
    j. Prepare specifications for the move and inventory of personal property, coordinating with acquisition agent to assure that there is no dispute with property owner, if the owner is not business owner.

k. Obtain minimum of two bids from movers that are suited to the type of business being relocated.
l. Monitor the actual move to replacement site and re-establishment activities, as necessary.
m. Determine eligibility of each business and the proposed amount of relocation benefits, including actual and reasonable moving payments, re-establishment payments or "in-lieu" payment and deliver Entitlement Letter.
n. Prepare all necessary claim forms, secure claimant's signature on claim forms, and submit claim forms to City for processing and payment. When checks are available personally deliver checks to displacee, whenever possible.
o. Maintain files on each displacee, provide City with monthly status report or as required and submit completed files to City when displacee has received final payment.
p. Provide project management services to coordinate and meet with City to discuss progress and schedule as needed.
q. Maintain detailed records of all services performed in hardcopy, original editable electronic format (Word, Excel, etc.) and in scanned (pdf) format, and provide such records to City upon completion of associated task. Such records shall be maintained in a fashion that they are readily accessible by City, and all pdf files shall be searchable. Records shall be adequate to conform to the auditing requirements of the funding agency for the project. Review and purge current City Real Property records in accordance with adopted records retention plan.

Acquisition Service:
Consultant shall provide all services necessary to perform right-of-way acquisition, acquire title to real property in the name of the City, preparation of condemnation case information and recording deeds. A minimum of two full time acquisition agents are required to complete the necessary acquisition throughout the acquisition phase of the project.

Develop and submit for City's approval all required forms to be used in the acquisition process. Consultant will develop for City approval a set of forms for consideration, comment, and use by the consultant. Review title search documents, right-of-way plans and legal descriptions in order to become familiar with the project and to verify that the information provided is accurate and consistent with approved appraisal reports. Provide supplemental title report updates and vesting documents, as requested and needed. Prepare agreements and present written offers of just compensation to property owners. Negotiate the acquisition of needed right-of-way parcels: prepare administrative settlements as necessary; open, coordinate, and monitor escrow activities through the close of escrow, sufficient to acquire title to real property in the of City, as applicable.

Prepare and maintain planning, budgeting, scheduling, tracking and reporting documents. These will include project acquisition files, documenting offers, negotiations and contact logs, relocation computation and payments, relocation files and all required notices.

Consultant shall complete the acquisition services within six (6) months or continue until all easements (roadway, temporary construction easements and right-of-entry) are fully

executed by an escrow company and are recorded with the Riverside County Recorder's office, whichever is later. Additional time shall be allowed on those acquisitions where eminent domain action is required.

C. GENERAL STATEMENT OF WORK

Consultant shall:

1. Working under the general direction of the City Project Manager, provide all services necessary to function as the City Right-of-Way agent for this project.
2. Working with the City's legal counsel with respect to the preparation and finalization of acquisition documents, all acquisition documents will be reviewed by the City's legal counsel and accepted by the City Attorney.
3. Obtain all Title Reports for all affected parcels. The design Consultant has obtained title reports for 23 parcels. Additional Title Reports may be required. The consultant shall assume a minimum of 6 additional Title Reports may be required.
4. Provide a prior right check on all Utilities in the project area.
5. Prepare decision to appraise letter, owner offer letter and summary statements in accordance with State/Federal/Caltrans guidelines, and in accordance with the City instructions.
6. Prepare lists of compensable items of fixtures and equipment.
7. Obtain and review fixture and equipment appraisals to determine compensable items and compare said items with fee appraisal to prevent valuation overlaps.
8. Prepare tenant offer letters in accordance with State/Federal/Caltrans guidelines, and in accordance with the City instructions.
9. Process bulk sale in accordance with State/Federal/Caltrans guidelines, and in accordance with the City instructions.
10. Process all documents necessary for right-of-way and Project in accordance with State/Federal/Caltrans requirements.
11. Personally negotiate, in their native language if requested, with the property owners and their tenants, businesses, for the purchase of the required property rights. The written offer to purchase will be presented to the appropriate owner and tenant, if applicable, to their representative(s) in person, when possible.
12. Prepare all acquisition documents (i.e. agreements, grant deeds, quitclaim deeds, assignment of leases, estoppel certificates, etc.) for the acquisition of both the fee interest and tenant(s)/lessee(s) interest, if applicable, including fixtures and equipment.
13. Provide due diligence services including but not limited to environmental assessments, building and structural assessments, hazardous materials surveys and demolition bids/estimates.
14. At such time that negotiations appear to be unsuccessful and eminent domain proceeding commence, consultant will provide all necessary relocation services, in order to expeditiously and professionally complete the project.
15. Prepare specialty reports, including valuation of Furniture, Fixtures and Equipment, Goodwill, Leasehold Interest, and/or Mineral Oil Rights.
16. Provide condemnations support including expert witness testimony.

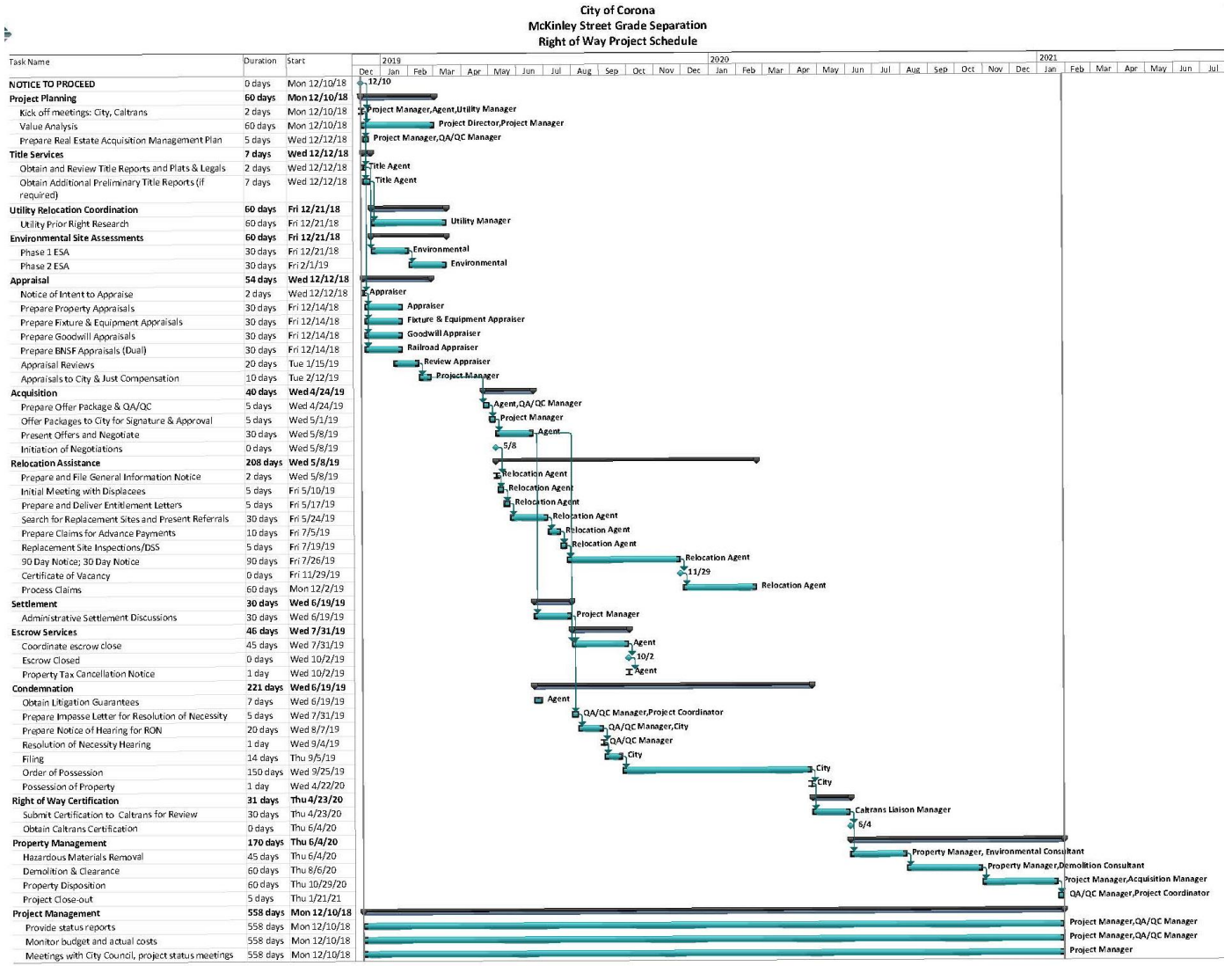
17. Maintain a file system acceptable to City and Caltrans that documents each acquisition which shall contain a diary of all pertinent information along with copies of all correspondence, agreements, and documents relating to the transaction.
18. Prepare property and/or site valuation estimates.
19. Provide general real estate and acquisition consulting.
20. On partial taking, Consultant shall review and analyze litigation guarantees, preliminary title reports to identify specific title exceptions (i.e. easements, oil rights, deed of trust, liens, judgements, etc.) that may have an adverse effect on intended use. Consultant's firm will also obtain necessary release document (i.e. re-conveyance, subordination agreement, release of lien, etc.) to satisfy all title issues before conveyance to the City.
21. Provide a written summary of the status of acquisition of each parcel on a monthly basis, with verbal reports to City staff on a more frequent basis as requested.
22. On request from City, Consultant will survey and solicit voluntary acquisition of properties in the project areas. The survey will include physical search as well as review of other relevant sales data.
23. Market surplus and non-economic remnant property for sale, as directed by the City.
24. Subcontract with various entities to provide necessary services as required by the City

The preparation of legals and plats are not a part of this contract. The City's design firm will perform right-of-way engineering, mapping, and field surveys required for this task, provide all legals and plats for right-of-way or construction easements.

Reproducible final copies of all final documents shall be supplied to the City upon completion of the project. The Consultant will be responsible for submitting electronic (PDF) and hard copies of the Appraisals.

All software applications or computer files generated for graphics, text, and/or pictorial will be supplied to the City in a format acceptable to the City. Use of software shall be on a system that is compatible with the City's applications or converted from a given application to a City application. All data, documents and other products used or developed during this project shall become the property of the City.

EXHIBIT "B"
SCHEDULE OF SERVICES



Task Name	Duration	Start
NOTICE TO PROCEED	0 days	Mon 12/10/18
Project Planning	**60 days**	**Mon 12/10/18**
Kick off meetings: City, Caltrans	2 days	Mon 12/10/18
Value Analysis	60 days	Mon 12/10/18
Prepare Real Estate Acquisition Management Plan	5 days	Wed 12/12/18
Title Services	**7 days**	**Wed 12/12/18**
Obtain and Review Title Reports and Plats & Legals	2 days	Wed 12/12/18
Obtain Additional Preliminary Title Reports (if required)	7 days	Wed 12/12/18
Utility Relocation Coordination	**60 days**	**Fri 12/21/18**
Utility Prior Right Research	60 days	Fri 12/21/18
Environmental Site Assessments	**60 days**	**Fri 12/21/18**
Phase 1 ESA	30 days	Fri 12/21/18
Phase 2 ESA	30 days	Fri 2/1/19
Appraisal	**54 days**	**Wed 12/12/18**
Notice of Intent to Appraise	2 days	Wed 12/12/18
Prepare Property Appraisals	30 days	Fri 12/14/18
Prepare Fixture & Equipment Appraisals	30 days	Fri 12/14/18
Prepare Goodwill Appraisals	30 days	Fri 12/14/18
Prepare BNSF Appraisals (Dual)	30 days	Fri 12/14/18
Appraisal Reviews	20 days	Tue 1/15/19
Appraisals to City & Just Compensation	10 days	Tue 2/12/19
Acquisition	**40 days**	**Wed 4/24/19**
Prepare Offer Package & QA/QC	5 days	Wed 4/24/19
Offer Packages to City for Signature & Approval	5 days	Wed 5/1/19
Present Offers and Negotiate	30 days	Wed 5/8/19
Initiation of Negotiations	0 days	Wed 5/8/19
Relocation Assistance	**208 days**	**Wed 5/8/19**
Prepare and File General Information Notice	2 days	Wed 5/8/19
Initial Meeting with Displacees	5 days	Fri 5/10/19
Prepare and Deliver Entitlement Letters	5 days	Fri 5/17/19
Search for Replacement Sites and Present Referrals	30 days	Fri 5/24/19
Prepare Claims for Advance Payments	10 days	Fri 7/5/19
Replacement Site Inspections/DSS	5 days	Fri 7/19/19
90 Day Notice; 30 Day Notice	90 days	Fri 7/26/19
Certificate of Vacancy	0 days	Fri 11/29/19
Process Claims	60 days	Mon 12/2/19
Settlement	**30 days**	**Wed 6/19/19**
Administrative Settlement Discussions	30 days	Wed 6/19/19
Escrow Services	**46 days**	**Wed 7/31/19**
Coordinate escrow close	45 days	Wed 7/31/19
Escrow Closed	0 days	Wed 10/2/19
Property Tax Cancellation Notice	1 day	Wed 10/2/19
Condemnation	**221 days**	**Wed 6/19/19**
Obtain Litigation Guarantees	7 days	Wed 6/19/19
Prepare Impasse Letter for Resolution of Necessity	5 days	Wed 7/31/19
Prepare Notice of Hearing for RON	20 days	Wed 8/7/19
Resolution of Necessity Hearing	1 day	Wed 9/4/19
Filing	14 days	Thu 9/5/19
Order of Possession	150 days	Wed 9/25/19
Possession of Property	1 day	Wed 4/22/20
Right of Way Certification	**31 days**	**Thu 4/23/20**
Submit Certification to Caltrans for Review	30 days	Thu 4/23/20
Obtain Caltrans Certification	0 days	Thu 6/4/20
Property Management	**170 days**	**Thu 6/4/20**
Hazardous Materials Removal	45 days	Thu 6/4/20
Demolition & Clearance	60 days	Thu 8/6/20
Property Disposition	60 days	Thu 10/29/20
Project Close-out	5 days	Thu 1/21/21
Project Management	**558 days**	**Mon 12/10/18**
Provide status reports	558 days	Mon 12/10/18
Monitor budget and actual costs	558 days	Mon 12/10/18
Meetings with City Council, project status meetings	558 days	Mon 12/10/18

EXHIBIT "C"
COMPENSATION

[FEE SCHEDULE BY TASK PROVIDED ON FOLLOWING PAGE]

Paragon Partners Ltd.

McKinley Street Grade Separation
Right of Way Appraisal and Acquisition Services
Fee Proposal

9/28/2018

	Project Director	Project Manager	Caltrans Liaison	QA/QC	Senior Title	Lead Acquisition Agent	Principal Acquisition Agent	Senior Acquisition Agent	Railroad Manager	Relocation Manager	Principal Relocation Agent	Senior Relocation Agent	Propery Manager	Property Management Agent	Project Coordinator	Subconsultants	Fees
	M. Mendoza	P. Bonina	Y. Henslee	A. Bentonte	B. Brown	G. Brown	T. Boyle	R. Quinlan	J. Lemont	G. Marquis	I. Diaz	L. Sandoval	Dan Akins	Jennifer Pryor	Thi Le		
	$195	$175	$150	$135	$115	$135	$115	$105	$150	$150	$115	$95	$135	$75	$75		
Project Management	120	220		80		100			24						120		$98,800.00
Value Analysis	60	80				30	40										$34,350.00
PDT meetings	110	160															$49,450.00
Obtain 6 title reports				12	12											$4,500	$7,500.00
Review Title Reports					42												$4,830.00
Update ROW Cost Estimates					100												$11,500.00
Utility prior right check		16														$26,250	$29,050.00
ESA- Phase I's		20				40										$57,200	$66,100.00
Appraisals	4	12		40		40										$184,500	$198,180.00
F&E Appraisals				40												$63,500	$68,900.00
Goodwill Appraisals				40												$121,000	$126,400.00
Appraisal Reviews				40											1	$81,250	$86,725.00
Document Prepartion (Purchase Sale Agreement, etc.)	4	16		24											40		$9,820.00
Acquisition Negotiations	24	80				280	280	280	80								$130,080.00
Relocation Assistance		40								180	400	310			80		$115,450.00
Escrow Coordination		40		80											170		$30,550.00
Obtain Litigation Guarantees		8		8	24										24	$9,000	$16,040.00
Condemnation Support	30	80		100													$33,350.00
ROW Certification		20	40	120													$25,700.00
Property Management	8	24											120	100			$29,460.00
Lead & Asbestos surveys and Demoliltion estimates		24											100			$13,000	$30,700.00
Market Surplus property (1 parcel)													80	40		$4,000	$17,800.00
Total	360	840	40	584	178	490	320	280	104	180	400	310	300	140	435	$564,200	$1,220,735
																	$1,220,735.00

Assumptions:

1.One full acquisition is anticipated.
2. 20 Parcels will require Partial Acquisition or Easements.
3. 16 Businesses will be permanently displaced.
4. A Relocation Plan will not be required since no residential tenants will be displaced and the commercial displacement is not deemed substantial.
5. Fees estimated for Utility prior rights check is based on 5 facilities . If more are required, we will provide a fee as requested by the City.
6. Expert Witness Testimony will be provided but fees will be provided on an hourly rate
7. Demolition and clearance fees cannot be provided at this time, and will be included in a separate cost proposal.
8. Fees for surplus land is based on 1 parcel. If additional parcels are required, we will provide a fee as requested by the City.
9. Phase I Environmental Site Assessment includes a 50 Year Chain of Title
9. Phase II ESA cannot be determined until Phase I's are completed. If Phase II's are required, we will provide a fee as requested by the City.
10. 10% Condemenation Anticipated (3 parcels)