



COUNTY OF SAN LUIS OBISPO  
**DEPARTMENT OF GENERAL SERVICES**

COUNTY GOVERNMENT CENTER • SAN LUIS OBISPO, CALIFORNIA 93408 • (805) 781-5200

DUANE P LEIB, DIRECTOR

**REQUEST FOR PROPOSAL PS- #970  
APPRAISAL SERVICES FOR WILLOW ROAD EXTENSION**

September 5, 2007

The County of San Luis Obispo is currently soliciting proposals for professional services for Appraisal Services for Willow Road Extension.

Each proposal shall specify each and every item as set forth in the attached specifications. Any and all exceptions must be clearly stated in the proposal. Failure to set forth any item in the specifications without taking exception, may be grounds for rejection. The County of San Luis Obispo reserves the right to reject all proposals and to waive any informalities.

If your firm is interested and qualified, please submit two [2] copies of your proposal by 5:00 p.m. on September 14, 2007 to:

County of San Luis Obispo  
Jack Markey, Central Services  
1087 Santa Rosa Street  
San Luis Obispo, CA 93408

If you have any questions about the proposal process, please contact me. For technical questions and information contact Timothy J. Smith, County Right of Way Agent at (805) 781-5290.

JACK MARKEY  
Supervising Buyer - Central Services Division  
jmarkey@co.slo.ca.us

**TO:            ALL PROSPECTIVE PROPOSERS**  
**SUBJECT:    LOCAL PROPOSERS PREFERENCE**

The County of San Luis Obispo has established a local vendor preference. All informal and formal Request for Proposals for contracts will be evaluated with a 5% preference for local vendors. Note the following exceptions:

1.     Those contracts which State Law or, other law or regulation precludes this local preference.
2.     Public works construction projects.

A "local" vendor will be approved as such when, 1) It conducts business in an office with a physical location within the County of San Luis Obispo; 2) It holds a valid business license issued by the County or a city within the County; and 3) Business has been conducted in such a manner for not less than six (6) months prior to being able to receive the preference.

As of March 3, 1994 individual County Buyers evaluate RFP's (Request For Proposals) considering the local vendor preference described above. The burden of proof will lie with proposers relative to verification of "local" vendor preference. Should any questions arise, please contact a buyer at (805) 781-5200. All prospective proposers are encouraged to quote the lowest prices at which you can furnish the items or services listed in County proposals.

	YES	NO
Do you claim local vendor preference?		
Do you conduct business in an office with a physical location within the County of San Luis Obispo?		
Business Address: _____ _____		
Years at this Address: _____		
Does your business hold a valid business license issued by the County or a City within the County?		
Name of Local Agency which issued license: _____		

Business Name: \_\_\_\_\_

Authorized Individual: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Dated: \_\_\_\_\_

**PROPOSAL SUBMITTAL AND SELECTION**

1. All proposals, consisting of two, (2) copies must be received by mail, recognized carrier, or hand delivered no later than 5:00 p.m. on September 14, 2007. Late proposals will not be considered.
2. All correspondence should be directed to:

San Luis Obispo County  
Department of General Services  
1087 Santa Rosa Street  
San Luis Obispo, CA 93408  
ATTENTION: Jack Markey  
Telephone: (805) 781-5200
3. Costs of preparation of proposals will be borne by the proposer.
4. It is preferred that all proposals be submitted on recycled paper, printed on two sides.
5. Selection of qualified proposers will be by an approved County procedure for awarding professional contracts.
6. This request does not constitute an offer of employment or to contract for services.
7. The County reserves the option to reject any or all proposals, wholly or in part, received by reason of this request.
8. The County reserves the option to retain all proposals, whether selected or rejected.
9. All proposals shall remain firm for sixty, (60) days following closing date for receipt of proposals.
10. The County reserves the right to award the contract to the firm who presents the proposal which in the judgment of the County, best accomplishes the desired results, and shall include, but not be limited to a consideration of the professional service fee.
11. Selection will be made on the basis of the proposals as submitted. The Selection Committee may deem it necessary to interview applicants. The County retains the right to interview applicants as part of the selection process.
12. The proceedings of the Selection Committee are confidential. Members of the Selection Committee are not to be contacted by the proposers.

## **PROPOSAL FORMAT**

A qualifying proposal must address all of the following points:

1. Project Title
2. Applicant or Firm Name
3. Firm Qualifications
  - a. Type of organization, size, professional registration and affiliations.
  - b. Names and qualifications of personnel to be assigned to this project.
  - c. Outline of recent projects completed that are directly related to this project. Consultant is required to demonstrate specific design and project expertise relating to the requirements of the Project Scope.
  - d. Qualifications of consultants, subcontractors, or joint venture firm, if appropriate.
  - e. Client references from recent related projects, including name, address and phone number of individual to contact for referral.
4. Understanding of and Approach to the Project
  - a. Summary of approach to be taken.
  - b. Description of the organization and staffing to be used for the project.
  - c. Indication of information and participation the proposer will require from County staff.
  - d. Indication of time frame necessary to complete the plan review once a Notice to Proceed is issued.
5. Fees
  - a. Propose total fixed fees to complete project as described under Project Scope.

**SCOPE OF WORK**

The County of San Luis Obispo Department of Public Works is requesting proposals for appraisal services relative to the County Willow Road Phase 1 Project, between Pomeroy Road and Hetrick. A copy of the project map is attached. It includes 20 partial takes.

The scope of work shall be in compliance with the Caltrans appraisal standards. This includes invitation to accompany property owners, narrative form report, sales exhibits and verification, analysis and summary. In addition, estimate for eminent domain services (pre-trial and testimony) should be included in the proposal. Term of the appraisal phase is critical, six weeks from the award of the contract; two copies of the completed report; insurance provisions and related contract compliance as shown on attached contract sample.

**AGREEMENT FOR APPRAISAL SERVICES**

This agreement, made this \_\_\_\_\_ day of \_\_\_\_\_, 2006 , by and between the County of San Luis Obispo, hereinafter called "County", and \_\_\_\_\_, hereinafter called "Appraiser";

**WITNESSETH:**

**WHEREAS**, County has need of appraisal services in connection with the acquisition of land for the Willow Road Extension Phase 1 Project; and

**WHEREAS**, Appraiser are willing to provide further specified appraisal services for this project under terms and conditions acceptable to County;

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

1. County hereby engages Appraiser and Appraiser agrees to perform the appraisal services specified herein in connection with the acquisition of land for the Willow Road Extension Phase 1 Project.

2. Appraiser shall appraise such real property, and interests therein, as required by County to be appraised in connection with the acquisition of lands for the Willow Road Extension Phase 1 Project. Said appraisals shall be made in accordance with accepted appraisal practices and procedures.

3. Appraiser shall prepare an updated appraisal report for each parcel of real estate required by the County to be appraised for said project including statistical, and graphic data, supporting their opinion of:

- (a) The fair market value of said real property; and
- (b) The severance damages to any remaining property; and
- (c) The special benefits, if any, to the remaining property.

Said report must contain a summary of the Appraiser's investigations, opinions, reasons, and supporting data in sufficient detail and with sufficient clarity to be useable by an attorney in a condemnation trial.

4. The completed appraisal report is to be delivered to Noel King, Director of Public Works, on or before January 1, 2008. The date of delivery may not be extended without the written authorization of the County Director of Public Works. Appraiser will be paid a fee of up to \$XXXX upon delivery and acceptance of the completed report.

5. Upon the specific request of the Director of Public Works, Appraiser agrees to provide advice and consultation services at appraisal conferences and at pre-trial conferences not directly connected with the preparation of said appraisal report at the rate of \$XXXX per hour for time actually spend in said conferences. Additionally, and subject to the

provisions of paragraph 11, Appraiser will appear in Court as expert witnesses in any litigation involving any of the properties appraised by Appraiser. Appraiser will be paid \$ XXXX per hour for actual time spent for said court appearances and for the preparation, if required by County, of any additional appraisal reports required for the trial or settlement of any litigation involving this project.

6. Amounts due Appraiser under the provisions of paragraph 5 hereof shall be paid to Appraiser monthly upon submission of proper invoices by Appraiser.

Appraiser understands and agrees that the total payment for all services rendered pursuant to this Agreement shall not exceed the sum of \$XXXX.

7. Appraiser agreed that all reports and conclusions of value are for the confidential information of the County and its attorneys and that the Appraiser will not disclose their conclusions, in whole or in part, to any person whatsoever, other than as provided in the agreement.

8. Title and ownership of all documents, notes and data made, accumulated, compiled by or for Appraiser shall be and remain the property of the County, none of which may be used in any manner whatsoever by any person, firm or corporation without the express consent of the County in writing.

9. County shall furnish Appraiser the following items for said project:

- (a) Parcel maps for each property or interest therein to be appraised, including areas of take and areas of remainder.
- (b) Construction details for the entire project, including physical changes and other work incidental to the project.

In addition, County shall furnish all engineering assistance and legal assistance required by Appraiser in the performance of the appraisal services rendered pursuant to this agreement.

10. Appraiser shall perform the work hereunder as independent contractors and under no circumstance or condition shall Appraiser or any agent, representative, or employee of Appraiser be considered as an employee or agent of the County. Nothing in this agreement is intended to create an employer-employee relationship, a joint venture relationship, or to allow the County to exercise discretion or control over the professional manner in which Appraiser perform the services which are the subject of this agreement.

11. Appraiser agrees that all work to be performed under this agreement shall be performed under the direction and control of \_\_\_\_\_. Said \_\_\_\_\_, will appear in court as an expert appraisal witness in any litigation involving any of the properties appraised by Appraiser. Appraiser will not substitute another appraiser in place of \_\_\_\_\_, without the prior written consent of County. Additionally, County reserves the right to call for advice from any Appraiser's personnel at any time such advice is deemed by the County to be necessary.

12. This agreement shall not be assigned or transferred in whole or in part without the prior written consent of the other party.

13. Appraiser shall maintain in full force and effect, for the period covered by this agreement comprehensive general and vehicle liability insurance. This comprehensive general and vehicle liability insurance shall include, but not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property, resulting from any act or occurrence arising out of Appraiser operations in the performance of this agreement, including, without limitation, acts involving vehicles. The amounts of insurance shall be not less than the following: single limit coverage applying to bodily and personal injury, including death resulting therefrom, and property damage, in the total amount of \$XXXX.

Appraiser shall either (1) require each of their subcontractors to procure and to maintain during the life of this subcontract, subcontractor's general and vehicle liability insurance of the type and in the same amounts as specified in the preceding paragraph, or (2) insure the activities of his subcontractors in his own policy.

The following endorsements must be attached to the policy:

- (a) If the insurance policy covers on an "accident basis" it must be changed to "occurrence".
- (b) The policy must cover personal injury as well as bodily injury.
- (c) The policy must name the County, its officers and employees as additional insureds under the policy, and the policy shall provide that the insurance will operate as primary insurance and that no other insurance effected by the County will be called upon to contribute to a loss covered by said policy.
- (d) Contractual liability coverage either on a blanket basis or by identifying this agreement within a contractual liability endorsement.
- (e) "Cross Liability" ("Severability of Interests Endorsement") such that each insured is covered as if separate policies had been issued to each insured.

At the time of execution of this agreement, Appraiser shall submit to County certificates of insurance evidencing that Appraiser has such insurance and that such insurance names the County as an additional insured. Said certificates shall state that the policy shall not be cancelled or reduced in coverage without thirty (30) days written notice to County, and in addition, said certificates shall show the type, amount, class of operations covered, effective dates, the date of expiration of the insurance policy, and that the policy contains the endorsements set forth above. In addition, County reserves the right to demand, at any time, copies of any or all of Appraiser insurance policies. Appraiser agrees to deliver said policies to County within five days after Appraiser's receipt of County's demand for same.

If Appraiser fails or refuses to procure or to maintain the insurance required by this Agreement, or fail or refuse to furnish, within the time limits specified above, the required certificates of insurance, or the insurance policies, if demanded, County shall have the right to forthwith terminate this Agreement.

**14.** Appraiser shall defend, indemnify, and save harmless the County of San Luis Obispo, its officers, agents, and employees, from any and all claims, demands, damages, costs, expenses, judgments or liability arising out of this agreement, or occasioned by the performance or attempted performance of the provisions hereof, including but not limited to, any act on the part of the Appraiser or their agents or employees or independent contractors directly responsible to them; except that the above shall not apply to the sole negligence or willful misconduct of the County or the County's agents, servants or other independent contractors who are directly responsible to County.

**15.** This agreement shall become effective on the day and year first above written, and shall remain in force until completion of all work described under this agreement.

**16.** Notwithstanding any other provision of this Agreement, County shall have the absolute right at any time to suspend or terminate this Agreement, or any work or portion thereof to be performed pursuant to this Agreement, upon giving 10 days written notice of such suspension or termination to Appraiser. In the event of termination or suspension, Appraiser shall cease all work under this Agreement immediately upon receipt of notice of termination or suspension.

In the event of termination of this Agreement by County in the absence of default of Appraiser, County shall pay Appraiser the reasonable value of the services determined by the County Public Works Director to have been satisfactorily accomplished by Appraiser up to the date of such termination, less the aggregate of all sums previously paid to Appraiser for services accomplished after execution of this Agreement and prior to its termination; provided, however, that in no event shall Appraiser be entitled to receive more than the total sum provided in paragraph 6 of this Agreement. Appraiser hereby expressly waives any and all claims for damage for compensation arising under this Agreement, except as set forth in this paragraph 16, in the event of such termination.

In the event of termination of this Agreement and upon demand of County, Appraiser shall deliver to County all documents, notes and data made, accumulated, or compiled by or for Appraiser in the performance of this Agreement, and the ownership of all such documents, notes and data shall be vested in the County.

**17.** Appraiser warrants and represents that they have no interest, present or contemplated, in the property or properties affected by this agreement. Appraiser further warrants and represents by the execution of this agreement, that no person or selling agency has been employed or retained to solicit or secure this agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingency.

**18.** Appraiser shall maintain and retain for examination and audit all books, papers, accounting records, and other documents pertaining to the cost and performance of this Agreement. Appraiser shall make such books, records and documents available to the State Auditor General, the State, the County, and/or their duly authorized representatives, during the term, and for the period of three years after the date of final payment under this contract. (Government Code Section 10532.)

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the day and year first above written.

APPRAISER

By: \_\_\_\_\_

COUNTY OF SAN LUIS OBISPO  
Duane P. Leib  
General Services Director

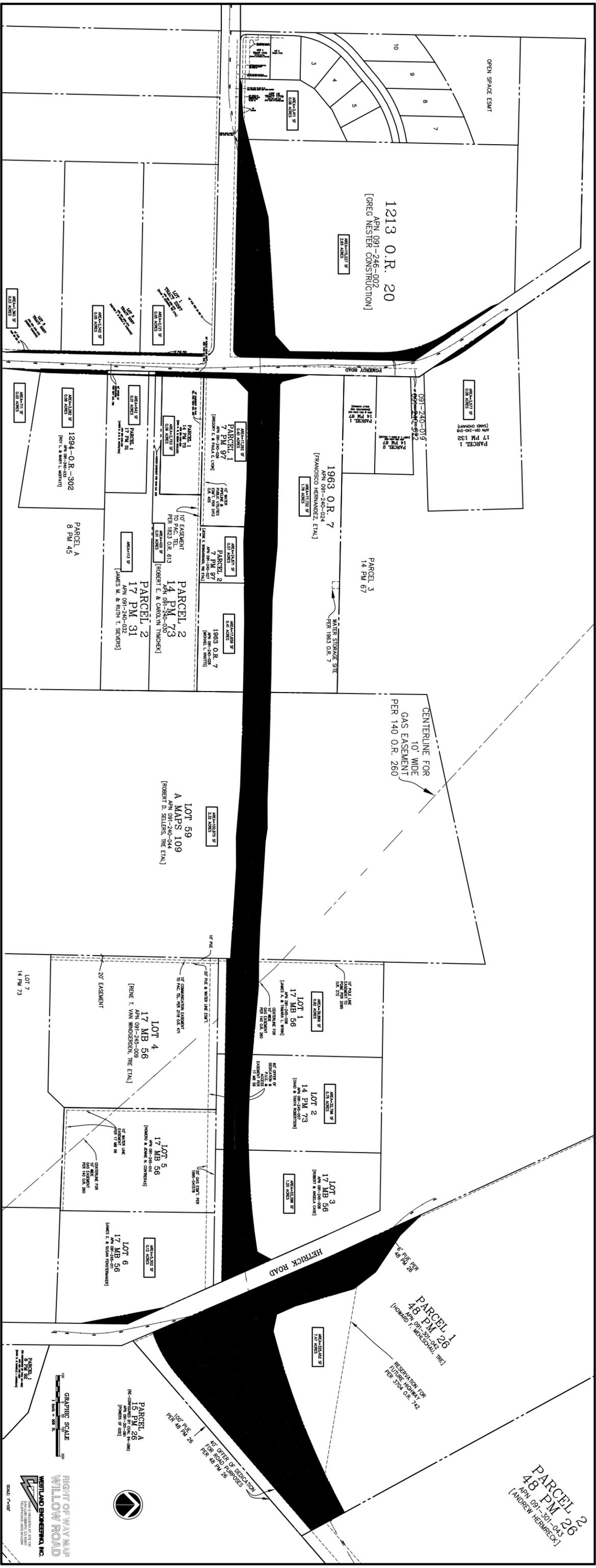
By: \_\_\_\_\_  
Central Services Manager

APPROVED AS TO FORM AND LEGAL EFFECT:

JAMES B. LINDHOLM, JR.  
County Counsel

By: \_\_\_\_\_  
Deputy County Counsel

Dated: \_\_\_\_\_



1213 O.R. 20  
APN 091-246-002  
[GREG NESTER CONSTRUCTION]

PARCEL 1  
17 PM 192  
[MRS. SHARON MANNING]

1963 O.R. 7  
APN 091-246-024  
[FRANCISCO HERNANDEZ, ETAL]

PARCEL 3  
14 PM 67

CENTERLINE FOR  
10' WIDE  
GAS EASEMENT  
PER 140 O.R. 260

LOT 59  
A MAPS 109  
APN 091-246-044  
[ROBERT D. SELLERS, THE ETAL]

LOT 1  
17 MB 56  
[JAMES W. & CAROLYN T. WOOD]

LOT 2  
14 PM 73  
[DAN & TINA BERTHSON]

LOT 3  
17 MB 56  
[ROBERT & ANNEA WALK]

LOT 4  
17 MB 56  
[RINE T. VAN WINDEREND, THE ETAL]

LOT 5  
17 MB 56  
[JAMES & ANNE W. COMBES]

LOT 6  
17 MB 56  
[JAMES E. & STEVEN FENSTERMAKER]

PARCEL 1  
46 PM 26  
[HOWARD F. WELSSANG, TRU]

RESERVATION FOR  
PLUMB HIGHWAY 142  
PER 3704 O.R. 142

PARCEL 26  
46 PM 26  
[ANDREW HERWICK]

RIGHT OF WAY MAP  
WILLOW ROAD  
WESTLAND ENGINEERING, INC.  
SCALE: 1"=100'



GRAPHIC SCALE  
1" = 100'

40' OFFER OF DEDICATION  
FOR 140' WIDE  
PER 140 O.R. 26