

## Scope of Services

1. The work to be performed by the Consultants under this Agreement includes professional services for various County Public Works Projects, including but not limited to, full service real property appraisal and appraisal reviews required for the Project(s). The project(s) may include but are not limited to, road reconstruction, road widening, bridge replacement, bridge rehabilitation, bike paths, traffic signal design, traffic calming, water and wastewater treatment plants as well as design for remodeling, demolition and alteration of existing buildings and new building construction.
2. The services that may be furnished by the Consultant under this Agreement are for all or a portion of the services the Consultant is allowed to provide within the pertinent professional discipline limits, as defined in the applicable California State License Law, for various Projects on an as needed basis.
3. The Consultant agrees to provide the professional services that are necessary for each Project when expressly authorized in writing by the Contract Administrator. Such work by the Consultant shall not begin until the Consultant has received a written Notice to Proceed (NTP) or Task Order from the Contract Administrator authorizing the necessary service, agreed upon fee, and scope of work.
4. The Consultant's personnel shall typically be assigned to and remain on specific Department projects/deliverables until completion and acceptance of the project/deliverables by the Department. Personnel assigned by the Consultant shall be available at the start of a Task Order and after acceptance of the project/deliverable by the Department.
5. After the Contract Administrator's approval of the Consultant's personnel proposal and finalization of a Task Order, the Consultant may not add or substitute personnel without the Contract Administrator's prior written approval.
6. The Consultant shall submit proposals in response to Task Orders issued by the Contract Administrator on a project-by-project basis. The Consultant's proposal at a minimum shall include, but not be limited to, staff qualifications, proposed method and schedule for completing the task(s), completed federal forms and a sealed cost proposal. The Consultant agrees that each professional or other individual performing work on any such Project(s) shall be adequately trained to perform the work and shall possess the proper license, certification or registration as required by law or by accepted standards of the applicable profession. The Consultant agrees to provide the professional services that are necessary to complete the following tasks when expressly authorized in writing by the Contract Administrator:
7. **Real Property Appraisal Services:** Upon being assigned to provide appraisal services for Project, the Consultant shall:
  - a. Shall submit a price quote in response to task orders issued by the Contract Administrator on a project-by-project basis to the Project Administrator. For routine Project(s), all Appraiser(s) listed on Appendix "A" will be issued a task order and will have five (5) working days to submit a price quote and schedule for completion for the requested work. Those Appraiser(s) that submit a price quote and schedule for completion shall include a quote for the preparation of narrative appraisal reports and a per hour quote for pretrial conferences, depositions, court appearances, updating appraisals and all other necessary activities required for an Eminent Domain action. The Appraiser with the price quote and submittal schedule that best meets the requirements of each Project will be selected.

- b. Depending on the exact nature of the Project(s), the Appraiser(s) may be asked by the Project Administrator to describe special experience they may possess and/or their ability to meet the Project(s) deadlines prior to issuing a task order. Under such circumstances, a task order will only be issued by the Contract Administrator to the Appraiser(s) most qualified to provide the appraisal services required for the Project(s). The Appraiser with the qualifications, price quote and submittal schedule that best meets the requirements of each Project will be selected.
- c. The Appraiser agrees to provide the professional services that are necessary to complete the following tasks when expressly authorized in writing by the Contract Administrator.
- d. Narrative Appraisal Report: Upon receiving written authorization to proceed from the Contract Administrator, the Appraiser will conduct the appraisal(s) and furnish a complete narrative appraisal report in an electronic copy in Portable Document Format (PDF) emailed to the Project Administrator for the agreed upon parcel(s) within the time frame stated in the authorization to proceed. The Appraiser shall provide the Project Administrator with a narrative type of appraisal for the parcel(s), containing information included in Appendix A, "Appraisal Requirements for Fresno County Appraisals," attached hereto and made a part hereof.
  - (1) If requested by the Contract Administrator, the Appraiser shall provide minor updates and revisions to the provided pursuant to the Agreement at no cost to the County. Extensive updates and revisions shall be provided at the request of County and shall be compensated at the rate set forth in the bid.
  - (2) Pursuant to Government Code, Section 7267.1(b), the property owner, or his/her designated representative must be offered the opportunity to accompany the appraiser during his/her inspection of the property. The Appraiser shall comply with this requirement and include a statement in the appraisal that on a certain date the owner or his/her designated representative was given this opportunity and he/she either accepted or declined. The Appraiser shall indicate the date on which the property was inspected and if the owner or his/her representative was present.
  - (3) The Appraiser shall review the construction drawings to determine how the proposed grade, drainage, access, etc., affects the remaining property. The Appraiser shall initiate the request by contacting the Contract Administrator in writing.
  - (4) The Appraiser warrants that if he/she has any interest, present or contemplated, in any property affected by the Agreement, the APPRAISER will notify the Contract Administrator and will withdraw his/her bid for that Project(s).
  - (5) The Appraiser agrees that his/her report and conclusions are for the confidential information of the County in connection with any property acquisition or condemnation action(s) involving the properties which are the subject of the appraisal report and that he/she will not disclose his/her conclusions in whole or in part to any person whatsoever other than as provided in the Agreement. The Appraiser further agrees that his/her report, conclusions, and other work, whether completed or partially completed, are the sole property of the County.
  - (6) Written consent is hereby given to the County, at its sole option, to disseminate to the public through the news media, or any other public means of communication, the contents or valuation conclusion of the appraisal report prepared hereunder.
  - (7) The appraisals will be used to make initial offers to property owners and others having an interest in the real estate as required by the Uniform Relocation Assistance and Real Property Acquisition Act.

- e. Trial Preparation: Upon notice from the Project Administrator that an Eminent Domain action has been filed on property appraised, the Appraiser shall provide and be compensated for all necessary assistance in litigating such action including, but not limited to, pretrial conferences, depositions, court appearances and updating of appraisals.
8. **Real Property Appraisal Review Services:** Upon being assigned to provide appraisal services for Project, the Consultant shall:
- a.
9. All work must follow the requirements of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970, as amended (42 U.S.C. § 4601, et seq.), which was adopted to ensure the fair compensation and assistance to property and business owners when property is acquired for public use.

## **Requirements for Fresno County Appraisals**

(Includes F.H.W.A. and H.U.D. Appraisal Requirements)

The appraisal shall include, but not be limited to, the following:

1. Purpose of Appraisal:
  - A. Statement of assumptions and limiting conditions
  - B. Value to be estimated.
  - C. Rights or interest to be appraised.
  - D. Date of value
2. Owner contacted:
  - A. Owner or his representative given opportunity to accompany the appraiser - person and date contacted.
  - B. An unconfirmed letter is not acceptable, some form of acknowledgement from owner is needed.
3. Five-year Delineation of Title:

All sales of subject property in last five years shall be noted. If no sale has occurred, a statement to that effect shall suffice.
4. Description of Property:
  - A. Location, present use, total area, zoning, special features, statement of known and observed encumbrances, identification - condition of improvements (leased, amount, length, name of lessee, etc.) similar description for remainder where applicable.
  - B. Personally inspected - date.
5. Highest and Best Use:

Stated and justified if different from present use. Similar information for remainder where applicable.
6. Photographs of Subject Property:

Identify principal improvements and unusual features.
7. Cost Approach:
  - A. If not applicable - reason why not.
  - B. Cost data source.
  - C. All depreciation - reasoning.
8. Market Approach:
  - A. If not applicable - reason why not.
  - B. Direct comparison of sales to subject.

C. Adjustment - analysis and reasoning.

9. Income Approach:

If not applicable - reason why not (income, expenses, interest and capital rates, estimated economic life, difference in economic rent and contract rent supported).

10. Comparable Sales:

A. In Appraisal or referenced: date; type of improvement; consideration - amount paid.

B. Financing; zoning, verified and source, location, Seller and Buyer, total area.

C. Conditions of sale.

D. Highest and Best Use at time of sale.

E. Sale personally inspected - date.

F. Photographs; identified and includes principal improvements and unusual features.

G. Map showing location of sale - APN map with picture attached - ok.

H. Schedule of sales - grouped by size and zoning use - oldest first. (Can be with exhibits.)

11. Benefits and Compensable Damages Considered in Accordance with State and Federal Laws:

12. Correlation and Conclusion of Value:

A. Correlation of the separate indications of value derived of each approach when more than one approach is used.

B. Reasonable explanation for final conclusion of value.

13. Value Conclusion Allocated:

A. Value of property to be acquired.

B. Damages to remainder.

14. Subject Property and Comparable Sales Personally Inspected.

15. Appraisals Must be Signed.

16. Affidavit of Non-Interest Must be Acceptable.

17. Exhibits Addenda

Descriptive materials - area, maps, charges, plans, etc.

18. Specialty Items (if applicable):

A. Legal Opinion.

B. Contractor's Bids.

C. Inspection Report, etc.

19. R.A.P. Information (if building is being acquired):

- A. Number of tenants.
  - B. Owners.
  - C. Value of residence and lot (if on farmland).
  - D. Lease/rent payment or economic rent if owner occupied.
20. Date they moved in or bought property.