

THE BOARD OF SUPERVISORS OF THE COUNTY OF
STANISLAUSBOARD ACTION SUMMARY

DEPT: Public Works

BOARD AGENDA:6.C.4
AGENDA DATE: August 31, 2021

SUBJECT:

Approval to Award a Contract for Legal Services to Nossaman, LLP for Legal Support Services Associated with the North County Corridor Project – Phase 1

BOARD ACTION AS FOLLOWS:

RESOLUTION NO. 2021-0412

On motion of Supervisor Grewal----- Seconded by Supervisor B. Condit-----
and approved by the following vote,

Ayes: Supervisors: B. Condit, Withrow, Grewal, C. Condit, and Chairman Chiesa-----

Noes: Supervisors: None-----

Excused or Absent: Supervisors: None-----

Abstaining: Supervisor: None-----

- 1) Approved as recommended
- 2) Denied
- 3) Approved as amended
- 4) Other:

MOTION:

ATTEST: Kelly Rodriguez
KELLY RODRIGUEZ, Assistant Clerk of the Board of Supervisors

File No.

**THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
AGENDA ITEM**

DEPT: Public Works

BOARD AGENDA:6.C.4
AGENDA DATE: August 31, 2021

CONSENT:

CEO CONCURRENCE: YES

4/5 Vote Required: No

SUBJECT:

Approval to Award a Contract for Legal Services to Nossaman, LLP for Legal Support Services Associated with the North County Corridor Project – Phase 1

STAFF RECOMMENDATION:

1. Award a contract for legal services to Nossaman, LLP for legal support services associated with the North County Corridor Project Phase 1.
2. Authorize the Chief Executive Officer to execute a contract with Nossaman, LLP in the amount of \$871,250.
3. Authorize the Director of Public Works to take any appropriate action necessary to carry out the purpose and intent of these recommendations and to sign necessary documents, including any amendments to the agreement not to exceed 10% for a total of \$958,500.

DISCUSSION:

The North County Corridor (NCC) Project proposes to be a high-capacity expressway that will bypass around the cities of Modesto, Riverbank, and Oakdale connecting the eastern portion of the County to State Route 99. The 18-mile NCC expressway project will build a west-east expressway that will improve regional network circulation, relieve existing traffic congestion, reduce traffic delay, accommodate future traffic, benefit commerce, and enhance safety.

The North County Corridor Phase 1 received a grant from the U.S. Department of Transportation for a segment of the NCC Project in the amount of \$20 Million under the - Better Utilizing Investments to Leverage Development (BUILD) program. The BUILD grant segment is a three-mile portion beginning at the SR-219/Claribel Road and Oakdale Road intersection. The North County Corridor Phase 1 also received a grant from the State Trade Corridor Enhancement Program (TCEP) in the amount of \$20 Million.

The project will follow a parallel alignment of Claribel Road, constructing grade separations over Roselle Avenue, Terminal Avenue, and the Burlington Northern Santa Fe (BNSF) Railroad tracks, extending eastward to the intersection of Claribel Road and Claus Road. The proposed project will provide a four-lane access-controlled facility with

a median. The expressway will be accessed at key locations served by new frontage roads.

The Final Environmental Document for this project has been approved and the design has progressed to a level of detail to precisely determine the right-of-way needs for the first phase project. There are a total of 59 parcels affected and 13 of them will likely require full acquisition.

The estimated schedule for the project is as follows:

- Planned Completion of Final Design: Fall 2022
- Planned Construction Start Date: Summer 2023
- Planned Construction Completion and Open to Traffic Date: Fall 2025

The scope of legal support services includes:

- Pre-acquisition General Advisory Services for all parcels
- Negotiating and Documenting Acquisitions
- Parcels to Resolution of Necessity
- File Complaint and Commence Litigation
- Discovery, Exchange, Mediation
- Legal Issues Motion
- Trial Prep, Motions in Limine, Legal Issues/Valuation Trial
- Judgment and Post Judgment Pleadings

On March 31, 2021, requests for proposal were issued to the law firms of:

1. BB&K, Attorney at Law
2. Meyers/Nave
3. Nossaman, LLP
4. Wendel/Rosen, LLP

Proposals were received from the above firms and evaluated based on qualifications only. Along with the proposal, the consultant fees were submitted in a separate sealed envelope and were not part of the evaluation process.

The proposals were evaluated based on the following evaluation criteria:

- Technical competence and expertise of team as demonstrated by the responder's expressed project approach and understanding
- Project Team - expertise, capabilities, available resources, and technical competence as demonstrated by the team's background and experience with similar work, ability and experience in handling projects with similar constraints, availability
- Relevant project experience (last 5 years)
- Quality assurance
- Detail scope of work

- Reasonableness of resources provided
- Schedule

Public Works and County Counsel staff reviewed, evaluated, and ranked the consultants based on the above criteria. Nossaman, LLP was selected as the most qualified consultant based on the results of the evaluation criteria.

Public Works staff clarified the scope and negotiated the fee and recommends awarding a contract in the amount of \$871,250 to Nossaman, LLP of Los Angeles, California.

POLICY ISSUE:

Government Code section 23005 and 25502.5 requires Board of Supervisors' approval of contracts that exceed \$200,000.

FISCAL IMPACT:

The total project cost of the North County Corridor Phase 1 Improvements – Oakdale Road to Claus Road is estimated at approximately \$163 million and is funded through a combination of Measure L, US DOT BUILD Grant, SB-1 – TCEP Grant, funds, County Public Facilities Fees (PFF), and anticipated funds from State Transportation Improvement Program (STIP), Section 190 Grade Separation Funds and Transportation Infrastructure Finance and Innovation Act (TIFIA).

Costs associated to assure timely and cost-efficient delivery of this consultant contract, including County staff time to manage the contract, will be approximately \$975,875 (contract: \$871,250; contingencies: \$87,125; and staff time: \$17,500). \$568,155 (58.22%) of these costs are eligible for reimbursement through BUILD Grant. The remaining \$407,720 (41.78%) will be covered by Public Facilities Fees. Funding is included in the Fiscal Year 2021-2022 Public Works budget.

BOARD OF SUPERVISORS' PRIORITY:

The recommended actions are consistent with the Boards' priority of Delivering *Efficient Public Services and Community Infrastructure* by providing a safe and well-maintained roadway system.

STAFFING IMPACT:

Existing Public Works and County Counsel staff is overseeing this project.

CONTACT PERSON:

David A. Leamon, Public Works Director

Telephone: (209) 525-4151

ATTACHMENT(S):

1. Legal Services Agreement - Nossaman LLP

LEGAL SERVICES AGREEMENT

This Legal Services Agreement is made and entered into by and between the County of Stanislaus ("County") and Nossaman, LLP ("Attorney") on _____ (the Agreement).

Recitals

Whereas, the County has a need for legal services reasonably required to represent and advise the County of Stanislaus in connection with litigated matters; and

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

Whereas, Business and Professions Code section 6148(a) provides, among other things, that where it is foreseeable that the total expense to a County will exceed \$1,000, an agreement for legal services must be in writing and contain (1) the applicable hourly rate and other standard rates, fees and charges, (2) the general nature of the legal services to be provided, (3) the respective responsibilities of the Attorney and the County, and (4) a statement disclosing whether the Attorney maintains errors and omissions insurance applicable to the services to be rendered; and

Whereas, the total expenses to the County may exceed \$1,000;

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

Terms and Conditions

1. Scope of Work

1.1 The Attorney shall provide legal services, advice and representation requested by County and accepted by Attorney.

1.2 Services and work provided by the Attorney at the County's request under this Agreement will be performed in a timely manner consistent with the requirements and standards established by applicable federal, state and local laws, ordinances, regulations and resolutions. The Attorney may provide the County with an opinion about the possible result or outcome of a legal matter, but the Attorney makes no promises, guarantees or representations regarding the outcome of any matter as to which the Attorney will provide legal services, advice or counsel to the County.

1.3 The Attorney shall provide sufficient staff to carry out the legal services provided under this Agreement. If the Attorney deems it appropriate to employ a consultant, expert or investigator in connection with the performance of the services under this Agreement, the Attorney will so advise the County and seek the County's prior approval of such employment. Any consultant, expert or investigator employed by the Attorney will be the agent of the Attorney, not the County.

1.4 Attorney is obligated to perform in a timely manner those services and work under this Agreement. It is understood by Attorney that the performance of these services and work will require a varied schedule with the hours and times for completion of said services to be set by Attorney; provided, however, that such schedule is subject to review by and concurrence of the County.

2. Consideration

2.1 The Attorney shall be compensated on a time and materials basis, based on the hours worked by the Attorney, multiplied by the current blended hourly rate charged by the Attorney as set forth in the Schedule of Rates hereto; provided, however, the Attorney will provide the County 30-day notice before any change in the rate schedule takes effect. In addition to the aforementioned fees, Attorney will be reimbursed for the following expenses that are reasonable, necessary and actually incurred by the Attorney in connection with the services:

- (a) Fees or charges of any kind paid or advanced by the Attorney, including, but not limited to costs of service and filing of pleadings, filing fees, other charges assessed by courts and other public agencies, court reporter fees, jury fees, witness fees, service fees, messenger and delivery fees.
- (b) The cost of any subcontractors, consultants, experts or investigators retained by Attorney pursuant to Paragraph 16 of the Agreement.
- (c) Expenses, fees or charges for printing, reproduction or binding of documents at actual costs.
- (d) Postage.
- (e) Travel expenses, including transportation, lodging and meals, parking, and mileage, per Stanislaus County Travel Policy
- (f) Any other reasonable out of pocket expenses incurred by the Attorney.

2.2 The parties hereto acknowledge the maximum cumulative amount to be paid by the County for services, including, without limitation, the cost of any subcontractors, consultants, experts or investigators retained by Attorney pursuant to Paragraph 16 of the Agreement, shall not exceed the total approved initial budget projection for all cases assigned or an updated amount as agreed to during the semi-annual file reviews, or as otherwise approved by the County.

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

2.4 Except as otherwise expressly provided in this Agreement or any amendment to this Agreement, Attorney shall not be entitled to nor receive from the County any additional consideration, compensation, salary, wages or other type of remuneration for services rendered

under this Agreement. Specifically, Attorney shall not be entitled by virtue of this Agreement to consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays or other paid leaves of absence of any type or kind whatsoever.

2.5 The County will not withhold any Federal or State income taxes or Social Security tax from any payments made by the County to Attorney under the terms and conditions of this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Attorney. The County has no responsibility or liability for payment of Attorney's taxes or assessments.

3. Term

3.1 The term of this Agreement shall commence on the date of this Agreement and continue through June 30, 2025 or until terminated as provided in this Agreement.

3.2 This Agreement shall terminate automatically on the occurrence of (a) bankruptcy or insolvency of either party, (b) death or incapacity of the Attorney, or (c) sale of Attorney's business or practice.

3.3 This Agreement may be terminated at any time by either party hereto upon the terminating party's giving ten (10) days written notice of such termination to the other party; provided, however, that the County shall not terminate this Agreement as to then pending proceedings without first notifying the Attorney of its intention nor until Attorney has had a reasonable opportunity to withdraw as counsel of record in all such then pending matters. In the event of termination by the Attorney, the County shall be given sufficient notice to enable it to obtain the services of other counsel, and Attorney shall take appropriate steps to continue legal services to the County as required to protect its interests until the services of other counsel are obtained. Upon termination or Attorney's withdrawal as counsel pursuant to the provisions of this paragraph, Attorney shall receive final payment for all services rendered and costs incurred upon presentation of final statements to the County. Both parties shall sign any documents necessary to complete Attorney's discharge or withdrawal.

4. Continuing Duty of Representation

This Agreement is drafted with a term to coincide with the annual appropriations cycle of County government. In the event that the services contemplated by this Agreement are not completed by June 30, 2025, the parties agree to execute a new agreement at that time to embrace the services remaining to be performed on the same terms and conditions as set forth herein, except that the new hourly rates may be negotiated by the parties.

5. Required Licenses, Certificates and Permits

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

6. Office Space, Supplies, Equipment, Etc.

Attorney shall provide such office space, supplies, equipment, vehicles, reference materials and telephone service as is reasonably necessary for Attorney to provide the services under this Agreement. The County is not obligated to reimburse or pay Attorney for any expense or cost incurred by Attorney in procuring or maintaining such items. Responsibility for the costs and expenses incurred by Attorney in providing and maintaining such items is the sole responsibility and obligation of Attorney.

7. Insurance

7.1 Attorney shall obtain, and maintain at all times during the term of this Agreement, insurance coverage in the amounts and coverage specified in the attached "Exhibit B."

8. Defense and Indemnification

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

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

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

9. Status of Attorney

9.1 All acts of Attorney and its employees, agents, representatives, subcontractors and all others acting on behalf of Attorney relating to the performance of this Agreement, shall be performed as independent contractors and not as agents, officers or employees of the County. Attorney, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of the County, except as to legal or procedural matters in relation to the matters for which attorney is retained. Except as expressly provided in this Agreement or other written authorization, Attorney has no authority or responsibility to exercise any rights or power vested in the County. No agent, officer or employee of the County is to be considered an employee of Attorney. It is understood by both Attorney and County that this Agreement shall not be construed or considered under any circumstances to create an employer-employee relationship or a joint venture.

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

10. Records and Audit

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

10.2 Any authorized representative of the County shall have access, at reasonable times, to any writings as defined above for the purposes of conducting an examination, audit and/or evaluation, of the work performed or being performed under this Agreement, during the period such records are to be maintained by Attorney; except as provide in paragraph 10.3 herein.

10.3 Attorney shall keep accurate records of all time expended, the rates applicable to the time expended, and all costs incurred in the performance of this Agreement, and such records shall be subject to inspection and audit by the County at reasonable times. The parties acknowledge that Attorney's billing records contain privileged and confidential information concerning other clients of Attorney which is subject to the "Attorney-Client" privilege and is required to be kept in confidence by Attorney. In disclosing billing records in connection with any County audit, Attorney shall be entitled to withhold or mask any entry in the records provided for audit purposes which would relate to, identify or which would tend to identify any other client of Attorney, or which would disclose any work done for other clients of Attorney. This provision is intended by the parties to preserve the confidentiality of such other clients of Attorney and to prevent the exposure of Attorney and such other clients of Attorney to embarrassment, damage or loss.

11. Nondiscrimination

During the performance of this Agreement, Attorney and its officers, employees, agents, representatives or subcontractors shall not unlawfully discriminate in violation of any federal, state or local law, rule or regulation against any employee, applicant for employment or person receiving services under this Agreement because of race, religion, color, national origin, ancestry, physical or mental handicap, medical condition, marital status, age, political affiliation, sex or sexual orientation. Attorney and its officers, employees, agents, representatives or subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code, sections 12900, et seq.) and the applicable regulations promulgated thereunder in the California Code of Regulations. Attorney shall also abide by the Federal Civil Rights Act of 1964 (P.L. 88-352) and all amendments thereto and all administrative rules and regulations issued pursuant to said act. Attorney further agrees to abide by the County's nondiscrimination policy.

12. Confidentiality

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

13. Assignment

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

14. Waiver of Default

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

15. Conflicts of Interest

15.1 The County will outline to Attorney the matters involved in the Appeals, any related litigation and in other matters assigned to Attorney and will identify the parties, business entities and consulting firms associated therewith, and Attorney will determine whether there will be a conflict with the County's interest in providing legal services for and on behalf of the County under this Agreement.

15.2 In the event a presently unknown and unavoidable conflict does arise during the course of Attorney's employment, Attorney shall so notify the County and unless the County shall consent to the continued representation by Attorney, Attorney shall withdraw as counsel for the County as to the specific matter involving the conflict.

15.3 During the term of this Agreement, Attorney agrees not to undertake additional representation of behalf of other clients which would place Attorney in a position adverse to the County, without the County's written consent.

16. Expert Consultants, Investigators and Subcontractors

The County recognizes that it may be necessary to engage the services of expert consultant(s), investigator(s) and/or subcontractor(s) at the expense of the County in the evaluation, preparation, handling and presentation of the County's case, and County agrees to consider Attorney's reasonable recommendations in that regard. The County itself may contract for such services, or authorize Attorney to enter into agreements for such services, in which event Attorney will be reimbursed by the County for all fees, costs and expenses so incurred.

17. Notice

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

To County: Stanislaus County
Risk Management Division
1010 10th Street, Suite 5900
Modesto, CA 95354
Attn: Jody Hayes

To Attorney: Nossaman, LLP
777 South Figueroa Street, 34th Floor
Los Angeles, CA 90017
Attn: Artin N. Shaverdian

18. Severability

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

19. Amendment

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

20. Entire Agreement

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

21. Advice of Attorney

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

22. Construction


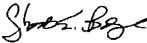
Headings or captions to the provisions of this Agreement are solely for the convenience of the parties, are not part of this Agreement, and shall not be used to interpret or determine the validity of this Agreement. Any ambiguity in this Agreement shall not be construed against the drafter, but rather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

23. Governing Law and Venue

This Agreement shall be deemed to be made under, and shall be governed by and construed in accordance with, the laws of the State of California. Any action brought to enforce

the terms or provisions of this Agreement shall have venue in the County of Stanislaus, State of California.

In Witness Whereof, the parties have executed this Agreement in duplicate on the day and year first hereinabove written.

<p>COUNTY OF STANISLAUS</p> <p>By:  _____ Jody Hayes Chief Executive Officer</p> <p>"County"</p>	<p>ATTORNEY</p> <p>ashaverdian@ Digitally signed by ashaverdian@nossaman.com CN = ashaverdian@nossaman. By: nossaman.com Date: 2021.07.09 11:59:16 -07'00' _____ Artin N. Shaverdian Lead Partner</p> <p>"Attorney"</p>
<p>APPROVED AS TO FORM:</p> <p>By:  _____ Thomas E. Boze County Counsel</p> <p>Thomas E. Boze 2021.07.26 08:57:46 -07'00'</p>	

SCHEDULE OF RATES

	Hourly rate:	Blended rate:	Annual Escalation Rate:
Lead Partner	\$490	\$425	3%
Partner	\$490	\$425	3%
Staff Attorney	\$340	\$425	3%
Associate	\$340	\$425	3%
Associate	\$340	\$425	3%
Paralegal	\$220	\$220	3%

Postage	Actual incurred charge only
Mileage	.545 per mile currently To be paid at current IRS rate and in accordance with Stanislaus County Travel Policy
Daily Meal Maximum	Actual itemized receipts are required for all meals. Meal rates are as follows (including tax and tip): Breakfast - \$15.00, Lunch - \$20.00, Dinner - \$35.00
In-house photo copies	.10 per page – if not included in hourly rate
Fax	
Send	no charge – included in hourly rate
Receive	.10 per page – if not included in hourly rate
E-mail, with or without attachment	no charge – included in hourly rate
Telephone Charges	no charge – included in hourly rate
Legal Research	Actual incurred charge only

NOTE : Other regular reoccurring charges to appear on this Schedule of Rates, otherwise they will not be reimbursed

Final billings will be stamped FINAL BILL

NOTE : All billing must be submitted no later than 6 months after the conclusion of the litigated matter.

E-mail servers must be capable of receiving all anticipated files (25 MB) without having to be broken into multiple attachments, unless prior arrangements have been made

EXHIBIT A
SCOPE OF SERVICES

Appendix B: Detailed Scope of Services

I. Approach and Work Plan

It is our understanding that the North County Corridor Project – Phase 1 (“the Project”) involves the acquisition or impacts to approximately 87 parcels which may entail the possible filing and prosecution of multiple concurrent eminent domain actions, necessitating an evolving team approach that recognizes the changing demands that multiple acquisitions and litigating so many cases simultaneously entails.

With a deep bench and having handled multiple similarly sized and even larger projects, Nossaman has the necessary staffing to gear up for adopting multiple concurrent resolutions of necessity, including the expertise and experience in advising County staff through Caltrans’ condemnation evaluation meetings and condemnation panel review meetings if necessary, the timely rescheduling of resolution of necessity hearings following a DCEM and CPRM to ensure timely possession of properties, and the immediate filing of eminent domain actions including motions for prejudgment possession.

As it relates to possession, and based on our review of project documents, a large number of parcels required for the Project entail acquisition of agricultural properties used as almond orchards or growing of other crops. Nossaman has unparalleled experience advising agencies in the acquisition of multiple agricultural properties, including for the City of Modesto, the California High Speed Rail Authority and the Capital Southeast Connector JPA. We are well versed in colorable objections often raised by owners and operators of agricultural properties when we seek possession, including for example claims such as when almond orchards are going through harvest (August to October), and strategizing with our clients to prioritize parcels and obtain possession when orchards or fields are in their dormant phase. However, we understand that the Project also requires acquisition of multiple residential, public use, and commercial properties including a building material supplier, mobile home park, railroad property, and even a special use property including a partial acquisition from a place of worship. Anticipating that owners and/or occupants with these uses often set forth better oppositions to an agency’s motion for prejudgment possession, in addition to our past experience having acquired similar properties, Nossaman researches these properties and businesses and will work closely with County staff and the right-of-way acquisition team to ensure the parties take into consideration impacts to such properties, and possible mitigation measures in particular related to ingress and egress issues often raised by defendants, in order to reach voluntary agreements for acquisition and possession. Of course, if necessary, we will file persuasive motions for possession with declarations setting forth the County’s hardships in support of the County’s immediate need for possession of the properties.

II. Activities and Tasks

Based on current information, it is our understanding that the following critical dates are already in place:

- Completion of NEPA: March 31, 2020
- Planned Start of Right-of-Way Acquisition April 1, 2020
- **Planned Completion of Final Design: September 1, 2022**
- Planned PS&E Approval: September 30, 2022
- **Complete Right-Of-Way Acquisition: February 1, 2023**

- Planned Construction Contract Award Date: June 1, 2023
- Planned Construction Start Date: July 1, 2023
- Planned Construction Substantial Completion and Open to Traffic Date: November 1, 2025
- Period of Performance End Date: November 1, 2026
- Planned Project Closeout Date: November 1, 2027

As the County is undoubtedly aware, timely right-of-way acquisition is often the most important task for successful delivery of a project. While the above schedule appears to provide sufficient time for right-of-way acquisition, there is very little margin for error and no time for delay. As set forth in our detailed Project Time Schedule (See Fee Schedule, Part III (separately submitted)), in order to minimize the risk of delayed parcel possession which can impact construction schedules, increase costs, and jeopardize funding, we anticipate undertaking the following activities based on the timeline set forth therein:¹

1. Immediately upon being issued a Notice to Proceed, we would schedule a meeting with the County's right-of-way team to discuss every parcel, owner, tenant, and opposing counsel. This meeting would be designed to identify all potential pitfalls and also to better understand the project needs associated with each parcel. Nossaman core team member Artin N. Shaverdian with assistance as necessary from David Graeler, Kristin L. Mendenhall, Maya Hamouie and Kameran Hedayat would perform this task.
2. On a concurrent and immediate path, we would work with the County, the right of way consultants, and project engineers to ensure plats and legals including legal definitions for each take area prepared. We would work with staff on reviewing project documents including securing and reviewing preliminary title reports to identify all title issues to be considered during the acquisition process. We will work with the County on the appraisal process ensuring sound and current appraisals are prepared taking into consideration all acquisition impacts including considerations such as relocation of occupants including businesses, as necessary. We will ensure legally compliant offer packages are or have been presented to owners including relocation notices, all while identifying opportunities to secure voluntary acquisitions and possessions where possible.
3. After offers and negotiations, we will work with the County on precondemnation planning, including timely notices for adoption of resolutions of necessity, preparation of condemnation packages for condemnation evaluation and condemnation review meetings, and for the eventual adoption of Resolutions of Necessity – prioritizing parcels based on considerations such as hardship to occupants, relocation issues, including considerations such as impacts to operations of orchards, harvesting of crops, etc.
4. We would also immediately begin drafting our initial pleadings and motions for possession. In this regard, we would begin drafting our motions for possession, secure declarations from the County's project team to support our motions for possession and subsequently secure declarations from the County's appraisers to support the summaries of just compensation. To the extent some matters are ready before others, we would commence eminent domain actions on a rolling basis to ensure timely service of our motions for

¹ Timeline is subject to modification based on client input as some Tasks may have been completed or in progress.

possession. These tasks would be overseen by Nossaman partner Artin N. Shaverdian and performed by team members.

5. As soon as we file each eminent domain action, we would promptly reserve hearing dates for our motions for possession and serve the motions. In order to ensure timely possession, the motions would need to be scheduled no later than early Q4 2022. We would also record a *lis pendens* in each case. These tasks would be overseen by Nossaman partner Artin N. Shaverdian and performed by team members.
6. As soon as we identify opposing counsel for each matter, we would explore every effort to secure stipulations for prejudgment possession. We would also look for opportunities at early resolutions. These tasks would be handled by Nossaman core team members: Artin N. Shaverdian, David Graeler, Kristin L. Mendenhall, Maya Hamouie, Jillian Friess and Kameran Hedayat.
7. Once we accomplish all tasks that are critical path items, we would proceed with less time-sensitive activities to prosecute each eminent domain action. These tasks would generally include written discovery, depositions, expert engagements, identification of legal issues for possible bench trials, expert valuation exchanges, mediation, and trial. These tasks would be overseen by Nossaman partners: Artin N. Shaverdian and David Graeler. However, because many cases would be filed simultaneously, we would expect to have many cases set for trial in a short window of time. When this occurs, we break the matters into groups, assigning different cases to different trial teams. Nossaman is unique in the eminent domain community, as we have four Partners (Messrs. Shaverdian, Rayl, Kuhn, and Graeler) and two Staff Attorneys (Ms. Mendenhall and Mr. Cole), each of whom has first chair, eminent domain jury trial experience. This provides us the comfort of always knowing that we can staff matters properly, even if many appear headed to trial around the same time.
8. On those rare occasions in which cases proceed through trial, the Nossaman team is also prepared to handle any appellate work that may arise. In addition to the myriad published eminent domain opinions handled by Nossaman over the past several decades, Nossaman team members Artin N. Shaverdian, David Graeler, Bradford B. Kuhn, and Rick E. Rayl, and appellate specialist Jennifer L. Meeker, have personally argued numerous eminent domain cases before California appellate courts.
9. Throughout our representation of the County, Nossaman partner Artin N. Shaverdian will be the primary point of contact. We will ensure prompt and continuous communication to ensure that all of the County's needs are identified as they evolve and that they are timely addressed.

III. Quality and Budget Control

We understand the significance of keeping our legal services within our clients' budgets and take the steps needed to ensure that we do not exceed our estimated costs for projects. We are particularly aware of the intense scrutiny of outside legal fees for public agencies and the need for staff and elected officials to be able to demonstrate efficiency and value received in this time of constrained public funding. To that end, we assign the appropriate attorneys to matters and handle them with the highest level of efficiency, utilizing effective

communication with our clients to avoid any budgeting “surprises.” We routinely prepare litigation budgets when requested, and we work with our clients as the engagement progresses to revise those budgets as the initial litigation uncertainties become more predictable.

We also recognize that some clients are especially sensitive to hourly rates. To address this concern, Nossaman offers a fully blended hourly rate approach on its eminent domain matters, which allows us to staff matters with a greater emphasis on senior attorney involvement without risk that the client will pay any “premium” for the added partner level attention. We believe this approach generates better results, while ensuring that the client does not “suffer” from having more senior attorneys involved in tasks that other firms treat like an “assembly line.” In the event that the County prefers a more traditional approach, with individualized hourly rates, we are prepared to use that model as well. It is important that our services are timely, efficient and excellent, our budgets are reasonable and accurate and our invoices are understandable, timely, accurate and consistent with expectations.

With respect to quality control, we start with the premise of having experienced attorneys with expertise to staff matters and perform services. The team proposed for the County has successfully completed the precise scope of services identified in the RFP numerous times including most recently for the Cities of Bakersfield and Modesto working hand-in hand with right-of-way consultants from OPC and Interwest, respectively, on similar highway projects, acquiring very similar properties, and engaged with the same or similar stakeholders, including for instance the Modesto Irrigation District. As a result, there is no “learning as you go.” In addition to our local knowledge including Stanislaus County Courts and Judicial Officers, we take advantage of having a deep and experienced practice group through regular internal meetings, where project issues or trends are discussed. These sessions are not chargeable to the County, allow us to build upon best practices and transfer successful approaches from project to project. County staff will be able to call upon our attorneys at any time to discuss performance questions, concerns or issues.

With budgeting, we understand the importance of budgets to agencies and that funds are used appropriately and efficiently. Internally, our accounting processes allow us to track progress against the budget and our attorneys will get alerts when certain milestones are reached against the budget. Our regular budget check-ins allow our team leader to confirm progress or have early warning of impending issues. In those circumstances where assumptions change or circumstances warrant budget changes, the County will never be blindsided and will have received early indications and opportunities to modify services if desired to stay within budget.

Finally, Nossaman’s attorneys understand the importance of maintaining schedule in delivering projects. Schedule delay increases costs, frustrates the County’s contractors and can lead to problems such as cost escalation or loss of funding.

IV. ADDRESSING SPECIAL ISSUES

Special issues we anticipate related to this Project include, among others, those set forth previously, i.e. acquisitions from the multiple agricultural properties requiring special attention to timing of acquisitions, mitigation efforts, and drainage and irrigation relocation issues. Of course special attention will also be required for some of the more challenging commercial properties occupied by various businesses or other tenants (including a special use property) such as a place of worship, a baseball field, an RV rental business, a railroad and a mobile home park. In particular, the acquisitions and partial acquisitions of agricultural properties, including some which may

be subject to the Williamson act may require special considerations and additional noticing requirements. Nossaman attorneys have significant experience with acquisitions of property interests which are subject to the Williamson Act. Additionally, while we have considerable experience acquiring parcels already devoted to other public uses including on the basis of more necessary and/or compatible uses, we have recent experience specifically related to acquisitions involving local agencies such as the Modesto Irrigation District. Our familiarity and knowledge of the interworkings and players of these local agencies can be greatly beneficial to the County during this process.

Nossaman will work closely with County staff and its right-of-way consultant to ensure special attention is given to any parcels which may pose a challenge and ensure timely possession of these parcels, while minimizing and mitigating any potential claims for damages.

Additional issues may include various claims by business owners and farmers for impairment of access during construction of the Project and temporary business damages as a result thereof. Such claims are often not compensable and on behalf of the County, Nossaman would file legal issues motions to dispose of such claims.

V. ENHANCEMENTS TO SCOPE OF SERVICES

Nossaman believes that strong relationships with our clients exist when there is a true sense of partnership between Nossaman and the individuals involved in the project from the client's side. We believe that good communication is a key to success, especially for projects of this magnitude. The attorneys who would be working on this project will have weekly coordination meetings, allowing the entire team to keep track of the project and case status. These meetings will also serve as a means to ensure consistency of approaches, efficient utilization of resources, and for Artin to assess the timeliness and quality of our services on a real-time basis. We will conduct these meetings by telephone and/or video conference, making it easy for the County's staff members to participate if they choose to do so. Our use of telephone conferences, video conferences, email, and a local intranet allows our lawyers to function as a seamless team with our clients and other consultants.

We believe these partnership opportunities lead to better client service, more efficient provision of legal services and, ultimately, better results.

EXHIBIT B

INSURANCE REQUIREMENTS

EXHIBIT B

Insurance Requirements for Professional Services

Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** If the Consultant or the Consultant's officers, employees, agents, representatives or subcontractors utilize a motor vehicle in performing any of the work or services under the Agreement Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
4. **Professional Liability (Errors and Omissions)** Insurance appropriate to the Consultant's profession, with limits not less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

If the Consultant maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

Application of Excess Liability Coverage

Consultants may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The County, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL and the Auto policy 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 with such work or operations. General liability and Auto Liability coverage can be provided in the form of an endorsement to the Consultant's insurance (**at least** as broad as ISO Form CG 20 10 11 85 or **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms if later revisions used).

Primary Coverage

For any claims related to this contract, the **Consultant's insurance coverage shall be primary** insurance primary coverage **at least** as broad as ISO CG 20 01 04 13 as respects the County, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, agents or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

Reporting: Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County or its officers, officials, employee's, agents or volunteers.

Notice of Cancellation

Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the County. Notification of insurance cancellation to the County will be contractors' responsibility.

Waiver of Subrogation

Consultant hereby grants to County a waiver of any right to subrogation (except for Professional Liability) which any insurer of said Consultant may acquire against the County by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the County. The County may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or County.

Acceptability of Insurers

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

Claims Made Policies

If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for **at least** five (5) years after completion of the contract of work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase “extended reporting” coverage for a minimum of five (5) years after completion of contract work.

Verification of Coverage

Consultant shall furnish the County with a copy of the policy declaration and endorsement page(s), original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All **certificates and endorsements are to be received and approved by the County before work commences**. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant’s obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Subcontractors

Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Consultant shall ensure that County is an additional insured on insurance required from subcontractors.

Special Risks or Circumstances

County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Insurance Limits

The limits of insurance described herein shall not limit the liability of the Consultant and Consultant's officers, employees, agents, representatives or subcontractors. Consultant's obligation to defend, indemnify and hold the County, its officers, officials, employees, agents and volunteers harmless under the provisions of this paragraph is not limited to or restricted by any requirement in the Agreement for Consultant to procure and maintain a policy of insurance.

[SIGNATURES SET FORTH ON THE FOLLOWING PAGE]

_____ Exempt from Auto – I will not utilize a vehicle in the performance of my work with the County.

_____ Exempt from WC – I am exempt from providing workers' compensation coverage as required under section 1861 and 3700 of the California Labor Code.

I acknowledge the insurance requirements listed above.

Print Name: Artin Shaverdian Date: July 12, 2021

Signature: ashaverdian@nossaman.com Digitally signed by: ashaverdian@nossaman.com
DN: CN = ashaverdian@nossaman.com
Date: 2021.07.12 14:55:39 -07'00' Date: July 12, 2021

Vendor Name: Nossaman, LLP

For CEO-Risk Management Division use only

Exception: Acceptability of Insurers section is amended to include all Lloyds of London carriers.

Approved by CEO for Risk Management:  Date: 7/12/2021

EXHIBIT C
PROJECT SCHEDULE

III. PROJECT TIME SCHEDULE

STANISLAUS COUNTY DEPT. OF PUBLIC WORKS				
ROW Acquisition Schedule for North County Corridor Project - Phase 1				
	<u>Task/Milestone</u>	<u>Duration</u>	<u>Start</u>	<u>**Finish</u>
	Right of Way	604 days	6/8/2021	2/1/2023
	Plats & Legals	21 days	6/8/2021	6/28/2021
1	Draft/Finalize Legals, Plats, and Take Area Definitions	7 days	6/8/2021	6/14/2021
2	Order Preliminary Title Reports	14 days	6/15/2021	6/28/2021
	Appraisal	142 days	6/29/2021	11/17/2021
3	Deliver Assignments to Appraisers (RE & FFE)	1 days	6/29/2021	6/29/2021
4	Deliver NOD and Complete/Deliver Appraisals	120 days	6/30/2021	10/27/2021
5	Review and Approve Appraisals	21 days	10/28/2021	11/17/2021
	Acquisition	83 days	11/18/2021	2/8/2022
6	County Setting of Just Compensation	1 days	11/18/2021	11/18/2021
7	Offer Package Preparation	14 days	11/19/2021	12/2/2021
8	First Written Offer Presented	7 days	12/3/2021	12/9/2021
9	Negotiations	60 days	12/10/2021	2/7/2022
10	Impasse/Condemnation Commencement	1 days	2/8/2022	2/8/2022
	PreCondemnation - RON	178 days	2/9/2022	8/5/2022
11	Preparation and Review of Condemnation Package by Legal	14 days	2/9/2022	2/22/2022
12	Condemnation Evaluation Meeting and Codemnation Review Panel	120 days	2/23/2022	6/22/2022
13	Notice of Hearing re Intent to Adopt RON (Per Caltrans Requirement)	30 days	6/23/2022	7/22/2022
14	County Board of Supervisors Approval	14 days	7/23/2022	8/5/2022
	Condemnation - Possession	180 days	8/6/2022	2/1/2023
15	File Condemnation Action and Motion for Possession	5 days	8/6/2022	8/10/2022
16	Service of Process	10 days	8/11/2022	8/20/2022
17	Hearing on Motion for Possession (60 days unoccupied/90 day occupied)	100 days	8/21/2022	11/28/2022
18	Effective Order for Prejudgment Possession (10 days unoccupied/30 day occupied)	35 days	11/29/2022	1/2/2023
19	Writ of Assitance (if necessary)/Concurrent Parcel Certification	30 days	1/3/2023	2/1/2023
**Schedule in calendar days. Assumes outside dates for all tasks. Finish date based on planned end of ROW acquisition by 2/1/2023.				

EXHIBIT D
FEE SCHEDULE



Stanislaus County Department of Public Works

Request for Proposal
Eminent Domain Legal Services
North County Corridor Project – Phase 1

Fee Schedule

April 30, 2021

Submitted by
Artin Shaverdian | Nossaman LLP

777 South Figueroa Street, 34th Floor | Los Angeles, CA 90017
T 213.612.7811 | ashaverdian@nossaman.com



I. SUMMARY COST PROPOSAL

KEY PERSONNEL Name (First Last)	Title	Not To Exceed Attorney Blended Rate Option	Not to Exceed Traditional Hourly Rate Option	Annual Escalation Rate
Artin N. Shaverdian	Lead Partner	\$425	\$490	3%
David Graeler	Partner	\$425	\$490	3%
Kristin L. Mendenhall	Staff Attorney	\$425	\$340	3%
Maya Hamouie	Associate	\$425	\$340	3%
Jillian Friess	Associate	\$425	\$340	3%
Kameran Hedayat	Paralegal	\$220	\$220	3%
NON-KEY PERSONNEL Name (First Last)	Title	Not To Exceed Attorney Blended Rate Option	Not to Exceed Traditional Hourly Rate Option	Annual Escalation Rate
Bradford B. Kuhn	Partner	\$425	\$490	3%
Rick E. Rayl	Partner	\$425	\$490	3%
Bernadette Duran-Brown	Partner	\$425	\$490	3%
Rensselaer J. Smith	Partner	\$425	\$490	3%
Liz Klebaner	Partner	\$425	\$490	3%
Ronald M. Cole	Staff Attorney	\$425	\$340	3%
Debra Garfinkle	Staff Attorney	\$425	\$340	3%

II. TASK BREAKDOWN STRUCTURE COST PROPOSAL

Please see the requested Estimated Budget Summary provided below. Nossaman has proposed both a blended rate option, as well as a traditional hourly rate structure, and is happy to represent the County on whichever rate structure the County selects.

ESTIMATED BUDGET SUMMARY REAL PROPERTY ACQUISITION AND EMINENT DOMAIN LITIGATION (ON A PER MATTER BASIS)

Blended Rate Option

TASK	Total Attorney Hours	Blended Rate	Proposed Total
Review Project Documents, Title Reports, Appraisals, and Related Property Information	2.5	\$425.00	\$1,062.50
Case Review and Strategy, and Develop Acquisition Schedule	1.0	\$425.00	\$425.00
Meetings with Appraisers, Relocation Consultants, County Staff and Counsel, and Stakeholders	2.0	\$425.00	\$850.00
Evaluate and Advise on Relocation, FF&E and Goodwill, and Prepare Related Notices	2.5	\$425.00	\$1,062.50
Prepare Pre-Condemnation Offer, Eminent Domain Information Package, and Related Documents	5.0	\$425.00	\$2,125.00
Participate in settlement negotiations and prepare voluntary acquisition documents	6.5	\$425.00	\$2,762.50
Review and Assist with Preparing Resolution of Necessity, Staff Reports and Other Documents and Related Notices	3.5	\$425.00	\$1,487.50
Attend RON Hearing and/or other Condemnation Evaluation/Review Meetings	4.0	\$425.00	\$1,700.00

TASK	Total Attorney Hours	Blended Rate	Proposed Total
Prepare and File Complaint, Motion for Order of Possession and Related Pleadings	6.5	\$425.00	\$2,762.50
Attend Pretrial Status Conferences and Hearings	3.0	\$425.00	\$1,275.00
Fact Discovery	4.0	\$425.00	\$1,700.00
View Subject Property and Comparable Data Expert Prep.	6.0	\$425.00	\$2,550.00
Settlement Negotiations	2.5	\$425.00	\$1,062.50
Legal Issues Trial	32.0	\$425.00	\$13,600.00
Expert/Appraisal Exchange Prep.	7.5	\$425.00	\$3,187.50
Expert Discovery	13.0	\$425.00	\$5,525.00
Alternative Dispute Resolution	10.5	\$425.00	\$4,462.50
MSC/Final Settlement Offer	4.5	\$425.00	\$1,912.50
Preparation of trial documents and exhibits	20.0	\$425.00	\$8,500.00
Motions in Limine and other Pretrial Motions	16.0	\$425.00	\$6,800.00
Trial Preparation and Trial	150.0	\$425.00	\$63,750.00
Judgment and Post-Judgment Pleadings	9.0	\$425.00	\$3,825.00
TOTAL*	311.50		\$132,387.50

* Total hours and costs represent an estimate for a standard non-commercial matter from initial acquisition advisory services through trial and post-judgment pleadings. Matters with special circumstances, right-to-take challenges and/or additional claims may vary. Total hours and cost estimates are based on first assigned matter requiring development of form documents and review of general project related documents. We would expect economies of scale on many of the tasks set forth above for subsequent matters resulting in significant reduction (approximately 25-35% or more) of costs.

**ESTIMATED BUDGET SUMMARY
REAL PROPERTY ACQUISITION AND EMINENT DOMAIN LITIGATION
(ON A PER MATTER BASIS)**

Traditional (Partner/Associate or Staff Attorney) Hourly Option

TASK	Partner Hours	Associate or Staff Attorney Hours	Rate Partner/Assoc. or Staff Attorney	Proposed Total
Review Project Documents, Title Reports, Appraisals, and Related Property Information	2.5	0.0	\$490.00/\$340.00	\$1,225.00
Case Review and Strategy, and Develop Acquisition Schedule	1.0	0.0	\$490.00/\$340.00	\$490.00
Meetings with Appraisers, Relocation Consultants, County Staff and Counsel, and Stakeholders	2.0	0.0	\$490.00/\$340.00	\$980.00
Evaluate and Advise on Relocation, FF&E and Goodwill, and Prepare Related Notices	1.5	1.0	\$490.00/\$340.00	\$1,075.00
Prepare Pre-Condemnation Offer, Eminent Domain Information Package, and Related Documents	2.0	3.0	\$490.00/\$340.00	\$2,000.00
Participate in settlement negotiations and prepare voluntary acquisition documents	2.5	4.0	\$490.00/\$340.00	\$2,585.00
Review and Assist with Preparing Resolution of Necessity, Staff Reports and Other Documents and Related Notices	1.5	2.0	\$490.00/\$340.00	\$1,415.00
Attend RON Hearing and/or other Condemnation Evaluation/Review Meetings	4.0	0.0	\$490.00/\$340.00	\$1,960.00
Prepare and File Complaint, Motion for Order of Possession and Related Pleadings	1.5	5.0	\$490.00/\$340.00	\$2,435.00
Attend Pretrial Status Conferences and Hearings	1.5	1.5	\$490.00/\$340.00	\$1,245.00
Fact Discovery	1.0	3.0	\$490.00/\$340.00	\$1,510.00

TASK	Partner Hours	Associate or Staff Attorney Hours	Rate Partner/Assoc. or Staff Attorney	Proposed Total
View Subject Property and Comparable Data Expert Prep.	6.0	0.0	\$490.00/\$340.00	\$2,940.00
Settlement Negotiations	2.5	0.0	\$490.00/\$340.00	\$1,225.00
Legal Issues Trial	16.0	16.0	\$490.00/\$340.00	\$13,280.00
Expert/Appraisal Exchange Prep.	5.0	2.5	\$490.00/\$340.00	\$3,300.00
Expert Discovery	10.0	3.0	\$490.00/\$340.00	\$5,920.00
Alternative Dispute Resolution	8.0	2.5	\$490.00/\$340.00	\$4,770.00
MSC/Final Settlement Offer	4.0	0.5	\$490.00/\$340.00	\$2,130.00
Preparation of trial documents and exhibits	10.0	10.0	\$490.00/\$340.00	\$8,300.00
Motions <i>in Limine</i> and other Pretrial Motions	6.0	10.0	\$490.00/\$340.00	\$6,340.00
Trial Preparation and Trial	110.0	40.0	\$490.00/\$340.00	\$67,500.00
Judgment and Post-Judgment Pleadings	3.0	6.0	\$490.00/\$340.00	\$3,510.00
TOTAL*	201.50	110.0		\$136,135.00

* Total hours and costs represent an estimate for a standard non-commercial matter from initial acquisition advisory services through trial and post-judgment pleadings. Matters with special circumstances, right-to-take challenges and/or additional claims may vary. Total hours and cost estimates are based on first assigned matter requiring development of form documents and review of general project related documents. We would expect economies of scale on many of the tasks set forth above for subsequent matters resulting in significant reduction (approximately 25-35% or more) of costs.

Appendix E of the Title VI Assurances

(US DOT Order 1050.2A)

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

Pertinent Nondiscrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, subrecipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities,

public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;

- The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

Date: July 13, 2021

Consultant: Nossaman, LLP

By: ashaverdian@nossaman.com
aman.com

Digitally signed by:
ashaverdian@nossaman.com
DN: CN = ashaverdian@nossaman.com
Date: 2021.07.13 17:03:41 -07'00'

Signature

Artin Shaverdian
Print Name

Partner
Title