

AMENDMENT TO “AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES”

THIS AMENDMENT TO AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES is made and entered into as of October 07, 2023 by and between the CITY OF IRVINE, a municipal corporation (“City”) and MARK THOMAS & COMPANY, INC., a California corporation (“Consultant”), for the purpose of amending the written “Agreement for Professional Consulting Services” entered into between City and Consultant as of June 13, 2022, City of Irvine contract number 20480 (the “Agreement”). Consultant is included on the City of Irvine Consultant Team List.

1. PART V, BUDGET, is modified to increase the not-to-exceed project contract value by \$27,000.00 from \$863,964.00 to \$890,964.00 for the Scope of Work in accordance with EXHIBIT I, attached hereto.
2. Except as set forth in this Amendment, all terms, conditions and provisions of the Agreement are unchanged and remain in full force and effect.

(Signatures follow on next page)

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to the Agreement to be executed by their respective duly authorized agents as of the date first set forth above.

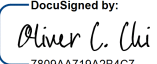
CITY OF IRVINE

By: 
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Sean Crumby

Its: Director of Project Delivery &
Sustainability

By: 
CA806E0D547E42F...
Zach Siviglia

Its: President

By: 
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Oliver C. Chi

Its: City Manager

By: 
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R. Matt Brogan

Its: Secretary

Attest:

By: 
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Carl Petersen

Its: City Clerk

APPROVED AS TO FORM:
RUTAN & TUCKER, LLP

By: 
DABE8686180C4BB...
Jeffrey Melching



August 23, 2023

Uyenly Bui
City of Irvine – Public Works
1 Civic Center Plaza
Irvine, CA 92606

Project No.: 22-00022

RE: Jeffrey Road/Irvine Center Drive Intersection Improvements - Amendment No. 1

The additional scope includes Right of Way appraisal service to the project.

Additional Scope of Work:

Task 12.3 – Right of Way Appraisal Services

Provide professional appraisal services to determine the current fair market value for acquisitions of permanent and temporary easements for the project.

Deliverables:

- Right of Way Appraisal Services

Fee: \$27,000.

If you have any questions or concerns with the above scope and fee, please do not hesitate to call.

Sincerely,

Pat Somerville, PE
Associate Principal + Division Manager



Vaughn A. Hosmann, SR/WA

Certified General Appraiser

Real Property Services –

Valuation – Analysis - Research

August 15, 2023

Attn.: Daniela Borbe, PMP
Project Manager
Monument, Inc.
200 Spectrum Center Drive, Suite 300
Irvine, CA 92618
Phone: (562) 755-4297
E-mail: dborbe@monumentrow.com

Re: Jeffrey/ICD Intersection Improvement Project;
Appraisal of Six Individual Properties, generally located
around the area of Jeffrey Road and Irvine Center Drive
Irvine, California 92618
APN(s). 466-024-19 (Southern California Edison)
466-011-02 (Southern California Edison)
466-011-09 (Southern California Edison)
466-011-25 (Irvine Ranch Water District)
466-011-40 (Oak Creek Golf Course)
466-021-24, 25, 26, 27 (Irvine Village Center)

Dear Ms. Borbe;

Thank you for considering myself, Vaughn A. Hosmann for the appraisal assignment regarding the property referenced above and as outlined in this four page-Professional Service Agreement (PSA). If acceptable, please sign where indicated and return it to me, along with the retainer, if applicable, thereby authorizing Vaughn A. Hosmann to proceed with this appraisal assignment and acceptance of the attached Terms and Conditions.

PROFESSIONAL SERVICE AGREEMENT

("Agreement")

Project:	Commercial Use – Partial acquisitions for a Street widening Project
Location:	Intersection of Jeffrey Road and Irvine Center Drive, Irvine, CA
Parties:	Vaughn A. Hosmann (VAH) appraiser, and Monument, Inc., (Client), represented by Daniela Borbe-Project Manager.
Intended User:	The appraisal service will be prepared for the Client, as stated above. Additional intended user may include specific designated representatives of the City of Irvine.

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562-804-2861

Intended Use:	The analysis and report(s) to be provided under this Agreement ("Appraisal") is intended to be used by the client in determining the current fair market value for the underlying land, and site improvements, if applicable, for the property referenced above, for possible acquisitions of permanent and temporary easements, for a street widening project. The report and appraisal service are not intended for any other use such as procuring a loan, appealing real estate taxes, settling an estate, etc.
Type of Appraisal/Report:	The appraisal(s) will be a complete appraisal(s) using all applicable and necessary approaches to value. The reports will be an appraisal reports prepared in a summary format.
Rights Appraised:	Fee Simple, Easement.
Date of Value:	Current. Corresponding with the date of the inspection. Client to facilitate a timely inspection of the subject properties.
Scope of Work:	<p>Vaughn A. Hosmann (VAH), will provide the appraisal and analysis in accordance with the following:</p> <ol style="list-style-type: none"> 1.The Uniform Standards of professional Appraisal Practice 2.The Code of Ethics of the Appraisal institute 3.California's licensing laws <p>VAH will inspect the property, research relevant market data, and perform an analysis to the extent necessary to produce credible assignment results. All applicable approaches to value will be considered and if used, will be properly applied and reported.</p> <p>The complete scope of work will be included in the Appraisal. Typical assumptions and limiting conditions will be included in the report. The property shall be appraised using the definition of fair market value provided by California Code of Civil Procedure section 1263.320.</p> <p>Definition of Market Value</p> <p>"(a) The fair market value of the property taken is the highest price on the date of valuation that would be agreed to by a seller, being willing to sell but under no particular or urgent necessity for so doing, nor obliged to sell, and a buyer, being ready, willing, and able to buy but under no particular necessity for so doing, each dealing with the other with full knowledge of all the uses and purposes for which the property is reasonably adaptable and available.</p> <p>(b) The fair market value of property taken for which there is no relevant, comparable market is its value on the date of valuation as determined by any method of valuation that is just and equitable." (California Code of Civil Procedure §1263.320.)</p>
Delivery:	Approximately 60 days from authorization to proceed (receipt of retainer and/or signed contract).

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Professional Fee:	\$4,500. Per property/appraisal-six properties (\$27,000 in total). This fee represents the cost of the basic appraisal service for a parking lot/land appraisal (Ref. Intended Use above). Additional valuations, such as fractional or partial interest, insurance or liquidation value, etc. would be an additional separate fee. Any additional work requested as related to litigation, such as additional analysis, meetings or presentations, testimony at deposition or in court, travel to depositions and court, etc. will be paid based on time expended at the following hourly rates: \$75 for administrative support; \$150 for appraisal assistance; \$350 for Senior Appraiser; \$450 for testimony. All checks should be made payable simply to; Vaughn A. Hosmann. Taxpayer identification number supplied upon request.
Expenses:	The quoted fixed fee includes all associated expenses including travel, resources, etc.
No. of Reports	One electronic appraisal report will be provided per property. If requested by the client, two (2) printed color copies will be provided for a fee of \$250. A draft report will be provided to the client for review if requested, for any agreed upon edits and corrections, before the final report is submitted.
Retainer:	The fee is due upon delivery of the report(s), for the basic appraisal service, unless other arrangements are made in writing by both parties. If additional work is requested, it will be treated as a separate fee, or billed at the hourly rates quoted above.
Payment Terms:	Payment will be made by the Client at the time the basic appraisal service is completed. Payment is due and payable upon delivery of the electronic copy of the final Appraisal Report(s), and then billing will occur monthly if there are other services provided.
Acceptance Date:	These specifications are subject to modification if this Agreement if not accepted within 5 business days from the date of this letter.
Items Needed for the Assignment:	Following is a list of items I feel I need to begin my analysis. Please forward the requested items as soon as possible, if available. A delay in receiving the items could result in a delay in delivering the appraisal(s). If you are unsure of what is being requested, or if something is unavailable, please call.

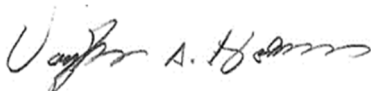
<input checked="" type="checkbox"/> Contact information for property inspections.	<input checked="" type="checkbox"/> Current property tax bills, if available.
<input checked="" type="checkbox"/> Last known deed showing correct title vesting, And/or a preliminary title report, if any.	<input checked="" type="checkbox"/> Details on any sale, lease, purchase contract, offers or listings on the subject properties in the past 3 years
<input checked="" type="checkbox"/> Survey of the property, if available	<input checked="" type="checkbox"/> Previous appraisals, if applicable
<input checked="" type="checkbox"/> Project engineering studies, soils tests, environmental assessments, if applicable.	<input type="checkbox"/> Operating expense statements for the past two full years and current year to date for 2023. Occupancy/vacancy report for the past two years and current year-to-date
<input checked="" type="checkbox"/> Project plans, drawings, mapping, site plans, or overhead photography indicating the proposed easement acquisition areas for each subject property, in addition to legal descriptions and plat maps for the acquisition areas.	<input checked="" type="checkbox"/> Identify property owner rights in the after condition, i.e. will they be able to plant landscaping, store items, park, etc. in the permanent easement areas, or not.
<input type="checkbox"/> Copy of any occupancy lease or prior easement documents, that may affect or conflict with the proposed acquisition areas	<input checked="" type="checkbox"/> Identify Temporary Construction Easement (TCE) time length and beginning if known. Are the TCE(s) exclusive or non-exclusive.

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<input checked="" type="checkbox"/> Detailed list of any site improvements above or below ground for each property that may be impacted, and how property owner will be compensated.	<input checked="" type="checkbox"/> All parking information for each of the larger subject parcel, if affected.
<input type="checkbox"/> Capital improvements history for 5 years and budget for future capital improvement items	<input checked="" type="checkbox"/> Overall project description.
<input type="checkbox"/> Contact information for any leasing/selling agent representing the property	<input checked="" type="checkbox"/> Contact information for property owner representative. Information on maintenance contracts, management contracts, etc., if applicable.
<input checked="" type="checkbox"/> List of any major issues/repairs needed for the property or the site/building improvements, as well as the larger parcel/overall development.	<input checked="" type="checkbox"/> Any known information regarding future City plans or intentions for the subject property areas, if applicable.

I appreciate this opportunity to be of service to you on this assignment and looks forward to serving you. If you have additional questions, please contact me.

Respectfully Submitted,



Vaughn A. Hosmann, SR/WA
 Certified General Appraiser
 Telephone: 562-804-2861
 E-mail: vhosmann@yahoo.com

Accepted:

 Daniela Borbe, Project Manager
 Monument, Inc.

Date: _____

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