



REQUEST FOR PROPOSALS (RFP)

PROFESSIONAL SERVICES FOR LAND APPRAISAL -JERSEY ISLAND

IRONHOUSE SANITARY DISTRICT

450 Walnut Meadows Drive

Oakley, CALIFORNIA 94561

Issue Date: September 27, 2024

Proposal Due Date: October 4, 2024

Tyson Zimmerman
Assistant General Manager
Ironhouse Sanitary District
Phone (925) 809-3011
Email Zimmerman@isd.us.com

IRONHOUSE SANITARY DISTRICT

REQUEST FOR PROPOSALS (RFP)

PROFESSIONAL SERVICES FOR LAND APPRAISAL - JERSEY ISLAND

1. INTRODUCTION

A. Summary

Ironhouse Sanitary District (ISD, District) seeks proposals from qualified, experienced firms in land appraisal. The District requests that interested proposers provide a scope and fee for the appraisal of the Jersey Island in Contra Costa County, California. The District is the Intended User and also owns Jersey Island.

Proposals will be evaluated and scored according to the requirements described in this Request for Proposals. Exhibit A contains the Draft Professional Services Agreement under which the consultant will perform its Services.

This RFP does not commit the District to pay any costs incurred in preparing and presenting submittals or to select any interested firms who respond.

The term Respondent refers to any legal entity or entities submitting a proposal in response to this Request for Proposals (RFP).

B. Tentative Schedule

The District has established the following target dates for issuance, receipt, and evaluation of the proposals. The following dates are tentative, non-binding, and are subject to change without prior notice.

- Request for Proposals: September 27, 2024 – October 4, 2024
- **Proposal Due Date: October 4, 2024, 4 P.M. PST**
- Anticipated Notice to Proceed: October 14, 2024
- Appraisal Completion Due Date: December 6, 2024

2. BACKGROUND

A. Project Background

ISD provides sewage collection, treatment, and disposal services for the City of Oakley, the unincorporated area of Bethel Island, and other unincorporated areas, including the East Cypress Corridor Specific Plan Area.

The District also owns Jersey Island, which is approximately 3,600 acres.

The treated effluent is discharged into the San Joaquin River or used for recycled water use. The plant produces Title 22 recycled water for on-site use, landscape irrigation, and other recycled

water uses within the District's service area. The plant effluent line is currently located underground and crosses Jersey Island. The District intends to maintain the right of way and easement for service for the pipeline crossing Jersey Island, including the discharge location and sub-surface deep water discharge.

Dewatered biosolids are hauled during dry weather to the District's Land Application Area (LAA) on Jersey Island. Currently, ISD is complying with the Class B biosolids requirements contained in 40 CFR Part 503. The District is currently permitted to land apply biosolids from its Water Recycling Facility (WRF), on farm fields located on the District-owned Jersey Island.

The District will want to retain 100 acres of land and the right of access to dispose of the Biosolids.

Reclamation District No. 830 (RD 830) was formed in March of 1911 under the Reclamation District Law of 1868 to form a district to build levees and "reclaim" land subject to periodic overflow from neighboring rivers and water bodies. At this time, the Government was promoting reclamation to develop swamp lands to improve and cultivate the thousands of acres in California.

A Board of Trustees manages RD-830 made up of representatives of Jersey Island owners. Since Jersey Island is owned by ISD, the RD 830 board of trustees includes the General Manager of ISD (Chair), the Assistant General Manager for ISD (Trustee), and staff from Jersey Island as Secretary.

RD 830 is responsible for flood protection on Jersey Island. This is achieved by managing sixteen miles of levees surrounding the island and a network of drainage ditches. Stormwater and groundwater are collected in the drainage ditches and conveyed off the island via a pump station. RD 830 improves, maintains, and repairs levees and the main drainage system of Jersey Island.

RD 830 participates in the Delta Levees Maintenance Subventions Program, directed by the California Department of Water Resources. This program provides funding on a cost-share basis to local levee-maintaining agencies to rehabilitate and maintain levees in the Delta.

3. SCOPE OF WORK

The appraisal's intended use is to determine the property's current market value for acquisition negotiations in preparation for a potential sale of the Island. The valuation shall include the water rights associated with Jersey Island and those associated with RD-830.

The Draft Appraisal Scope of Work is attached to this RFP in Exhibit F.

The appraisal will be reported in an Appraisal Report format, including the investigation, data, and analysis supporting our conclusion. The appraisal will be prepared in conformance with and subject to the requirements of the Code of Professional Ethics and the Standards of Professional Practice of the Appraisal Institute, which fully incorporate the Uniform Standards of Professional Appraisal Practice (USPAP) of the Appraisal Foundation and applicable laws.

The primary steps in the completion of the market value appraisal of the property

rights to be acquired include, but are not limited to, the following:

- Onsite physical inspection of the subject property.
- Visual inspection of the comparable market data.
- Study of community and neighborhood in which the subjects are located.
- Collection of data from appropriate governmental agencies.
- Verify market data with sources knowledgeable about the pertinent details of the transaction.
- Preparation of appraisal report.

The report is due to be delivered within eight (8) weeks of receiving the signed engagement letter. The quote is for a fixed fee for the appraisal, with nothing due after the assignment.

The deliverables will include an electronic PDF of the appraisal report and up to two (2) original signed hard copies.

4. REFERENCE INFORMATION

The following information is attached as background Information:

- Exhibit G: MBK Engineers study of water Rights for Jersey Island and RD-830.
- Exhibit H: List of APNs for all the parcels for Jersey Island.
- Exhibit I: Lease agreements for farming and grazing on Jersey Island.
- Exhibit J: Land Appraisal from BRI for Mitigation Bank on Jersey Island.

5. SUBMITTAL REQUIREMENTS

A. Requests for Information

All questions and discussions concerning this RFP must be directed to Tyson Zimmerman, AGM, at Zimmerman@isd.us.com . The deadline for submitting questions, objections, and/or clarifications is **4:00 PM PST on October 1, 2024**. All questions must be submitted by e-mail.

B. Proposal Submittal Requirements

Proposals are due to be submitted to the District no later than **4:00 p.m. on October**

4, 2024, via Email:

Ironhouse Sanitary District
Attention: Tyson Zimmerman, AGM
at ironhousesd@isd.us.com

Late submissions, including those received late due to delivery service failure, will not be considered. Proposals submitted by fax or by mail will not be accepted.

C. Proposal Format

Proposals shall be clear and concise, responsive to all RFP requirements, and formatted as follows:

- **Cover Letter**: The Cover Letter shall:
 - i. Be signed by an individual authorized to obligate the Respondent to fulfill the commitments contained in the proposal.
 - ii. Include a statement of the Respondent's overall approach, commitment, experience, and availability to conduct the work.
 - iii. Include the name and address of the Prime Respondent.
- **Firm Experience and Qualifications**: The Firm Experience shall, at a minimum, cover the following topics:
 - i. Firm Qualifications:
 - a. The firm must have five years of experience preparing land appraisals for public agencies. Preferably, the firm will have experience in appraisal for the islands and reclamation districts in the Sacramento-San Joaquin River Delta watershed and with water rights associated with those lands.
 - b. Provide two reference projects of recent appraisals of a similar scope and property.
 - ii. Lead appraiser Experience.
 - a. The lead appraiser must have experience preparing land appraisals for public agencies. The lead appraiser must have experience in appraisal for the islands and reclamation districts in the Sacramento-San Joaquin River Delta watershed and with water rights associated with the land.
 - b. Provide two reference projects of recent appraisals of a similar scope and property.
 - c. Must have an MAI, SRA, AI-GRS, or ARA from the Appraisal Institute.

D. Proposed Fee

The Respondent's Proposed Fee shall include an estimate for required personnel hours shown for the Land Appraisal, hourly billing rates, sub-consultant (if applicable) markup costs, other direct costs (ODCs), and an estimated budget for the work.

All Respondents' submitted fees shall be honored until an agreement has been executed. Compensation will be based on an hourly rate with a fixed cost ceiling. Billing rate escalation shall be included in the overall proposed fee. During the agreement, billing rates may not be escalated unless the project's proposed schedule is significantly extended, at which time, new rates may be incorporated into the agreement; however, the cost ceiling shall remain the same. The cost ceiling shall only be modified as mutually agreed to by both the District and Respondent and as stipulated in the agreement due to changes in scope.

2024-25 FEE SCHEDULE / ADDITIONAL SERVICES

Provide a rate sheet for any work authorized by the District after delivery of the appraisal report. Include a fee schedule to provide optional additional services performed by us, if any, such as post-appraisal meetings, consultations, presentations/briefings, pre-trial conferences, court or briefing preparation, depositions, court appearances, etc., will be billed at the following rates for 2024.

HOURLY BILLING RATES

Staff and Qualifications	Hourly Rate (\$/Hr.)
Sr. Designated Member (MAI/SRA/AI-GRS/ARA)	
Designated Member (MAI/SRA/AI-GRS/ARA)	
Senior Appraiser	
Appraiser	
Researcher	
Administrative Support	
Court or briefing preparation, depositions, pre-trial conferences, court appearances, and related activities.	
Other:	

Rates shall be valid from October 1, 2024, through June 30, 2025.

Valuation Services, including appraisals, appraisal reviews, and waiver valuations, will be billed as lump sum services, with the fee determined upon receipt of the scope of work.

6. EVALUATION AND SELECTION CRITERIA

A. Evaluation Process

The District will evaluate and score the proposals using the following percent-weighted evaluation criteria shown in the Table below

<i>Evaluation Criteria</i>	<i>Percentage</i>
Firm Experience	20%
Key Team Experience	30%
Fee	50 %
Total	100%

7. PROFESSIONAL SERVICES AGREEMENT AND RELATED MATTERS

This RFP and the attached form of the Professional Services Agreement define the District's basic requirements and serve as the basis for submitting all Proposals in response to this RFP.

7.1 Professional Services Agreement

The District will expect the Selected Respondent to execute the attached form of the Professional Services Agreement for work, with only such changes as the District may approve in its sole discretion. Respondents should indicate any objections or requested changes to the form in their Proposals.

Each Respondent shall sign the Acceptance of Form of Professional Services Agreement ("**Acceptance**") in the form attached hereto as Exhibit B, with the fixed price otherwise indicated in the Respondent's Proposal. Any requested modifications to the form of the Professional Services Agreement must be indicated by checking the appropriate box in Exhibit B and attaching the addendum referenced therein clearly identifying the Respondent's proposed modifications. Respondents' proposed modifications to the form of the Professional Services Agreement must be made in a "Strikeout" or "Underline" format.

7.2 District's Right to Amend

District reserves the right to make such modifications or additions to the form of the Professional Services Agreement attached as Exhibit A to this RFP, as District may elect in its sole discretion prior to the execution thereof and thereafter as otherwise permitted by the Professional Services Agreement. Otherwise, the District reserves the right to make modifications or additions with the mutual consent of the Selected Respondent.

7.3 Selected Respondent's Refusal to Execute

If the Selected Respondent refuses to execute the form of Professional Services Agreement in substantially the form attached as Exhibit A to this RFP, as modified by its Proposal, the District may begin negotiations with the Respondent whose Proposal is determined to be the best alternative Proposal, determine that no such alternative exists, or exercise any other available right.

8. PROPOSAL PRE-SUBMITTAL INSTRUCTIONS

To submit questions and receive answers to questions in a timely manner and to be placed on the Distribution List for any and all Addendum/Addenda issued by the District, potential Respondents must follow the guidelines specified in this section. Only information supplied by the District in writing through this RFP and Addendum/Addenda, if any, may be used as the basis for preparation of Respondents' Proposals. The standard format for submission of Proposals to be used by Respondents is described in Section 5.

8.1 Deadline for Submittal of Written Questions

Potential Respondents may submit only written inquiries or requests regarding the intent and clarity of this RFP. Written questions should be submitted by email. The deadline for submitting the questions will be October 1, 2024, at 4:00 pm PST. Please send an email to ironhousesd@isd.us.com.

8.2 Addendum/Addenda to this RFP

The District reserves the right to interpret or change any provisions of this RFP at any time. Such amendments, if any, shall be issued as written Addendum/Addenda to this RFP.

Additionally, the District may prepare answers, in the form of an Addendum to this RFP, to questions addressed by the District and as the District otherwise deems appropriate. Written responses, in the form of an Addendum and amendments, if any, to this RFP will be emailed to the respondent. It is the sole responsibility of Respondent to ensure that it obtains all Addenda and acknowledges receipt of all Addenda in its Proposal.

8.3 Acknowledgment of Receipt of Addendum

Each Respondent is responsible for inquiring about the Addendum/Addenda issued by the District. All Addenda shall become part of this RFP, and all Respondents shall be bound by such Addenda, whether or not received by Respondent. Each Respondent must sign the Acknowledgment of Addendum Form ("**Acknowledgment**") attached to this RFP as Exhibit E and return the Acknowledgment Form with their Proposal Form. Failure to return the Acknowledgment Form shall constitute a presumption of withdrawal from the qualification process.

SECTION 9. PROPOSAL PREPARATION AND SUBMITTAL INSTRUCTIONS

This RFP and the attached form of the Professional Services Agreement define the District's basic requirements and serve as the basis for submitting all Proposals in response to this RFP.

9.1 Proposal Format

The proposal is required to contain the following information in addition to the requirements of 5. C Above.:

Section 1 – Project Organization

- Name of firm and subcontractors (if applicable), address, telephone number(s), email, name of responsible corporate officer(s), and office location where most of the day-to-day work will be accomplished.
- Brief description of responsibilities of key professional personnel, emphasizing experience directly related to responsibilities on this project.
- Indicate which team members will participate in each area of the work.

References

Provide at least two (2) reference projects for the key individuals on the project team.

This section should provide a short description of the project, the role of your firm or staff member, and the phone number of a specific contact person.

Resumes

Provide summary resumes of key professional personnel (not included in page count)

Pricing Proposal

All Respondents must provide a Pricing Proposal that identifies a not-to-exceed price for all “Basic Services” work under the PSA. The Pricing Proposal shall be for the provision of all Services under the PSA. The Pricing Proposal shall comply with the following requirements:

- **PRICING PROPOSAL.** A not-to-exceed dollar amount for all basic services required under the PSA, based on the parameters set forth in this RFP and the PSA. If Respondent believes other parameters are required to provide a not-to-exceed amount, Respondent shall specifically identify them in its Pricing Proposal.
- **REIMBURSABLE EXPENSES.** All reimbursable expenses must be included in the not-to-exceed proposed price.
- **ADDITIONAL SERVICES.** Billing rates for additional services.
- **OVERTIME.** Overtime must be included in Respondent’s not-to-exceed proposed price.
- **TRAVEL.** Travel time must be included in Respondent’s not-to-exceed proposed price.
- **SIGNATURE.** The handwritten signature of the Respondent.

Prior Litigation / Claims

If selected, Describe any litigation or claims threatened, filed, or filed then settled against Respondent in the past five years. Provide a description of any litigation or claims threatened or filed by your firm or filed then settled in the past five years. If the litigation or claim has been resolved, describe the resolution. If the litigation or claim is pending, describe the status.

The respondent must also provide a list of all projects for which Respondent failed to complete any work awarded, with an explanation of the circumstances.

Financial and Related Information

Respondent is required to demonstrate that it is financially qualified to undertake the Services defined by this RFP. If selected, Respondent must submit audited and/or reviewed financial statements for the most recently completed three fiscal years.

Respondent must also provide a letter from its insurance broker attesting to their willingness to provide the required insurance coverages described in the Professional Services Agreement.

Discretionary Supplemental Materials

Respondent may include in its Proposal submittal, on a discretionary basis, other materials that it believes may improve the quality of its Proposal. Respondent must include an explanation of the relevancy of the other materials to the Proposal. Marketing brochures (if applicable to the specific Services for this Project) may be provided as a separate submittal.

Miscellaneous Procedures

Each copy of the transmittal letter and Acceptance must contain an original signature. Proposals submitted by partnerships must be signed with the partnership name, followed by the signature and designation of the partner signing. Proposals submitted by corporations must be signed with the legal name of the corporation followed by the name of the state of incorporation. Two signatures are required for corporations, as follows: the signature of the president, the chair of the board or any senior vice president or vice president AND the signature of the secretary, any assistant secretary, the chief financial officer, or any assistant treasurer of the corporation, or titled employees having the signature authority for the dollar value of Agreement. The name of each signatory must be typed below the signature names.

District may interview any or all of the client references provided by Respondent. Submittal of a Proposal constitutes Respondent's consent for the District to conduct reference checks and reasonable investigation of all information provided by Respondent.

All Proposals and accompanying documentation submitted by Respondents become the property of the District and, except as otherwise provided in this RFP, will not be returned.

Proposals may not be amended after submission.

Proposal Submission

5.2.3.1 It is the sole responsibility of Respondent to see that its Proposal is received in proper time.

5.2.3.2 Respondent shall carefully examine the instructions contained herein and satisfy itself as to the conditions with which it must comply prior to submitting its Proposal, and to the conditions affecting the award of contract.

5.2.3.3 If more than one Proposal is offered by any individual, firm, partnership, corporation, association, or any combination thereof, under the same or different names, all such Proposals shall be rejected.

5.2.3.4 All Respondents are hereby notified that any collusive agreement fixing prices so as to control or affects the awarding of this contract is in violation of the competitive bid requirements of State law and may render void any contract let under such circumstances.

5.2.3.5 Proposed prices shall be in effect for one hundred twenty (120) days from the date of Price Proposal submission.

9.2 Proposal Withdrawal

Any Respondent to this RFP may withdraw a Proposal by written notice delivered to the Project Manager before the due date and time specified for receipt of Proposals. The Respondent must, in person, retrieve the entire sealed submission package. Another Proposal may be submitted prior to the deadline. A Proposal may not be changed after the designated deadline for submission of Proposals.

9.3 Irregular Proposals

A Proposal may be rejected if it shows any alteration of form, additions not called for, conditional Proposals, incomplete Proposals, erasures, or irregularities of any kind. If the Proposal amount is changed after the amount is originally inserted, the change must be initialed.

9.4 District's Right To Reject or Terminate RFP

District expressly reserves the right to further consider, accept or reject any or all Proposals submitted in response to this RFP; to request additional information or clarification of information submitted; to cancel or modify, in part or in its entirety, this RFP, or to request new Proposals or pursue any other means for obtaining the services contemplated by this RFP and/or the Professional Services Agreement.

SECTION 10. PROPOSAL EVALUATION AND SELECTION PROCESS

10.1 Selection Committee

The district will appoint a Selection Committee to review and evaluate all Proposals, contact Respondents as required, request a Respondent to modify its proposed modifications to the Professional Services Agreement, and make recommendations regarding the selection of a Selected Respondent. The Selection Committee may consist of District staff and others designated by the District.

District reserves the right, in its sole discretion, to waive minor irregularities, and to waive mandatory requirements provided that all of the otherwise responsive Proposals fail to meet the same mandatory requirements and the failure to do so does not otherwise materially affect this RFP and selection process.

District reserves the right to modify or suspend any and all aspects of the selection process indicated in this RFP, to waive any defects as to form or content of this RFP, or to reject any or all Proposals.

10.2 Evaluation Process

Proposals will be evaluated on a comparative, competitive, qualification basis, based upon the RFP's submittal requirements, including the experience, organization and qualifications of the firm and individuals proposed, and the offered price. Specific evaluation criteria will include:

- The ability, capacity, and skill of the Respondent to perform the Professional Services Agreement and perform the Services;
- The type of Services needed by the District in light of the nature of the project and budgetary issues;
- The experience of Respondent preparing Appraisal of similar scope;
- The years, number and types of projects the Respondent has previously worked on;
- The ability of the Respondent to effectuate the Services within the time specified, without delay;
- The character, integrity, reputation, judgment, experience, and efficiency of the Respondent;
- Respondent's claims/litigation experience;
- Whether the Respondent has satisfactorily performed the full range of Services required by this Project on other projects;
- Any other factor deemed to be relevant, in the District's sole discretion.

During the evaluation process, the Selection Committee may conduct independent research, request additional relevant information specific to the evaluation process, and seek assistance from reliable sources to clarify, explain, or otherwise participate in the evaluation process without issuing an Addendum. Proposals will not be ranked based solely on cost. The Selection Committee shall decide based on committee members' analysis and assessment of each Proposal's positive, neutral, and negative attributes.

The process, procedures and evaluation criteria used by District staff and the Selection Committee in developing and issuing this RFP and evaluating the Proposals received for purposes of making a recommendation to the Board shall be determined in the sole discretion of the District. Respondents shall have no rights whatsoever regarding the processes and

procedures used by the District relating to this RFP or the manner in which a Respondent is selected by either the Selection Committee or the Board, provided their decisions are not arbitrary and capricious, and there is some reasonable basis for the selection(s) made.

District reserves the right to conduct its own due diligence of the Respondent member prior to selection of a Selected Respondent including, without limitation, reference checks.

10.3 Selection Process

Based on the results of the evaluation process, District staff will recommend a Respondent to the District's Board. District staff will identify the Selected Respondent to be recommended to the Board and will use reasonable efforts to deliver notice to each Respondent who submitted Proposals no later than the business day after posting, although any delay or failure to do so will not extend the Proposal protest period described below.

The Board, in its sole discretion, may either approve, reject, or approve or reject with conditions, the District staff's recommendations. District reserves the right to modify the Proposal criteria outlined in this RFP.

Respondents to this RFP are instructed not to contact elected officials, District staff or members of the Selection Committee regarding the selection process. Efforts to lobby or influence individuals involved in this selection process may, at District's sole discretion, result in dismissal from further consideration.

10.4 Right to Protest

Respondents that the District otherwise determines are responsive and responsible have the right to protest; protests from any other Respondent will not be considered. Any protest must be delivered to the Ironhouse District's Office at 450 Walnut Meadows Drive, Oakley, California 94561, Attn: Tyson Zimmerman, AGM by 4:00 pm of the 7th calendar day following District staff's identification of the Selected Respondent to be recommended to the Board, and satisfy the following requirements:

- a. The initial protest must contain a complete statement of the basis for the protest.
- b. The protest must refer to the specific portion of the document that forms the basis for the protest.
- c. The protest must include the name, address, and telephone number of the person representing the protesting party.
- d. The party filing the protest must concurrently transmit a copy of the initial protest document and any attached documentation to all other parties with a direct financial interest that may be adversely affected by the outcome of the protest. Such parties shall include all other Respondents who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest.
- e. The procedure and time limits set forth in this paragraph are mandatory and are a Respondent's sole and exclusive remedy in the event of a Proposal protest. Respondent's failure to comply with these procedures shall constitute a waiver of any right to further

pursue the Proposal protest, including filing a Government Code Claim or legal proceedings. A Respondent may not rely on a protest submitted by another Respondent but must timely pursue its own protest.

10.5 Post Approval Procedures

The Professional Services Agreement will be finalized promptly following Board approval of a final Respondent. In the event that the approved Respondent fails or refuses to sign a Professional Services Agreement acceptable to the District, District reserves the right to finalize a Professional Services Agreement with another qualified Respondent without undertaking a new RFP process or exercise any other available right. The time for awarding the contract may be extended by the District.

SECTION 11. CONDITIONS GOVERNING THIS RFP

11.1 Confidentiality

District has made a determination in accordance with Government Code Section 6255 that all Proposals submitted in response to this RFP shall not be made public by District until after District has executed a Professional Services Agreement with the Selected Respondent. In the event a Respondent wishes to claim portions of its Proposal exempt from disclosure under the Public Records Act, it is incumbent upon Respondent to clearly identify those portions with the word "confidential" printed on the lower right-hand corner of the page, along with a written justification as to why such information should be exempt from disclosure. However, District will make a decision based upon applicable laws.

District shall notify Respondent of any materials or information that District does not believe are entitled to exemption from the Public Records Act, and Respondent shall have five (5) business days from such notice to:

- withdraw its Proposal;
- withdraw such information from its Proposal; or
- withdraw such information and replace it with substituted information for which Respondent does not claim an exemption.

Proprietary or confidential data must be readily separable from the Proposal in order to facilitate eventual public inspection of the non-confidential portion of the Proposal. Confidential data is normally restricted to confidential financial information. The cost of Services shall not be designated as proprietary or confidential information.

11.2 Insurance

As set forth in Professional Services Agreement Exhibit A, insurance coverage shall be at least as broad as:

- 11.2.1 General Liability: FIVE MILLION DOLLARS (\$5,000,000.00) combined single limit per occurrence for bodily injury, personal injury, and property damage.

11.2.2 Auto Liability: Owned/Non-owned automobile liability insurance providing combined single limits covering bodily injury liability with limits of no less than ONE MILLION DOLLARS (\$1,000,000.00) per accident and providing property damage liability of no less the ONE MILLION DOLLARS (\$1,000,000.00) per accident.

11.2.3 Workers' Compensation Insurance: Workers' Compensation Insurance as required by the Labor Code of the State of California.

11.2.4 Professional Liability Insurance: Professional Liability Insurance with a minimum limit of \$5,000,000.00 per claim and in the aggregate.

11.2.5 Additional Insured Endorsements: The consultant shall name the District, the District's board members, and their respective officials, officers, directors, agents and employees as additional insureds on their commercial general liability and automobile insurance policies.

11.3 Applicable Laws/Miscellaneous

Respondents are required to sign and submit the Authorization (Exhibit D), stating their agreement to comply with the following terms and conditions of this RFP:

- a. The Selected Respondent shall maintain professional licenses required by the laws of the State of California at all times while performing Services for the Project.
- b. The Selected Respondent shall comply with the laws of the State of California requiring employers to insure against liability for Worker's Compensation while performing Services for this Project.
- c. All Services shall comply with all statutes, ordinances, regulations, codes, and requirements of all governmental entities, including federal, state, District, and municipal entities, relating to the Project.
- d. This RFP and any resultant Professional Services Agreement shall be governed by the laws of the State of California. The parties agree to the jurisdiction and venue of the appropriate courts in the County of Solano and the State of California.
- e. All data and information provided by District or referred to in this RFP is furnished for the convenience of interested parties in preparing a Proposal. The Respondent shall defend, indemnify and hold harmless District from any and all liability, claims, or expenses whatsoever, incurred by, or on behalf of, the Respondent's response to this RFP. District expressly disclaims any and all liability for representation or warranties, express or implied, contained in the RFP or any other written or oral communication transmitted or made available to interested parties, including any errors of omission.

LIST OF ATTACHMENTS

- Exhibit B Acceptance of Form of Professional Services Agreement
- Exhibit C Acknowledgement of Receipt of RFP Form
- Exhibit D Proposal Authorization
- Exhibit E Acknowledgement of Addendum
- Exhibit F Conceptual Scope of Work

Attached as separate PDF files for Exhibits A, G, H, I, and J.

- Exhibit A Form of Professional Services Agreement
- Exhibit G: MBK Engineers study of water Rights for Jersey Island and RD-830.
- Exhibit H: List of APNs for all the parcels for Jersey Island.
- Exhibit I: Lease agreements for farming and grazing on Jersey Island.
- Exhibit J: Land Appraisal from BRI for Mitigation Bank on Jersey Island.

FORM OF PROFESSIONAL SERVICES AGREEMENT

INCLUDED AS A SEPARATE FILE

ACCEPTANCE OF FORM OF PROFESSIONAL SERVICES AGREEMENT

NAME OF RESPONDENT _____

The above Respondent hereby agrees to sign Professional Services Agreement substantially similar to the form of Professional Services Agreement attached to the RFP as Exhibit A, or has attached proposed modifications to the form of Professional Services Agreement as an Addendum to this signed Acceptance.

[Respondent must check one of the following boxes, and complete if applicable]

- ☐ Respondent's proposed modifications to the Professional Services Agreement are attached as Attachment[s] **[complete as applicable]** to this signed Acceptance, pursuant to the "Strikeout" or "Underline" format described in RFP Section 3.1.
- ☐ Respondent has no proposed modifications to the Professional Services Agreement.

Signature: _____

Print Name: _____

Title: _____

Date: _____

Exhibit C

ACKNOWLEDGMENT OF RECEIPT OF RFP FORM

In acknowledgment of receipt of this Request for Qualifications / Request for Proposal of the Ironhouse Sanitary District for Land Appraisal (“**RFP**”), the undersigned Respondent agrees that it has received a complete copy, beginning with the Title Page and Table of Contents and ending with Exhibit E.

This Acknowledgment of Receipt of RFP Form must be signed and returned to the Project Manager indicated at Ironhousesd@isd.us.com . Only interested parties who elect to return this Acknowledgment of Receipt of RFP Form completed with the indicated intention of submitting a Proposal will be placed on the distribution list for any and all notices regarding the RFP. The name and address provided below will be used for all written correspondence related to the RFP.

Firm: _____

Contact Name: _____

Title: _____

Telephone: _____

Facsimile: _____

E-mail: _____

Address: _____

City: _____ State: _____ Zip: _____

Signature: _____

Print Name: _____

Title: _____

Date: _____

This entity does ☐/does not ☐ intend to respond to this RFP [check appropriate box].

The respondent must return this signed form to the Project Manager at Ironhousesd@isd.us.com.

PROPOSAL AUTHORIZATION

NAME OF RESPONDENT _____

1. The above-named Respondent is a Respondent to the Request for Qualifications / Request for Proposals of the Ironhouse Sanitary District for professional services to prepare **a Land Appraisal for Jersey Island (“RFP”)** and possesses the legal authority to submit this Proposal.

2. The undersigned is authorized to conduct all negotiations for and legally bind the Respondent in all matters relating to this Proposal submittal.

3. The undersigned has reviewed, understands, is able to comply with, and agrees to be bound by the General Conditions Governing the RFP described in Section 7 of the RFP.

4. The undersigned grants the District a right to conduct reference checks and reasonable investigation of all information provided by the Respondent.

5. The undersigned certifies that this Proposal is irrevocable until 120 days after its submission date.

Signature: _____

Print Name: _____

Title: _____

Date: _____

ACKNOWLEDGMENT OF ADDENDUM FORM (“ACKNOWLEDGMENT”)

TO THE IRONHOUSE SANITARY DISTRICT

THIS ACKNOWLEDGMENT IS SUBMITTED BY:

_____ (Firm/Company Name)

1. In submitting this Proposal, Proposer represents that the Proposer has examined all of the Contract Documents and the following Addenda (receipt of all of which is hereby acknowledged).

Addendum Number	Addendum Date	Signature of Proposer

Exhibit F:

DRAFT APPRAISAL SCOPE OF WORK

The appraisal's intended use is to determine the property's current market value for acquisition negotiations in preparation for a potential sale of the Island. The valuation shall include the water rights associated with Jersey Island and those associated with RD-830.

The market value definition to be used in the report is from the Office of the Comptroller of the Currency, State of California. CFR Title 12, Part 34, Subpart C, § 34.42 Definitions.

Provide the most probable price that a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

1. Buyer and seller are typically motivated;
2. Both parties are well informed or well advised and acting in what they consider their own best interests;
3. A reasonable time is allowed for exposure in the open market;
4. Payment is made in terms of cash in U.S. dollars or terms of financial arrangements comparable thereto; and
5. The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

The appraisal shall be reported in an Appraisal Report format, including the investigation, data, and analysis supporting our conclusion. The appraisal shall be prepared in conformance with and subject to the requirements of the Code of Professional Ethics and the Standards of Professional Practice of the Appraisal Institute, which fully incorporate the Uniform Standards of Professional Appraisal Practice (USPAP) of the Appraisal Foundation and applicable laws.

The primary steps in completion of the fair market value appraisal of the property rights to the Jersey Island to be acquired include, but are not limited, to the following:

- The Jersey Island is comprised of approximately 3,600 acres.
- The appraisal shall be of the market value of the fee simple interest in Jersey Island, as of the date of value, subject to all property taxes, assessments (levee assessment), easements, leases, and licenses of record.
- The fee simple interest in the Jersey Island shall also be subject to any Owner facilities and infrastructure located thereon for which easements shall be reserved by Owner.
- The fee simple interest in the Jersey island is to be valued in its "as-is, where is, with all faults" with respect to physical/environmental conditions as of the date of value.

- The Jersey Island shall provide for continued access to the levee road located thereon to the Owner, RD830, Delta Ferry Authority, and other entities having a right of ways to access their utilities.
- Buyer's intended use of Jersey Island and the cost and expense of securing necessary land use entitlements for such use shall not be considered in determining market value.
- Onsite physical inspection of the Jersey Island.
- Visual inspection of the comparable market data.
- Study of community and neighborhood in which the subjects are located.
- Collection of data from appropriate governmental agencies.
- Verification of market data with sources knowledgeable with the pertinent details of the transaction.
- Preparation of initial draft appraisal report for review and comment by Owner and Buyer.
- Preparation of final appraisal report following consideration of comments, if any, from Owner and Buyer.
- Assignment to be completed before December 31, 2024.
- Preliminary Title Report and exceptions that affect real estate value.

Notes:

- 1) Mitigation Investment Holdings (MIH) has made an offer to purchase some parcels on Jersey island to establish and build a Giant Garter Snake (GSS) Mitigation Parcel. The GGS Mitigation Parcel comprises approximately 189 acres and is not legally created at this time. A land appraisal by Bender Rosenthal Inc. (BRI) estimated that the 189 acres were valued at \$4,000/Ac. This transaction is currently going through CEQA review. See Exhibit J.
- 2) The District owns and operates an underground effluent pipe that discharges wastewater treatment plant effluent to the San Joaquin River via an NPDES permit. The District will want to retain that pipeline's right of way and maintenance easement.
- 3) The District uses and has permitted approximately 100 acres of land to dispose of the Biosolids from the Treatment plant process. The District will want to retain that land area's right of way and maintenance easement.
- 4) The District does not own the mineral rights under Jersey Island.
- 5) The District and Reclamation District 830 own and operate several river water pump stations, which are used for agricultural irrigation under water rights.
- 6) RD 830 also owns and operates a drainage pump station
- 7) Auburn Ravine Ranch, Inc., is leasing approximately 2739 acres for grazing and crop farming. The contract is for five years, starting in 2022 and ending in 2027, and pays \$850,000/year. See Exhibits H1 and H2.

END OF RFP