

**REPORT/RECOMMENDATION TO THE BOARD OF SUPERVISORS
OF SAN BERNARDINO COUNTY
AND RECORD OF ACTION**

January 13, 2026

FROM

TERRY W. THOMPSON, Director, Real Estate Services Department

SUBJECT

Contracts for On-Call Right of Way and Appraisal Services

RECOMMENDATION(S)

1. Approve a contract with each of the following consultants, for on-call right of way services on an as-needed basis, for the period of January 13, 2026 through January 12, 2031, in an amount not to exceed \$3,500,000 per contract:
 - a. Epic Land Solutions, Inc., including non-standard terms **(Agreement No. 26-15)**
 - b. OPC Properties, Inc. **(Agreement No. 26-16)**
 - c. Paragon Partners Consultants, Inc., including non-standard terms **(Agreement No. 26-17)**
2. Approve a contract with each of the following consultants, for on-call appraisal services on an as-needed basis, for the period of January 13, 2026 through January 12, 2031, in an amount not to exceed \$2,500,000 per contract:
 - a. CBRE, Inc., including non-standard terms **(Agreement No. 26-18)**
 - b. Curtis-Rosenthal, Inc. **(Agreement No. 26-19)**
 - c. Epic Land Solutions, Inc., including non-standard terms **(Agreement No. 26-20)**
 - d. Hodges Lacey & Associates LLC **(Agreement No. 26-21)**
 - e. Moore Real Estate Group, Inc. **(Agreement No. 26-22)**
 - f. Worth Valuations, LLC **(Agreement No. 26-23)**
3. Authorize the Director or the Acquisitions and Right of Way Manager of the Real Estate Services Department to execute work orders and work order amendments for services pursuant to the foregoing contracts, provided that the aggregate work orders do not exceed \$3,500,000 per contract for right of way services and \$2,500,000 per contract for appraisal services, and to verify the respective consultant's satisfactory completion of services for each work order.
4. Authorize the Director of the Real Estate Services Department to exercise contract termination rights, and approve and execute non-substantive amendments, such as consultant requested contract assignments for each of the contracts in Recommendation Nos. 1 and 2, subject to County Counsel review.
5. Direct the Director of the Real Estate Services Department to transmit any non-substantive amendments to the contracts in Recommendation Nos. 1 and 2 to the Clerk of the Board of Supervisors within 30 days of execution.

(Presenter: Terry W. Thompson, Director, 387-5000)

COUNTY AND CHIEF EXECUTIVE OFFICER GOALS & OBJECTIVES

Improve County Government Operations.

Operate in a Fiscally-Responsible and Business-Like Manner.

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FINANCIAL IMPACT

Approval of this item will not result in the use of Discretionary General Funding (Net County Cost). The Real Estate Services Department (RESD) manages real estate acquisitions and dispositions on behalf of all of the departments within the County, as well as its separate legal entities. As such, RESD will oversee on-call right of way and appraisal services under the proposed contracts, on behalf of these departments, although the departments will be responsible for payment of the services rendered.

The nine contracts between the County and each consultant for on-call right of way or appraisal services, for the period from January 13, 2026 through January 12, 2031, shall not exceed \$3,500,000, per contract for right of way services, or \$2,500,000, per contract for appraisal services. The total not to exceed aggregate amount of all right of way and appraisal service contracts is \$25,500,000. Payment for the services will be made by the respective departments receiving the services at the time the work is performed.

BACKGROUND INFORMATION

RESD manages all of the real property acquisitions and dispositions for the County and its separate legal entities, ensuring compliance with all applicable regulations as well as federal and state grant funding requirements for the County's real estate transactions. The right of way and appraisal consultants will be utilized on projects based on specific tasks and assignments, location and availability, and consideration of each consultant's technical specialties. Right of way services include preparation of offer packages and acquisition agreements, preparation of acquisition instruments (deeds), property owner negotiations, and other tasks as assigned. Appraisal services include appraisal and other supporting valuation services. California Department of Transportation (Caltrans) funded and certified projects are excluded from these contracts, as those projects will have a separate procurement process.

Approval of this item will award a total of nine contracts, comprised of three contracts between the County and each right of way consultant, which shall not exceed \$3,500,000 per contract for a period of January 13, 2026 through January 12, 2031, to provide right of way services for the County, and six contracts between the County and each appraisal consultant, which shall not exceed \$2,500,000 per contract for a period of January 13, 2026 through January 12, 2031, to provide appraisal services for the County.

Recommendation No. 3 of this item will authorize the Director or the Acquisitions and Right of Way Manager of RESD to execute work orders and work order amendments for services pursuant to the contracts, provided that the aggregate work orders do not exceed \$2,500,000 per contract for appraisal services or \$3,500,000 per contract for right of way services, and to verify the respective consultant's satisfactory completion of services for each work order. RESD currently does not have an Assistant Director, and the Acquisitions and Right of Way Manager reports directly to the Director. Granting delegated authority to this position will help expedite the approval of work orders.

Recommendation No. 4 of this item will authorize the RESD Director to exercise contract termination rights and approve and execute non-substantive amendments for all contracts to enhance efficiency and flexibility in the contract administrative process. This approach mitigates potential delays for contract terminations and non-substantive matters, such as consultant requested contract assignments, while ensuring that all contracts comply with Board-approved standards.

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The on-call right of way contract and the on-call appraisal services contract with Epic Land Solutions, Inc., negotiated by the parties, include the following non-standard contract terms:

1. The indemnification provision states that if liability is caused by the comparative active negligence or willful misconduct of the County or their officers, officials, employees, agents, or volunteers, then the consultant's indemnification and defense obligations shall not exceed the consultant's proportionate percentage of fault.
 - The County standard contract and indemnification provision do not include a provision that, under these circumstances, limits consultant's indemnification and defense obligations to their proportionate percentage of fault.
 - Potential Impact: If liability is caused by the comparative active negligence or willful misconduct of the County or their officers, officials, employees, agents, or volunteers, then the consultant will only be contractually required to indemnify and defend the County up to consultant's proportionate percentage of fault. This may result in less contractual defense and indemnity coverage by the consultant to the County.
2. In the event of a non-cured breach by consultant, the County may, in its sole discretion, take certain actions, including termination of the contract; however, in the event of termination, the County may proceed with the work, but the cost deducted from any sum due to the Consultant under this contract shall not exceed the contract amount.
 - The County's standard contract states that in the event the County terminates the contract due to the consultant's breach, the County may proceed with the work and this cost shall be deducted from any sum due to the consultant, and any balance shall be paid by the Consultant upon demand.
 - Potential Impact: If the consultant were to breach the agreement and the County proceeds with the work, the consultant has limited its liability to the contract amount.

The on-call right of way contract with Paragon Partners Consultants, Inc., negotiated by the parties, includes the following non-standard contract term:

The indemnification provision states that if liability is caused by the comparative active negligence or willful misconduct of the County or their officers, officials, employees, agents, or volunteers, then the consultant's indemnification and defense obligations shall not exceed the consultant's proportionate percentage of fault.

- The County standard contract and indemnification provision do not include a provision that, under these circumstances, limits consultant's indemnification and defense obligations to their proportionate percentage of fault.
- Potential Impact: If liability is caused by the comparative active negligence or willful misconduct of the County or their officers, officials, employees, agents, or volunteers, then the consultant will only be contractually required to indemnify and defend the County up to consultant's proportionate percentage of fault. This may result in less contractual defense and indemnity coverage by the consultant.

The on-call appraisal contract with CBRE, Inc., negotiated by the parties, includes the following non-standard contract term:

The indemnification provision states that if liability is caused by the comparative active negligence or willful misconduct of the County or their officers, officials, employees, agents, or volunteers, then the consultant's indemnification and defense obligations shall not exceed the consultant's proportionate percentage of fault.

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- The County standard contract and indemnification provision do not include a provision that, under these circumstances, limits consultant’s indemnification and defense obligations to their proportionate percentage of fault.
- Potential Impact: If liability is caused by the comparative active negligence or willful misconduct of the County or their officers, officials, employees, agents, or volunteers, then the consultant will only be contractually required to indemnify and defend the County up to consultant’s proportionate percentage of fault. This may result in less contractual defense and indemnity coverage by the consultant.

RESD recommends approval of the above agreements, including the non-standard terms, due to the immediate need for these services.

PROCUREMENT

The County Administrative Office approved and authorized the release of Request for Proposals (RFP) RESD125-RES-5860 through the County’s e-Procurement (ePro) network on May 7, 2025. The RFP opening date was set for June 11, 2025, and a total of 16 vendors submitted proposals by the deadline.

Proposals
Bender Rosenthal, Inc.
CBRE, Inc.
Curtis-Rosenthal, Inc.
Epic Land Solutions, Inc.
Hawran & Malm, LLC
Hodges Lacey & Associates LLC
Interwest Consulting Group, Inc.
Michael Frauenthal & Associates, Inc.
Moore Real Estate Group, Inc.
OPC Properties, Inc.
Paragon Partners Consultants, Inc.
Riggs & Riggs, Inc.
R.P. Laurain & Associates, Inc.
Santolucito Dore Group, Inc.
Thomas Appraisal Corp.
Worth Valuations, LLC

An evaluation committee comprised of representatives from RESD evaluated proposals based on qualifications, experience with public agencies and right of way projects, and property valuations and negotiations for real property transactions. Two of the submitted proposals did not meet the proposal criteria and were considered non-responsive. Based on the overall scoring of the proposals from the evaluation committee, five Right of Way consultants and 11 appraisal consultants were recommended for five-year agreements with the County. On November 4, 2025 (Item No. 41), the Board approved two Right of Way and five appraisal contracts. This item will approve the remaining three Right of Way and six appraisal contracts.

The consultants not recommended for contract award were notified and advised of the opportunity to submit a formal written protest based on the criteria in the RFP. No protests were received during the RFP process and the Purchasing Department supports the recommendations.

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REVIEW BY OTHERS

This item has been reviewed by County Counsel (Agnes Cheng, Deputy County Counsel, and Scott Runyan, Principal Assistant County Counsel, 387-5455) on October 29, 2025; Risk Management (Stephanie Pacheco, Staff Analyst II, 386-9039) on October 23, 2025; Purchasing (Ariel Gill, Supervising Buyer, 387-2070) on December 30, 2025; and County Finance and Administration (Eduardo Mora, Administrative Analyst, 387-4376) on January 5, 2026.

(BF: 361-8976)

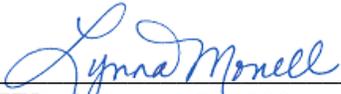
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Record of Action of the Board of Supervisors
San Bernardino County

APPROVED (CONSENT CALENDAR)

Moved: Curt Hagman Seconded: Joe Baca, Jr.
Ayes: Col. Paul Cook (Ret.), Jesse Armendarez, Dawn Rowe, Curt Hagman, Joe Baca, Jr.

Lynna Monell, CLERK OF THE BOARD

BY 
DATED: January 13, 2026



cc: RESD - Thompson w/agree
 Contractor - c/o RESD w/agree
 File - w/agree
MBA 01/15/2026