



CONTRACT RENEWAL

#5236-23-DH

Date: April 13, 2023

Firm: Transportation Resource Services, Inc.

Description: 3rd Year Contract Renewal for Contract for Professional Right of Way Acquisition Services

Congratulations, you have been awarded the third (3rd) and final renewal option for contract #5236-23-DH **Contract for Professional Right of Way Acquisition Services**, dated April 16, 2023, 2023.

The Firm shall provide to City of Grand Junction the products and/or services set forth in the Contract Documents dated April 16, 2020, for Solicitation RFP-4760-20-DH for Contract for Professional Right of Way Acquisition Services, in accordance with the original contract documents. This renewal shall cover the entire 2023 calendar year.

Please notify Kenneth Haley, City of Grand Junction Public Works Engineering Manager at (970) 244-1543, or via e-mail kennethh@gjcity.org for scheduling.

Please send your current Certificate of Insurance to the Purchasing Division.

CITY OF GRAND JUNCTION, COLORADO

DocuSigned by:
Duane Hoff Jr.
3F789E7D50F148C

Duane Hoff Jr., Contract Administrator

ACKNOWLEDGEMENT

Receipt of this Contract Renewal is hereby acknowledged:

Firm: Transportation Resource Services, Inc. d/b/a TRS Corp.
By: DocuSigned by:
Brad Rodenberg Brad Rodenberg
C6088CCF8436429
Title: Vice President
Date: 4/13/2023



CONTRACT RENEWAL

#4967-22-DH

Date: November 1, 2021

Supplier: Transportation Resource Services, Inc.

Project: 2nd Year Contract Renewal for Contract for Professional Right of Way Acquisition Services

Congratulations, you have been awarded the 2nd year renewal option for contract #4967-22-DH Contract for Professional Right of Way Acquisition Services, dated November 1, 2021.

The Contractor shall provide to City of Grand Junction the products and/or services set forth in the Contract Documents dated April 16, 2020 for Solicitation No. RFP-4760-20-DH for Contract for Professional Right of Way Acquisition Services, as per the original contract documents. This renewal shall cover the entire 2022 calendar year.

CITY OF GRAND JUNCTION, COLORADO

DocuSigned by:
Duane Hoff Jr., Senior Buyer - City of Grand Junction
31789E7D50F7183C
Duane Hoff Jr., Senior Buyer

SUPPLIER ACKNOWLEDGEMENT

Receipt of this Contract Renewal is hereby acknowledged:

Contractor: Transportation Resource Services, Inc. d/b/a TRS Corp.

By: DocuSigned by:
Brad Rodenberg, Vice President - Transportation Resource Services **Brad Rodenberg, Vice President - Transportation Resource Services**

Title: Vice President

Date: 11/1/2021



CONTRACT RENEWAL

#4918-21-DH

Date: May 26, 2021

Supplier: Transportation Resource Services, Inc.

Project: 1st Year Contract Renewal for Contract for Professional Right of Way Acquisition Services

Congratulations, you have been awarded the 1st year renewal option for contract #4918-21-DH Contract for Professional Right of Way Acquisition Services, dated May 26, 2021.

The Contractor shall provide to City of Grand Junction the products and/or services set forth in the Contract Documents dated April 16, 2020 for Solicitation No. RFP-4760-20-DH for Contract for Professional Right of Way Acquisition Services, as per the original contract documents. This renewal shall cover the entire 2021 calendar year.

CITY OF GRAND JUNCTION, COLORADO

DocuSigned by:
Duane Hoff Jr., Senior Buyer - City of Grand Junction
97769E7D00F18C...
Duane Hoff Jr., Senior Buyer

SUPPLIER ACKNOWLEDGEMENT

Receipt of this Contract Renewal is hereby acknowledged:

Contractor: Transportation Resource Services, Inc. d/b/a TRS Corp.

By: DocuSigned by:
Brad Rodenberg, Vice President - Transportation Resource Services Brad Rodenberg, Vice President - Transportation Resource Services

Title: vice president

Date: 5/26/2021 | 10:40 PDT



LETTER OF INTENT

Date: March 18, 2020

Company: Transportation Resource Services, Inc.

Project: Contract for Professional Right of Way Acquisition Services RFP-4760-20-DH

Based upon review of the proposal responses received for Contract for Professional Right of Way Acquisition Services RFP-4760-20-DH, your company has been selected as the preferred proposer as the "Primary" award of this solicitation process.

This project must be approved by the City Council prior to award and a contract being issued.

Upon receipt of a fully signed contract, please provide the Purchasing Division your Insurance Certificate, as per the solicitation documents.

Please feel free to contact me with any questions at 970-244-1545.

Thank you and Best Regards

A handwritten signature in black ink, appearing to read "Duane Hoff Jr.", written in a cursive style.

Duane Hoff Jr., Senior Buyer



CITY OF GRAND JUNCTION, COLORADO

CONTRACT

This CONTRACT made and entered into this 16th day of April, 2020 by and between the **City of Grand Junction, Colorado**, a government entity in the County of Mesa, State of Colorado, hereinafter in the Contract Documents referred to as the "Owner" and **Transportation Resource Services, Inc.** hereinafter in the Contract Documents referred to as the "Firm."

WITNESSETH:

WHEREAS, the Owner advertised that sealed Responses would be received for furnishing all labor, tools, supplies, equipment, materials, and everything necessary and required for the Project described by the Contract Documents and known as **Contract for Professional Right of Way Acquisition Services RFP-4760-20-DH.**

WHEREAS, the Contract has been awarded to the above named Firm by the Owner, and said Firm is now ready, willing and able to perform the Services specified in the Notice of Award, in accordance with the Contract Documents;

The Owner reserves the right to make multiple awards to firms that are responsive and responsible to this solicitation process. The Owner shall utilize the **Primary (Transportation Resource Services, Inc.)** awarded Firm whenever possible. However, through this method, should the Primary awarded Firm be unable to fulfill their contract at any given time, it shall allow the Owner to utilize the **Secondary (HDR Engineering, Inc.)** awarded Firm to fulfill the Owner's needs. All Firms understand and agree that they shall hold their pricing for the entire contract period. It is further understood that awarded Firms shall, and are obligated to, inform the Owner if they cannot fulfill any given request received in accordance to the Contract Documents.;

NOW, THEREFORE, in consideration of the compensation to be paid the Firm, the mutual covenants hereinafter set forth and subject to the terms hereinafter stated, it is mutually covenanted and agreed as follows:

ARTICLE 1

Contract Documents: It is agreed by the parties hereto that the following list of instruments and documents which are attached hereto, bound herewith, or incorporated herein by reference constitute and shall be referred to either as the "Contract Documents" or the "Contract", and all of said instruments and documents taken together as a whole constitute

the Contract between the parties hereto, and they are fully a part of this agreement as if they were set out verbatim and in full herein:

The order of contract document governance shall be as follows:

- a. The body of this contract agreement;
- b. Solicitation Documents for the Project; **Contract for Professional Right of Way Acquisition Services;**
- c. Firms Response to the Solicitation;
- d. Services Change Requests (directing that changed Services be performed);
- e. Amendments.

ARTICLE 2

Definitions: The clauses provided in the Solicitation apply to the terms used in the Contract and all the Contract Documents.

ARTICLE 3

Contract Services: The Firm agrees to furnish all labor, tools, supplies, equipment, materials, and all that is necessary and required to complete the tasks associated with the Services described, set forth, shown, and included in the Contract Documents as indicated in the Solicitation Document.

ARTICLE 4

Contract Price and Payment Procedures: The Firm shall accept as full and complete compensation for the performance and completion of all of the Services specified in the Contract Documents, the rate amounts as stated in the Firm's submitted Best and Final Offer. If this Contract contains unit price pay items, the Contract Price shall be adjusted in accordance with the actual quantities of items completed and accepted by the Owner at the unit prices quoted in the Solicitation Response. The amount of the Contract Price is and has heretofore been appropriated by the Grand Junction City Council for the use and benefit of this Project. The Contract Price shall not be modified except by Amendment or other written directive of the Owner. The Owner shall not issue a Amendment or other written directive which requires additional Services to be performed, which Services causes the aggregate amount payable under this Contract to exceed the amount appropriated for this Project, unless and until the Owner provides Firm written assurance that lawful appropriations to cover the costs of the additional Services have been made.

Unless otherwise provided in the Solicitation, monthly partial payments shall be made as the Services progresses. Applications for partial and Final Payment shall be prepared by the Firm and approved by the Owner in accordance with the Solicitation.

ARTICLE 5

Contract Binding: The Owner and the Firm each binds itself, its partners, successors, assigns and legal representatives to the other party hereto in respect to all covenants, agreements and obligations contained in the Contract Documents. The Contract



**Request for Proposal
RFP-4760-20-DH**

**Contract for Professional
Right of Way Acquisition Services**

RESPONSES DUE:

March 9, 2020 prior to 3:30 PM MDT

Accepting Electronic Responses Only

**Responses Only Submitted Through the Rocky Mountain E-Purchasing System
(RMEPS)**

<https://www.rockymountainbidsystem.com/default.asp>

(Purchasing Representative does not have access or control of the vendor side of RMEPS. If website or other problems arise during response submission, vendor MUST contact RMEPS to resolve issue prior to the response deadline. 800-835-4603)

PURCHASING REPRESENTATIVE:

Duane Hoff Jr., Senior Buyer

duaneh@gjcity.org

(970) 244-1545

This solicitation has been developed specifically for a Request for Proposal intended to solicit competitive responses for this solicitation, and may not be the same as previous City of Grand Junction solicitations. All offerors are urged to thoroughly review this solicitation prior to submitting. Submittal by **FAX, EMAIL or HARD COPY IS NOT ACCEPTABLE** for this solicitation.

REQUEST FOR PROPOSAL

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- 2.0 General Contract Terms and Conditions**
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- 5.0 Preparation and Submittal of Proposals**
- 6.0 Evaluation Criteria and Factors**
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REQUEST FOR PROPOSAL

SECTION 1.0: ADMINISTRATIVE INFORMATION & CONDITIONS FOR SUBMITTAL

- 1.1 Issuing Office:** This Request for Proposal (RFP) is issued by the City of Grand Junction. All contact regarding this RFP is directed to:

RFP QUESTIONS:

Duane Hoff Jr., Senior Buyer

duaneh@gjcity.org

- 1.2 Purpose:** The purpose of this RFP is to obtain proposals from qualified professional firms to provide right-of-way acquisition services to the City of Grand Junction on an “as needed” basis. With a recently voter approved funding measure, the City has been authorized to invest \$70 million in capacity enhancing improvements on 11 projects throughout the community. The successful Offeror, hereinafter referred to as Consultant, must be prepared to perform services as outlined in Section 4. It is the City’s goal to obtain professional services from a Consultant who will provide high quality customer service and project management.
- 1.3 The Owner:** The Owner is the City of Grand Junction, Colorado and is referred to throughout this Solicitation. The term Owner means the Owner or his authorized representative.
- 1.4 Compliance:** All participating Offerors, by their signature hereunder, shall agree to comply with all conditions, requirements, and instructions of this RFP as stated or implied herein. Should the Owner omit anything from this packet which is necessary to the clear understanding of the requirements, or should it appear that various instructions are in conflict, the Offeror(s) shall secure instructions from the Purchasing Division prior to the date and time of the submittal deadline shown in this RFP.
- 1.5 Submission:** Please refer to section 5.0 for what is to be included. ***Each proposal shall be submitted in electronic format only, and only through the Rocky Mountain E-Purchasing website (<https://www.rockymountainbidsystem.com/default.asp>). This site offers both “free” and “paying” registration options that allow for full access of the Owner’s documents and for electronic submission of proposals. (Note: “free” registration may take up to 24 hours to process. Please Plan accordingly.)*** Please view our “**Electronic Vendor Registration Guide**” at <http://www.gjcity.org/business-and-economic-development/bids/> for details. For proper comparison and evaluation, the City requests that proposals be formatted as directed in Section 5.0 “Preparation and Submittal of Proposals.” Submittals received that fail to follow this format may be ruled non-responsive. (Purchasing Representative does not have access or control of the vendor side of RMEPS. If website or other problems arise during response submission, vendor **MUST** contact RMEPS to resolve issue prior to the response deadline. **800-835-4603**).
- 1.6 Altering Proposals:** Any alterations made prior to opening date and time must be initialed by the signer of the proposal, guaranteeing authenticity. Proposals cannot be altered or amended after submission deadline.

- 1.7 Withdrawal of Proposal:** A proposal must be firm and valid for award and may not be withdrawn or canceled by the Offeror for sixty (60) days following the submittal deadline date, and only prior to award. The Offeror so agrees upon submittal of their proposal. After award this statement is not applicable.
- 1.8 Acceptance of Proposal Content:** The contents of the proposal of the successful Offeror shall become contractual obligations if acquisition action ensues. Failure of the successful Offeror to accept these obligations in a contract shall result in cancellation of the award and such vendor shall be removed from future solicitations.
- 1.9 Addenda:** All questions shall be submitted in writing to the appropriate person as shown in Section 1.1. Any interpretations, corrections and changes to this RFP or extensions to the opening/receipt date shall be made by a written Addendum to the RFP by the City Purchasing Division. Sole authority to authorize addenda shall be vested in the City of Grand Junction Purchasing Representative. Addenda will be issued electronically through the Rocky Mountain E-Purchasing website at www.rockymountainbidsystem.com. Offerors shall acknowledge receipt of all addenda in their proposal.
- 1.10 Exceptions and Substitutions:** All proposals meeting the intent of this RFP shall be considered for award. Offerors taking exception to the specifications shall do so at their own risk. The Owner reserves the right to accept or reject any or all substitutions or alternatives. When offering substitutions and/or alternatives, Offeror must state these exceptions in the section pertaining to that area. Exception/substitution, if accepted, must meet or exceed the stated intent and/or specifications. The absence of such a list shall indicate that the Offeror has not taken exceptions, and if awarded a contract, shall hold the Offeror responsible to perform in strict accordance with the specifications or scope of Services contained herein.
- 1.11 Confidential Material:** All materials submitted in response to this RFP shall ultimately become public record and shall be subject to inspection after contract award. **“Proprietary or Confidential Information”** is defined as any information that is not generally known to competitors and which provides a competitive advantage. Unrestricted disclosure of proprietary information places it in the public domain. Only submittal information clearly identified with the words **“Confidential Disclosure”** and uploaded as a separate document shall establish a confidential, proprietary relationship. Any material to be treated as confidential or proprietary in nature must include a justification for the request. The request shall be reviewed and either approved or denied by the Owner. If denied, the proposer shall have the opportunity to withdraw its entire proposal, or to remove the confidential or proprietary restrictions. Neither cost nor pricing information nor the total proposal shall be considered confidential or proprietary.
- 1.12 Response Material Ownership:** All proposals become the property of the Owner upon receipt and shall only be returned to the proposer at the Owner’s option. Selection or rejection of the proposal shall not affect this right. The Owner shall have the right to use all ideas or adaptations of the ideas contained in any proposal received in response to this RFP, subject to limitations outlined in the entitled **“Confidential Material”**. Disqualification of a proposal does not eliminate this right.

- 1.13 Minimal Standards for Responsible Prospective Offerors:** A prospective Offeror must affirmably demonstrate their responsibility. A prospective Offeror must meet the following requirements.
- Have adequate financial resources, or the ability to obtain such resources as required.
 - Be able to comply with the required or proposed completion schedule.
 - Have a satisfactory record of performance.
 - Have a satisfactory record of integrity and ethics.
 - Be otherwise qualified and eligible to receive an award and enter into a contract with the Owner.
- 1.14 Open Records:** Proposals shall be received and publicly acknowledged at the location, date, and time stated herein. Offerors, their representatives and interested persons may be present. Proposals shall be received and acknowledged only so as to avoid disclosure of process. However, all proposals shall be open for public inspection after the contract is awarded. Trade secrets and confidential information contained in the proposal so identified by offer as such shall be treated as confidential by the Owner to the extent allowable in the Open Records Act.
- 1.15 Sales Tax:** The Owner is, by statute, exempt from the State Sales Tax and Federal Excise Tax; therefore, all fees shall not include taxes.
- 1.16 Public Opening:** Proposals shall be opened in the City Hall Auditorium, 250 North 5th Street, Grand Junction, CO, 81501, immediately following the proposal deadline. Offerors, their representatives and interested persons may be present. Only the names and locations on the proposing firms will be disclosed.

SECTION 2.0: GENERAL CONTRACT TERMS AND CONDITIONS

- 2.1. Acceptance of RFP Terms:** A proposal submitted in response to this RFP shall constitute a binding offer. Acknowledgment of this condition shall be indicated on the Letter of Interest or Cover Letter by the autographic signature of the Offeror or an officer of the Offeror legally authorized to execute contractual obligations. A submission in response to the RFP acknowledges acceptance by the Offeror of all terms and conditions including compensation, as set forth herein. An Offeror shall identify clearly and thoroughly any variations between its proposal and the Owner's RFP requirements. Failure to do so shall be deemed a waiver of any rights to subsequently modify the terms of performance, except as outlined or specified in the RFP.
- 2.2. Execution, Correlation, Intent, and Interpretations:** The Contract Documents shall be signed by the Owner and Firm. By executing the contract, the Firm represents that they have familiarized themselves with the local conditions under which the Services are to be performed, and correlated their observations with the requirements of the Contract Documents. The Contract Documents are complementary, and what is required by any one, shall be as binding as if required by all. The intention of the documents is to include all labor, materials, equipment, services and other items necessary for the proper execution and completion of the scope of Services as defined in the technical specifications and drawings contained herein. All drawings, specifications and copies furnished by the Owner are, and shall remain, Owner property. They are not to be used on any other project.

- 2.3. Permits, Fees, & Notices:** The Firm shall secure and pay for all permits, governmental fees and licenses necessary for the proper execution and completion of the Services. The Firm shall give all notices and comply with all laws, ordinances, rules, regulations and orders of any public authority bearing on the performance of the Services. If the Firm observes that any of the Contract Documents are at variance in any respect, he shall promptly notify the Owner in writing, and any necessary changes shall be adjusted by approximate modification. If the Firm performs any Services knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the Owner, he shall assume full responsibility and shall bear all costs attributable.
- 2.4. Responsibility for those Performing the Services:** The Firm shall be responsible to the Owner for the acts and omissions of all his employees and all other persons performing any of the Services under a contract with the Firm.
- 2.5. Changes in the Services:** The Owner, without invalidating the contract, may order changes in the Services within the general scope of the contract consisting of additions, deletions or other revisions. All such changes in the Services shall be authorized by Change Order/Amendment and shall be executed under the applicable conditions of the contract documents. A Change Order/Amendment is a written order to the Firm signed by the Owner issued after the execution of the contract, authorizing a change in the Services or an adjustment in the contract sum or the contract time.
- 2.6. Minor Changes in the Services:** The Owner shall have authority to order minor changes in the Services not involving an adjustment in the contract sum or an extension of the contract time and not inconsistent with the intent of the contract documents.
- 2.7. Uncovering & Correction of Services:** The Firm shall promptly correct all Services found by the Owner as defective or as failing to conform to the contract documents. The Firm shall bear all costs of correcting such rejected Services, including the cost of the Owner's additional services thereby made necessary. The Owner shall give such notice promptly after discover of condition. All such defective or non-conforming Services under the above paragraphs shall be removed from the site where necessary and the Services shall be corrected to comply with the contract documents without cost to the Owner.
- 2.8. Acceptance Not Waiver:** The Owner's acceptance or approval of any Services furnished hereunder shall not in any way relieve the proposer of their present responsibility to maintain the high quality, integrity and timeliness of his Services. The Owner's approval or acceptance of, or payment for, any services shall not be construed as a future waiver of any rights under this Contract, or of any cause of action arising out of performance under this Contract.
- 2.9. Change Order/Amendment:** No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All amendments to the contract shall be made in writing by the Owner.
- 2.10. Assignment:** The Offeror shall not sell, assign, transfer or convey any contract resulting from this RFP, in whole or in part, without the prior written approval from the Owner.

- 2.11. Compliance with Laws:** Proposals must comply with all Federal, State, County and local laws governing or covering this type of service and the fulfillment of all ADA (Americans with Disabilities Act) requirements. Firm hereby warrants that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and professional licenses in good standing, required by law.
- 2.12. Debarment/Suspension:** The Firm hereby certifies that the Firm is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Governmental department or agency.
- 2.13. Confidentiality:** All information disclosed by the Owner to the Offeror for the purpose of the Services to be done or information that comes to the attention of the Offeror during the course of performing such Services is to be kept strictly confidential.
- 2.14. Conflict of Interest:** No public official and/or Owner employee shall have interest in any contract resulting from this RFP.
- 2.15. Contract:** This Request for Proposal, submitted documents, and any negotiations, when properly accepted by the Owner, shall constitute a contract equally binding between the Owner and Offeror. The contract represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral, including the Proposal documents. The contract may be amended or modified with Change Orders, Field Orders, or Amendment.
- 2.16. Contract Termination:** This contract shall remain in effect until any of the following occurs: (1) contract expires; (2) completion of services; (3) acceptance of services or, (4) for convenience terminated by either party with a written *Notice of Cancellation* stating therein the reasons for such cancellation and the effective date of cancellation at least thirty days past notification.
- 2.17. Employment Discrimination:** During the performance of any services per agreement with the Owner, the Offeror, by submitting a Proposal, agrees to the following conditions:
- 2.17.1. The Offeror shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, disability, citizenship status, marital status, veteran status, sexual orientation, national origin, or any legally protected status except when such condition is a legitimate occupational qualification reasonably necessary for the normal operations of the Offeror. The Offeror agrees to post in conspicuous places, visible to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- 2.17.2. The Offeror, in all solicitations or advertisements for employees placed by or on behalf of the Offeror, shall state that such Offeror is an Equal Opportunity Employer.
- 2.17.3. Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

- 2.18. Immigration Reform and Control Act of 1986 and Immigration Compliance:** The Offeror certifies that it does not and will not during the performance of the contract employ illegal alien workers or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986 and/or the immigration compliance requirements of State of Colorado C.R.S. § 8-17.5-101, *et.seq.* (House Bill 06-1343).
- 2.19. Ethics:** The Offeror shall not accept or offer gifts or anything of value nor enter into any business arrangement with any employee, official, or agent of the Owner.
- 2.20. Failure to Deliver:** In the event of failure of the Offeror to deliver services in accordance with the contract terms and conditions, the Owner, after due oral or written notice, may procure the services from other sources and hold the Offeror responsible for any costs resulting in additional purchase and administrative services. This remedy shall be in addition to any other remedies that the Owner may have.
- 2.21. Failure to Enforce:** Failure by the Owner at any time to enforce the provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of the Owner to enforce any provision at any time in accordance with its terms.
- 2.22. Force Majeure:** The Offeror shall not be held responsible for failure to perform the duties and responsibilities imposed by the contract due to legal strikes, fires, riots, rebellions, and acts of God beyond the control of the Offeror, unless otherwise specified in the contract.
- 2.23. Indemnification:** Offeror shall defend, indemnify and save harmless the Owner and all its officers, employees, insurers, and self-insurance pool, from and against all liability, suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the Offeror, or of any Offeror's agent, employee, subFirm or supplier in the execution of, or performance under, any contract which may result from proposal award. Offeror shall pay any judgment with cost which may be obtained against the Owner growing out of such injury or damages.
- 2.24. Independent Firm:** The Offeror shall be legally considered an Independent Firm and neither the Firm nor its employees shall, under any circumstances, be considered servants or agents of the Owner. The Owner shall be at no time legally responsible for any negligence or other wrongdoing by the Firm, its servants, or agents. The Owner shall not withhold from the contract payments to the Firm any federal or state unemployment taxes, federal or state income taxes, Social Security Tax or any other amounts for benefits to the Firm. Further, the Owner shall not provide to the Firm any insurance coverage or other benefits, including Servicesers' Compensation, normally provided by the Owner for its employees.
- 2.25. Nonconforming Terms and Conditions:** A proposal that includes terms and conditions that do not conform to the terms and conditions of this Request for Proposal is subject to rejection as non-responsive. The Owner reserves the right to permit the Offeror to withdraw nonconforming terms and conditions from its proposal prior to a determination by the Owner of non-responsiveness based on the submission of nonconforming terms and conditions.

- 2.26. Ownership:** All work product, prints, etc., shall become the property of the Owner.
- 2.27. Oral Statements:** No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this document and/or resulting agreement. All modifications to this request and any agreement must be made in writing by the Owner.
- 2.28. Patents/Copyrights:** The Offeror agrees to protect the Owner from any claims involving infringements of patents and/or copyrights. In no event shall the Owner be liable to the Offeror for any/all suits arising on the grounds of patent(s)/copyright(s) infringement. Patent/copyright infringement shall null and void any agreement resulting from response to this RFP.
- 2.29. Venue:** Any agreement as a result of responding to this RFP shall be deemed to have been made in, and shall be construed and interpreted in accordance with, the laws of the City of Grand Junction, Mesa County, Colorado.
- 2.30. Expenses:** Expenses incurred in preparation, submission and presentation of this RFP are the responsibility of the company and cannot be charged to the Owner.
- 2.31. Sovereign Immunity:** The Owner specifically reserves its right to sovereign immunity pursuant to Colorado State Law as a defense to any action arising in conjunction to this agreement.
- 2.32. Public Funds/Non-Appropriation of Funds:** Funds for payment have been provided through the Owner's budget approved by the City Council/Board of County Commissioners for the stated fiscal year only. State of Colorado statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that may arise past the end of the stated Owner's fiscal year shall be subject to budget approval. Any contract will be subject to and must contain a governmental non-appropriation of funds clause.
- 2.33. Collusion Clause:** Each Offeror by submitting a proposal certifies that it is not party to any collusive action or any action that may be in violation of the Sherman Antitrust Act. Any and all proposals shall be rejected if there is evidence or reason for believing that collusion exists among the proposers. The Owner may or may not, at the discretion of the Owner Purchasing Representative, accept future proposals for the same service or commodities for participants in such collusion.
- 2.34. Gratuities:** The Firm certifies and agrees that no gratuities or kickbacks were paid in connection with this contract, nor were any fees, commissions, gifts or other considerations made contingent upon the award of this contract. If the Firm breaches or violates this warranty, the Owner may, at their discretion, terminate this contract without liability to the Owner.
- 2.35. Performance of the Contract:** The Owner reserves the right to enforce the performance of the contract in any manner prescribed by law or deemed to be in the best interest of the Owner in the event of breach or default of resulting contract award.

- 2.36. Benefit Claims:** The Owner shall not provide to the Offeror any insurance coverage or other benefits, including Worker's Compensation, normally provided by the Owner for its employees.
- 2.37. Default:** The Owner reserves the right to terminate the contract in the event the Firm fails to meet delivery or completion schedules, or otherwise perform in accordance with the accepted proposal. Breach of contract or default authorizes the Owner to purchase like services elsewhere and charge the full increase in cost to the defaulting Offeror.
- 2.38. Multiple Offers:** If said proposer chooses to submit more than one offer, THE ALTERNATE OFFER must be clearly marked "Alternate Proposal". The Owner reserves the right to make award in the best interest of the Owner.
- 2.39. Cooperative Purchasing:** Purchases as a result of this solicitation are primarily for the Owner. Other governmental entities may be extended the opportunity to utilize the resultant contract award with the agreement of the successful provider and the participating agencies. All participating entities will be required to abide by the specifications, terms, conditions and pricings established in this Proposal. The quantities furnished in this proposal document are for only the Owner. It does not include quantities for any other jurisdiction. The Owner will be responsible only for the award for our jurisdiction. Other participating entities will place their own awards on their respective Purchase Orders through their purchasing office or use their purchasing card for purchase/payment as authorized or agreed upon between the provider and the individual entity. The Owner accepts no liability for payment of orders placed by other participating jurisdictions that choose to piggy-back on our solicitation. Orders placed by participating jurisdictions under the terms of this solicitation will indicate their specific delivery and invoicing instructions.
- 2.40. Definitions:**
- 2.40.1. "Offeror" and/or "Proposer" refers to the person or persons legally authorized by the Consultant to make an offer and/or submit a response (fee) proposal in response to the Owner's RFP.
- 2.40.2. The term "Services" includes all labor, materials, equipment, and/or services necessary to produce the requirements of the Contract Documents.
- 2.40.3. "Firm" is the person, organization, firm or consultant identified as such in the Agreement and is referred to throughout the Contract Documents. The term Firm means the Firm or his authorized representative. The Firm shall carefully study and compare the General Contract Conditions of the Contract, Specification and Drawings, Scope of Services, Addenda and Modifications and shall at once report to the Owner any error, inconsistency or omission he may discover. Firm shall not be liable to the Owner for any damage resulting from such errors, inconsistencies or omissions. The Firm shall not commence Services without clarifying Drawings, Specifications, or Interpretations.
- 2.40.4. "Sub-Contractor" is a person or organization who has a direct contract with the Firm to perform any of the Services at the site. The term sub-contractor is referred to throughout the contract documents and means a sub-contractor or his authorized representative.
- 2.41. Public Disclosure Record:** If the Proposer has knowledge of their employee(s) or sub-proposers having an immediate family relationship with an Owner employee or elected

official, the proposer must provide the Purchasing Representative with the name(s) of these individuals. These individuals are required to file an acceptable "Public Disclosure Record", a statement of financial interest, before conducting business with the Owner.

SECTION 3.0: INSURANCE REQUIREMENTS

3.1 Insurance Requirements: The selected Firm agrees to procure and maintain, at its own cost, policy(s) of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by the Firm pursuant to this Section. Such insurance shall be in addition to any other insurance requirements imposed by this Contract or by law. The Firm shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to this Section by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types.

Firm shall procure and maintain and, if applicable, shall cause any Sub-Contractor of the Firm to procure and maintain insurance coverage listed below. Such coverage shall be procured and maintained with forms and insurers acceptable to The Owner. All coverage shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by the Firm pursuant to this Section. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. Minimum coverage limits shall be as indicated below unless specified otherwise in the Special Conditions:

(a) Worker Compensation: Contractor shall comply with all State of Colorado Regulations concerning Workers' Compensation insurance coverage.

(b) General Liability insurance with minimum combined single limits of:

ONE MILLION DOLLARS (\$1,000,000) each occurrence and
ONE MILLION DOLLARS (\$1,000,000) per job aggregate.

The policy shall be applicable to all premises, products and completed operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, products, and completed operations. The policy shall include coverage for explosion, collapse, and underground (XCU) hazards. The policy shall contain a severability of interests provision.

(c) Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than:

ONE MILLION DOLLARS (\$1,000,000) each occurrence and
ONE MILLION DOLLARS (\$1,000,000) aggregate

d) Professional Liability & Errors and Omissions Insurance policy with a minimum of:

ONE MILLION DOLLARS (\$1,000,000) per claim

This policy shall provide coverage to protect the Firm against liability incurred as a result of the professional services performed as a result of responding to this Solicitation.

With respect to each of Consultant's owned, hired, or non-owned vehicles assigned to be used in performance of the Services. The policy shall contain a severability of interests provision.

- 3.2 Additional Insured Endorsement:** The policies required by paragraph (b) above shall be endorsed to include the Owner and the Owner's officers and employees as additional insureds. Every policy required above shall be primary insurance, and any insurance carried by the Owner, its officers, or its employees, or carried by or provided through any insurance pool of the Owner, shall be excess and not contributory insurance to that provided by Firm. The Firm shall be solely responsible for any deductible losses under any policy required above.

SECTION 4.0: SPECIFICATIONS/SCOPE OF SERVICES

- 4.1. General:** The City of Grand Junction desires to enter into an annual contract with a professional right-of-way acquisition firm to provide all related services as required, on an "as needed" basis. With a recently voter approved funding measure, the City has been authorized to invest \$70 million in capacity enhancing improvements on 11 projects throughout the community over the next five years. An example of the work load and clearance dates are provided in the following table:

Project	Limits	Properties	Owners	ROW	Easements	Temp Const	Relocation	ROW Cleared
24 Road	Patterson to I-70	14	14	8	9	14	0	Jan-21
G Rd 23 1/2 Rd to 24 1/2 Rd	23 1/2 to 24 1/2 Rd	7	4	7	7	7	0	Jan-21
F 1/2 Rd Parkway	Market to Patterson	30	27	22	23	25	3	May-21
Riverside Pkwy / Redlands Pkwy Ramps Interchange Improvements and 24 Road Trail	Intersection + Riverfront to Canyon View Park Trail	4	3	4	4	4	0	Jul-21
Horizon Drive at G Road-27 1/2 Rd	Intersection	4	3	4	4	4	0	Oct-21
Patterson Capacity Improvements	5 intersections	6	6	6	6	6	0	Varies
24 1/2 Rd*	Patterson to G 1/4 Rd	30	30	20	30	30	0	Jan-22
26 1/2 Road* + I-70 Ped Bridge	Horizon Dr to Summerhill Way	40	40	33	15	40	0	Jan-22
F 1/2 Road*	30 Rd to 30 3/4 Rd	20	20	14	14	20	0	Apr-21
D 1/2 Road*	29 Rd to 30 Rd	16	16	16	16	16	0	Apr-22
B 1/2 Road*	29 Rd to 29 3/4 Rd	14	14	10	10	14	0	Apr-22
Total		185	177	144	138	180	3	

- 4.2 ACQUISITION SERVICES:** All right of way acquisition services shall be performed by individuals who have been qualified by the Colorado Department of Transportation (CDOT) to perform right of way acquisition services. All right of way acquisition services shall be administered in conformance with applicable Federal and State laws, including, but not limited to, the Uniform Relocation and Real Property Acquisition Policies Act of 1970, as amended, and Chapter 8 of the CDOT Right of Way Manual. All right of way acquisition services shall follow all internal policies and procedures of CDOT and shall be coordinated with and subject to approval by CDOT Region ROW staff. It is expected that only acquisition of Temporary Construction Easements will be required for this project. However, Right of Way acquisition services may include but may not be limited to:

4.2.1 Initial Owner Contacts/Property Owner Appraisals/Value Findings: As soon as practicable after receiving notice to proceed from the City Project Manager, the Consultant shall initiate contact with all persons having an interest of record (Owner) in any parcel to be acquired. The Consultant may initiate contact either in person, by telephone, by certified mail, return receipt requested, or by express mail. In conjunction with the initial contact the Consultant shall deliver to the owner, either personally by hand or by certified mail, return receipt requested, a Notice of Intent to Acquire (Notice) in compliance with CRS 38-1-121. The Notice shall contain a description of the real property interests to be acquired. The Notice shall be accompanied by a copy of the appropriate plan sheet identifying the location of the real property interests to be acquired and a CDOT brochure explaining the Department's acquisition program. If the property to be acquired has an estimated value of \$5,000 or more, the Notice shall advise the Owner that the City shall pay the reasonable costs of an appraisal pursuant to subsection (2) of CRS 38-1-121. The Notice delivered under this circumstance shall be accompanied by, in addition to the items listed above, a complete copy of CRS 38-1-121 and a copy of CDOT's Minimum Appraisal Requirements for Property Owner Appraisal Reports. Further, the Notice delivered under this circumstance shall advise the owner that two (2) copies of the owner's appraisal must be received by the Department within 90 days of the date of the Notice to qualify for payment by the City.

As soon as practicable upon receipt from each owner, the Consultant shall deliver two (2) copies of each owner appraisal, together with invoices associated therewith, to the City Project Manager. The City Project Manager will deliver the owner appraisals to the CDOT Appraisal Review Section. The City Project Manager will also arrange for payment of the owner appraisals upon CDOT's review and acceptance of the owner's appraisal.

The Consultant shall, when directed by the City Project Manager, prepare value findings (also known as waiver valuations) for parcels to be acquired that have an estimated value less than \$5,000. The value findings shall be prepared in accordance with Chapter 4 of the CDOT Right of Way Manual.

If at any time the Consultant observes any activities on the owner's property not previously observed that might indicate the presence of hazardous materials or toxic substances, the Consultant shall immediately notify the City Project Manager.

4.2.2 Negotiations: The Consultant shall assign the parcels to be acquired to a Real Estate Specialist upon receipt of the City's reviewed and approved fair market value determination. The Consultant's Real Estate Specialist shall, prior to contacting the owner to make the offer, thoroughly review and become familiar with all project related information furnished by the City including, but not limited to, legal descriptions, project design plans, title commitments, appraisal reports and all available CDOT acquisition and relocation forms and brochures. If the owner claims to be represented by another party, including an attorney, the Consultant's Real Estate Specialist shall obtain from the owner a letter of representation prior to making the offer to the owner's representative.

The fair market value determination established by the valuation process (appraisal or value finding) as approved by the City and CDOT shall serve as the basis for the written offer of just compensation to the property owner. The Consultant's Real Estate Specialist

shall deliver an Offer to Acquire, also known as a Notice of Interest, to the owner or the owner's representative either personally by hand or by certified mail, return receipt requested or by express mail. The written offer shall include the following documents:

1. The offer letter;
2. A Summary Statement of Just Compensation;
3. Memorandum of Agreement;
4. A brochure which explains CDOT's acquisition program;
5. A Federal Form W-9;
6. A Demographic Information Form; and
7. Self addressed, postage prepaid return envelopes.

The foregoing documents must provide sufficient information so the owner can make a reasonable judgment concerning the amount of the offer. The following is the minimum information that shall be included in said documents:

1. The amount established as just compensation, including a written explanation of the basis for the offer and, if applicable, the amount of damages and/or benefits to the remainder. The compensation offered for the real property to be acquired and for damages to the remaining real property shall be separately stated.
2. A description and location identification of the real property and the interest in the real property being acquired. The description shall include both legal descriptions and an identification which is understandable to the owner.
3. Identification of buildings, structures, and other improvements (including removable buildings, equipment and trade fixtures) considered to be part of the real property to be acquired. Where appropriate, the statement shall identify any separately held ownership interest in the property, e.g. a tenant-owned improvement, and indicate that such interest is not covered by the offer.

The Consultant's Real Estate Specialist shall review the foregoing documents with the owner and shall fully explain to the owner the City and CDOT's acquisition processes and the scope of the Project as it pertains to the owner's property. The Consultant's Real Estate Specialist shall conduct good faith negotiations with each property owner.

If the owner provides information that may dictate a need for a revision to the offer, or if any items appear to be missing from the appraisal or plans, the Consultant's Real Estate Specialist shall notify the City Project Manager.

Upon the owner's acceptance of the offer, the Consultant's Real Estate Specialist shall prepare and submit to the owner for signature a settlement package consisting of a Memorandum of Agreement, Federal Form W-9, releases of interests from tenants who may have an interest in the property interest being acquired (CDOT Form No. 232) and, for properties encumbered by Deed(s) of Trust, an Owner Authorization Letter and all other appurtenant documents. After execution of the foregoing documents, together with a completed "County Tax Proration Request" (CDOT form No. 793) and/or tax certificate, if required, shall be submitted to the City Project Manager. The City Project Manager will forward the settlement package to CDOT for review and approval.

If during the negotiation process the owner provides a counteroffer, the Consultant's Real Estate Specialist will forward the counteroffer, along with an analysis and recommendation, to the City Project Manager.

If an initial offer to the property owner is not successful, the Consultant's Real Estate Specialist shall, at the direction of the City Project Manager, deliver a final written offer to the property owner. The final written offer shall be delivered either by hand, by certified mail, return receipt requested, or by express mail.

4.2.3 Title Insurance and Closings: Upon approval of the settlement package, the City will forward a cash warrant, the appropriate conveyance instrument(s) and any other closing documents to the Consultant's Real Estate Specialist, who shall coordinate the closing with the assigned title company and secure a signed "Escrow Instruction and Receipt of Warrant" document. All liens shall be released/satisfied and recorded prior to the disbursement of the warrant, unless otherwise directed the City Project Manager.

The City and CDOT shall determine when the Consultant shall utilize the services of a title company for title insurance and closing purposes. When the City determines that a Title Company shall be used, the Consultant's Real Estate Specialist shall facilitate and coordinate these services under the direction of the City Project Manager. The Department will also determine which closing services will be performed by the Consultant. In instances where the settlement is over \$5,000, the Consultant shall not close and shall not disburse funds directly to the owner.

The services to be provided by the Consultant may include:

- a) updating title commitments to the time of closing and securing a title policy on all fee taking parcels, which include legible copies of all supporting documents referenced therein;
- b) coordinating and reviewing all closing documents for quality assurance purposes; and
- c) attending closings with the assigned title company and ensuring that all documents are executed properly, all liens are satisfied/released, all taxes and assessments are paid prior to the disbursement of the warrant, and all appropriate documents are promptly recorded after closing and returned to the City Project Manager after recordation.

Written closing instructions provided by the title company and all necessary closing documents will be reviewed and coordinated with the Consultant on closings. Once in final form they shall be provided to the City for final approval prior to disbursement of funds.

In cases when the City determines that settlements are within applicable guidelines which permit the Consultant's Real Estate Specialist to perform closings without the services of a title company, the Consultant's Real Estate Specialist shall update existing title commitments, perform the closings and provide copies of recorded documents as requested by the City. The Consultant's Real Estate Specialist shall calculate final settlement amounts, prepare closing statements and perform other closing functions as requested. Services may include, but are not limited to, collecting pro-rated taxes and

assessments, ensuring all documents are executed properly and all liens are released/satisfied prior to disbursement of the warrant, and ensuring that the appropriate documents are recorded promptly after closing and returned to the City Project Manager. All closing documents are to be reviewed by the City Project Manager prior to disbursement of funds, unless it is determined otherwise by the City Project Manager.

4.2.4 Condemnation: If the owner refuses to accept the final offer, a condemnation package (including the Real Estate Specialist's log, updated title information and other related negotiation information) will be prepared and submitted to the City Project Manager, in accordance with the schedule provided by the City Project Manager.

If required, an Agreement for Possession and Use (CDOT Form No. 228) may be obtained from the owner prior to filing a request for condemnation. The use of this form and process must be discussed and evaluated on a parcel by parcel basis with the City Project Manager. In addition, the City Project Manager must receive approval from the CDOT Region Project Manager.

Throughout the condemnation process, Consultant personnel will be available to assist in any aspect of the condemnation proceeding, including the review of the negotiations through litigation in accordance with the terms of Consultant's contract and RFP.

4.3 RELOCATION SERVICES: All relocation services shall be performed by individuals who have been qualified by CDOT to perform relocation functions. All relocation services shall be administered in conformance with applicable Federal and State laws, including, but not limited to, the Uniform Relocation and Real Property Acquisition Policies Act of 1970, as amended, and Chapter 5 of the CDOT Right of Way Manual. All relocation services shall follow all internal policies and procedures of CDOT and shall be coordinated with and subject to approval by CDOT Region ROW staff.

The Consultant will complete and submit to the City Project Manager an Acquisition Stage Relocation Study. The study will include copies of CDOT form 558 and form 557 and related documents. The Consultant's Real Estate Specialist shall provide the remaining relocation services including but not limited to:

- Explaining in general terms, eligibility requirements to each potential displacee. In addition, each potential displacee will be provided with a copy of CDOT's Relocation Brochure.
- Advising each potential displacee of the location of the Project Office (if required or known at the time) and the phone number of the Consultant's Real Estate Specialist who will be assisting them in the relocation process.
- If requested the Consultant's Real Estate Specialist shall perform extensive research and analysis for unique relocation problems encountered along with such ways to mitigate hardships and to complete the Project in an orderly and humane manner. This will require direction from CDOT's Region personnel.

Eligibility and Computation of Entitlements.

The Consultant's Real Estate Specialist shall obtain bids in accordance with procedures set forth in CDOT Right of Way Manual, Chapter 5. The inventory, determinations, claims and supporting documents shall be prepared by the Consultant's Real Estate Specialist and submitted to the CDOT Region Project Manager for review and approval in accordance with CDOT's procedures. Upon approval by CDOT the Consultant's Real Estate Specialist shall obtain claim form signatures and return the forms for warrant request.

Advisory Assistance and Notices.

Each person or business in occupancy of the property to be acquired, at the time of the initial written offer (initiation of negotiations), shall be provided with an explanation of relocation entitlements to which they may be entitled, advisory services to be provided and a notice that the occupant will not be required to vacate for a minimum of ninety (90) days. Additionally they will be provided the CDOT Relocation Brochure.

The Consultant's Real Estate Specialist shall fully explain the specific benefits the displacee is entitled to receive and the process which must be followed in order to receive the maximum entitlements. The Consultant's Real Estate Specialist shall caution the displacee not to move prior to their eligibly and entitlement letter and in accordance with applicable procedures.

The Consultant's Real Estate Specialist shall prepare and provide the 90 day and 30 day vacancy notice to the landowner/tenant in accordance with CDOT procedures.

Application for Relocation Benefits.

Once the determination has been performed, the Consultant's Real Estate Specialist shall assist the displacee in obtaining all documentation necessary in order to receive their entitlements.

In relocating personal property, the agreed amount for the move or a contract move (whichever method was chosen) will be paid upon verification that all of the personal property has been moved from the acquired site.

During the course of providing relocation assistance, the Consultant's Real Estate Specialist shall maintain a detailed typed report of all contacts made and services provided to the displacee. To the greatest extent possible, the Consultant shall utilize the same Real Estate Specialist to negotiate and provide relocation advisory assistance and relocation payment claims.

- 4.4 APPRAISAL SERVICES:** All appraisal services shall be performed by individuals who have been qualified by CDOT to provide appraisal services. All appraisal services shall be performed in accordance with all applicable Federal and State requirements, including, but not limited to, Chapter 3 of the CDOT Right of Way Manual. All appraisal services shall follow all internal policies and procedures of CDOT and shall be coordinated with and

subject to approval by CDOT Region ROW staff. All appraisal services and reports shall comply with the following requirements:

1. An adequate description of the physical characteristics of the property being appraised (and, in the case of a partial acquisition, an adequate description of the remaining property), including items identified as personal property, a statement of the known and observed encumbrances, if any, title information, location, zoning, present use, an analysis of the highest and best use, and at least a 5-year sales history of the property.
2. All relevant approaches to value consistent with established Federal and federally-assisted program appraisal practices. If the appraiser uses more than one approach, there shall be an analysis and reconciliation of approaches to value used that is sufficient to support the appraiser's opinion of value.
3. A description of comparable sales, including a description of all relevant physical, legal and economic factors such as parties to the transaction, source and method of financing, and verification by a party involved in the transaction.
4. A statement of the value of the real property to be acquired and, for a partial acquisition, a statement of the value of the damages and benefits, if any, to the remaining real property, where appropriate.
5. A determination of the existence of and valuation of tenant-owned improvements.
6. The effective date of valuation, date of appraisal, signature and certification of the appraiser.
7. A signed Certified Inventory of Real & Personal Property (CDOT Form #433).

4.5 QUALITY ASSURANCE AND RECORDS MANAGEMENT: The Consultant shall submit two (2) complete files for each parcel, one original and one duplicate, to the City Project Manager. The files shall include any and all documents affecting the parcel including, but not limited to appraisals, value findings/fair market value determinations, negotiation records/logs with the Real Estate Specialist's certification, letters, memos, memoranda of ownership, title commitments/title policies, closing instructions and statements, recorded deeds, releases/satisfactions, and any other documents.

A quality assurance review will be performed by the Consultant on all parcel files to determine that all documentation is proper and to demonstrate compliance with CDOT requirements.

The City will provide a special CDOT reporting form of projected target and status of parcels to the Consultant's Real Estate Specialist. It shall be the responsibility of the Consultant's Real Estate Specialist to keep the form updated and current on a weekly basis or as often as deemed necessary by the City Project Manager. The report shall be completed and forwarded via e-mail to the City Project Manager at the end of each work week or when deemed necessary by the City Project Manager.

All files and records will be maintained in a secure location, available for inspection by representatives of the City, or CDOT, or the Federal Highway Administration. If deficiencies are found or if there is a need for additional information, the Consultant's Real Estate Specialist shall provide such information promptly.

4.6 PROJECT MANAGEMENT

4.6.1 Oversight Activities: The Consultant's activities will be coordinated by a principal of the company, or its designee, who will be responsible for coordination with the City Project Manager. When required by the City, the principal for Consultant shall attend project review meetings, provide oversight of project field activities, provide status reports of activities, and schedule updates. All real estate closings shall be under the supervision of Consultant principal/broker.

4.6.2 Quality Assurance Program: The Consultant shall provide the City with a Quality Assurance Program Plan to perform weekly reviews of all work effort provided on a specific project/parcels. Such reviews shall include reviewing files, both completed and those with ongoing activities, to insure the thoroughness of all activities being provided. In addition, a bi-weekly review of all activities will be conducted with Consultant, and its staff, to insure the status of all activities pending.

4.6.3 Coordination: The City Project Manager may request that certain parcels be addressed and given priority over others, if deemed necessary.

The Consultant may be required to attend meetings at the Public Works office at City Hall in Grand Junction, or other locations as specified and requested by the City Project Manager.

4.7 PROJECT SCHEDULE: The Consultant shall initiate Project activities upon written notice to proceed by the City Project Manager. This scope of work is based on the Consultant obtaining possession of all required parcels on or before the dates outlined in section 4.1

4.8 PREQUALIFICATION: Consultants and sub-consultant appraisers must be prequalified through the Colorado Department of Transportation. Proposals received from non-prequalified firms will not be evaluated.

4.9 CITY PROJECT MANAGER: Vary by project however Trent Prall Public Works Director will oversee the overall ROW Acquisition for this contract. His contact information is: Office: (970) 256-4047; Email: trentonp@gjcity.org

4.10. Special Conditions/Provisions:

4.10.1 Price/Fees: Services pricing shall be all inclusive, to include, but not be limited to: labor, materials, equipment, travel, drawings, documentation, work, shipping/freight, licenses, permits, fees, etc.

Provide a complete list of all potential costs/fees with associated services, as may be related to right-of-way acquisition services. The list should be broken down into both hourly rates, and flat rate fees, as may apply.

All fees will be considered by the Owner to be negotiable.

4.10.2 Award: The City may, at its discretion, make a single ward, or make awards for a primary and secondary service provider.

4.10.3 Laws, Codes, Rules, and Regulations: Contractor shall ensure that all services provide meet all Federal, State, County, and City laws, codes, rules, and regulations.

4.11. RFP Tentative Time Schedule:

- Request for Proposal available February 15, 2020
- Inquiry deadline, no questions after this date February 28, 2020
- Addendum Posted March 2, 2020
- Submittal deadline for proposals March 9, 2020
- Owner evaluation of proposals March 10-13, 2020
- Final selection March 13, 2020
- Interviews (if required) March 18, 2020
- Contract Execution March 23, 2020

4.12. Questions Regarding Scope of Services:

Duane Hoff Jr., Senior Buyer
duaneh@gjcity.org

4.13. Contract: Contract shall commence upon award and will run through December 31, 2020. The awarded Firm and the Owner agree that this Proposal or subsequent contract may, upon mutual agreement of the Firm and the Owner, be extended under the terms and conditions of the contract for three (3) additional one (1) year contract periods, contingent upon the applicable fiscal year funding.

SECTION 5.0: PREPARATION AND SUBMITTAL OF PROPOSALS

Submission: Each proposal shall be submitted in electronic format only, and only through the Rocky Mountain E-Purchasing website (<https://www.rockymountainbidsystem.com/default.asp>). This site offers both “free” and “paying” registration options that allow for full access of the Owner’s documents and for electronic submission of proposals. (Note: “free” registration may take up to 24 hours to process. Please Plan accordingly.) Please view our “**Electronic Vendor Registration Guide**” at <http://www.gjcity.org/BidOpenings.aspx> for details. (Purchasing Representative does not have access or control of the vendor side of RMEPS. If website or other problems arise during response submission, vendor **MUST** contact RMEPS to resolve issue prior to the response deadline **800-835-4603**). For proper comparison and evaluation, the City requests that proposals be formatted as directed in Section 5.0 “Preparation and Submittal of Proposals.” Offerors are required to indicate their interest in this Project, show their specific experience and address their capability to perform the Scope of Services in the Time Schedule as set forth herein. For proper comparison and evaluation, the Owner requires that proposals be formatted **A to G**:

- A. Cover Letter:** Cover letter shall be provided which explains the Firm’s interest in the project. The letter shall contain the name/address/phone number/email of the person who will serve as the firm’s principal contact person with Owner’s Contract Administrator and shall identify individual(s) who will be authorized to make presentations on behalf of the firm. The statement shall bear the signature of the person having proper authority to make formal commitments on behalf of the firm. By submitting a response to this solicitation the Firm agrees to all requirements herein.
- B. Qualifications/Experience/Credentials:** Proposers shall provide their qualifications for consideration as a contract provider to the City of Grand Junction and include prior experience in similar projects.
- C. Strategy and Implementation Plan:** Describe your (the firm’s) interpretation of the Owner’s objectives with regard to this RFP. Describe the proposed strategy and/or plan for achieving the objectives of this RFP. The Firm may utilize a written narrative or any other printed technique to demonstrate their ability to satisfy the Scope of Services. The narrative should describe a logical progression of tasks and efforts starting with the initial steps or tasks to be accomplished and continuing until all proposed tasks are fully described and the RFP objectives are accomplished.
- D. References:** A minimum of three (3) **references** with name, address, telephone number, and email address that can attest to your experience in projects of similar scope and size.
- E. Fee Proposal:** Provide a complete list of all potential costs/fees with associated services, as may be related to the associated services. The list should be broken down into both hourly rates, and flat rate fees, as may apply.
- F. Legal Proceedings/Lawsuits:** State any and all legal proceedings, and or lawsuits you firm has been involved with in the last 3 years, is currently involved with, and/or has pending. Describe the reason for each instance, and the outcome.
- G. Additional Data (optional):** Provide any additional information that will aid in evaluation of your qualifications with respect to this project.

SECTION 6.0: EVALUATION CRITERIA AND FACTORS

- 6.1 Evaluation:** An evaluation team shall review all responses and select the proposal or proposals that best demonstrate the capability in all aspects to perform the scope of services and possess the integrity and reliability that will ensure good faith performance.
- 6.2 Intent:** Only respondents who meet the qualification criteria will be considered. Therefore, it is imperative that the submitted proposal clearly indicate the firm's ability to provide the services described herein.

Submittal evaluations will be done in accordance with the criteria and procedure defined herein. The Owner reserves the right to reject any and all portions of proposals and take into consideration past performance. The following parameters will be used to evaluate the submittals (in no particular order of priority):

- **Responsiveness of Submittal to the RFP**
(Firm has submitted a proposal that is fully comprehensive, inclusive, and conforms in all respects to the Request for Proposals (RFP) and all of its requirements, including all forms and substance.)
- **Understanding of the Project and Objectives**
(Firm's ability to demonstrate a thorough understanding of the City's goals pertaining to this specific project.)
- **Experience**
(Firm's proven proficiency in the successful completion of similar projects.)
- **Necessary Resources/Capability**
(Firm has provided sufficient information proving their available means to perform the required scope of work/service; to include appropriate bonding, insurance and all other requirements necessary to complete the project.)
- **Strategy & Implementation Plan**
(Firm has provided a clear interpretation of the City's objectives in regard to the project, and a fully comprehensive plan to achieve successful completion. See Section 5.0 Item C. – Strategy and Implementation Plan for details.)
- **References**
(Proof of performance in projects of similar scope and size from previous clients. See Section 5.0 Item E – References.)
- **Fees**
(All fees associated with the project are provided complete, comprehensive and within industry standards.)

Owner also reserves the right to take into consideration past performance of previous awards/contracts with the Owner of any vendor, Firm, supplier, or service provider in determining final award(s).

The Owner will undertake negotiations with the top rated firm and will not negotiate with lower rated firms unless negotiations with higher rated firms have been unsuccessful and terminated.

- 6.3 Oral Interviews:** The Owner may invite the most qualified rated proposers to participate in oral interviews.
- 6.4 Award:** Firms shall be ranked or disqualified based on the criteria listed in Section 6.2. The Owner reserves the right to consider all of the information submitted and/or oral presentations, if required, in selecting the project Firm.

SECTION 7.0: SOLICITATION RESPONSE FORM
RFP-4760-20-DH Contract for
Professional Right of Way Acquisition Services

Offeror must submit entire Form completed, dated and signed.

The Owner reserves the right to accept any portion of the services to be performed at its discretion

The undersigned has thoroughly examined the entire Request for Proposals and therefore submits the proposal and schedule of fees and services attached hereto.

This offer is firm and irrevocable for sixty (60) days after the time and date set for receipt of proposals.

The undersigned Offeror agrees to provide services and products in accordance with the terms and conditions contained in this Request for Proposal and as described in the Offeror's proposal attached hereto; as accepted by the Owner.

Prices in the proposal have not knowingly been disclosed with another provider and will not be prior to award.

- Prices in this proposal have been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition.
- No attempt has been made nor will be to induce any other person or firm to submit a proposal for the purpose of restricting competition.
- The individual signing this proposal certifies they are a legal agent of the offeror, authorized to represent the offeror and is legally responsible for the offer with regard to supporting documentation and prices provided.
- Direct purchases by the City of Grand Junction are tax exempt from Colorado Sales or Use Tax. Tax exempt No. 98-903544. The undersigned certifies that no Federal, State, County or Municipal tax will be added to the above quoted prices.
- City of Grand Junction payment terms shall be Net 30 days.
- Prompt payment discount of _____ percent of the net dollar will be offered to the Owner if the invoice is paid within _____ days after the receipt of the invoice.

RECEIPT OF ADDENDA: the undersigned Contractor acknowledges receipt of Addenda to the Solicitation, Specifications, and other Contract Documents. State number of Addenda received: _____

It is the responsibility of the Proposer to ensure all Addenda have been received and acknowledged.

Company Name – (Typed or Printed)

Authorized Agent – (Typed or Printed)

Authorized Agent Signature

Phone Number

Address of Offeror

E-mail Address of Agent

City, State, and Zip Code

Date



Purchasing Division

ADDENDUM NO. 1

DATE: March 2, 2020
FROM: City of Grand Junction Purchasing Division
TO: All Offerors
RE: Contract for Professional Right of Way Acquisition Services RFP-4760-20-DH

Offerors responding to the above referenced solicitation are hereby instructed that the requirements have been clarified, modified, superseded and supplemented as to this date as hereinafter described.

Please make note of the following clarifications:

1. Q. The proposed fee is described in Section 4.10 (Page 19) and Section 5.0, E. (page 21) of the Request for Proposal (RFP). Is the RFP requesting a general fee sheet of hourly rates of consultant and subconsultant personnel, and/or flat rate fees for certain categories of services, if applicable, mileage reimbursement as cost per mile, copies as cost per copy, etc., with the understanding that the selected consultant will later prepare specific cost proposals for each assignment using the hourly rates and costs stated in the general rate sheet? Or, is the RFP requesting a proposed total fee for all of the right of way services for all of the projects identified in the table on page 12 of the RFP?

A. Yes, the RFP is requesting a general fee sheet of hourly rates of consultant and subconsultant personnel, and/or flat rate fees for certain categories of services, if applicable, mileage reimbursement as cost per mile, copies as cost per copy, etc., with the understanding that the selected consultant will later prepare specific cost proposals for each assignment using the hourly rates and costs stated in the general rate sheet.

2. Q. Will the City, or a professional land survey consultant firm retained by the City, prepare all right of way plans and legal descriptions for all right of way parcels to be acquired? If the answer to this question is yes, is it reasonable to assume that the RFP is NOT asking for proposers to provide any services associated with the preparation of right of way plans and legal descriptions for the right of way parcels to be acquired?

A. The City, or a professional land survey consultant firm retained by the City, will prepare all right of way plans and legal descriptions for all right of way parcels to be acquired. The proposers are not to provide any services associated with the preparation of right of way plans and legal descriptions.

3. Q. Section 4.2.3 of the RFP indicates that proposers should include a title company that can provide title commitments, vesting deeds and other title information, as requested, and closing services, including issuance of title insurance policies. Is this correct?

A. Correct.

4. Q. As to title services, will the selected consultant be requested to provide title commitments, vesting deeds and other title information for some of the acquisition parcels and it will NOT be requested to provide title commitments, vesting deeds and other title information for the other

acquisition parcels (with such title being provided by the City, or another consultant, e.g. the professional land surveying firm that prepares the right of way plans and legal descriptions?)? If the answer is yes, would the City be willing to provide a rough allocation of these responsibilities, e.g. selected consultant to provide 60% of title for right of way parcels, 40% of title will come from other sources.

A. Assume 100% is responsibility of consultant.

5. Q. Will the CDOT provide all appraisal review services? Or should proposals include fee proposals for providing appraisal review?

A. CDOT will not provide appraisal review services. Proposals should include fee proposals for providing appraisal review.

6. Q. Under 2.2 (Page 5) the solicitation discusses drawings and specifications. Does the City have preliminary ROW plans or design plans for the projects identified in 4.1 (Page 12) they could share in order to evaluate the complexity of acquisitions and appraisals or has the City prepared an estimate or allocations of the number of anticipated appraisals and waiver valuations identified in section 4.2.1 (Page 13)?

A. Draft Right of Way Plans have been prepared for 24 Road from Patterson to I-70 and G Road from 23 1/2 Road to 24 1/2 Road projects. Both are considered preliminary and will most likely change but are provided for reference. Less than 10% of the acquisitions are anticipated to fall within the waiver valuations threshold.

7. Q. Section 4.2 states in part "It is expected that only acquisitions of Temporary Construction Easements will be required for this project.". However, the table in Section 4.1 and subsequent Scope of Services described in the RFP suggest a need for more complex acquisitions/ROW services. Please clarify to what level of complexity in ROW services should the Offeror assume in a response to this RFP.

A. Acquisitions of right-of-way, easements, temporary construction easements and relocation services will be necessary to fulfill the scope of the RFP.

8. Q. How many contracts does the City expect to award as a result of this RFP?

A. The intent is to issue a primary contract and then identify a secondary if the primary does not have the capacity to meet project schedules.

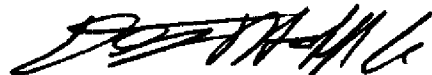
9. Q. Should the Strategy and Implementation Plan assume a combined delivery of all projects noted in Section 4.1 (table) or just one specific project as an example?

A. Strategy and Implementation Plan should assume combined delivery of all projects on the schedule provided in Section 4.1

The original solicitation for the project noted above is amended as noted.

All other conditions of subject remain the same.

Respectfully,



Duane Hoff Jr., Senior Buyer
City of Grand Junction, Colorado



Purchasing Division

ADDENDUM NO. 2

DATE: March 2, 2020
FROM: City of Grand Junction Purchasing Division
TO: All Offerors
RE: Contract for Professional Right of Way Acquisition Services RFP-4760-20-DH

Offerors responding to the above referenced solicitation are hereby instructed that the requirements have been clarified, modified, superseded and supplemented as to this date as hereinafter described.

Please make note of the following clarifications:

1. For Offerors review, please see the attached 24 Road and G Road ROW Plans.

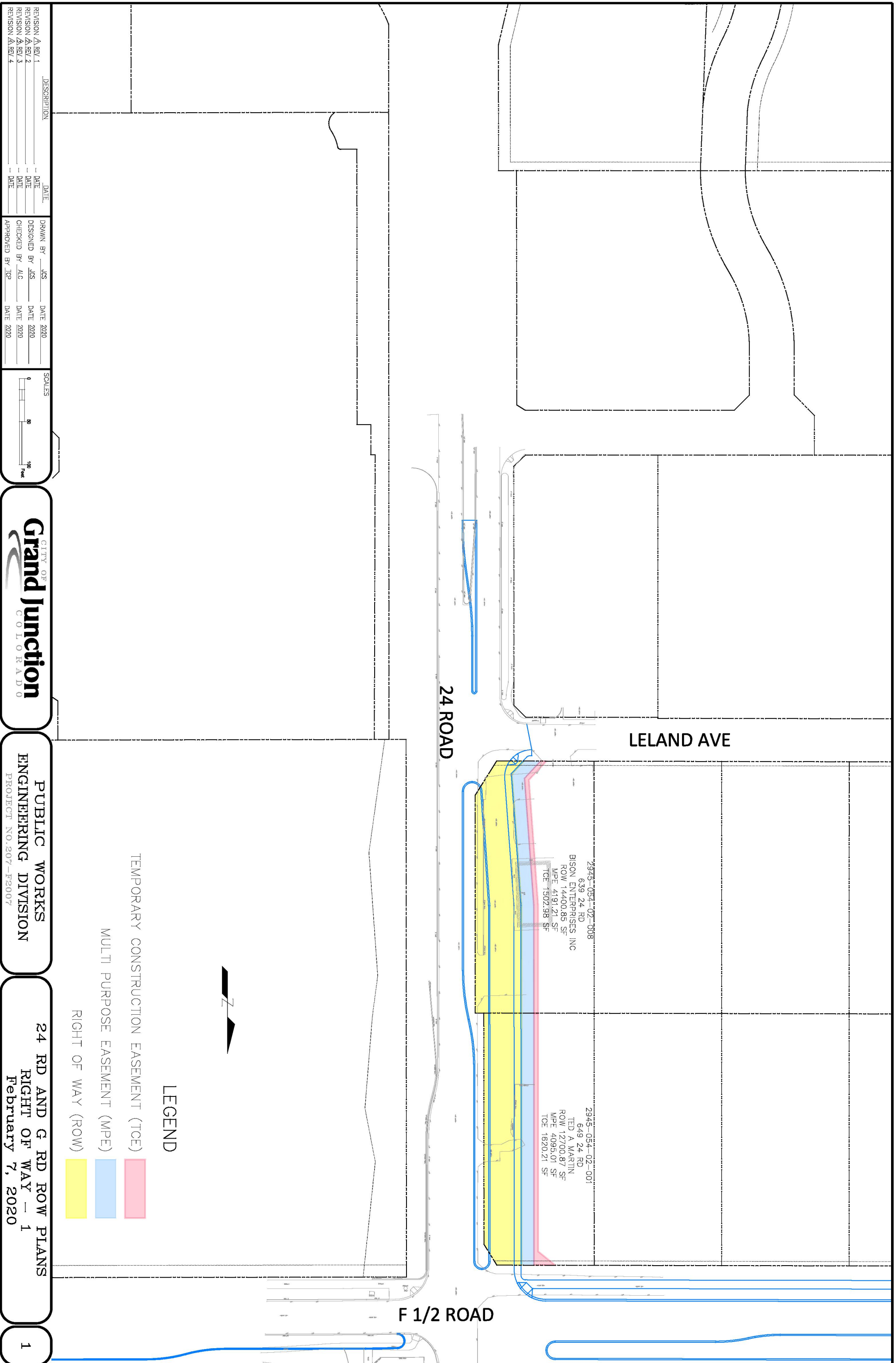
The original solicitation for the project noted above is amended as noted.

All other conditions of subject remain the same.

Respectfully,

A handwritten signature in black ink, appearing to read "Duane Hoff Jr.", written over a white background.

Duane Hoff Jr., Senior Buyer
City of Grand Junction, Colorado



REVISION	DESCRIPTION	DATE	DRAWN BY	DATE
REVISION A REV 1			JCS	2020
REVISION A REV 2			JCS	2020
REVISION A REV 3			ALC	2020
REVISION A REV 4			TOP	2020

REVISION	DESCRIPTION	DATE	DESIGNED BY	DATE
REVISION A REV 1			JCS	2020
REVISION A REV 2			JCS	2020
REVISION A REV 3			ALC	2020
REVISION A REV 4			TOP	2020



**PUBLIC WORKS
ENGINEERING DIVISION**
PROJECT NO. 207-F2007

24 RD AND G RD ROW PLANS
RIGHT OF WAY - 1
February 7, 2020

2945-051-14-001
 665 24 RD
 CC GRAND JUNCTION LLC
 ROW S 16412.37 SF
 ROW N 138.50 SF
 MPE S 16278.40 SF
 MPE N 35.79 SF
 TCE 5818.54 SF

F 1/2 ROAD

F 3/4 ROAD

24 ROAD

40' MULTIPURPOSE,
 TRAIL, AND DRAINAGE
 EASEMENT

2945-042-30-002
 660 24 RD
 USHER NV LLC
 ROW 3705.76 SF
 MPE 843.88 SF
 TRAIL EASE 125.24 SF
 TCE 5066.54 SF

LEGEND

- TEMPORARY CONSTRUCTION EASEMENT (TCE)
- MULTI PURPOSE EASEMENT (MPE)
- RIGHT OF WAY (ROW)

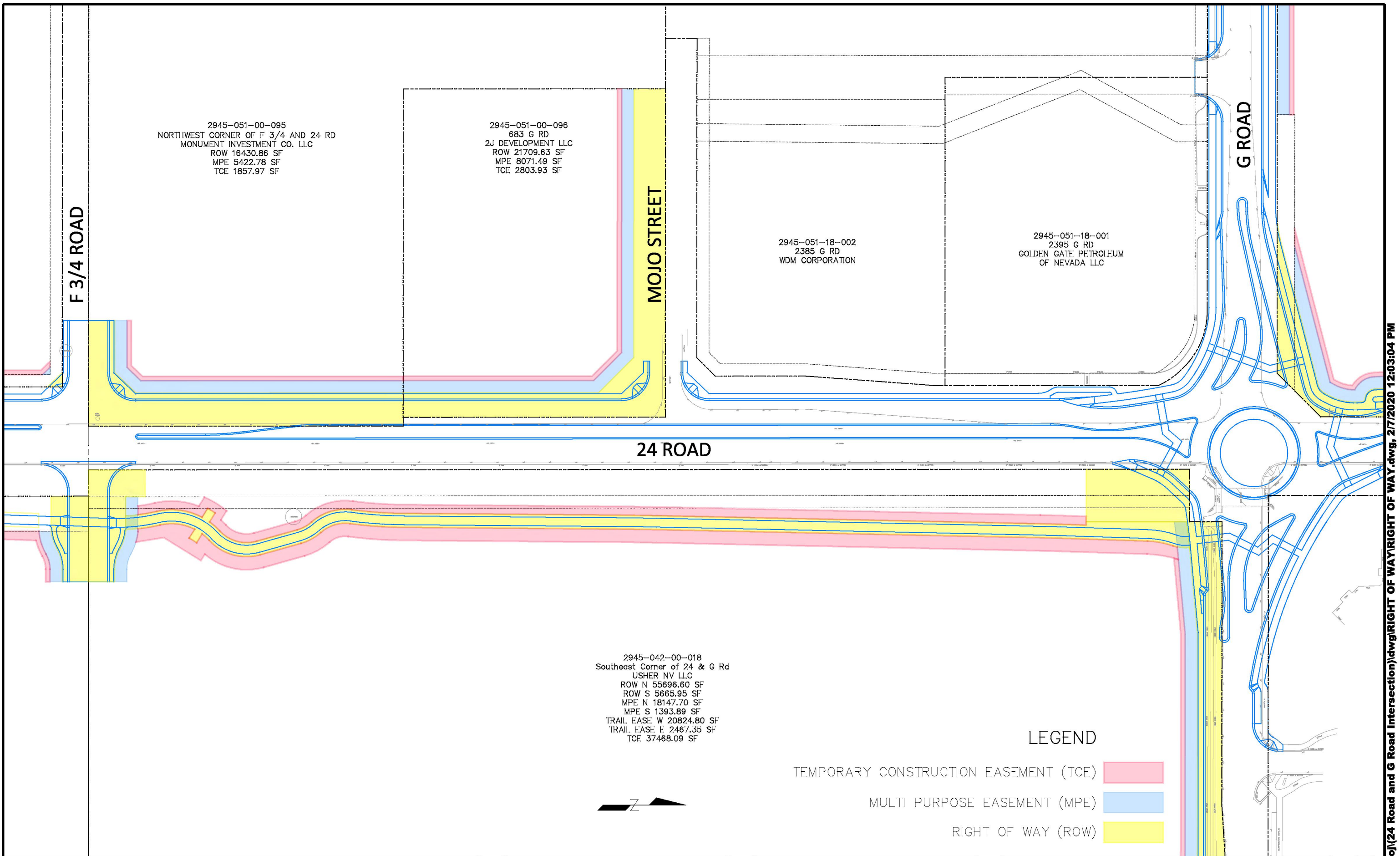


REVISION	DESCRIPTION	DATE	DRAWN BY	DATE	SCALES
REV 1			JCS	2020	
REV 2			JCS	2020	
REV 3			ALC	2020	
REV 4			JCP	2020	



**PUBLIC WORKS
 ENGINEERING DIVISION**
 PROJECT NO. 207-F2007

**24 RD AND G RD ROW PLANS
 RIGHT OF WAY - 2**
 February 7, 2020



2945-051-00-095
 NORTHWEST CORNER OF F 3/4 AND 24 RD
 MONUMENT INVESTMENT CO. LLC
 ROW 16430.86 SF
 MPE 5422.78 SF
 TCE 1857.97 SF

2945-051-00-096
 683 G RD
 2J DEVELOPMENT LLC
 ROW 21709.63 SF
 MPE 8071.49 SF
 TCE 2803.93 SF

2945-051-18-002
 2385 G RD
 WDM CORPORATION

2945-051-18-001
 2395 G RD
 GOLDEN GATE PETROLEUM
 OF NEVADA LLC

2945-042-00-018
 Southeast Corner of 24 & G Rd
 USHER NV LLC
 ROW N 55696.60 SF
 ROW S 5665.95 SF
 MPE N 18147.70 SF
 MPE S 1393.89 SF
 TRAIL EASE W 20824.80 SF
 TRAIL EASE E 2467.35 SF
 TCE 37468.09 SF

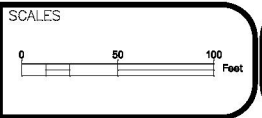
LEGEND

- TEMPORARY CONSTRUCTION EASEMENT (TCE)
- MULTI PURPOSE EASEMENT (MPE)
- RIGHT OF WAY (ROW)



REVISION	DESCRIPTION	DATE	DRAWN BY	DATE
REV 1			JCS	2020
REV 2			JCS	2020
REV 3			ALC	2020
REV 4			JCP	2020

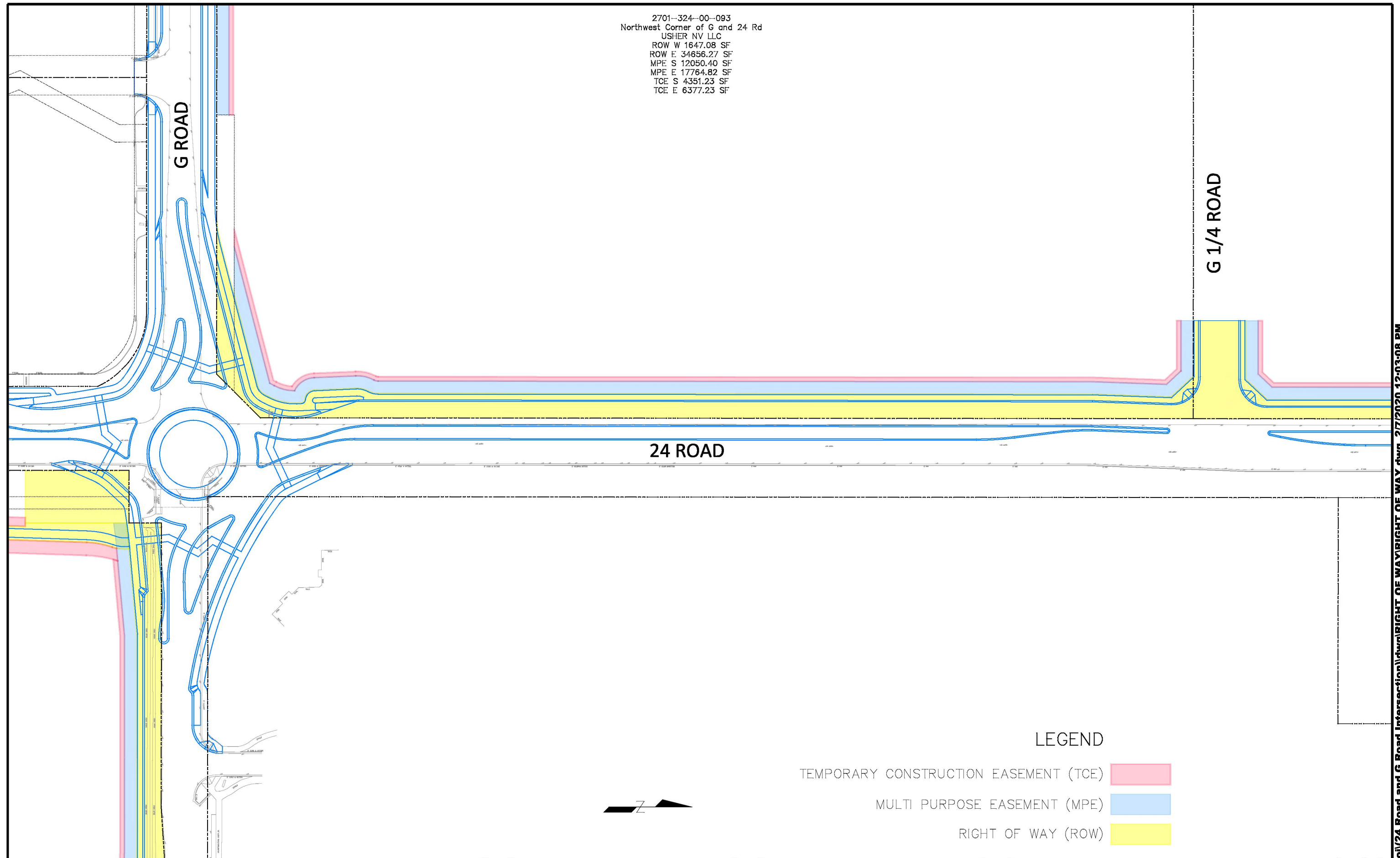
DRAWN BY JCS DATE 2020
 DESIGNED BY JCS DATE 2020
 CHECKED BY ALC DATE 2020
 APPROVED BY JCP DATE 2020



PUBLIC WORKS
 ENGINEERING DIVISION
 PROJECT NO. 207-F2007

24 RD AND G RD ROW PLANS
 RIGHT OF WAY - 3
 February 7, 2020

2701-324-00-093
Northwest Corner of G and 24 Rd
USHER NV LLC
ROW W 1647.08 SF
ROW E 34656.27 SF
MPE S 12050.40 SF
MPE E 17764.82 SF
TCE S 4351.23 SF
TCE E 6377.23 SF

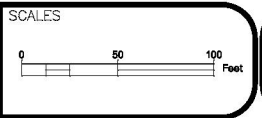


LEGEND

- TEMPORARY CONSTRUCTION EASEMENT (TCE)
- MULTI PURPOSE EASEMENT (MPE)
- RIGHT OF WAY (ROW)

REVISION	DESCRIPTION	DATE
REV 1		
REV 2		
REV 3		
REV 4		

DRAWN BY JCS DATE 2020
 DESIGNED BY JCS DATE 2020
 CHECKED BY ALC DATE 2020
 APPROVED BY JCP DATE 2020



PUBLIC WORKS
ENGINEERING DIVISION
PROJECT NO. 207-F2007

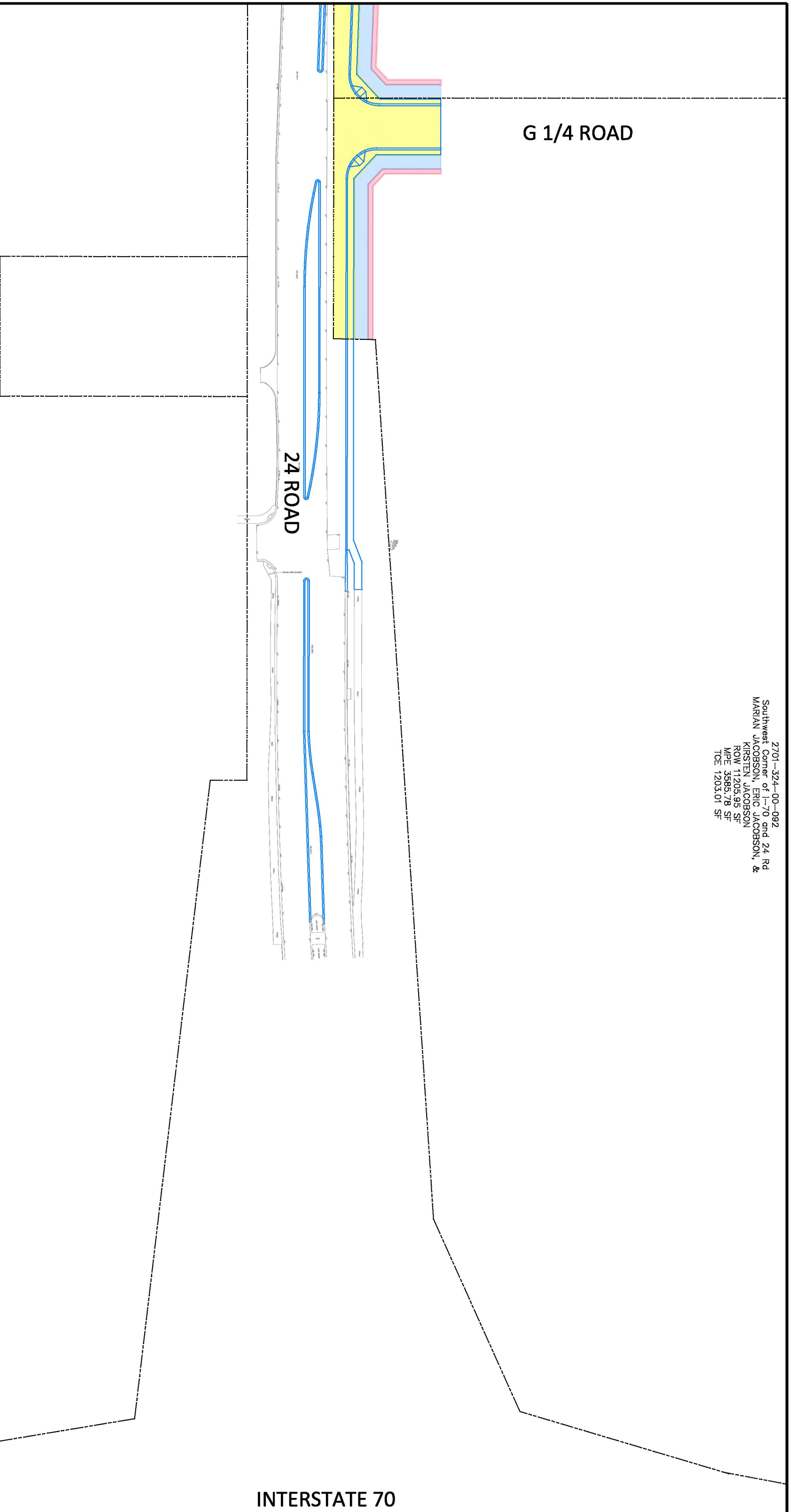
24 RD AND G RD ROW PLANS
RIGHT OF WAY - 4
February 7, 2020

2701-324-00-092
Southwest Corner of I-70 and 24 Rd
MARIAN JACOBSON, ERIC JACOBSON, &
KIRSTEN JACOBSON
ROW 11205.95 SF
MPE 3585.78 SF
TCE 1203.01 SF

G 1/4 ROAD

24 ROAD

INTERSTATE 70

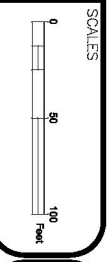


LEGEND

- TEMPORARY CONSTRUCTION EASEMENT (TCE)
- MULTI PURPOSE EASEMENT (MPE)
- RIGHT OF WAY (ROW)



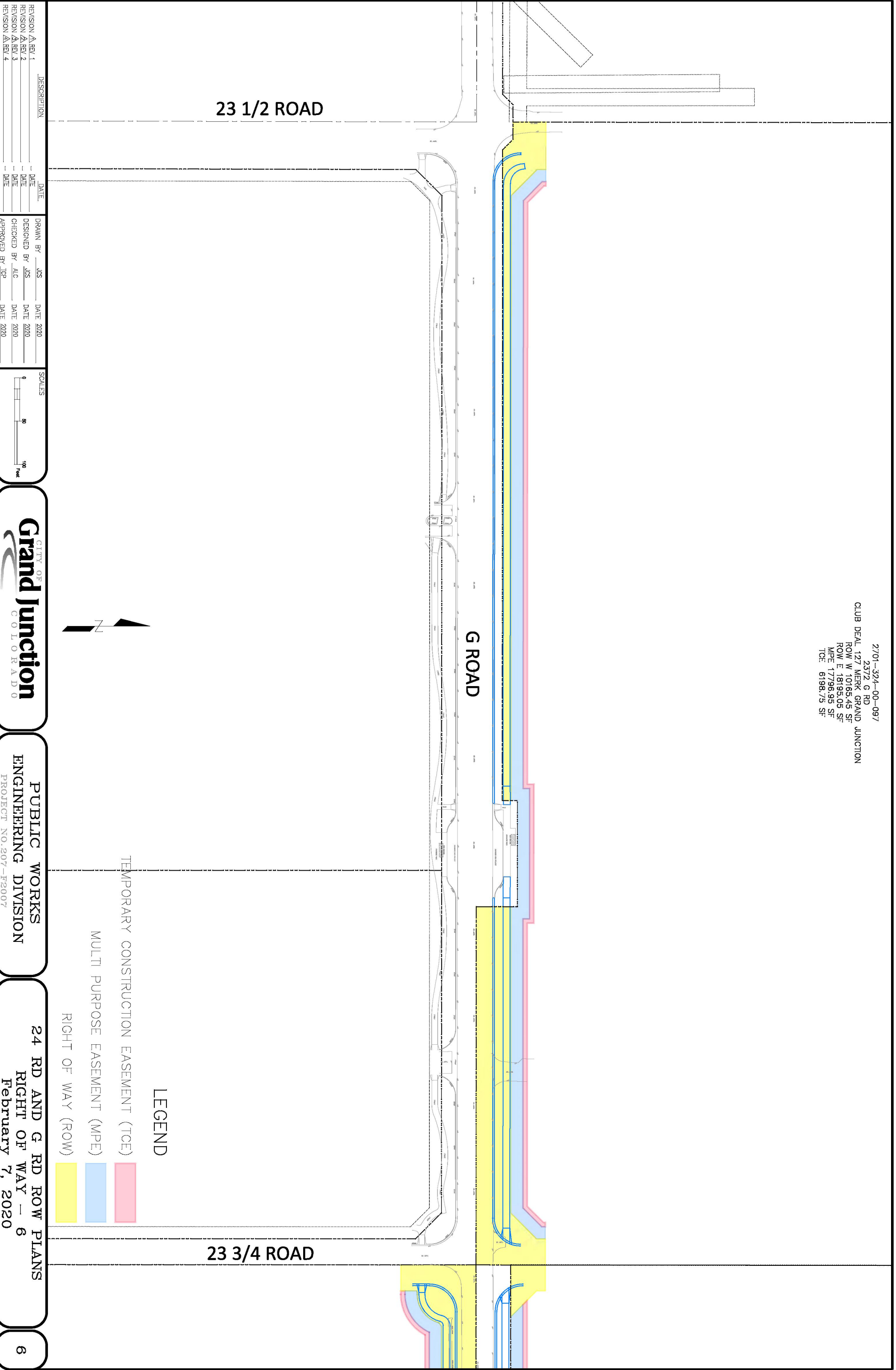
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REVISION A/REV 2			JCS	2020
REVISION A/REV 3			ALC	2020
REVISION A/REV 4			TOP	2020



PUBLIC WORKS
ENGINEERING DIVISION
PROJECT NO. 207-F2007

24 RD AND G RD ROW PLANS
RIGHT OF WAY - 5
February 7, 2020

2701-324-00-097
2372 G RD
CLUB DEAL 127 MERK GRAND JUNCTION
ROW W 10165.45 SF
ROW E 18195.05 SF
MPE 17796.95 SF
TCE 6198.75 SF



23 1/2 ROAD

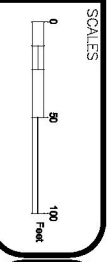
G ROAD

23 3/4 ROAD

LEGEND

- TEMPORARY CONSTRUCTION EASEMENT (TCE)
- MULTI PURPOSE EASEMENT (MPE)
- RIGHT OF WAY (ROW)

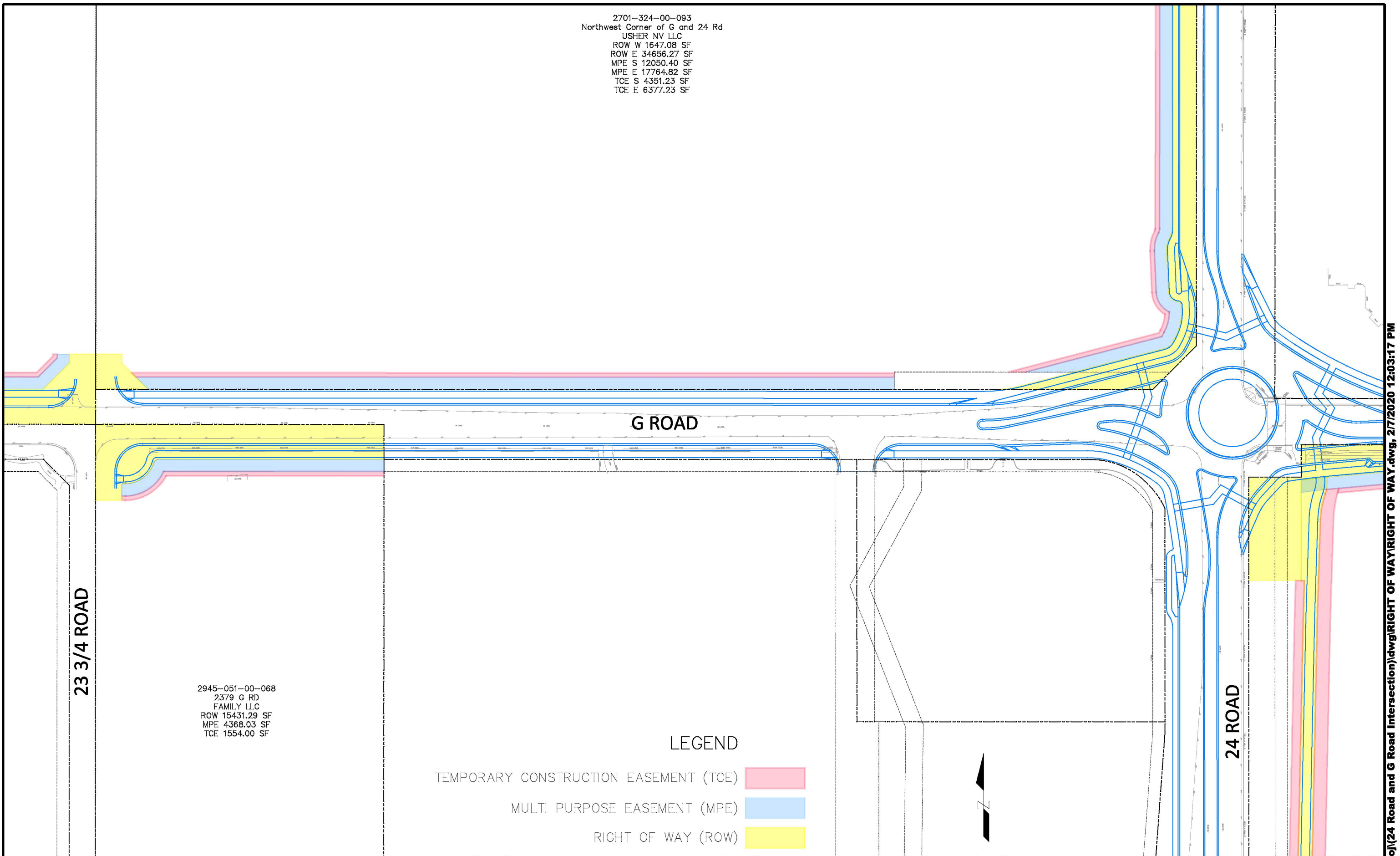
REVISION	DESCRIPTION	DATE	DRAWN BY	DATE
Δ REV 1			JCS	2020
Δ REV 2			JCS	2020
Δ REV 3			ALC	2020
Δ REV 4			TOP	2020



PUBLIC WORKS
ENGINEERING DIVISION
PROJECT NO. 207-F2007

24 RD AND G RD ROW PLANS
RIGHT OF WAY - 6
February 7, 2020

2701-324-00-093
 Northwest Corner of G and 24 Rd
 USHER NV LLC
 ROW W 1647.08 SF
 ROW E 34656.27 SF
 MPE S 12050.40 SF
 MPE E 17764.82 SF
 TCE S 4351.23 SF
 TCE E 6377.23 SF



2945-051-00-068
 2379 G RD
 FAMILY LLC
 ROW 15431.29 SF
 MPE 4368.03 SF
 TCE 1554.00 SF

G ROAD

23 3/4 ROAD

24 ROAD

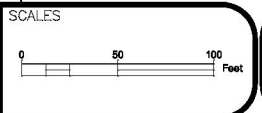
LEGEND

- TEMPORARY CONSTRUCTION EASEMENT (TCE)
- MULTI PURPOSE EASEMENT (MPE)
- RIGHT OF WAY (ROW)



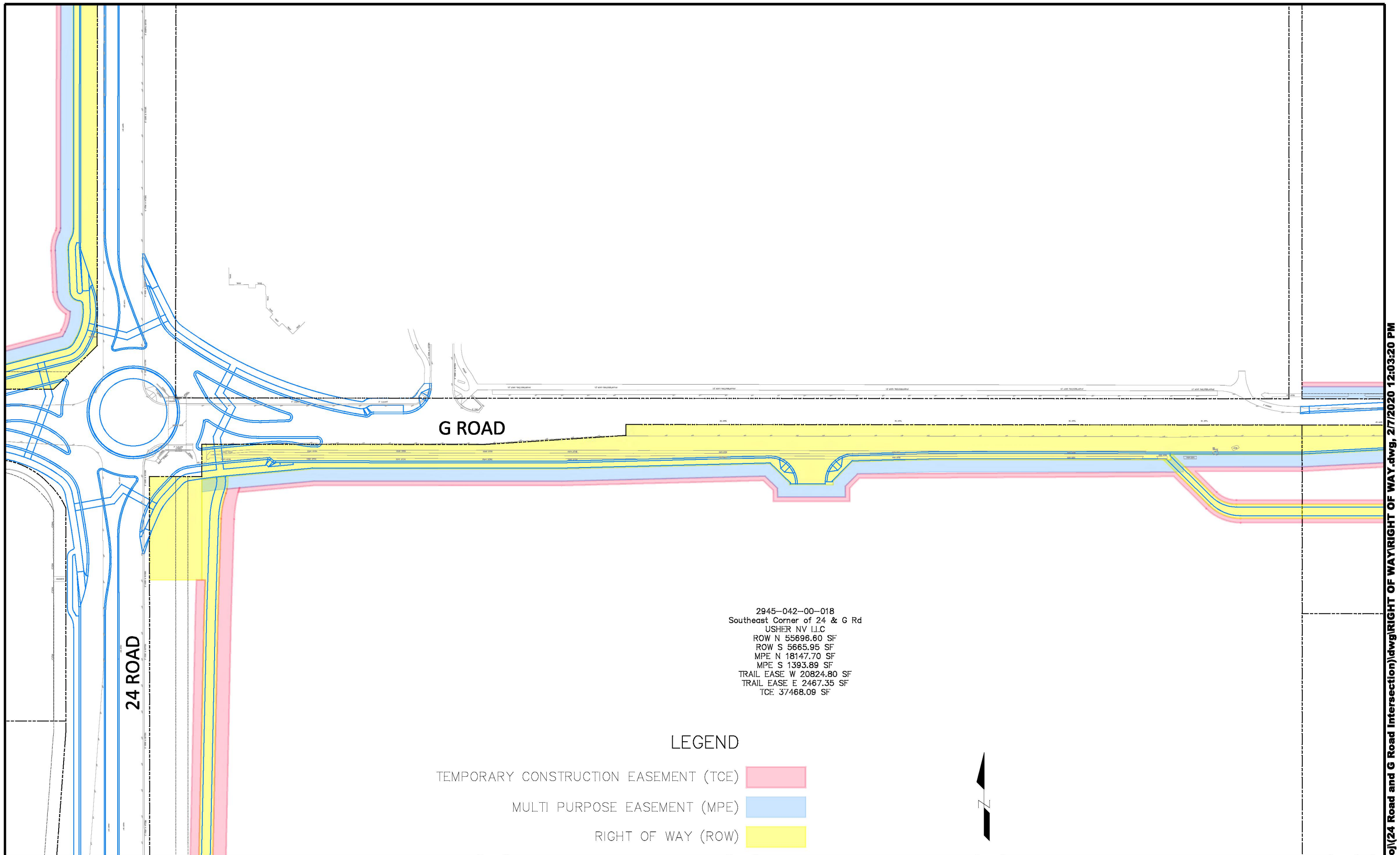
REVISION	DESCRIPTION	DATE	DRAWN BY	DATE
REV 1			JCS	2020
REV 2			JCS	2020
REV 3			ALC	2020
REV 4			JCP	2020

DRAWN BY JCS DATE 2020
 DESIGNED BY JCS DATE 2020
 CHECKED BY ALC DATE 2020
 APPROVED BY JCP DATE 2020



PUBLIC WORKS
 ENGINEERING DIVISION
 PROJECT NO. 207-F2007

24 RD AND G RD ROW PLANS
 RIGHT OF WAY - 7
 February 7, 2020



G ROAD

24 ROAD

2945-042-00-018
 Southeast Corner of 24 & G Rd
 USHER NV LLC
 ROW N 55696.60 SF
 ROW S 5665.95 SF
 MPE N 18147.70 SF
 MPE S 1393.89 SF
 TRAIL EASE W 20824.80 SF
 TRAIL EASE E 2467.35 SF
 TCE 37468.09 SF

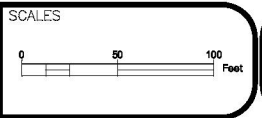
LEGEND

- TEMPORARY CONSTRUCTION EASEMENT (TCE)
- MULTI PURPOSE EASEMENT (MPE)
- RIGHT OF WAY (ROW)



REVISION	DESCRIPTION	DATE
REV 1		
REV 2		
REV 3		
REV 4		

DRAWN BY JCS DATE 2020
 DESIGNED BY JCS DATE 2020
 CHECKED BY ALC DATE 2020
 APPROVED BY JCP DATE 2020



PUBLIC WORKS
 ENGINEERING DIVISION
 PROJECT NO. 207-F2007

24 RD AND G RD ROW PLANS
 RIGHT OF WAY - 8
 February 7, 2020

2701-333-01-002
2426 G RD
SHARON ANN MENDICELLI
ROW 700.46 SF
MPE 4423.52 SF
TCE 1579.81 SF

2945-042-00-075
2427 G RD
USHER NV LLC
ROW 5792.75 SF
MPE 2828.23 SF
TRAIL EASE 3226.56 SF
TCE 3025.54 SF

2945-042-00-076
2449 G RD
USHER NV LLC
ROW 13785.02 SF
MPE 13428.85 SF
TRAIL EASE 17390.19 SF
TCE 15442.71 SF

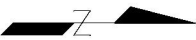
SPANISH TRAIL DR

G ROAD

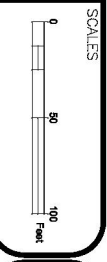
24 1/2 ROAD

LEGEND

- TEMPORARY CONSTRUCTION EASEMENT (TCE)
- MULTI PURPOSE EASEMENT (MPE)
- RIGHT OF WAY (ROW)



REVISION	DESCRIPTION	DATE	DRAWN BY	DATE
Δ REV 1			JCS	2020
Δ REV 2			JCS	2020
Δ REV 3			ALC	2020
Δ REV 4			TCP	2020



PUBLIC WORKS
ENGINEERING DIVISION
PROJECT NO. 207-F2007

24 RD AND G RD ROW PLANS
RIGHT OF WAY - 9
February 7, 2020

**RIGHT-OF-WAY
ACQUISITION
SERVICES
PROPOSAL**



**RFP-4760-20-DH
City of Grand Junction, Colorado**

Date of Submission: March 9, 2020

TRANSPORTATION RESOURCE SERVICES, INC.

**7222 Commerce Center Drive, Suite 130
Colorado Springs, CO 80919**

**6551 S. Revere Parkway, Suite 210
Centennial, CO 80111**



A. COVER LETTER

March 9, 2020

Duane Hoff Jr., Senior Buyer
City of Grand Junction
250 N. 5th Street
Grand Junction, CO 81501

RE: City of Grand Junction, Colorado – Request for Proposal RFP-4760-20-DH
Contract for Professional Right of Way Acquisition Services

Dear Mr. Hoff:

Transportation Resource Services, Inc., dba TRS Corp. (“TRS”) respectfully submits its response to the City of Grand Junction, Colorado (the “City”) RFP-4760-20-DH, Request for Proposal, Contract for Professional Right of Way Acquisition Services.

TRS will provide the City with turnkey property acquisition services. TRS manages right of way projects, acquiring real property and relocating displaced occupants for Colorado public agencies and condemning authorities. TRS’ team includes project managers, negotiators, relocation specialists, title companies and appraisers approved by the Colorado Department of Transportation (“CDOT”) to provide right of way consulting services to local agencies.

The principals and employees of TRS have decades of experience managing right of way projects and acquiring property for public agencies across Colorado, including the City of Grand Junction, Mesa County, CDOT Region 3, the City of Delta and the City of Montrose. Project successes include 23 and G Road Intersection Improvements, I-70 Business Loop Improvements from 24 Road to Rimrock Avenue, and 29 Road/I-70B Bridge Improvements.

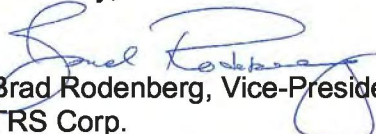
TRS maintains the requisite general liability, professional liability, workers compensation, and commercial automotive insurance. We received the Request for Proposal on February 15, 2020, and two (2) subsequent addenda. We have reviewed and acknowledge the general contract terms and conditions provided with the RFP.

The information provided in the RFP response attached hereto is true and correct to the best of my knowledge. As Vice-President, I am duly authorized to offer the proposed services to the City on behalf of TRS. If additional information is required, please do not hesitate to contact me as follows:

Brad Rodenberg, Vice-President
7222 Commerce Center Drive, Suite 130
Colorado Springs, CO 80919
Email: brad.rodenberg@trscorp.us; Phone: 877.494.8067

Thank you again for this opportunity. We look forward to earning your business.

Sincerely,


Brad Rodenberg, Vice-President
TRS Corp.

SECTION 7.0: SOLICITATION RESPONSE FORM

**RFP-4760-20-DH Contract for
Professional Right of Way Acquisition Services**

Offeror must submit entire Form completed, dated and signed.

The Owner reserves the right to accept any portion of the services to be performed at its discretion

The undersigned has thoroughly examined the entire Request for Proposals and therefore submits the proposal and schedule of fees and services attached hereto.

This offer is firm and irrevocable for sixty (60) days after the time and date set for receipt of proposals.

The undersigned Offeror agrees to provide services and products in accordance with the terms and conditions contained in this Request for Proposal and as described in the Offeror's proposal attached hereto; as accepted by the Owner.

Prices in the proposal have not knowingly been disclosed with another provider and will not be prior to award.

- Prices in this proposal have been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition.
- No attempt has been made nor will be to induce any other person or firm to submit a proposal for the purpose of restricting competition.
- The individual signing this proposal certifies they are a legal agent of the offeror, authorized to represent the offeror and is legally responsible for the offer with regard to supporting documentation and prices provided.
- Direct purchases by the City of Grand Junction are tax exempt from Colorado Sales or Use Tax. Tax exempt No. 98-903544. The undersigned certifies that no Federal, State, County or Municipal tax will be added to the above quoted prices.
- City of Grand Junction payment terms shall be Net 30 days.
- Prompt payment discount of 0 percent of the net dollar will be offered to the Owner if the invoice is paid within 0 days after the receipt of the invoice.

RECEIPT OF ADDENDA: the undersigned Contractor acknowledges receipt of Addenda to the Solicitation, Specifications, and other Contract Documents. State number of Addenda received: 2

It is the responsibility of the Proposer to ensure all Addenda have been received and acknowledged.

Transportation Resource Services, Inc. dba TRS Corp.

Company Name – (Typed or Printed)


Authorized Agent Signature

7222 Commerce Center Drive, Suite 130

Address of Offeror

Colorado Springs, CO 80919

City, State, and Zip Code

Brad Rodenberg, Vice President

Authorized Agent – (Typed or Printed)

(719) 494-8067

Phone Number

brad.rodberg@trscorp.us

E-mail Address of Agent

March 9, 2020

Date

B. QUALIFICATIONS/EXPERIENCE/CREDENTIALS

TRS employs ten (10) professionals between its two (2) Colorado offices and has been in business since 2006. TRS is a Colorado sub-chapter “S” corporation. While not a disadvantaged business, TRS is a 100% women-owned business. TRS is qualified by CDOT to provide right of way consulting services to Colorado local agencies in receipt of federal funds.

TRS maintains two offices in Colorado:

Denver Metropolitan Area:
6551 South Revere Parkway, Suite 210
Centennial, CO 80111

Colorado Springs:
7222 Commerce Center Drive, Suite 130
Colorado Springs, CO 80919

TRS supported the City of Grand Junction and Mesa County Department of Public Works with numerous infrastructure Projects over the past 12 years. These include the 29 Road/I-70B Interchange, I-70 Business Loop (with CDOT) from 24 Road to Rimrock Avenue and 23 and G Road Roundabout. A summary of key projects across Colorado follows biographies of our key employees who will be available to assist the City with its Projects.

Our intent, upon award, is to secure office space in Grand Junction and maintain a local presence with a local employee and workspace for others.

THE TRS TEAM

BRAD RODENBERG – Vice President

Brad manages right of way projects and negotiates complex property transactions on behalf of our clients across Colorado. He provides oversight of procedural matters for clients, and supports, trains and develops TRS staff. He offers our clients 23 years of professional right of way experience, leadership, advice and assistance and can typically develop an equitable solution to the most unique and complicated matters. He is approved by CDOT for right of way consulting services for federally funded local agency projects, and was the contract right of way project manager for Kiewit Infrastructure Co. and RTD for the 10.5 mile I-225 Light Rail Expansion through the City of Aurora. In that capacity, he managed the property acquisition efforts with RTD and its design-build contractor for a \$690 million dollar project. He led the right of way task force for 2.5 years, collaborating with the RTD, the contractor, the engineering team and the City of Aurora to develop phasing of the right of way process with design-build construction at its heels.

TIM WOODMANSEE – Senior Project Manager

Tim is well known in the Grand Valley and across western Colorado in his roles as Right of Way Manager for CDOT Region 3 and Real Estate Manager with the City of Grand Junction. On April 30, 2020 Tim will be retiring from CDOT and on May 4, 2020 he will join the staff at TRS. Tim has represented the State of Colorado and local governments in a wide variety of real estate, water rights and mineral matters since 1986. He has been responsible for the acquisition of thousands of right-of-way and easement parcels to facilitate the installation of public infrastructure ranging from highways to utilities and drainage facilities. His experience includes obtaining permits and authorizations from the Bureau of Land Management, Bureau of Reclamation, United States Forest Service, the Federal Aviation Administration, Colorado Division of Parks & Outdoor Recreation, Colorado State Land Board and Union Pacific Railroad.

Mr. Woodmansee is respected for his knowledge, experience and expertise and has been qualified by CDOT as a Subject Matter Expert in right of way acquisition & relocation advisory services. His roles with TRS will include oversight and management of TRS projects and employees, implementation of special projects and services, and a local presence to the City of Grand Junction and Western Slope agencies.

JEFF PERRET – Project Manager/Senior Right of Way Agent

Jeff Perret has been project manager and senior acquisition/relocation agent for TRS for 12 years. Jeff has worked with clients including the City of Grand Junction, Mesa County, CDOT Region 3 and the City of Montrose. His project work includes the 29 Road/I-70B Interchange, I-70 Business Loop and numerous projects along D ½ Road. His responsibilities with TRS include project management, property owner outreach, property acquisition and relocation of residential occupants, businesses and personal property. He is approved by CDOT for right of way consulting services. Jeff retired as Captain from the Colorado Springs Fire Department prior to joining TRS. His background in dealing with emergency situations provides him effective communication and conflict resolution skills.

RICHARD PITTENRIDGE – Project Manager/Senior Right of Way Agent

Richard has been project manager and senior acquisition/relocation agent for TRS since 2013 and has been vital to our property acquisition and special services efforts. Richard is the primary contact for crossing licenses of the City of Aurora's Rampart and Prairie Waters raw water supply pipelines, and right of way lead for the development of the City of Aurora's water resources including reservoirs and well sites. Richard has 22 years of right of way experience with public infrastructure, water, electric transmission and pipelines. He is approved by CDOT for consulting right of way services. His energy and enthusiasm for the right of way craft have no bounds.

KALAN FALBO – Senior Right of Way Agent

Kalan Falbo is a senior right of way professional with TRS. Kalan been with TRS since 2015 after five years as an independent Landman in Colorado. He has worked to acquire right of way for City of Aurora projects including the Wild Horse Reservoir and Tollgate Interceptor. In addition, he has worked on transportation infrastructure projects with CDOT Regions 1 and 4, and Boulder County, and possesses an extensive background with both surface and sub-surface title research. Kalan has also spent several years assisting the Bureau of Reclamation in identifying ownership and encumbrances and securing rights of entry for a regional water delivery project in its design development phase. Kalan is approved by CDOT for consulting right of way services.

MATT JOHNSON – Senior Right of Way Agent

Matt is a senior right of way professional with TRS. Matt joined TRS in January 2017, upon graduation from the University of Colorado School of Law. Prior to law school, Matt served as an officer in the United States Army. While at TRS, Matt has assisted the City of Colorado Springs and El Paso County with numerous right of way projects funded under the Pikes Peak Rural Transportation Authority, a region infrastructure and maintenance authority funded through a voter approved sales tax. He is also leading a project for the City of Fountain and is TRS' primary point of contact for title curative and closings with TRS clients. Matt spent several years assisting the Bureau of Reclamation in identifying ownership and encumbrances and securing rights of entry for a regional water delivery project in its design development phase.

DALE NORTHRUP – Office Manager/Quality Control

Dale is TRS' Office Manager. Dale is tasked with document control and quality assurance. She assists TRS staff in development of notices, offers and contracts and is the central clearing house for written communication and information transmittals with the clients. Dale will monitor progress and provide status updates for the City's projects through TRS. She is integral to the daily operations of our organization and is relied upon for her keen reviewer's eye.

LISA ROBERTS, SRA – Consulting Appraiser

Lisa is a local Certified General Appraiser, appraising in the Grand Valley since 1998 from her office at 2392 Mariposa Drive in Grand Junction. She holds the SRA designation from the Appraisal Institute and is approved by the CDOT since 2010 for appraisal of right of way for CDOT and local public agencies. Lisa has been contracted through TRS for numerous projects since 2015 in the City of Montrose, and we respect the quality of her works and prompt turnaround of appraisals.

ROBERT STEVENS, MAI – Consulting Appraiser

Through Stevens Real Estate Services, Bob has served Western Colorado as an appraiser since 1988. He has held the MAI designation from the Appraisal Institute since 1984 and is approved by CDOT for appraisal services for CDOT and local public agencies. Bob maintains his office at 115 N. 5th Street in Grand Junction. Bob has teamed with TRS for appraisal services since 2008, being the appraisal lead for the 29 Road/I-70 Business Loop, and numerous projects for Mesa County and the City of Montrose.

CHARLES NELSON, MAI – Consulting Appraiser

Charles is a Certified General Appraiser, with 30 years of appraisal experience and an extensive working relationship with TRS. Charles was an appraiser for the team assembled for the I-225 Light Rail Expansion in Aurora and is currently is contracted with TRS to provide appraisals for clients including the City of Aurora, El Paso County and RTD. He is approved by CDOT as an appraiser for federally assisted projects. Charles is principal of Nelson Appraisal and Consulting, LLC, a CDOT certified Disadvantaged Business Enterprise (DBE).

DOUG NITZKORSKI, MAI – Consulting Review Appraiser

TRS' principals have worked with Doug since 2000, beginning with the I-25/I-225 Expansion Project. As principal with Associated Value Consultants, Inc., Doug has been appraising independently since 1990. Doug was the appraisal lead on behalf of TRS for the I-225 Light Rail Corridor Expansion in Aurora from 2013-2016. He is a Colorado Certified General Appraiser and is approved by CDOT as an appraiser and a review appraiser for federally assisted projects. Doug has provided appraisal review services for numerous projects with CDOT oversight in the City of Colorado Springs and El Paso County. We anticipate utilizing Doug's depth of experience as review appraiser when required.

ABSTRACT & TITLE COMPANY OF MESA COUNTY

TRS has included title research, insurance and closing services through Abstract & Title Company of Mesa County ("Abstract & Title"). We have utilized Abstract & Title for right of way acquisition since 2008, for projects including the I-70B/29 Road Interchange and the I-70 Business Loop from 24 Road to Rimrock Drive. They have served Mesa County for over 100 years. Closing a partial acquisition can be a tedious task to meet lien holder requirements. Abstract & Title has been instrumental to TRS and its public clients in bringing closings across the finish line.

Resumes and Statements of Qualifications for our key employees and appraisal consultants are included in **Appendix A**.

EXPERIENCE

We have included a representative sample of projects that we have completed for satisfied clients over the last decade. This includes projects within the Grand Valley and the Western Slope of Colorado. The projects listed range from \$10 million to \$600 million in construction funding. We have acquired several hundred parcels for the City of Grand Junction and Mesa County since 2008.

I-70 Business Loop, Grand Junction, CO - City of Grand Junction & CDOT Region 3

TRS provided property acquisition and relocation advisory assistance on behalf of CDOT, as a sub-consultant of the City of Grand Junction. This project made improvements to the I-70 Business Loop from 24 Road to Rimrock Drive, including acquisition of 45 parcels from 29 property owners, displacement of one business and several complex partial acquisitions, including a mobile home sales office, wholly under CDOT guidelines. The effort was inclusive – contracting appraisers and specialty consultants, obtaining permissions to enter, delivering notices to owners along with acquisition, relocation, and title curative matters. The procedures utilized for this Project followed CDOT and federal-aid guidelines. At the request of CDOT, TRS developed an extensive report, including field photographs of the right acquired and those appurtenances that would be protected, removed, or rehabilitated by the first two Project phases in advance of construction.

Delta Truck Bypass – City of Delta, CO

TRS was contracted by the City of Delta to acquire real property from 30 property owners to facilitate construction of a truck bypass on the west side of the City. This Project was subject to Uniform Act requirements at its intersections with State Highways 50 and 348. TRS assisted the City in developing a relocation policy, sub-contracted title research with a local title company, and assisted with negotiations and the exchange of property with the Union Pacific Railroad. TRS regularly met with City officials to provide progress updates and to brief City officials on matters pertinent to the acquisition of property. TRS developed a Request for Qualifications to assist the City with its efforts to obtain appraisal services and worked directly with the Delta City attorney in preparation of contracts, including special provisions, and presented the property acquisitions for consideration at the City's open council sessions.

West Colorado Avenue – Pikes Peak Rural Transportation Authority, City of Colorado Springs, City of Manitou Springs & El Paso County

TRS was contracted by El Paso County, the City of Colorado Springs and the City of Manitou Springs to facilitate property acquisition from 90 property owners adjacent to a three-mile segment of West Colorado Avenue/Manitou Avenue spanning three jurisdictional boundaries. TRS sub-contracted with the appraiser, review appraiser and the title company in support of the property acquisition efforts. The Project included the total acquisition of a motel, a mixed-use residence/business and a commercial property in addition to 87 partial acquisitions of right of way and easements. We worked extensively with a recreational vehicle resort to secure early access for floodplain work and to develop interim operational improvements and long-term access and circulation improvements through the resort.

Centennial Boulevard Extension – City of Colorado Springs Public Works

TRS was contracted by the City of Colorado Springs, through its design engineer, to facilitate the acquisition of 15 right of way parcels and the relocation of 4 households. This project is an extension of Centennial Boulevard from Fillmore Street southward to connect with I-25 at Fontanero Street through a new roadway. The Project included assisting the City with a development agreement and Voluntary Cleanup (under the supervision of CDPHE) with an adjacent developer to remediate environmental concerns from the right of way. TRS

coordinated outreach and secured deeds and easements by donation from several adjacent properties, whom were significantly aided in future development by the completion of Centennial Boulevard.

Flood Recovery: Four Mile Canyon Drive / Wagonwheel Gap Road – Boulder County DOT
TRS was contracted by Boulder County to assist with owner outreach and property acquisition for flood recovery right of way efforts along Four Mile Canyon Drive and Wagonwheel Gap Road. The flood recovery projects included 5 distinct project segments affected by 2013 floods, with TRS providing public outreach and organizing landowner meetings to secure permission to enter, followed by procuring title research, appraisals and value findings for over 100 permanent and temporary easements. This was a unique project, whereby most of the existing roadways existed through declarations and prescription versus deeded right of way. Upon right of way clearance and selection of a contractor, TRS issued construction start notices as provided in the County's agreements and easements and settled construction claims.

I-225 LRT – Kiewit Infrastructure Co./Regional Transportation District – Denver (RTD)
TRS was contracted by Kiewit Infrastructure Co. to be its right of way management consultant for the I-225 Light Rail Project on behalf of RTD. The construction effort was "design-build", with right of way services to include acquisition, appraisal and relocation under the design-build contractor's envelope of services. TRS contracted with four appraisers, a review appraiser, and two title companies in support of this effort to acquire 80 parcels of right of way and relocate 250 storage units, 49 residential occupants and 10 businesses. Weekly task force meetings were conducted under TRS guidance, incorporating representatives of the project partners Kiewit, RTD, AECOM (project engineer) and the City of Aurora to prioritize acquisitions, review status, discuss design elements affecting right of way, and issues appurtenant to the right of way phase of the Project.

Charter Oak Ranch Road/Gate 19 (CORR) – El Paso County/City of Fountain
CORR is a jointly administered roadway project between FHWA, El Paso County, the City of Fountain and the Department of Defense, providing improvements to Charter Oak Ranch Road to improve regional mobility and access to Fort Carson's Gate 19. The project is located within an area of transition and development of industrial properties. The roadway is located in unincorporated El Paso County, while part of the properties to be acquired are within incorporated City of Fountain. TRS worked collaboratively with the design team and surveyor during right of way plan preparation and approval through CDOT. We prepared value findings and assisted with title curative measures as part of the acquisition process. TRS subcontracted the appraisal services, title research and coordinated the appraisal review with CDOT Region 2.

Hodgen Road Improvements – El Paso County Department of Public Works
TRS contracted for turn-key right-of-way consulting services to El Paso County for this roadway safety improvement project through northern El Paso County. TRS provided owner outreach, meeting with the design team and each property owner to review the project design and get specific owner comments on driveway design. The Project involved significant adjustment to vertical curves. TRS sub-contracted the appraisal and title services and negotiated with 30 property owners. Key to the success of the Project was procurement of right-of-way from the Audubon Society on a large parcel encumbered by a conservation easement and securing agreement for a joint utility trench for electric and telecom, reducing the project footprint on this ecologically sensitive property.

C. STRATEGY AND IMPLEMENTATION PLAN

Our mission is to secure the required property as efficiently as possible. We vow to be proactive – have the “heavy lifting” done whenever possible through the Notice of Intent and appraisal phase of the project and render the “offer” phase as negotiation on price. While certainly not always the case, we have learned that being readily available to answer owner questions and vet the details of property restoration, access and on-site remedies out in front of the appraisal and offer keeps the process consistently moving forward. Condemnation is unpopular, time consuming and expensive for all parties. The City’s scope as provided in the RFP is well defined. Our application of that scope is described below.

DOCUMENT REVIEW/TITLE RESEARCH

At the inception of a Project, TRS will secure title research to identify matters of record that may substantially affect the City’s Project. This may include matters that could impede the transfer of insurable title or determine how or where a property derives its access to and from the public right of way. The City and the appraisers will rely on the title work for their respective efforts to develop right of way plans and legal descriptions, and for consideration of how certain matters of record affect the value of property. When agreements have been reached for the sale of right of way or easements, we will then coordinate on behalf of the City with the title company to secure the City’s property interests free from liens or other recorded encumbrances.

RIGHT OF WAY PLANS/LEGAL DESCRIPTIONS

TRS will assist the City, to the extent required, to review and finalize right of way plans. This includes a cross reference between the legal descriptions and the plans, and the final design and the plans.

NOTICES OF INTENT & PERMISSION TO ENTER PROPERTY

Upon receipt of final right of way plans and legal descriptions, TRS will coordinate with the City’s Project Manager to develop Notices of Intent (“NOI”) and deliver to the property owners. The NOI will include the legal descriptions of the property interests to be acquired. For acquisitions estimated to exceed \$5,000, the property owner will be entitled to their own appraisal at the City’s expense, if submitted within 90 days and meeting the minimum standards outlined in the NOI letter. If the NOI cannot be delivered personally, TRS will follow up with each property owner after sending the NOI for introduction, further explain the project, document questions or concerns, obtain permissions to enter and schedule parcel staking and appraisal inspections.

PROPERTY VALUATION & APPRAISAL

TRS will coordinate appraisals for parcels with an estimated value exceeding \$10,000 (the Uniform Act limit for waiver valuations), unless an appraisal would be pertinent for a low value acquisition. On behalf of the City, TRS will prepare a Letter of Information (“LOI”) for the benefit of the appraiser. The LOI will include pertinent data for the project and the property, including a project background statement, current plans, permanent easement purposes, temporary easement durations, a summary of the project restoration, and document which improvements may be acquired, protected or replaced in kind at project expense. Our experience has shown that developing the LOI for the City’s appraiser and the property owner’s appraiser provides for a better comparison of “apples to apples” upon completion of the appraisals.

The appraisals will identify and value fee simple interests, improvements, permanent and/or temporary easements. A concise inventory of real and personal property will be prepared with the appraisal inspection, which in conjunction with the LOI will provide accurate assessment of acquired improvements and restoration costs for each appraiser. Sales data compiled by the

City's appraiser will be utilized by TRS in preparation of value findings for simple acquisitions of properties estimated to be less than \$10,000 in value. Upon a proofread for typographical errors and cross reference with the LOI, TRS will secure the City's approval of the appraisal as "Fair Market Value" ("FMV") and basis for an offer.

REVIEW APPRAISAL

There may be instances where a third-party technical review of appraisals is prudent. Our team includes an experienced, CDOT qualified review appraiser. The review appraisal provides an assessment of the appraiser's compliance with the Uniform Standards of Professional Appraisal Practice (USPAP). When multiple appraisals have been submitted (the City's and the property owner's), the reviewer provides an independent third-party's professional opinion of the appraisal conclusions and a recommendation to the City as to which best supports FMV.

OFFERS AND NEGOTIATIONS

In advance of an offer, TRS will secure an update to the title information binder, to confirm whether ownership has changed in full or part, and identify any new "less than fee" interests (such as easements or financial liens) that may have been recorded since the NOI.

TRS will present offers to acquire based upon the City's approved FMV. The offer will include a letter outlining the sum offered and general timeline to respond, a summary statement of just compensation, specific instruction on the procedures and signing process to accept an offer, forms of contract and conveyance, an IRS Taxpayer Identification Form W-9 to process payment for an accepted offer, and a point of contact for questions. The summary statement affords the owner an abbreviated reference to the offered values for right of way, easements and improvements from the value finding or appraisal. To advance the title curative process, if the title information identifies lien holders the offer letter will include a lender consent letter for the owner to provide lien holder information.

We will provide the City with feedback regarding property owner questions or concerns and collaborate with the City to resolve the owner's questions and recommend settlements. Counteroffers or revisions to contracts or easement documents presented by property owners will be submitted for legal review. We will compile a file of City approved conditions that may be incorporated within a contract or conveyance to alleviate the burden of City staff reviewing the same or similar requests from multiple property owners.

Our experience has taught us that certain matters cannot be resolved within the typical 30-day negotiation window and may require additional time, construction considerations or creative solutions to reach a settlement. We understand the City's need to secure property through negotiations, not condemnation, and will employ all options available to the City to secure property via negotiated settlement. In some instances, a Possession and Use Agreement may be an option. This type of agreement provides irrevocable possession of the property and/or easements to the City short of condemnation and allows for the City and the owner continue to negotiate price while the City's construction can proceed.

Once an agreement has been reached, TRS will review documents requiring signature with the property owner, ensure that the documents are accurate and secure the necessary instruments to validate owner signatures to the contracts and conveyances (*i.e.* "measure twice, cut once"). We will then submit settlement documents for acceptance and execution by the City.

If the owner has not agreed to a settlement within 30 days (or extended timeframe at the City's discretion), a final offer to acquire with 10 days to respond will be provided. If all efforts to reach a settlement are exhausted and negotiations reach an impasse, TRS will provide the City with

its file and documentation verifying good faith negotiations have been administered in compliance with applicable local, state and/or federal requirements. TRS will request updated title information and submit the file to the City's legal counsel for condemnation.

RELOCATION

During the project development phase, TRS and the City will confirm if the acquisition of property interests displaces a resident or a business (a "displaced person" or "displaced business"), or personal property must be moved from the acquired right of way or easements. In those instances, TRS will develop a relocation plan, comparable to that prescribed in Chapter 5 of the CDOT ROW manual and provide relocation advisory assistance to displaced persons or businesses. Displaced persons or businesses extend the lead times for securing property for a Project by *at least 90 days*. These properties will be prioritized in the appraisal and acquisition schedule to account for this. TRS has the expertise to develop and implement a relocation plan modeling the process utilized by CDOT, and our staff has relocated hundreds of displaced residents and businesses.

Being displaced can be an unnerving process for a homeowner, tenant or business. We will be a resource the displaced occupant can rely upon to find comparable housing for displaced residents and suitable alternate locations for displaced business. We will assist the City with administration of relocation benefits, by preparing written analysis of eligibility for relocation or moving benefits and reduce undue hardship upon a displaced person or business by ensuring the eligible benefits and payments are provided to each displaced occupant. A comprehensive file record, including checklists of milestones, notices, benefit calculations and payments, will be maintained by TRS on behalf of the City.

PROGRESS MEETINGS/STATUS REPORTING

To meet the City's project milestones, TRS will lead regular right of way project meetings and provide the City's Project Manager with accurate and current status reports of relevant information as to the status of each parcel. TRS will also document these meetings and distribute minutes from each to the City. We encourage you to review the sample Meeting Agenda and sample Progress Report TRS will utilize, located in **Section G**.

CLOSINGS/RIGHT OF WAY CLEARANCE

Upon settlement with the owner, TRS will submit a purchase agreement (and settlement recommendation if applicable) to the City for review and approval. We will coordinate with the title company on behalf of the City to close promptly. After the right of way and easements have been secured from all owners, TRS will prepare a right of way clearance that includes all of the property and easement conveyances, and contracts with any special provisions for the benefit of the City's construction manager and selected contractor. A sample right of way clearance report, prepared for Boulder County is included with **Section G**.

MANAGEMENT PHILOSOPHY

With every project, we strive to meet three common objectives: (1) meet deadlines; (2) balance stakeholder interests; and (3) control costs.

MANAGEMENT SYSTEMS

Every engineer, project manager and elected official has experienced the frustration of project delays. Delays should not be the result of matters within our control. The City's project is our priority, and we utilize methods to maintain schedule. As previously stated, we proactively coordinate with the project manager, the appraiser, the engineer, the title company and the landowner. We track internal progress with dedicated document control, quality assurance staff and regular project meetings. TRS employees know what needs to be done, when to do it and who is responsible for each task. Through organization, attention to detail and a firm grasp of the relevant laws, we meet deadlines.

QUALITY ASSURANCE REVIEWS

Quality assurance is paramount. All notices, letters, or conveyance documents are drafted by the appropriate personnel, and reviewed by a Project Manager or contemporary. In the electronic age, when a document has been reviewed, the reviewer saves a copy with its initials. Documents to be transmitted to owners and the City are not produced or further advanced until the reviewer initials are present. All title company documents are reviewed by the Project Manager or Quality Assurance Manager in advance of submittal to the City for its final review and signatures.

PROJECT TRACKING

Progress tracking, for scope and deliverables, is typically managed via Excel status reports and Microsoft Project. Milestones in and out of TRS, sub-consultants and the client are tracked sequentially through the processes. Deliverables, such as a final appraisal, notice of intent, offer letter or contract are posted in either SharePoint or a secure cloud drive allowing the City access to completed documents at its discretion.

INTERNAL PROJECT MANAGEMENT

Due to the size of our firm and our sole service offering being right of way support services, TRS remains flexible to the City and the owner's needs. In general, an internal status update is conducted bi-weekly by project; however, we can convene *impromptu* to address pressing matters. Management processes with our staff are collaborative and quick to the point, not hierarchical.

PUBLIC AND INTERNAL RELATIONS

Landowner relations are critical. The right of way agent is the liaison between the owner and City, and TRS will address and assuage the concerns of landowners to meet the City's goals. Best practices include attending public meetings with engineers and project managers. We work with the City to develop effective talking points and present information in a manner that is easily understood and accepted by the public. Affected owners are often intimidated and unnerved by a pending project. We understand that the owners require a sense of trust and education of the process, which in turn concludes deals amicably and preserves the relationship between owners and the City. The sensitive nature of our services requires accommodation of affected owners and displaced occupants. Nearly all direct interaction is at a place of the owner's choosing. Our telephone system provides immediate electronic transfer of voicemail to email and mobile devices. Landowners should rely on TRS as a trusted source of information and a problem solver, not just a delivery person.

D. REFERENCES

The truest testament of our ability is through of our clients. We seek to be an extension of your staff, not just a consultant. Acquiring property with a third-party can be an effective measure of impartiality between the City and the property owner. We invite you to contact each of the references below and have included a letter of recommendation we received from Boulder County Department of Transportation.

City of Grand Junction, Colorado

Trent Prall, Public Works Director
970.230.5021 – engineering@gjcity.org

City of Montrose, Colorado

Scott Murphy, P.E., City Engineer
970.240.1498 – smurphy@cityofmontrose.org

City of Colorado Springs, Colorado

Darlene Kennedy, Real Estate Services Manager
719.385.5605 – darlene.kennedy@coloradosprings.gov

City of Colorado Springs, Colorado

Travis Easton, P.E. Public Works Director
719.313.1609 – travis.easton@coloradosprings.gov

City of Aurora – Aurora Water

Angela Goodman, P.E., Source Water Superintendent
720.480.3103 – agoodman@auroragov.org

El Paso County Department of Public Works

Jennifer Irvine, P.E., County Engineer
719.520.6898 – jenniferirvine@elpasoco.com

Town of Windsor

Ian McCargar, Town Attorney
970.674.2492 – imccargar@windsorgov.com

Boulder County, Department of Transportation

Anne Pagano, P.E., Project Implementation Manager
303.441.3900 – apagano@bouldercounty.org

Colorado Department of Transportation – Region 2

Amber Billings, Right of Way Supervisor
719.546.5413 – amber.billings@state.co.us

Colorado Department of Transportation – Region 1

Penny Clemons, Right of Way Supervisor
303.757-9887 – penny.clemons@state.co.us

Regional Transportation District

Susan Altes, Real Property Manager
303.299.2440 – susan.altes@RTD-Denver.com



Transportation Department

2525 13th Street, Suite 203 • Boulder, Colorado 80304 • Tel: 303.441.3900 • Fax: 303.441.4594
Mailing Address: P.O. Box 471 • Boulder, Colorado 80306 • www.bouldercounty.org

May 3, 2017

Re: Letter of Reference, Transportation Resource Services, Inc. (TRS)

To Whom It May Concern:

On behalf of Boulder County Transportation, it is my pleasure to submit this letter of reference for Transportation Resource Services, Inc. (TRS). I have personally been working with TRS on several projects throughout Boulder County for the past 3 years.

The projects that are currently in progress include large, multi-million dollar road, bridge and stream restoration projects within the county's foothills where the majority of the 2013 flood damage took place. TRS has been an instrumental part of these recovery projects, has navigated complex inter-agency coordination as well as context sensitive processes.

The professionalism and commitment of TRS's staff is exemplified by Brad Rodenberg, Richard Pittenridge and Kalan Falbo, who have all been leading the charge for our Right-of-Way acquisition. Services that are being provided by TRS include coordination and meetings with over 100 property owners, detailed negotiations to obtain temporary and permanent easements, value findings, offer letters and final paperwork to secure the necessary easements for construction. Additionally, TRS is preparing detailed workbooks for our contractor's use during construction to ensure all agreements that were made with the property owners are adhered to during construction.

In summary, TRS's management, communication and technical skills are exceptional, and they thrive in a collaborative environment. TRS's staff has exhibited superb leadership skills, ROW support and guidance.

I would highly recommend TRS for all of your Right-of-Way acquisition consulting needs.

If you have any questions or would like to discuss in more detail, please don't hesitate to contact me.

Sincerely,

A handwritten signature in blue ink that reads "APagano".

Anne M. Pagano, PE
Project Implementation Manager
Boulder County Transportation Department

E. FEE PROPOSAL

TRS schedule hourly rates and expenses for 2020 are defined below.

Hourly Rates:

Project Manager/Principal.....	\$158.00/hour
Senior R/W Agent.....	\$120.00/hour
R/W Agent.....	\$105.00/hour
Administration/Office Management.....	\$ 64.00/hour

Appraisals: \$4,000 - \$12,000/each (based upon complexity and quantity)

Review Appraisals: \$1,500 - \$1,800/each (based upon quantity per Project)

Appraiser Hourly/Litigation:.....\$250.00/hour

Title Commitments: \$625.00/each

Closing Fees: \$300/each

Expenses:

Mileage - prevailing IRS rate
(Mileage charge - one-way only from Centennial or Colorado Springs to Grand Junction)
(Mileage charge as actually incurred in Grand Junction/Mesa County)

Postage/FedEx @ cost

Overnight lodging @ cost

File copies/electronic medium – no charge

Fees for sub-consultants, appraisers and expenses and passed through directly – no markup

Sub-consultant shall be contracted with flow down provisions from the City’s contract with TRS.

F. LEGAL PROCEEDINGS/LAWSUITS

Civil Case 2018cv031173

On May 11, 2018, a property owner, as Plaintiff, within the City of Manitou Springs, Colorado, and the subject of a property acquisition for a public improvement project, sued a neighboring property owner, the City of Manitou Springs and TRS Corp. as Co-Defendants. The Plaintiff leased property adjacent from the Co-Defendant neighbor. The conveyance of property by the Co-Defendant neighbor to the City for a public purpose triggered a lease termination clause in a lease between the Co-Defendant neighbor, as Lessor, and the Plaintiff, as Lessee. The Co-Defendant neighbor exercised its sole right to terminate.

The Plaintiff alleged collusion between the City, the Co-Defendant neighbor and TRS to create an unnecessary acquisition of the Co-Defendant neighbor's property, thereby allowing the Co-Defendant neighbor to terminate the Plaintiff's lease.

As a right of way acquisition consultant, TRS does not develop nor approve designs of public infrastructure, nor do we survey or legally described parcels to be acquired. We administer the public agency's acquisition process.

The lawsuit was frivolous and insulting. After months of TRS' wasted time, effort and money, TRS and the City of Manitou Springs were dismissed, with prejudice, on January 25, 2019.

A lesson was learned as to the value of professional liability insurance. The costs to defend itself, even with a frivolous case, would likely bankrupt a small, uninsured company.

Our professional liability insurance is a specialty policy for a right of way consultant's services under state condemnation law and the Uniform Act. It is expensive. It is not real estate broker's errors and omissions insurance, which covers acts pursuant to a brokerage, or real estate agency relationship. Our services are provided for an hourly fee, not a commission.

TRS maintains professional liability insurance in the amount of \$2,000,000, per claim and in the aggregate.

G. ADDITIONAL DATA

We have compiled additional information to provide insight into our project management methodology. Attached hereto are the following:

- Sample Meeting Agenda
- Sample Progress Report
- Sample ROW Clearance Report

City of Grand Junction



Project ROW Meeting Agenda

Date:
 Time:
 Location:
 Attendees: <list all meeting attendees here>

Introductions			
Topic	Status / Due By	Responsible Party	
Old Business – Action Items Prior Meeting			
1.			
2.			
3.			
Overdue items			
1.			
New Business			
1.			
2.			
3.			
Anticipated obstacles/potential solutions			
City of Grand Junction intra-governmental action items			
ROW status updates (see attached status spreadsheet)			

Next Meeting: <insert next schedule meeting date, time and location here>



**ROW Consultant Progress Report
City of Grand Junction**

Reporting Period: 6/1/2020 through 6/30/2020

Activities Completed	Description
Biweekly meeting xx/xx/2020	Old Business completed: Continuing Business: New Business:
Permissions to Enter	Secured PTEP from the following owners: xx, xx, xx, xx
Appraisals	xx-xx-2020 – Staked Parcels xx, xx, xx xx-xx-2020 – Appraisal Site inspections xx, xx, xx
Approvals	FMV's approved by City of Grand Junction – Parcels xx, xx, xx
Biweekly meeting xx/xx/2020	Old Business completed: Continuing Business: New Business:
Offers to Acquire	Offers delivered: Parcels xx, xx, xx
Agreements signed	Parcels xx, xx, xx
Closed	Parcels xx, xx, xx
Relocation Assistance	Replacement Housing determination approved xx-xx-2020 90-day eligibility letter delivered xx-xx-2020
OTHER:	

Boulder County Flood Recovery Lower Fourmile Canyon Drive - Project Right of Way Conditions



**BOULDER COUNTY TRANSPORTATION DEPARTMENT
ENGINEERING DIVISION**



**LOWER FOURMILE CANYON DRIVE
RIGHT OF WAY CONDITIONS REPORT**

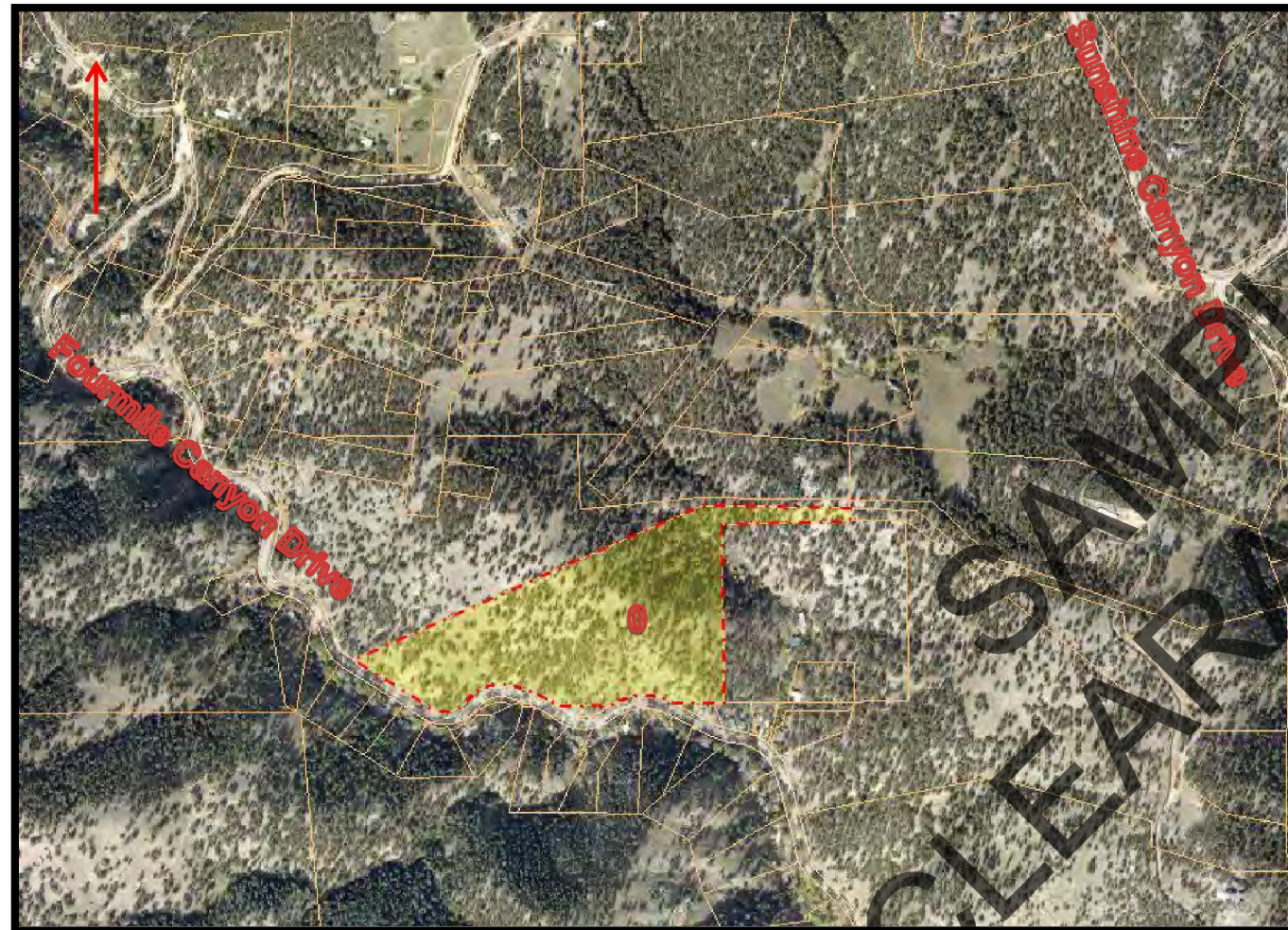
PROJECT NO: 4043.SEPT12C36

Boulder County Flood Recovery Lower Fourmile Canyon Drive - Project Right of Way Conditions

Parcel No.: LFS-01
Owner: Luke Leonard Wittemyer
Site address: 0 Sunshine Canyon Drive
Boulder, CO 80302
Mailing address: 5130 E. 18th Avenue
Denver, CO 80220
Phone: (303) 717-7612

Attachments:

- 1) Memorandum of Agreement
- 2) Permanent Easement Agreement
- 3) Temporary Easement Agreement
- 4) Site Photos
- 5) Roadway Plans



Special conditions:
1) Reset fence where disturbed.

	BOULDER COUNTY TRANSPORTATION DEPARTMENT ENGINEERING DIVISION		LOWER FOURMILE CANYON DRIVE RIGHT OF WAY CONDITIONS REPORT	
			PROJECT NO: 4043.SEPT12C36	LFS-01 WITTEMYER 0 SUNSHINE CANYON DRIVE



**BOULDER COUNTY
MEMORANDUM OF AGREEMENT**

Project Code:	Parcel Nos.: PE-LFS-01, TE-LFS-01-A and TE-LFS-01-B	
Project No: Sept12C36		
Location: 0 Sunshine Canyon Drive		
County: Boulder	Owner: Luke Leonard Wittemyer	

This agreement made on Feb. 28th, 2017 is between **The County of Boulder, a body corporate and politic (GRANTEE)** and **Luke Leonard Wittemyer (GRANTOR)**, for the purchase of the parcel(s) above.

Just compensation was determined by an appropriate valuation procedure prepared in accordance with Colorado state laws and regulations. The amount of money and/or compensation listed below is full consideration for the following land, easements, improvements, and damages of any kind.

Permanent Easement (described in attached exhibit) PE-LFS-01	1,722 square feet	
Temporary Easement (described in attached exhibit) TE-LFS-01-A	202 square feet	
Temporary Easement (described in attached exhibit) TE-LFS-01-B	76 square feet	
Improvements - 1 small tree (\$300/tree)		
Damages -		
	Gross Total	
	Net Total	

As a condition of the settlement herein:

1. GRANTEE will reset fence where disturbed.

The GRANTOR:

- 1) Will, at the closing, pay all taxes (including prorated taxes for the current year) and special assessments for the current year;
- 2) Has entered into this agreement only because the GRANTEE has the power of eminent domain and requires the property for public purposes;
- 3) Is responsible for securing releases from all liens, judgments and encumbrances to deliver clear, unencumbered title to GRANTEE. Any encumbrance required to be paid by GRANTOR shall be paid at or before closing from the proceeds of the transaction hereby contemplated or from any other source;
- 4) Will execute and deliver to GRANTEE those documents indicated below;

The GRANTEE:

- 1) Will be entitled to specific performance of this agreement upon tender of the agreed consideration;
- 2) Will be held harmless from any claims against the property or to any interest in the property, except for any benefits due under relocation law;
- 3) Will make payment after receiving acceptable conveyance instruments from the GRANTOR;
- 4) Will take possession and use of the parcel(s) when it deposits the consideration, as set forth above, into an escrow account for the benefit of the GRANTOR, or when GRANTEE disburses funds to GRANTOR.

Transfer of title to the parcel(s) shall occur upon performance of any and all terms under this agreement, and release of the payment from escrow to the GRANTOR, unless other arrangements are made that follow Title III of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970, as amended; and

5) Will prepare the following documents:

- | | |
|--|---|
| <input type="checkbox"/> General Warranty Deed | <input type="checkbox"/> Utility Easement |
| <input type="checkbox"/> Access Deed | <input checked="" type="checkbox"/> Permanent Easement (1) |
| <input type="checkbox"/> Full Release(s) Book/Page: | <input type="checkbox"/> Slope Easement |
| <input type="checkbox"/> Partial Release(s) Book/Page: | <input checked="" type="checkbox"/> Temporary Easements (2) |
| <input type="checkbox"/> Or (specify) | |
| <input type="checkbox"/> Title Company to prepare documents except | |

Payable to: Luke Leonard Wittemyer

Kalan Falbo, Real Estate Specialist

Kalan Falbo

GRANTOR (signature)

Luke Leonard Wittemyer

Attach form W-9

GRANTOR (printed)

Luke Leonard Wittemyer

Attest as to form:

Michael Rogakis

Michael Rogakis, Boulder County, Real Estate Specialist

Date: *3/2/17*

PROJECT NO.: Sept12C36
LOCATION: Fourmile Canyon Drive
PERMANENT EASEMENT NO.: PE-LFS-01

PERMANENT SLOPE EASEMENT

This permanent easement made this 28th day of February, 2017 between **Luke Leonard Wittemyer** hereinafter referred to as Grantor, whose address is 5130 E 18th Avenue, Denver, Colorado 80220, and **The County of Boulder, a body corporate and politic**, of the State of Colorado, hereinafter referred to as County, whose legal address is P. O. Box 471, Boulder, Colorado 80306.

Grantor, for and in consideration of the sum of [REDACTED] and other valuable consideration, in hand paid by the County, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, and convey unto the County, its successors and assigns forever, a perpetual permanent easement over, across, and on, the following described real property located in the County of Boulder, State of Colorado, and described as follows:

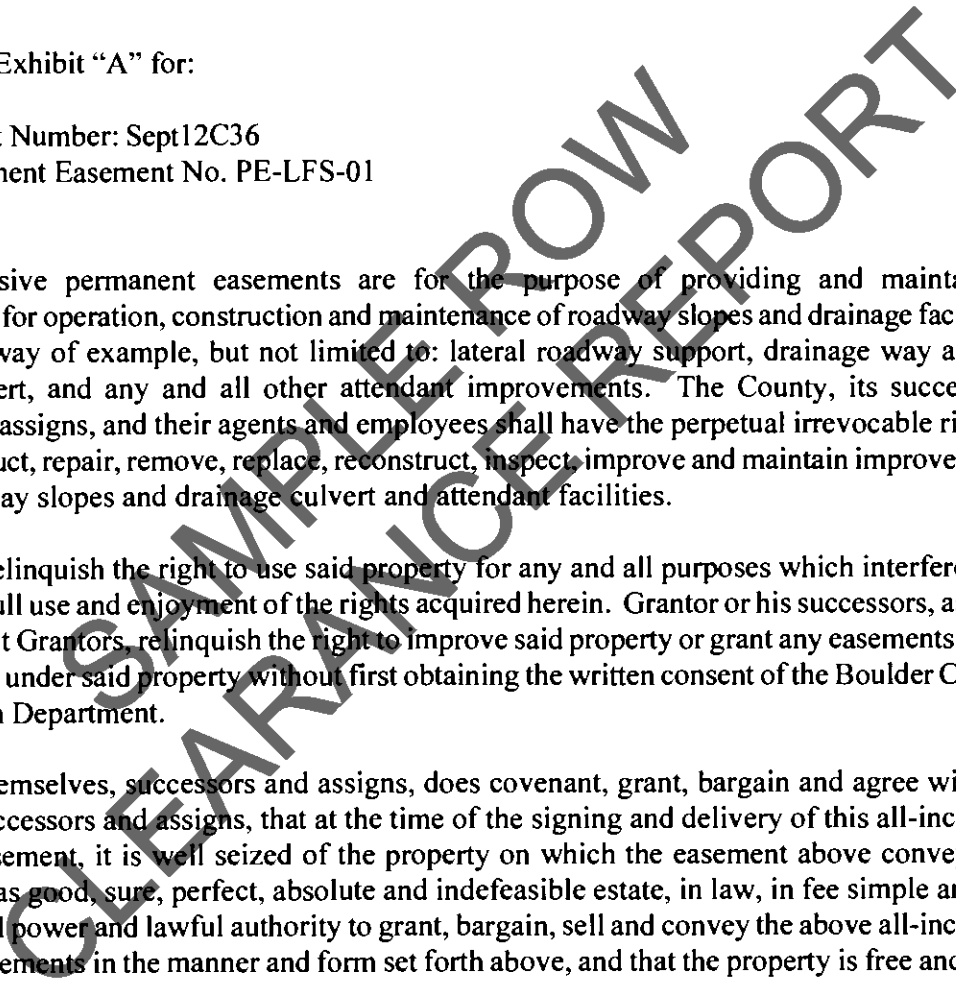
See Attached Exhibit "A" for:

Project Number: Sept12C36
Permanent Easement No. PE-LFS-01

Said all-inclusive permanent easements are for the purpose of providing and maintaining improvements for operation, construction and maintenance of roadway slopes and drainage facilities, including by way of example, but not limited to: lateral roadway support, drainage way access, drainage culvert, and any and all other attendant improvements. The County, its successors, contractors or assigns, and their agents and employees shall have the perpetual irrevocable right to survey, construct, repair, remove, replace, reconstruct, inspect, improve and maintain improvements for said roadway slopes and drainage culvert and attendant facilities.

Grantor will relinquish the right to use said property for any and all purposes which interfere with the County's full use and enjoyment of the rights acquired herein. Grantor or his successors, assigns and subsequent Grantors, relinquish the right to improve said property or grant any easements upon, over, across or under said property without first obtaining the written consent of the Boulder County Transportation Department.

Grantor for themselves, successors and assigns, does covenant, grant, bargain and agree with the County, its successors and assigns, that at the time of the signing and delivery of this all-inclusive permanent easement, it is well seized of the property on which the easement above conveyed is located, and has good, sure, perfect, absolute and indefeasible estate, in law, in fee simple and has good right, full power and lawful authority to grant, bargain, sell and convey the above all-inclusive permanent easements in the manner and form set forth above, and that the property is free and clear





December 5, 2016

EXHIBIT "A"

**LEGAL DESCRIPTION
Permanent Easement
LFS 01**

A Permanent Easement in a portion of Assessor's Parcel No. 146127000057, recorded January 11, 1993 as Reception No. 1256222 of the records of Boulder County, Colorado. Being a portion of the NW1/4 of the NW1/4 of Section 27, T1N, R71W of the 6TH P.M., County of Boulder, State of Colorado, more particularly described as follows:

COMMENCING at the Northwest Corner of Section 27 from which the North Quarter Corner of Section 28 bears South 88° 58' 56" West, 2572.71 feet distant (Basis of Bearing);

Thence South 35° 13' 28" East, 1592.13 feet to the Northerly Margin of Four Mile Canyon Drive and the POINT OF BEGINNING;

Thence South 89° 36' 31" West, 3.67 feet;

Thence North 39° 23' 12" East, 74.54 feet;

Thence North 55° 13' 55" East, 50.45 feet;

Thence North 33° 50' 28" East, 17.93 feet;

Thence North 76° 21' 21" East, 17.64 feet;

Thence South 28° 00' 18" East, 22.23 feet to said Margin;

Thence South 73° 39' 38" West along said Margin, 1.02 feet to the beginning of a 200.77 foot radius curve to the left, having a chord that bears South 62° 32' 09" West, 77.47 feet;

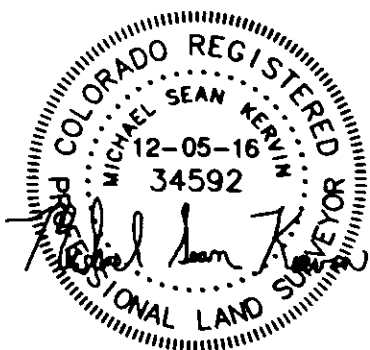
Thence Southerly 77.96 feet along said Margin and arc of said curve, concave to the Southeast, through a central angle of 22° 14' 58";

Thence South 51° 24' 40" West along said Margin, 27.99 feet;

Thence South 43° 51' 16" West along said Margin, 44.80 feet to the POINT OF BEGINNING.

AREA = 1,722 square feet, more or less.

CLEARANCE ROW REPORT



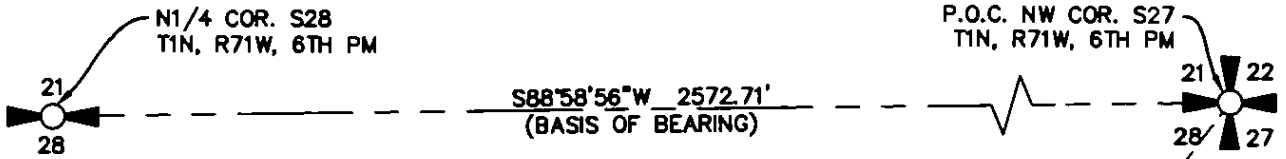
Michael Sean Kervin, PLS 34592
Project: BKRC-09
For and on Behalf of
David Evans and Associates, Inc.

Notes:

- 1.) NOTICE: According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discovered such defect. In no event, may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown.
- 2.) Legal description was prepared by Michael S. Kervin, PLS, 1600 Broadway, Suite 800, Denver, CO 80202.
- 3.) This legal description was prepared without the benefit of a boundary survey.

SAMPLE ROW
CLEARANCE REPORT

**EXHIBIT A
PERMANENT EASEMENT
LOCATED IN THE NW1/4 OF THE NW1/4 OF SECTION 27, T1N, R71W OF THE
6TH P.M., COUNTY OF BOULDER, STATE OF COLORADO**



EASEMENT CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	CHORD BEARING	CHORD LENGTH
C1	200.77'	77.96'	22°14'58"	S62°32'09"W	77.47'

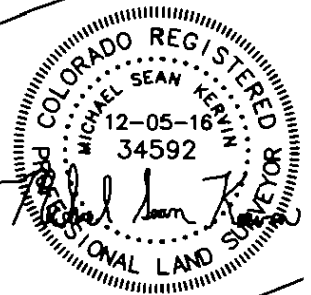
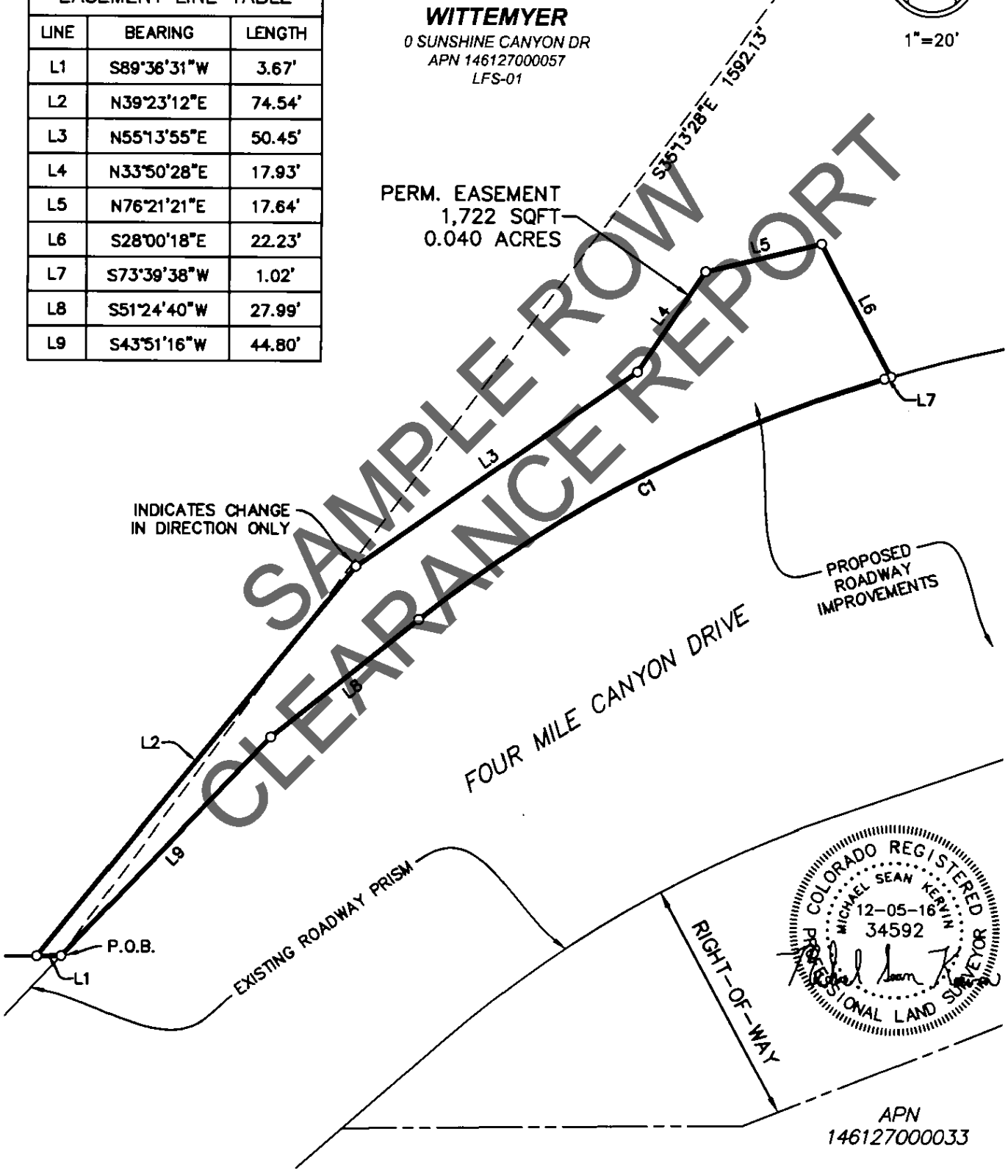
EASEMENT LINE TABLE		
LINE	BEARING	LENGTH
L1	S89°36'31"W	3.67'
L2	N39°23'12"E	74.54'
L3	N55°13'55"E	50.45'
L4	N33°50'28"E	17.93'
L5	N76°21'21"E	17.64'
L6	S28°00'18"E	22.23'
L7	S73°39'38"W	1.02'
L8	S51°24'40"W	27.99'
L9	S43°51'16"W	44.80'

WITTEMYER
0 SUNSHINE CANYON DR
APN 146127000057
LFS-01

PERM. EASEMENT
1,722 SQFT
0.040 ACRES



1"=20'



APN
146127000033



**DAVID EVANS
AND ASSOCIATES INC.**
1600 Broadway, Suite 800
Denver, Colorado 80202
Phone: 720.946.0969

PROJECT NO BKRC00000010	SHEET NO SHEET 1 OF 1
FILE NAME 146127000057	DRAWN BY DAMA
DATE 12/05/16	CHECKED BY DEV
SCALE 1"=20'	PROJECT MANAGER MSK

EXHIBIT MAP

PERMANENT EASEMENT

**LFS-01 WITTEMYER
0 SUNSHINE CANYON DRIVE**

PROJECT NO.: Sept12C36
LOCATION: Fourmile Canyon Drive
TEMPORARY EASEMENT NO.: TE-LFS-01-A,
TE-LFS-01-B

GRANT OF TEMPORARY EASEMENT FOR CONSTRUCTION

This easement made this 28th day of February, 2017, between **Luke Leonard Wittemyer** (hereinafter referred to collectively as "Grantor"), whose address is 5130 E 18th Avenue, Denver, Colorado 80220, and **The County of Boulder, a body corporate and politic**, of the State of Colorado (hereinafter referred to as the "County"), whose legal address is P.O. Box 471, Boulder, Colorado 80306.

Grantor, for and in consideration of [REDACTED] in hand paid, receipt of which is hereby acknowledged, and other good and valuable consideration, does hereby grant, bargain, sell and convey unto the County, its successors and assigns, a Temporary Construction Easement for roadway and drainage improvements (the "Easement") associated with County Project No. Sept12C36 (the "Project"), together with all rights and privileges as are necessary or incidental to the reasonable and proper use of such easement over, under and across the tract of land described as follows:

TE-LFS-01-A

See "Exhibit A", attached hereto, and by this reference made a part hereof, and containing a total of 202 square feet; and

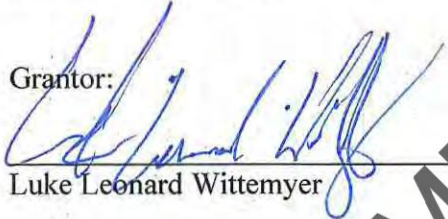
TE-LFS-01-B

See "Exhibit A", attached hereto, and by this reference made a part hereof, and containing a total of 76 square feet,

1. Said Easement shall commence no sooner than ten days after Grantor receives a Notice of the County's intention to occupy the Temporary Easement(s) and shall expire 1 year from the date of the aforementioned Notice.
2. Grantor further grants to the County the right of ingress to and egress from said land for the purpose of construction on said Easement.
3. During the term of the Easement, Grantor shall not erect or construct, or allow to be erected or constructed, any building or other structure on the lands described herein which may interfere with the County's full enjoyment of the rights hereunder.

4. As a condition of the granting of the Easement, the County covenants and agrees to restore the surface of the Easement to a level comparable to its original condition, except as may be permanently modified to accommodate Project improvements and further excepting any surface improvements, including but not limited to, landscaping, trees or other improvements to which the Grantor and the County have agreed upon permanent removal.
5. The County covenants and agrees that access to property will be maintained through construction without interruption.
6. The parties hereto agree that neither has made or authorized any agreement with respect to the subject matter of this instrument other than expressly set forth herein, and no oral representation, promise, or consideration different from the terms herein contained shall be binding on either party, or its agents or employees, hereto.
7. All the covenants herein contained shall be binding upon and inure to the benefit of the parties hereto, its personal representatives, successors and assigns.

IN WITNESS WHEREOF, the Grantor has caused their name to be subscribed hereto, the day and year first written above.

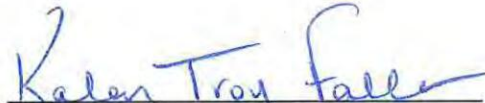
Grantor: 
 Luke Leonard Wittemyer

STATE OF COLORADO }
 } SS.
 COUNTY OF DENVER }

The foregoing instrument was acknowledged before me this 28th day of February, 2017, by Luke Leonard Wittemyer.

WITNESS my hand and official seal.

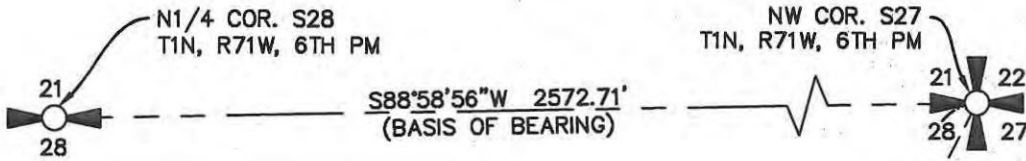
KALAN TROY FALBO NOTARY PUBLIC STATE OF COLORADO NOTARY ID 20134027784 COMMISSION EXPIRES AUG. 23, 2017


 Notary Public, whose address is:

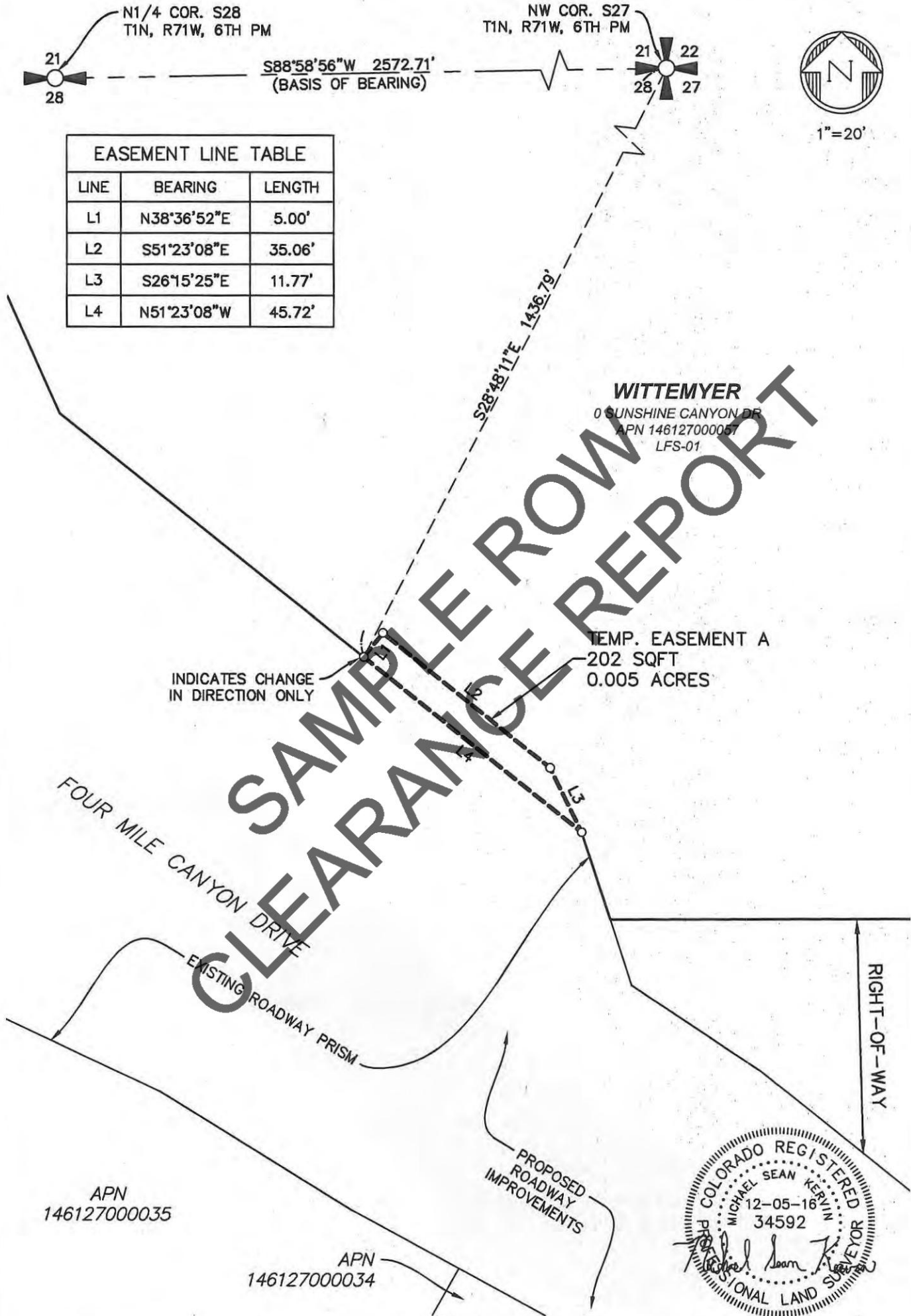
My commission expires: 8/23/2017

CLEARANCE REPORT

**EXHIBIT A
TEMPORARY EASEMENT
LOCATED IN THE NW1/4 OF THE NW1/4 OF SECTION 27, T1N, R71W OF THE
6TH P.M., COUNTY OF BOULDER, STATE OF COLORADO**




EASEMENT LINE TABLE		
LINE	BEARING	LENGTH
L1	N38°36'52"E	5.00'
L2	S51°23'08"E	35.06'
L3	S26°15'25"E	11.77'
L4	N51°23'08"W	45.72'



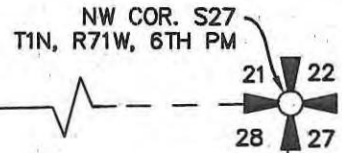
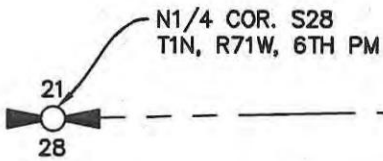
SAMPLE ROW CLEARANCE REPORT



 <p>DAVID EVANS AND ASSOCIATES INC. 1600 Broadway, Suite 800 Denver, Colorado 80202 Phone: 720.946.0969</p>	PROJECT NO.: BKRC00000010	SHEET NO.: SHEET 1 OF 2	<p>EXHIBIT MAP</p> <p>TEMPORARY EASEMENT</p>
	FILE NAME: 146127000057	DRAWN BY: DAMA	
	DATE: 12/05/16	CHECKED BY: DEV	
	SCALE: 1"=20'	PROJECT MANAGER: MSK	

**LFS-01 WITTEMYER
0 SUNSHINE CANYON DRIVE**

EXHIBIT A
TEMPORARY EASEMENT
 LOCATED IN THE NW1/4 OF THE NW1/4 OF SECTION 27, T1N, R71W OF THE
 6TH P.M., COUNTY OF BOULDER, STATE OF COLORADO



S88°58'56"W 2572.71'
 (BASIS OF BEARING)



1"=20'

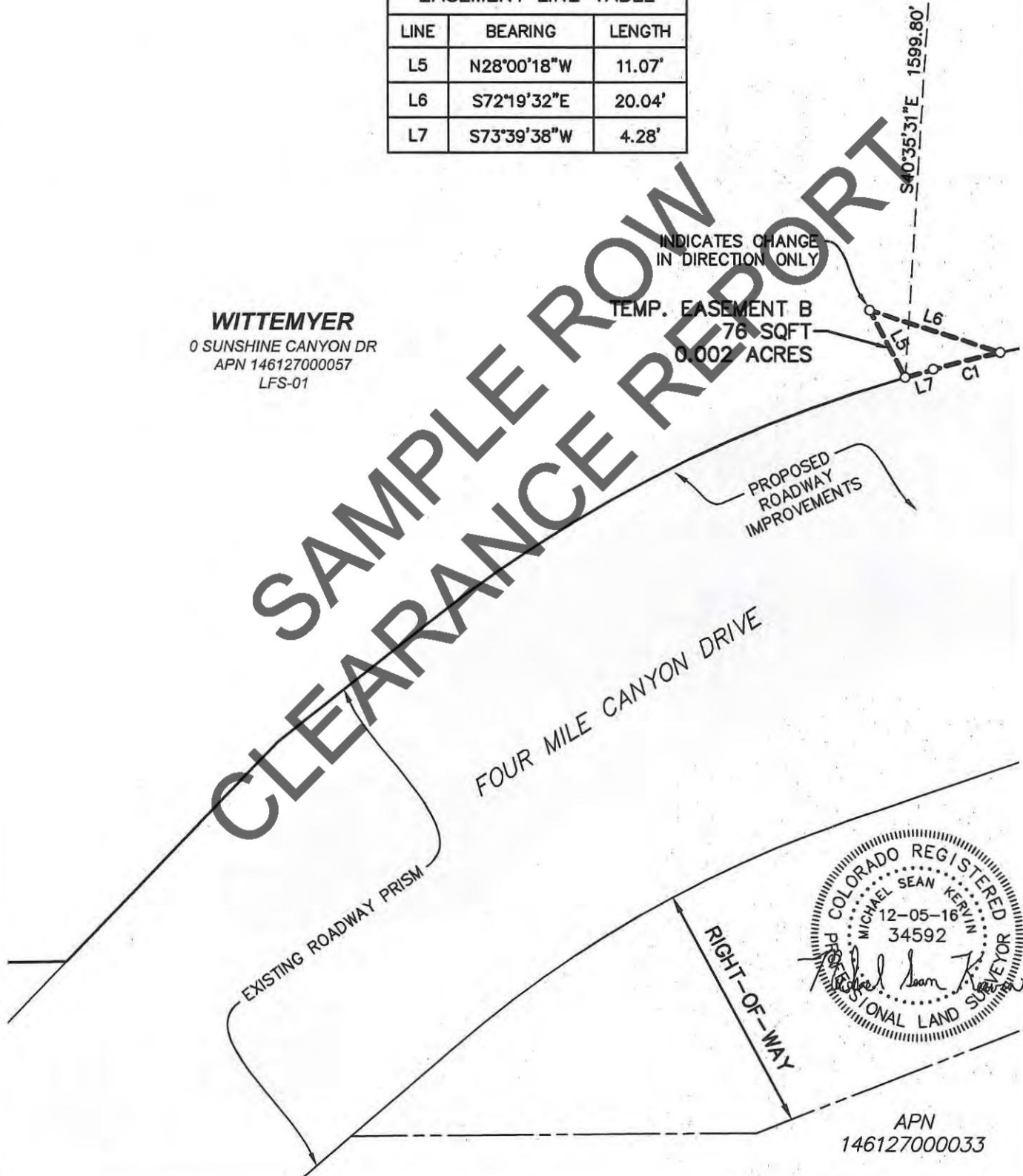
EASEMENT CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	CHORD BEARING	CHORD LENGTH
C1	138.51'	10.10'	4°10'44"	S75°45'00"W	10.10'

EASEMENT LINE TABLE		
LINE	BEARING	LENGTH
L5	N28°00'18"W	11.07'
L6	S72°19'32"E	20.04'
L7	S73°39'38"W	4.28'

WITTEMYER
 0 SUNSHINE CANYON DR
 APN 146127000057
 LFS-01

INDICATES CHANGE
 IN DIRECTION ONLY
 TEMP. EASEMENT B
 76 SQFT
 0.002 ACRES

SAMPLE ROAD CLEARANCE REPORT



APN
 146127000033



**DAVID EVANS
 AND ASSOCIATES INC.**
 1600 Broadway, Suite 800
 Denver, Colorado 80202
 Phone: 720.946.0969

PROJECT NO.: BKRC00000010	SHEET NO.: SHEET 2 OF 2
FILE NAME: 146127000057	DRAWN BY: DAMA
DATE: 12/05/16	CHECKED BY: DEV
SCALE: 1"=20'	PROJECT MANAGER: MSK

EXHIBIT MAP

TEMPORARY EASEMENT

LFS-01 - Wittemyer


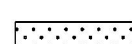



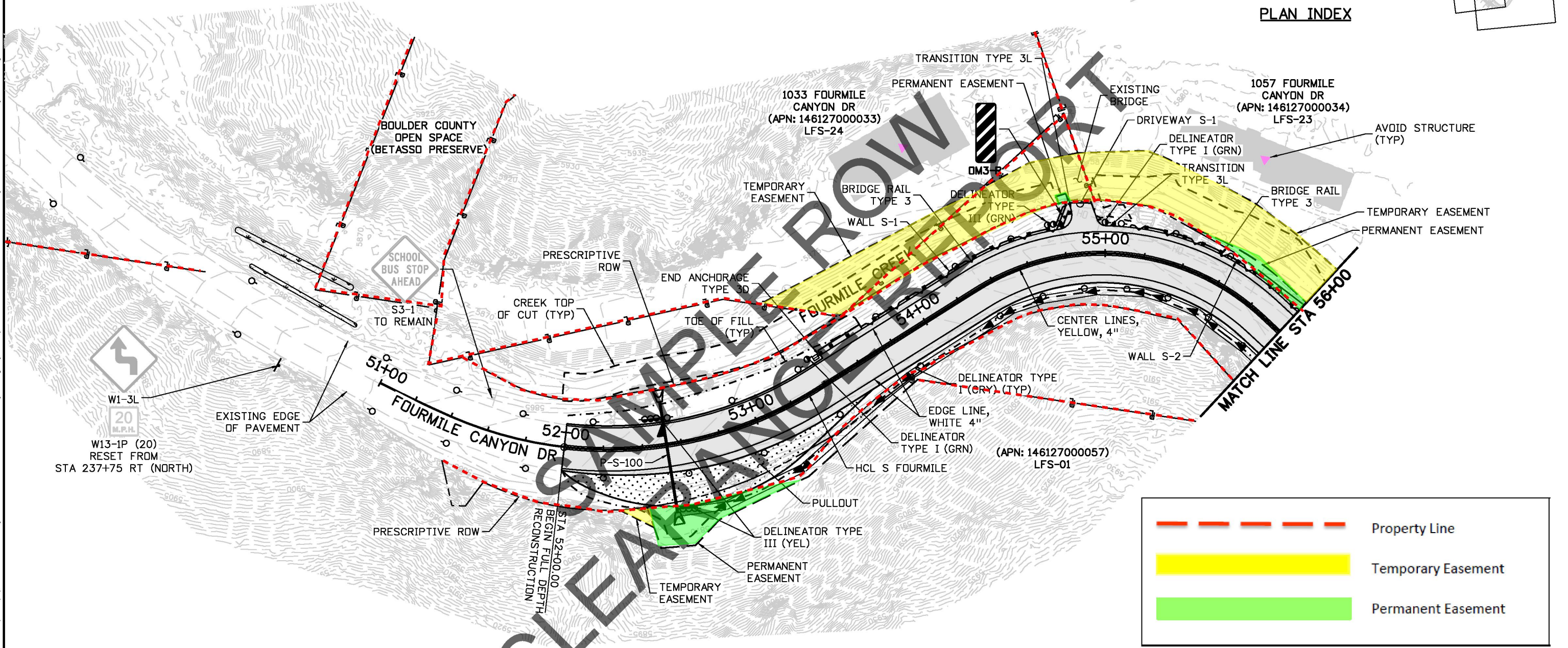
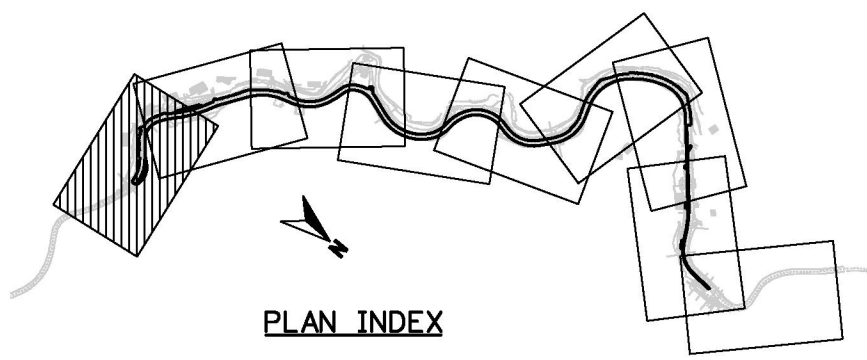
Re-set fence where disturbed.

LFS-01 - Wittemyer



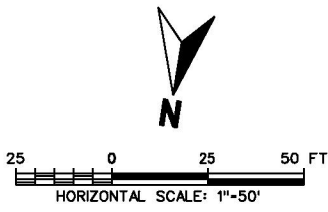
LEGEND



-  HMA PAVEMENT
-  AGGREGATE BASE COURSE
-  EXISTING WETLAND




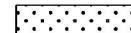
NOTE:

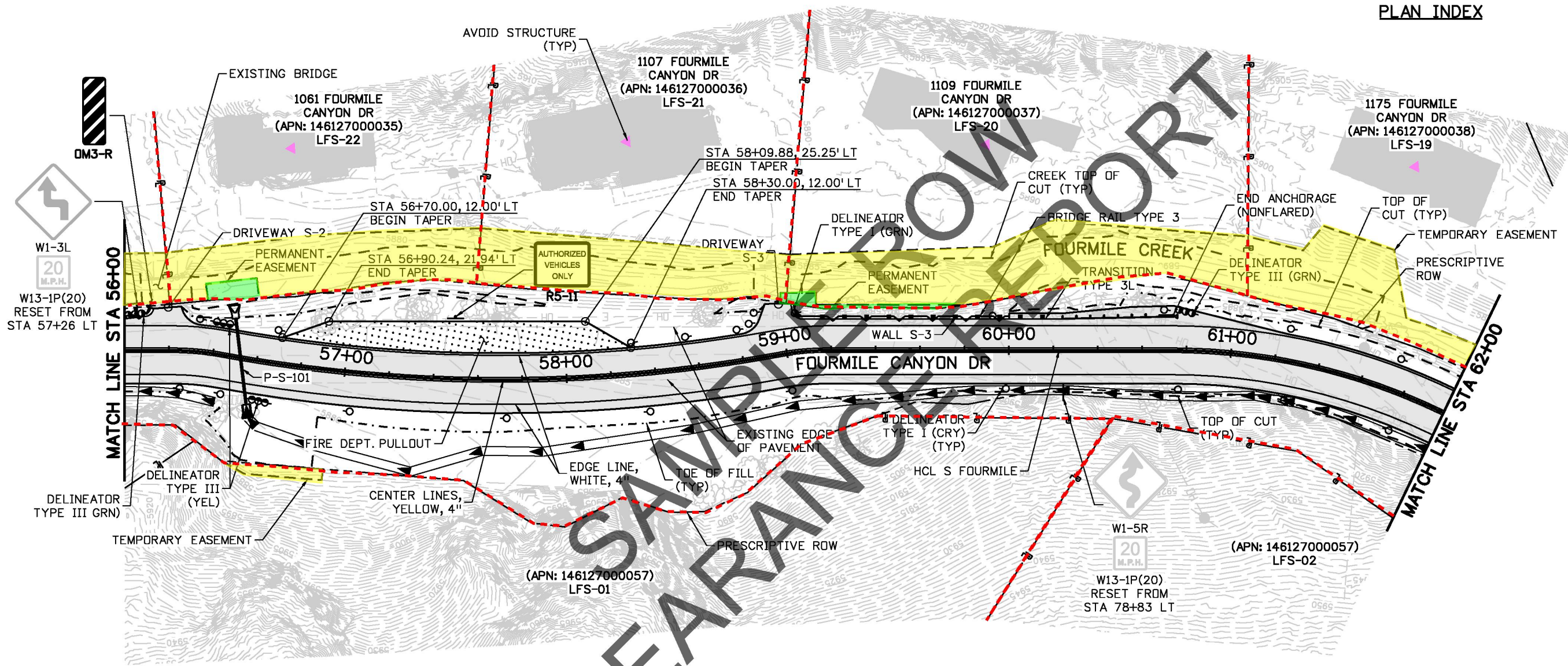
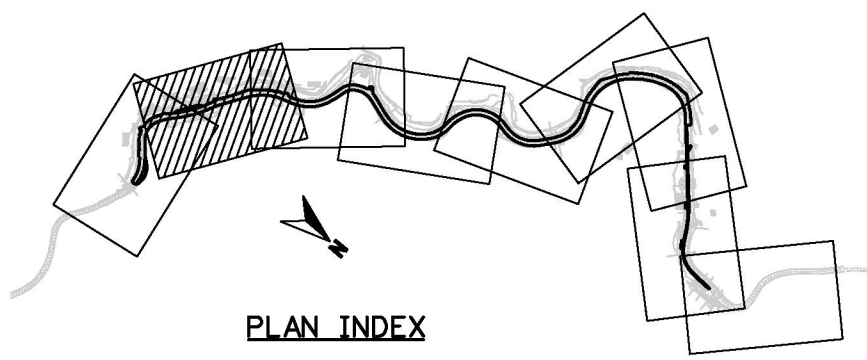
1. THE CONTRACTOR SHALL REFER TO THE ROW SPECIAL CONDITIONS REPORT FOR PERMANENT EASEMENT LIMITS AND OTHER ROW CONDITIONS.



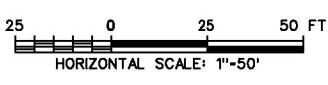
90% SET		CALL UTILITY NOTIFICATION CENTER OF COLORADO CALL 2-BUSINESS DAYS IN ADVANCE BEFORE YOU DIG, GRADE, OR EXCAVATE FOR THE MARKING OF UNDERGROUND MEMBER UTILITIES			NO.	DATE	REVISION DESCRIPTION:		BOULDER COUNTY TRANSPORTATION DEPARTMENT ENGINEERING DIVISION				FOURMILE CANYON DR (SOUTH) ROADWAY PLANS (1 OF 9)	
		REVISIONS:	DESIGNED: MEM	CAD: EAV	CHECKED: DTW	DATE: 12/20/16	PROJECT NO: 4043.SEPT12C36		SHEET NO: 80	Michael Baker INTERNATIONAL		LFS-01 WITTEMYER 0 SUNSHINE CANYON DRIVE		



LEGEND

-  HMA PAVEMENT
-  AGGREGATE BASE COURSE



NOTE:
 1. THE CONTRACTOR SHALL REFER TO THE ROW SPECIAL CONDITIONS REPORT FOR PERMANENT EASEMENT LIMITS AND OTHER ROW CONDITIONS.



90% SET		CALL UTILITY NOTIFICATION CENTER OF COLORADO CALL 2-BUSINESS DAYS IN ADVANCE BEFORE YOU DIG, GRADE, OR EXCAVATE FOR THE MARKING OF UNDERGROUND MEMBER UTILITIES			NO.	DATE	REVISION DESCRIPTION:		BOULDER COUNTY TRANSPORTATION DEPARTMENT ENGINEERING DIVISION				FOURMILE CANYON DR (SOUTH) ROADWAY PLANS (2 OF 9)	
		REVISIONS:	DESIGNED: MEM	CAD: EAV	CHECKED: DTW	DATE: 12/20/16	PROJECT NO: 4043.SEPT12C36		SHEET NO: 81					

mary.marks 1:18:11 PM 12/20/2016 pm \\DCPW\APP1\lbr.mbakercorp.com\pwwork\Documents\Projects\Lakewood\Office\Boulder_County_Emergency_Transportation\TOS\03_V08_Sheet_V08_Roadway\ADGN\South\Fourmile_Roadway_S-Plan02.dgn

APPENDIX A – RESUMES/STATEMENTS OF QUALIFICATION



Bradley Rodenberg – Principal/Project Manager

Mr. Rodenberg is Vice-President of TRS Corp. He has managed right of way projects for Colorado public agencies statewide, including RTD, the Colorado Department of Transportation, City of Colorado Springs and the City of Grand Junction. His duties as Principal with TRS include project management and development of TRS right of way staff. Having 23 years of industry experience, he is recognized for his ability to develop innovative solutions to the unique challenges presented when acquiring private property for public purposes.

REPRESENTATIVE PROJECTS:

Education:

*Iowa State University
Bachelor of Science
Dairy Science
1992*

Certifications:

*Relocation Certification
(International Right of Way
Assn.)*

*Colorado Real Estate Broker
(inactive)*

Continuing Education
*(International Right of Way
Assn.)*

103 Ethics and the Right of
Way Profession
105 Uniform Act
Executive Summary
200 Real Estate Negotiations
501 Residential Relocation
502 Business Relocation
503 Mobile Home Relocation
504 Computing Replacement
Housing Payments
600 Environmental Awareness
800 Real Estate Law

Jones Real Estate College -
Colorado Real Estate Broker

Texas A&M Commerce,
Continuing Education for
Licensing, Inc.,
Texas salesperson

I-225 Light Rail Expansion, Kiewit Infrastructure Co. - Aurora, CO

Right of Way Project Manager for Kiewit Infrastructure Co. for 10.5 mile, design/build light rail expansion from Iliff Avenue to Smith Road on behalf of Regional Transportation District (RTD) in Aurora, Colorado. Project management to include oversight of the acquisition of real property interests, relocation of residents, businesses, and storage units, on behalf of RTD. Also includes management of temporary construction workspace procurement for Kiewit, and chair of joint right of way task force with Kiewit, RTD, City of Aurora and AECOM. Contract management to include appraisal, review appraisal, appraisal specialty consultants, move estimators, and title companies.

Woodmen Road Corridor Improvements, City of Colorado Springs

Right of Way Project Manager for second phase of federally funded transportation infrastructure project along Woodmen Road in northern Colorado Springs. In this role, served as contract manager for appraisal and title services, liaison with CDOT for compliance matters, and project manager for the acquisition of 50 property interests and two residential relocations. Collaborated with the City to implement independent septic repair project for owners with impacted septic systems.

Sundance Water Supply, Cherokee Metropolitan District, El Paso County

Project Manager for right of way activities associated with the development of a 15-mile water supply line from well field in Northern El Paso County to storage tank in Cherokee Metropolitan District service boundaries. The scope of this Project extended over 2 years, with TRS leading the effort for public outreach and input with regard to route selection. TRS queried property owners along various route segments for comment and acceptance of the pipeline. Secured options to acquire from private property owners through route development phase, as well as one parcel in fee simple to locate a 2 million gallon storage tank. Displaced occupants were relocated consistent with Uniform Act guidelines. Acquired all easements without the District's exercise of condemnation.

Vincent Drive Bridge and Roadway Extension, City of Colorado Springs

Right of Way Project manager for City project to include the acquisition of 15 parcels of right of way, the displacement of 5 businesses and the displacement of one residential tenant. Right of way was delivered, in part through the use of Possession and Use Agreements, with negotiated settlements ultimately concluded with all property owners. Duties included coordination of title and appraisal, and oversight of the property acquisition and relocation processes. As the Project progressed, there was an additional business displaced and the need to acquire a non-conforming billboard that could not be relocated.



Tim Woodmansee – Senior Project Manager

Education:

University of Colorado at Boulder
Real Estate Practice
Real Estate Law
Real Estate Law and Contracts
 FHWA Administration
Real Estate Acquisition for Local Public Agencies
 BLM Land Surveys and Water Boundaries
 Metropolitan State College of Denver
Boundary Law I
 International Right of Way Association (IR/WA)
Principles of Real Estate Acquisition
IR/WA Effective Written Communications
IR/WA Appraisal of Partial Acquisitions
IR/WA Land Titles
IR/WA Income Approach to Right-of-Way Valuation
IR/WA Legal Aspects of Easements
 State of Colorado Supervisory Certificate Program

Licenses/Registrations:

IR/WA Candidate for SR/WA Designation
 State of Colorado Notary Public

Mr. Woodmansee has represented the State of Colorado and local governments in real estate, water rights and mineral matters since 1986, and has overseen the acquisition of thousands of right-of-way and easement parcels for the installation of infrastructure ranging from highways to utilities and drainage facilities. His duties with TRS include managing right-of-way acquisition for Colorado public agencies. His experience includes obtaining permits and authorizations from the BLM, Bureau of Reclamation, USFS, FAA, Colorado Division of Parks & Outdoor Recreation, Colorado State Land Board & Union Pacific Railroad. Tim is respected for his experience and expertise and qualified by CDOT as a Subject Matter Expert in right-of-way acquisition & relocation advisory services.

PRIOR EXPERIENCE:

Right of Way Manager, CDOT Region 3

August 2007 to October 2012; December 2013 to April 2020

Tim managed the Right-of-Way Acquisition, Relocation, Appraisal, Plans & Survey Unit covering a territory of 30,000 square miles with 14 counties and 52 cities & towns in Western and Northwestern Colorado. The Region 3 Right-of-Way Unit provides expertise and services in surveying, eminent domain appraisals, real estate acquisition, relocation advisory services, access modifications, permitting and property management. During his career at CDOT, Tim served on the Region Leadership Team and managed the performance of fourteen professionals in the right of way unit. He was responsible for scheduling, budgets, litigation support, approval of settlements, and federally delegated oversight of local agency use of federal aid funds.

Senior Project Manager, TRS Corp. - October 2012 to December 2013

Mr. Woodmansee managed right-of-way acquisition and relocation advisory services on behalf of Colorado governmental agencies and quasi-governmental agencies for both federally funded and non-federally funded projects. Tim returned to CDOT Region 3 in December 2013 to be near his family and serve his community with the Mesa County Search and Rescue Team

Senior ROW Specialist, H.C. Peck & Assoc. – August 2004 to August 2007

Mr. Woodmansee performed all functions related to right-of-way acquisition and relocation advisory services in his consulting manager's role. Representative projects include the Riverside Parkway in Grand Junction, the Quebec Street expansion from I-270 to SH 2 in Commerce City and serving as special advisor to the City & County of Denver right-of-way program.

Real Estate Manager, City of Grand Junction – January 1986 to August 2004

Mr. Woodmansee managed the City's Real Estate Division comprised of 3 Real Estate Specialists, 2 Technicians, City Surveyor and 3 survey crews to execute the acquisition, exchange, disposition, utilization, leasing and permitting of real estate, water rights, mineral rights and fixed assets. Under Tim's direction, this Division reviewed proposed developments to ensure compliance with City Code and Colorado Statutes. Tim prepared and administered the Division's budget, gave testimony before the City Council and Planning Commission, and prepared reports, resolutions, ordinances and permits for real estate purchases, zoning changes, permits and right-of-way vacations.



Jeffery Perret – Senior Real Estate Specialist/Project Manager

Jeff Perret is a right of way/relocation project manager with TRS. Jeff has over 12 years of practical, Uniform Act right of way experience with the team at TRS. His responsibilities include project management, property owner outreach and negotiations, relocation of residential occupants, businesses and personal property, along with closing coordination. Jeff retired as Captain from the Colorado Springs Fire Department in 2003. Jeff's background in dealing with emergency situations provides him effective communication and conflict resolution skills.

REPRESENTATIVE PROJECTS:

Hodgen Road Safety Project Phase II, El Paso County Colorado/PPRTA

Mr. Perret secured real property on behalf of El Paso County, Colorado for this PPRTA roadway improvement project. Mr. Perret served as liaison with over 30 adjacent property owners through the right of way plan development and final design phase of the Project. He subsequently coordinated valuation efforts for the Project, negotiated the real property interests needed for the Project, and arranged for closing through the County's title company.

29 Road/I-70B Interchange, Mesa County & City of Grand Junction

The project was a collaborative effort between the City of Grand Junction and Mesa County, with their respective jurisdictions east and west of 29 Road. Jeff worked as acquisition agent on 65 partial acquisitions and assisted with the relocation of two residential properties and the personal property moves. While not federally funded, the Project adopted relocation standards that mirrored the Uniform Act. Jeff was involved with the Project's property owner outreach program, reviewing the design elements and personally delivering Notices of Intent. He obtained permissions to enter from property owners along the Project to facilitate survey and appraisals.

I-70 Business Loop, CDOT Region 3 & City of Grand Junction

Mr. Perret negotiated on behalf of CDOT for rights of way necessary for roadway, utility, and frontage road improvements along a 2-mile segment of I-70, a highly developed commercial corridor, in Grand Junction. Negotiations involved partial property acquisitions along this commercial corridor, and relocation efforts included development of complex move cost estimates for a modular home sales business. He also acquired utility easements, on short notice, on behalf of the City to facilitate early action utility relocations and undergrounding.

D½ Road Improvements – 30 Road to 32 Road, Mesa County

Mr. Perret secured right of way and easements from property owners along this roadway/utility improvement project, necessitated by a tragic accident within this school zone. Jeff coordinated valuation efforts with independent appraisers, prepared value findings and conducted informal closings of all acquisitions (including partial release procurement).

Education:

Emporia State College
General Education 1978

AIMES Community College,
Real Estate Training Center, 2001-02

Continuing Education:

Career WebSchool-
CO Board of RE Appraiser CE, 2004
American R.E. College-Westminster,
30 Hr Residential Appraisal Update
2005
FHA Certified Appraiser, 2006
Colorado Real Estate Broker Course –
2010
IRWA – Residential Relocation



Richard B. Pittenridge, SR/WA – ROW Project Manager

Mr. Pittenridge provides right of way support services, including acquisition/relocation, due diligence, permitting and title research to public clients including the Colorado Department of Transportation, RTD, the City of Aurora, Weld County and Boulder County. He obtained the SR/WA (Senior Right of Way Agent) designation from the International Right-of-Way Association, and his project experience includes federally funded infrastructure projects, pipeline easement acquisition, claims settlements, and permitting of utilities for roads, railroads, Army Corps of Engineers and BLM. He is a skilled negotiator and tireless worker, utilizing his 20 years of experience to anticipate challenges and provide equitable solutions.

Education:

Coursework
Oklahoma State University
Oklahoma City Community College

Certifications:

Senior Right of Way Agent
Negotiation Certification
(*International Right of Way Assn.*)

Continuing Education

(*International Right of Way Assn.*)
100A Real Estate Appraisal
100N Real Estate Negotiation
103 Ethics & ROW Profession
200 Real Estate Negotiations
201 Communications
205 Bargaining Negotiations
207 Negotiations - Federal Land
215 Pipeline ROW Agents
Development Program
220 Cultural Awareness
304 When Public Agencies Collide
401 Appraisal of Partial Acquisitions
501 Residential Relocation
502 Business Relocation
504 Computing Replacement Housing Payments
600 Introduction to Environmental Issues
603 Environmental Contamination
604 Environmental Due Diligence and Liability
700 Property Management
800 Real Estate Law
802 Legal Aspects of Easements
803 Eminent Domain Law Basics for ROW Prof
901 Engineering Plan Development/Application
902 Property Descriptions

REPRESENTATIVE PROJECTS:

Weld County Road 39 Extension, Weld County Public Works Department

As Project Manager and Lead Acquisition Agent for the Weld County Road 39 Extension project, Richard attended project meetings, reviewing title work for encumbrances and fatal flaws, coordinated access for survey and environmental consultants, negotiated with property owners, legal counsel, utility companies and the Union Pacific Railroad to acquire right of way and temporary easements.

Wildhorse and North Campus Water Storage, Aurora Water

Richard works with Aurora Water in developing its Wildhorse and North Campus water project and negotiating the purchase of property for water storage. Additionally, Richard leads TRS' efforts as contract permitting agent for Aurora Water for crossing of and encroachments upon Aurora Water's facilities. In this capacity, Richard works to ensure that private contractors and public agencies constructing within Aurora Water facilities meet standard operating procedures for facility locates and design review in advance of Aurora Water issuing permits.

Flood Recovery – Four Mile Canyon Drive/Wagonwheel Gap Road, Boulder County Department of Transportation

Richard led the TRS team, in collaboration with Boulder County and the County's roadway/drainage design consultants for five separate roadway/creek repair and improvement projects. He coordinated property owner outreach efforts, working with the design team to review the design and property acquisition process. His responsibilities included ownership research, permissions to enter and acquisition activities. Richard is in the final phases of construction support, assisting the County with interpreting agreements and obtaining additional property access.

I-225 Light Rail Expansion, RTD/Kiewit Infrastructure Co.

As lead Acquisition Agent for the I-225 Light Rail Project, Richard negotiated with property owners and legal counsel, utility companies, municipalities, and property developers to acquire permanent and temporary easements, access easements and additional workspace. As a Relocation Agent, he provided relocation assistance to 30 displaced residential occupants as well as businesses and displaced storage units. He currently is working with the design build contractor to finalize damage claims and releases.



Kalan T. Falbo – ROW Acquisition/Relocation Specialist

Kalan Falbo is a right of way/relocation specialist with TRS. Kalan has 7 years of experience as a real estate professional, working with the team at TRS for the past 4 years in public infrastructure right of way, and previously as an independent Landman in Colorado. Kalan has negotiated property acquisition for federally funded public infrastructure projects for TRS' clients including Boulder County, El Paso County, Mesa County, the Colorado Department of Transportation and the City of Aurora. Kalan is well versed in title research/due diligence and is a natural when negotiating with property owners.

REPRESENTATIVE PROJECTS:

Education:

University of Colorado
Bachelor of Science
Business Administration
2009

Certifications:

Registered
Petroleum Landman
AAPL

Tollgate Interceptor Rehab Phase II, Aurora Water

As a real property specialist on behalf of the City of Aurora, Kalan worked to acquire easements for improvements to the City's sanitary sewer system across three diversion structures. His efforts included obtaining permissions to enter for appraisal and surveying access, property valuation research, landowner outreach, negotiations, permitting and closing coordination.

Flood Recovery – Four Mile Canyon Drive/Wagonwheel Gap Road, Boulder County Department of Transportation

Kalan worked with a team including TRS, Boulder County, and the County's roadway/drainage design consultants for five separate roadway and creek repair and improvement projects. His efforts included ownership research, property owner outreach, obtaining permissions to enter, arranging meeting with property owners to review the designs and acquisition process, and negotiating the purchases of rights of way and easements.

State Highway 72, Colorado Department of Transportation – Region 1

Kalan was part of the TRS team, on behalf of the Colorado Department of Transportation – Region 1 who worked to acquire right of way and easements for roadway and drainage improvements to State Highway 72 in Gilpin, Boulder and Jefferson County. This includes property owner outreach, negotiations and design review, title curative and closing coordination.

Arkansas Valley Conduit, Bureau of Reclamation

Kalan continues to work collaboratively on behalf of TRS with a team including Bureau of Reclamation project managers, design professionals, environmental scientists and civil surveyors to secure ownership and easement data and rights of entry along a 230-mile proposed water delivery pipeline and associated facilities from Pueblo to Lamar. His work includes research of public records for deeds and utility easements to assist in developing a GIS database, coordinate landowner outreach meetings, and to provide post survey follow up with affected owners.

29.5 Road Bridge – Grand Junction, Mesa County

As acquisition agent, Kalan worked with Mesa County for the federally funded local agency project to replace a bridge over the Grand Valley Canal. Kalan coordinated meeting with owners, prepared value findings under federal appraisal waiver provisions, and negotiated/closed easement transactions with the affected property owners.



Matthew Johnson – Senior Right of Way Agent

Matt Johnson is a right of way agent with TRS. Matt's previous experience includes employment as an officer in the U.S. Army, Infantry Division and law student at the University of Colorado. He has worked with the team at TRS for the past two years in public infrastructure right of way. During that time Matt has obtained significant experience with title research/due diligence and property acquisition. While at TRS, Matt has worked to acquire right of way, secure rights of entry, and conduct landowner outreach efforts for federally funded infrastructure projects with several public agencies, including the Bureau of Reclamation, El Paso County, the City of Colorado Springs and the City Manitou Springs.

REPRESENTATIVE PROJECTS:

Education:

University of Colorado
Law School
Juris Doctor

University of Michigan
Bachelor of Arts
History

Certifications:

Notary Public

Associations:

International Right of Way
Association

Arkansas Valley Conduit, Bureau of Reclamation

Matt continues to work collaboratively on behalf of TRS with a team including Bureau of Reclamation project managers, design professionals, environmental scientists, and civil surveyors to secure rights of entry for surveys and geotechnical testing along a 230-mile proposed water delivery pipeline and associated treatment, storage and pumping facilities from Pueblo to Lamar. Matt's work to date includes maintenance of internal records, title research to determine ownership and encumbrances, securing permissions to enter property, and providing post survey follow up with affected owners.

Wild Horse Reservoir, Aurora Water

Matt is part of the TRS team working on behalf of Aurora Water to acquire real property in Park County for the City's proposed Wild Horse Reservoir. His efforts to date include assisting with obtaining additional permissions to enter property for environmental surveying, property owner outreach and negotiations, and property research.

Centennial Boulevard Extension, City of Colorado Springs

Matt worked as an acquisition agent, with the City of Colorado Springs, in conjunction with PPRTA to extend Centennial Boulevard to alleviate congestion and improve connectivity. Matt coordinated meetings with owners, prepared value findings and negotiated/closed right of way and easement acquisitions with the affected property owners. This has included complex transactions requiring collaboration with the City's Planning and Development Services office resulting from the creation of non-conforming lots and the mechanics of a right of way swap between a private owner and the City's Parks and Engineering departments.

West Colorado Avenue Improvements, El Paso County/ City of Colorado Springs/City of Manitou Springs

As a part of the Westside Avenue Action Plan Improvements Project, Matt worked with a team including the City of Colorado Springs, El Paso County and the City of Manitou Springs to acquire right of way and easements along a developed corridor on the west side of Colorado Springs. Project efforts included property owner outreach, property acquisition and closing coordination.

QUALIFICATIONS SUMMARY ~ LISA A. ROBERTS, SRA

PROFESSION	<i>Certified General Real Estate Appraiser</i>
FORMAL EDUCATION	<i>Colorado State University, Ft. Collins, Colorado Community College of Denver, Westminster, Colorado Community College of Denver, Red Rocks, Golden, Colo Mesa State College, Grand Junction, Colorado University of Colorado, Boulder, Colorado Marylhurst University, Marylhurst, Oregon Colorado Mountain College, Glenwood Springs, Colorado</i>
PROFESSIONAL AFFILIATIONS	<i>Holds the SRA Designation with the Appraisal Institute; Regional Representative, Region II of the Appraisal Institute 2016-2017 and 2020-2021; CDOT Approved for Eminent Domain; Professionally Affiliated with Bonnie D. Roerig and Associates; FHA Approved Appraiser, #COCG40014244</i>
PROFESSIONAL COURSES	<i>Registered Appraiser: Basic Appraisal Principles and Procedures - 1998 Basic Appraisal Applications: Residential Case Study - 1998 Standards and Ethics - 1998 Small Residential Income Properties - 1998 Housing Construction Class - 1999 Certified Residential: Reporting, Reviewing & Analyzing Residential Appraisals - 1999 Appraisal Principles and Advanced Applications - 2000 Income Capitalization - 2000 Commercial Case Studies - 2000 USPAP Update - 2001, 2003, 2005, 2007, 2008, 2010, 2012, 2014, 2017, 2019 Appraising the Oddball - 2003 The Technical Inspection of Real Estate - 2004 Appraisal Review - 2005 Housing Construction - 2006 Business Practices and Ethics - 2007 and 2010 Subdivision Valuation - 2008 Field Review - 2009 Regional Assessment Education Program - 2009 Residential Design - 2009 Business Practices and Ethics - 2010, 2014 and 2015 Condemnation Appraisal; Principles and Applications - 2010 Vacant Land Present Worth - 2010 Condemnation Appraisal; Principles and Applications - 2010 Vacant Land Present Worth - 2010 Real Estate Finance Statistics & Valuation Modeling - 2013 General Appraiser Site Valuation and Cost Approach - 2013 General Appraiser Income Approach Part I - 2014 General Appraiser Market Analysis and Highest & Best Use - 2014 General Appraiser Report Writing and Case Studies - 2015 Advanced Income Capitalization - 2015 General Appraiser Income Approach Part II - 2015 Advanced Concepts and Case Studies - 2015 Advanced Market Analysis and Highest & Best Use - 2016 Real Estate Finance and Statistics Modeling - 2017 Advanced Land Valuation & Solving Land Valuation Puzzles - 2018 Advanced Residential Applications & Case Studies - 2019 Advanced Residential Report Writing - 2019</i>
STATE LICENSE	<i>Certified General Appraiser, Colorado #CG40014244</i>
TYPES OF APPRAISAL EXPERIENCE	<i>Commercial and industrial properties, single-family residences, small residential income properties, vacant land, mobile home parks, rural land, farms and ranches, private airports, hotels/motels. For financing purposes, estate valuation, eminent domain, portfolio valuation and feasibility analyses. Hearing and arbitration officer, property tax protests, Delta, Eagle, Garfield, Mesa and San Miguel Counties.</i> <i>Approved appraiser, Colorado Department of Transportation</i>
LOCATIONS OF WORK COMPLETED	<i>Colorado counties: Delta, Eagle, Garfield, Gunnison, LaPlata, Mesa, Montrose, Ouray, Rio Blanco, Routt, and San Miguel</i>

Qualifications of Robert Stevens, MAI, SRA

FORMAL EDUCATION: * 1968: Graduate of Rifle High School, Rifle, Colorado
* 1978: B.A. degree from John Brown University

EXPERIENCE: Owner and manager of Stevens Real Estate Services, with offices in Grand Junction, Colorado and Unaweeep Canyon. My practice involves virtually all types of real estate appraisals, as well as investment analysis, feasibility studies, market studies and real estate evaluation. I specialize in mountain ranches, eminent domain and other litigation services, commercial and industrial properties, subdivisions, and resort properties.

Appraiser for Biber & Co., Inc., Grand Junction, Colorado, from July 1978 to May 1988.

Managing appraiser for Northwest Arkansas Appraisal, Siloam Springs, Arkansas from May 1977 to July 1978

Staff appraiser for Mesa Federal Savings and Loan Association, Grand Junction, Colorado, from February 1973 to August 1976

Qualified as expert witness in various Federal, District, and Bankruptcy Courts.

INSTRUCTOR: University of Colorado, real estate certificate program.
Colorado Chapter of the Appraisal Institute
AQB-Certified USPAP instructor

DESIGNATIONS: MAI and SRA Designations with Appraisal Institute
Certified General Appraiser in State of Colorado (CG01313432)

PROFESSIONAL SERVICE: Colorado Chapter of the Appraisal Institute:
Board of Directors, 1993-99
Colorado Chapter President 1998
National committees:
Chair, Member & Chapter Services, 1985-1990
Chair, Communications Committee, 1999-2000
Chair, Public Affairs Committee, 2000
General Appraiser Council/Appraiser Designation & Qualification Committee, 2003-2006
National Board of Directors for 2007-2008
Chair, Diversity Committee and Panel, 2014-2017

SAMPLE CLIENTS: We serve a wide variety of investors, lenders, governmental authorities, attorneys, accountants, land trusts and individual property owners. For purposes of assuring confidentiality, we do not circulate their names in this medium. If you would like to obtain professional references, please contact us by telephone or email (see below).

PRIMARY SERVICE AREA: Western Colorado

CONTACT INFORMATION: Telephone 243-4888 or (800) 900-4888
Email bob@sresapp.com
Website www.sresapp.com

NELSON APPRAISAL AND CONSULTING, LLC

**2413 Washington Street Suite 100
Denver, CO 80205
Phone (303) 380-7985**

Charles Nelson, MAI - Real Estate Appraiser/Consultant
cnelson@nelsonappraising.com

Summary of Qualifications

Certified General Appraiser having 30 years of experience providing a wide range of appraisal services throughout the Greater Front Range Area

Major Project Experience

- City of Westminster Little Dry Creek Interceptor Sewer Repair & Replacement Project
- City and County of Denver National Western Center Project
- CDOT Canon City US Hwy 50/Dozier project
- CDOT Central 70 project
- Commerce City 70th and Colorado Blvd. project
- El Paso County Highway 105 project
- RTD and CDOT T-Rex project
- RTD Fastracks project
- Completed numerous additional assignments for eminent domain purposes

Sample of Clients

- Arapahoe County
- City and County of Denver
- City of Aurora
- City of Commerce City
- City of Thornton
- City of Westminster
- Colorado Department of Transportation (CDOT)
- H.C. Peck and Associates
- HDR
- Regional Transportation District
- TRS Corp.

Education and Professional Certifications

- Metropolitan State University of Denver (Bachelor of Science)
- Certified General Appraiser – (CG -1323474 State of Colorado)
- Listed on CDOT's Qualified Appraiser List
- MAI Designation from the Appraisal Institute
- Qualified as an Expert Witness in Denver, Arapahoe, Douglas, and Jefferson Counties

Professional Affiliations

- Former President/current member of the Colorado Chapter of the Appraisal Institute
- Former President/ current member of the International Right-of-Way Association, Chapter 6 – Denver, CO

QUALIFICATIONS OF DOUGLAS W. NITZKORSKI, MAI, AI-GRS, SR/WA

EDUCATION

Moorhead State University; Bachelor of Science - Business Administration

American Institute of Real Estate Appraisers/Appraisal Institute: Appraisal Principles, Capitalization Theory, Residential Valuation, Urban Properties, Investment Analysis, Water and Value, Case Studies, Report Writing, Standards of Professional Practice
Certified through 12/31/21 in the Continuing Education requirements of the Appraisal Institute

International Right of Way Association: Ethics, Business Relocation, Skills of Expert Testimony, Valuation of Contaminated Properties, Appraisal of Partial Acquisitions;

EXPERIENCE

Jan. 1996-Present	Owner and president of Associated Value Consultants, Inc.
Nov. 1990-Jan. 1996	Co-Owner of Associated Value Consultants, Inc. (successor to Value Consultants, Inc.) involved in the valuation of all types of commercial/industrial properties for various purposes, such as acquisition, financing, foreclosure, condemnation, etc. in Colorado and Wyoming
Mar. 1988-Nov. 1990	Associated with T. R. Olmsted, MAI and W. W. Wampler, MAI, doing business as Value Consultants, Inc., Denver, Colorado, a valuation firm active in the valuation of all types of commercial and industrial real estate
Nov. 1984 - Feb. 1988	Senior Appraiser in the Western Region Real Estate Valuation Group, American Appraisal Associates, Denver, Colorado
Apr. 1982 - Oct. 1984	Associate Appraiser with William Woolford & Associates, Denver, Colorado
Apr. 1973 - Mar. 1982	Appraisal Services, Inc., Fargo, North Dakota, progressing from Staff Appraiser to Owner

VALUATION EXPERIENCE

Extensive experience in the valuation of many types of real estate in over twenty states. Property types include office, retail, industrial, and multifamily as well as vacant land, development land, and gravel properties. Appraisal functions include financing, purchase, sale, insurance, eminent domain, title conflicts and other litigation.

PROFESSIONAL AFFILIATIONS

- The Appraisal Institute: MAI Member #9630; AI-GRS Designation
Colorado Chapter – Board of Directors – 2005-2008
Colorado Chapter – Region Representative – 2007-2008, Chapter Secretary/Treasurer -2009,
Vice President – 2010, President - 2011
Colorado Chapter – Leadership Development and Advisory Council Representative – 2006
- International Right-of-Way Association: Senior Member (SR/WA) #5424; Past President of Chapter 6; Past Chairman of International Valuation Committee; Past Member International Nominations and Elections Committee
- State of Colorado: Certified General Appraiser #CG1728

COURT EXPERIENCE

Testified as Expert Witness in the matters of real estate valuation before U. S. District Court, County District Courts, and County Board of Assessment Appeals.

REPRESENTATIVE CLIENTS

Law Firms

n, Ostrander & Dingess, Denver, CO
Krys Boyle, PC, Denver, CO
Lind, Lawrence & Ottenhoff, Greeley, CO
Mehaffey, Brubaker & Ernst, Boulder, CO
Notarianni & Notarianni, Lakewood, CO
Opperman & Schell, PC, Denver, CO
Starr & Westbrooke, PC, Loveland, CO
Williams, Porter, Day & Neville, Casper, WY

Corporations/Utilities:

Burlington Northern Railroad
Engineer 470 Partnership
H.C. Peck & Associates
Platte River Power Authority
Public Service Company of Colorado
Ready Mixed Concrete Company
Ritchie Bros. Properties
Southern Pacific Railroad
Transportation Resource Services
Union Pacific Railroad
United Power
Western Gas Supply Company
Western States Land Services, Inc.
Wilson & Company

Governmental:

Adams County Parks
Arapahoe County Wastewater Authority
Arvada Urban Renewal District
Boulder Urban Renewal Authority
City of Aurora
City and County of Broomfield
City of Centennial
City of Commerce City
City and County of Denver
City of Grand Junction
City of Greenwood Village
City of Thornton
City of Westminster
Clear Creek County
Colorado Department of Transportation
Denver Water Department
El Paso County
Federal Housing Authority
Internal Revenue Service
Metro Wastewater Reclamation District
Regional Transportation District
Thornton Development Authority
Town of Parker
Southeast Metro Stormwater Authority
Urban Drainage & Flood Control District



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/17/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).


PRODUCER Six & Geving Insurance, Inc. 3630 Sinton Road #200 Colorado Springs, CO 80907	CONTACT NAME: Larry Sparks PHONE (A/C, No, Ext): (719) 867-4503 FAX (A/C, No): (719) 590-9992 E-MAIL ADDRESS: lsparks@six-geving.com
	INSURER(S) AFFORDING COVERAGE
INSURED Transportation Resource Services, Inc., dba TRS Corp. 7222 Commerce Center Drive #130 Colorado Springs, CO 80919	INSURER A : Travelers
	INSURER B : Pinnacol Assurance
	INSURER C :
	INSURER D :
	INSURER E :
	INSURER F :

COVERAGES	CERTIFICATE NUMBER:	REVISION NUMBER:
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THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	X COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X		6808929C191	1/18/2020	1/18/2021	EACH OCCURRENCE \$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			6808929C191	1/18/2020	1/18/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
A	X UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 5,000			CUP7538Y208	1/18/2020	1/18/2021	EACH OCCURRENCE \$ 3,000,000
							AGGREGATE \$ 3,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	4124166	1/1/2020	1/1/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
							E.L. EACH ACCIDENT \$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The City of Grand Junction, Colorado, a government entity in the County of Mesa, State of Colorado, it's officers and employees are named as Additional Insured as respects the General Liability policy.

CERTIFICATE HOLDER	CANCELLATION
The City of Grand Junction c/o Duane Hoff 250 N. 5th Street Grand Junction, CO 81501	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/20/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER	Intercorp A Division of Norman-Spencer 8075 Washington Village Drive Dayton OH 45458-	CONTACT NAME:	Janine Eaby			
		PHONE (A/C, No., Ext):	(717)721-3500	FAX (A/C, No.): (717)721-3515		
		E-MAIL ADDRESS:	jme@intercorpinc.net			
INSURED	Transportation Resource Services, Inc. TRS Corp. 7222 Commerce Center Drive, Suite 130 Colorado Springs CO 80919-	INSURER(S) AFFORDING COVERAGE			NAIC #	
		INSURER A:	Hiscox, Inc.		10200	
		INSURER B:				
		INSURER C:				
		INSURER D:				
		INSURER E:				

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y / N	N / A			PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Consultants Professional Liability			MPL1996581-19	06/30/2019	06/30/2020	Each Claim 2,000,000 Aggregate 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

AI 001956

The City of Grand Junction c/o Duane Hoff 250 N 5th Street Grand Junction CO 81501-	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 