



CONTRACT RENEWAL

#5237-23-DH

Date: April 14, 2023

Firm: HDR Engineering, 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 #5237-23-DH **Contract for Professional Right of Way Acquisition Services**, dated April 14, 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 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.
9F789E7D50F143C...

Duane Hoff Jr., Contract Administrator

ACKNOWLEDGEMENT

Receipt of this Contract Renewal is hereby acknowledged:

Firm: HDR Engineering, Inc.
By: DocuSigned by:
R. Bradley Martin R. Bradley Martin
A7F68EF28D5B48D...
Title: Senior Vice President
Date: 4/14/2023



CONTRACT RENEWAL

#4968-22-DH

Date: November 1, 2021

Supplier: HDR Engineering, 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 #4968-22-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

Duane Hoff Jr., Senior Buyer

SUPPLIER ACKNOWLEDGEMENT

Receipt of this Contract Renewal is hereby acknowledged:

Contractor: HDR Engineering, Inc. _____

By: DocuSigned by:
Brad Martin Brad Martin _____

Title: Senior Vice President _____

Date: 11/2/2021 _____



CONTRACT RENEWAL

#4919-21-DH

Date: May 27, 2021

Supplier: HDR Engineering, 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 #4919-21-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
SF708E7D50P145C

Duane Hoff Jr., Senior Buyer

SUPPLIER ACKNOWLEDGEMENT

Receipt of this Contract Renewal is hereby acknowledged:

Contractor: HDR Engineering, Inc.

By: DocuSigned by:
Brad Martin **Brad Martin**
A7F68EF26D5B48D...

Title: Senior Vice President

Date: 6/3/2021 | 14:25 MDT



LETTER OF INTENT

Date: March 27, 2020

Company: HDR Engineering, Inc.

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

Based upon review of the proposal responses received, and interviews held, for Contract for Professional Right of Way Acquisition Services RFP-4760-20-DH, your company has been selected as the preferred proposer as the "Secondary" 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 over a white background.

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 **HDR Engineering, 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 proposal response. 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

Documents constitute the entire agreement between the Owner and Firm and may only be altered, amended or repealed by a duly executed written instrument. Neither the Owner nor the Firm shall, without the prior written consent of the other, assign or sublet in whole or in part its interest under any of the Contract Documents and specifically, the Firm shall not assign any moneys due or to become due without the prior written consent of the Owner.

ARTICLE 6

Severability: If any part, portion or provision of the Contract shall be found or declared null, void or unenforceable for any reason whatsoever by any court of competent jurisdiction or any governmental agency having the authority thereover, only such part, portion or provision shall be effected thereby and all other parts, portions and provisions of the Contract shall remain in full force and effect.

IN WITNESS WHEREOF, City of Grand Junction, Colorado, has caused this Contract to be subscribed and sealed and attested in its behalf; and the Firm has signed this Contract the day and the year first mentioned herein.

The Contract is executed in two counterparts.

CITY OF GRAND JUNCTION, COLORADO

DocuSigned by:
 By: Duane Hoff Jr., Senior Buyer - City of Grand Junction 4/21/2020 | 11:21 MDT
 9F73957D50F14B6...
 Duane Hoff Jr., Senior Buyer Date

HDR Engineering, Inc.

DocuSigned by:
 By: R. Bradley Martin 4/21/2020 | 10:33 MDT
 A7F68EF26D5B43D...
 R. Bradley Martin Senior Vice President Date



**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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Section

- 1.0 Administrative Information and Conditions for Submittal**
- 2.0 General Contract Terms and Conditions**
- 3.0 Insurance Requirements**
- 4.0 Specifications/Scope of Services**
- 5.0 Preparation and Submittal of Proposals**
- 6.0 Evaluation Criteria and Factors**
- 7.0 Solicitation Response Form**

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.rockymountainbidssystem.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.

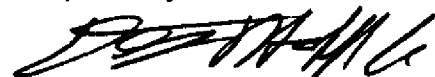
9. Q. Should the Strategy and Implementation Plan assume a combined delivery of all projects noted in Section 4.1 (table) or just one specific project as an example?

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.

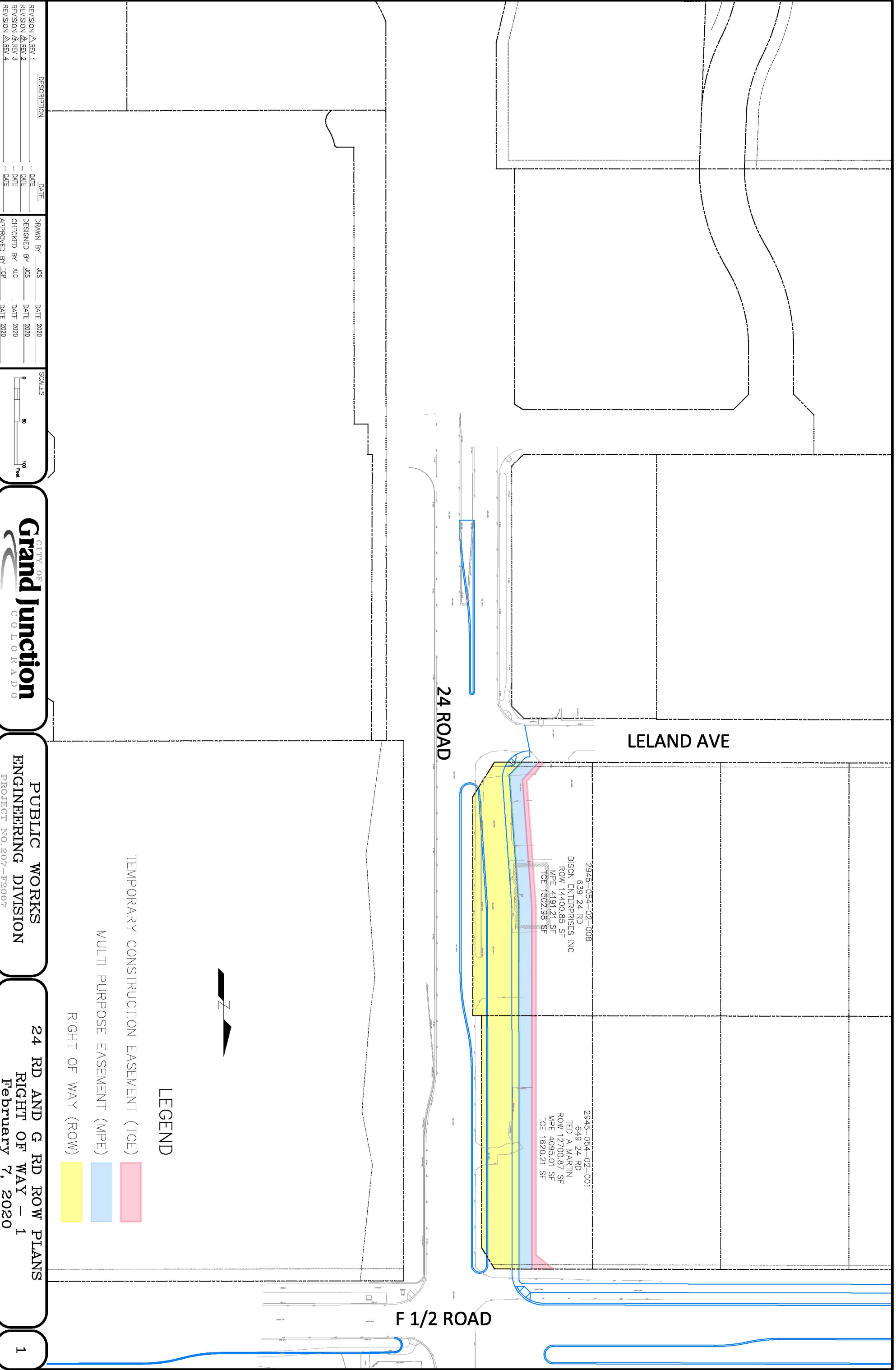
The original solicitation for the project noted above is amended as noted.

All other conditions of subject remain the same.

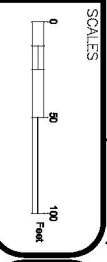
Respectfully,

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



**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 3/4 ROAD

F 1/2 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)



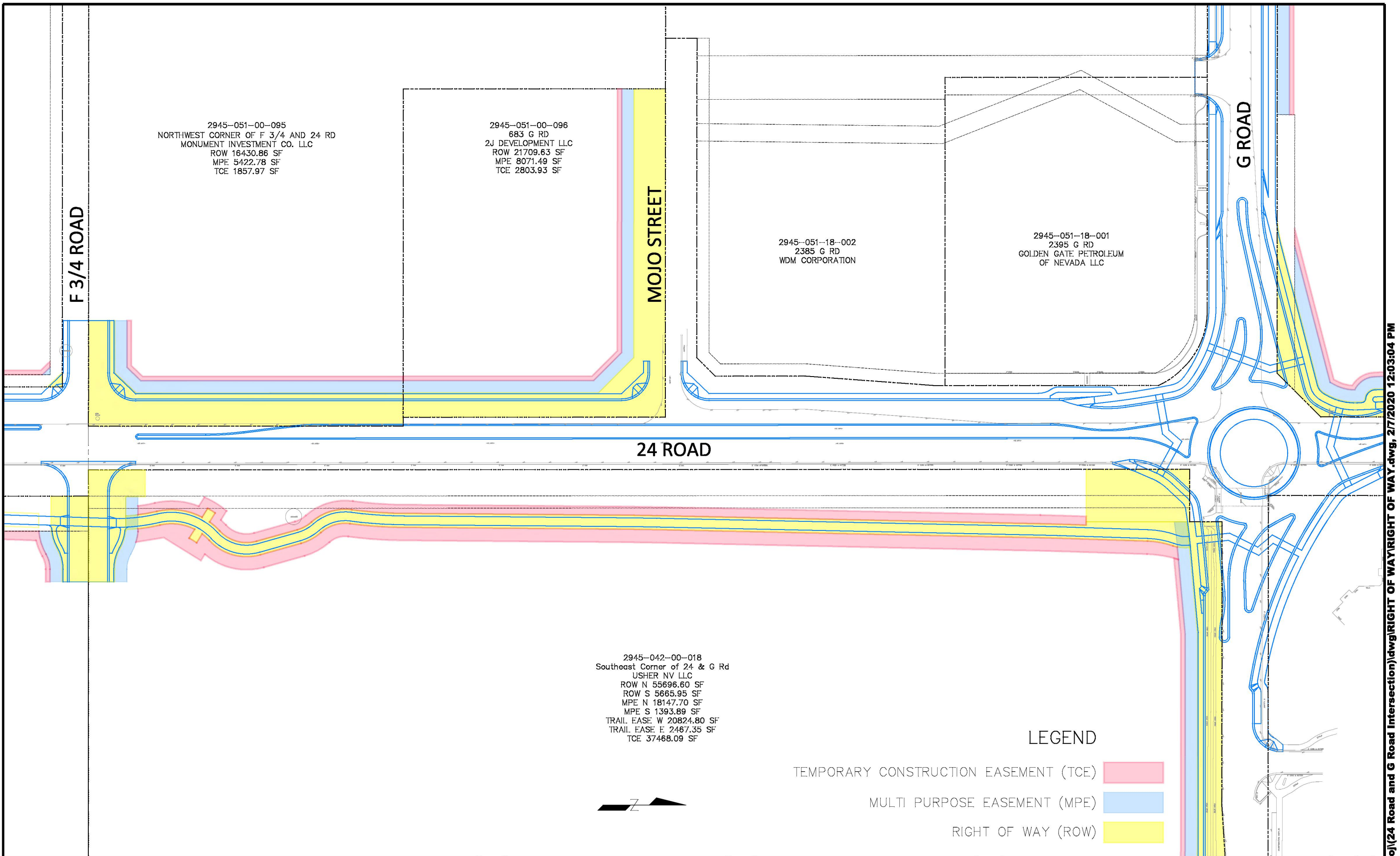
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REV 4			JCP	2020	



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

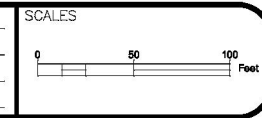
**24 RD AND G RD ROW PLANS
 RIGHT OF WAY - 2**
 February 7, 2020

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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

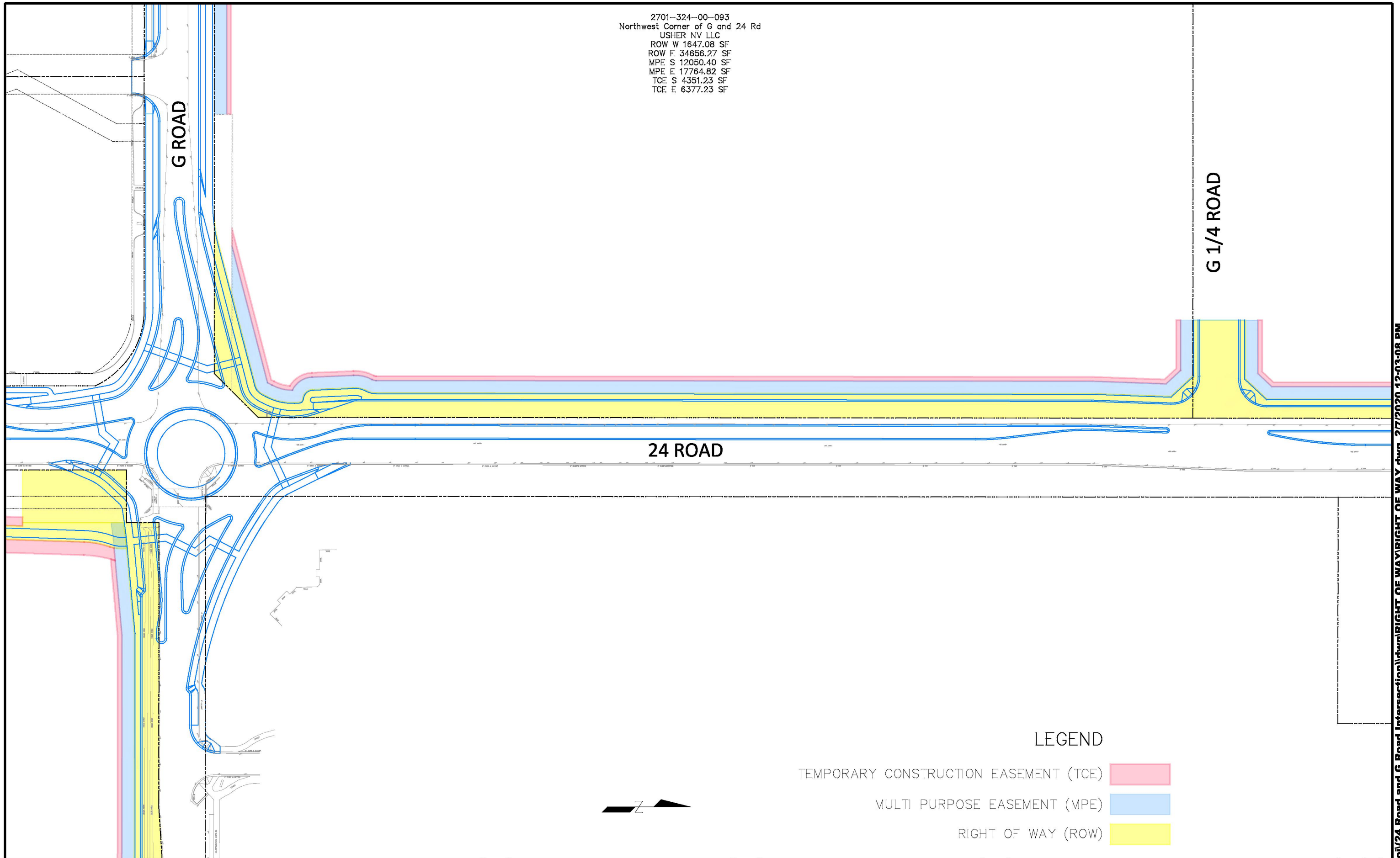


**PUBLIC WORKS
ENGINEERING DIVISION**
PROJECT NO. 207-F2007

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

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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

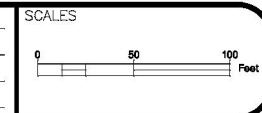


LEGEND

- 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

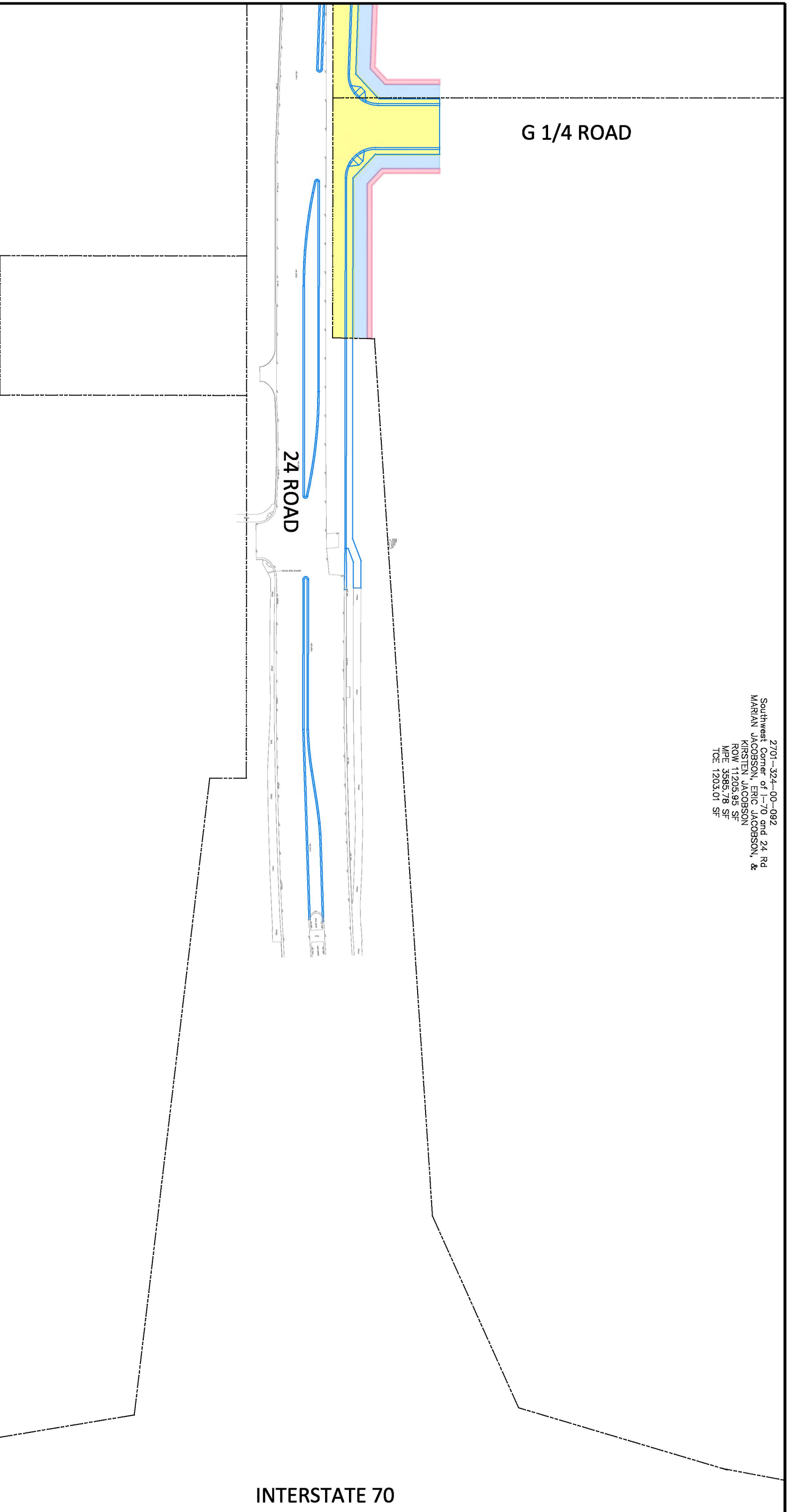
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2701-324-00-092
 Southwest Corner of I-70 and 24 Rd
 MARIAN JACOBSON, ERIC JACOBSON, &
 KIRSTEN JACOBSON
 ROW 11205.95 SF
 MPE 3585.78 SF
 TCE 1203.01 SF

G 1/4 ROAD

24 ROAD

INTERSTATE 70

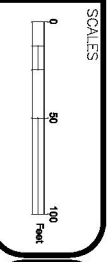


LEGEND

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



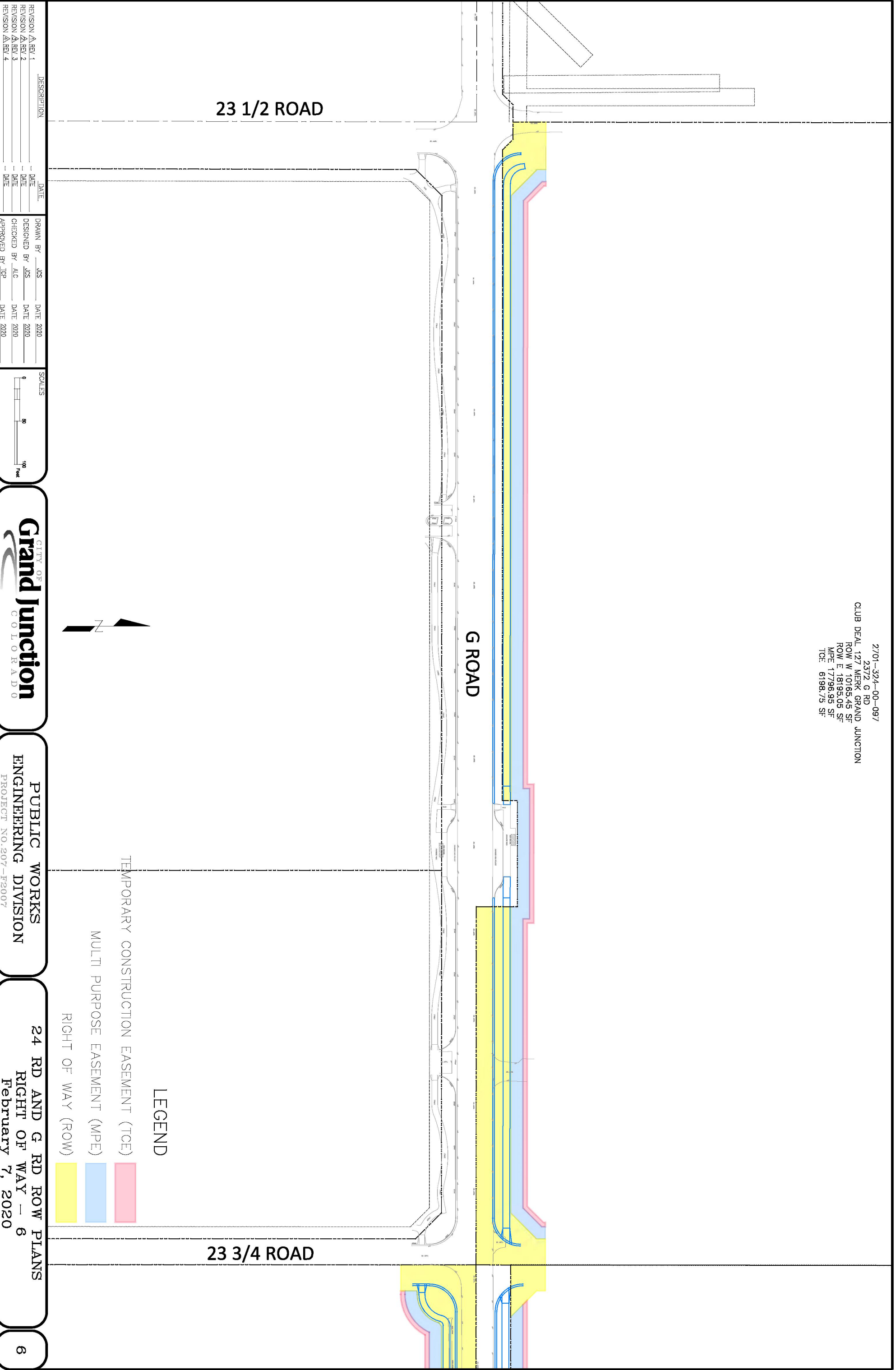
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Δ REV 3			ALC	2020
Δ REV 4			TOP	2020



PUBLIC WORKS
 ENGINEERING DIVISION
 PROJECT NO. 207-F2007

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

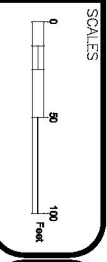
2701-324-00-097
 2372 G RD
 CLUB DEAL 127 MERK GRAND JUNCTION
 ROW W 10165.45 SF
 ROW E 18195.05 SF
 MPE 17796.95 SF
 TCE 6198.75 SF



LEGEND

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

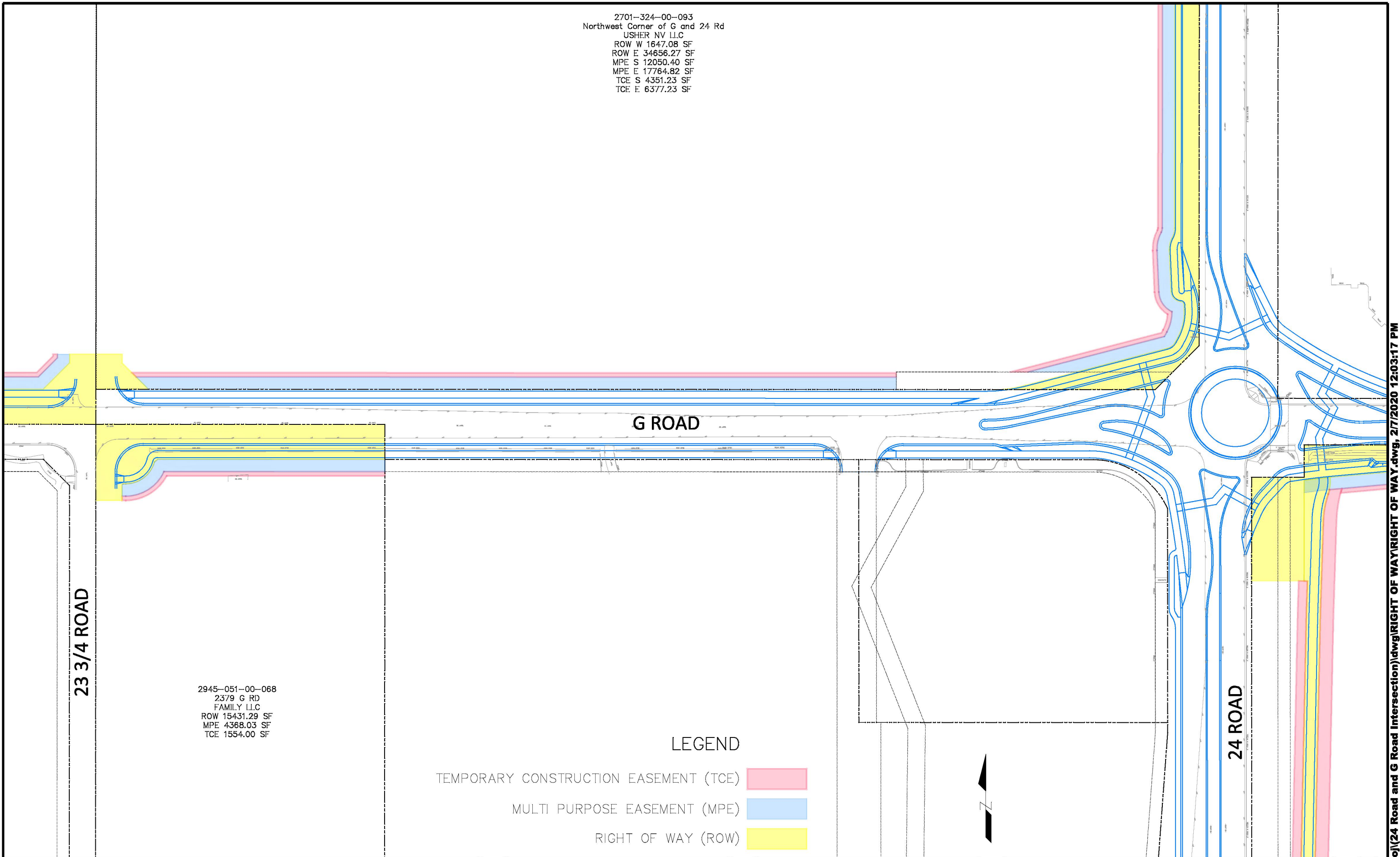
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REVISION A REV 2			JCS	2020
REVISION A REV 3			ALC	2020
REVISION A REV 4			TOP	2020



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

24 RD AND G RD ROW PLANS
 RIGHT OF WAY - 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



G ROAD

23 3/4 ROAD

24 ROAD

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

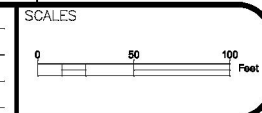
LEGEND

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



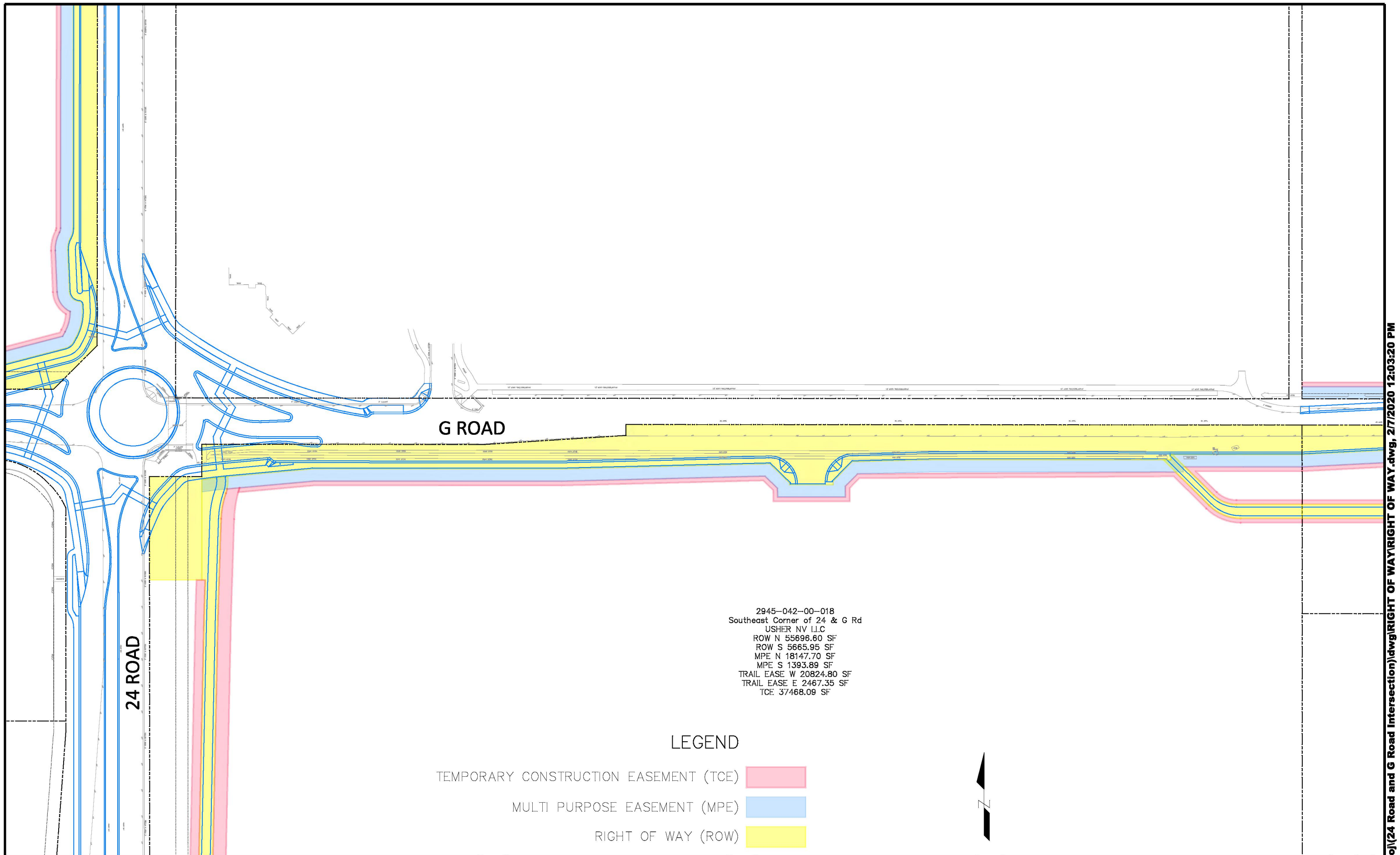
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REVISION Δ REV 3		
REVISION Δ REV 4		

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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

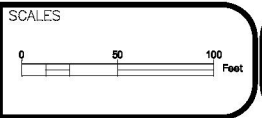
LEGEND

- 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

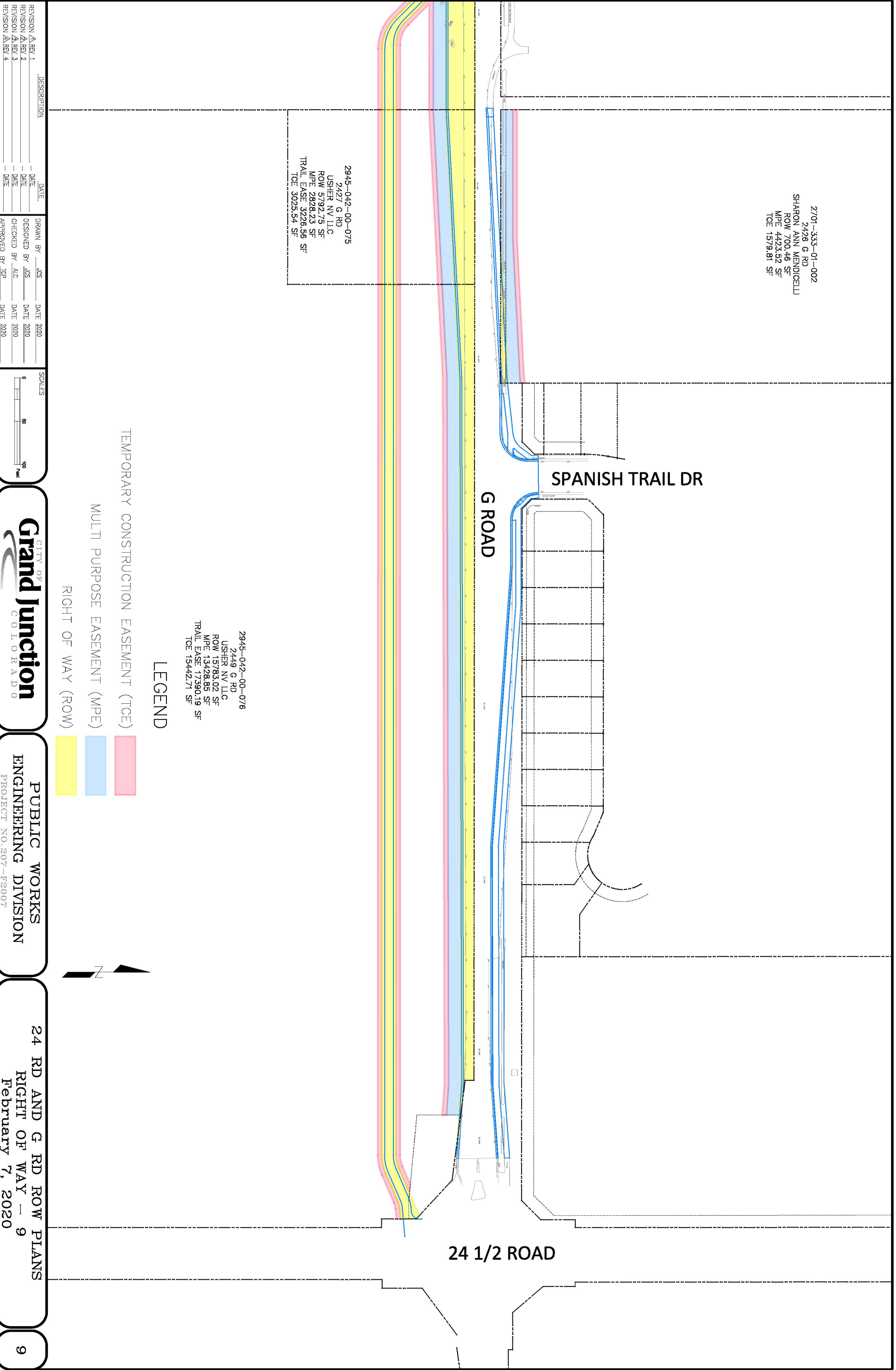
2701-333-01-002
 2426 G RD
 SHARON ANN MENDICELLI
 ROW 700.46 SF
 MPE 4423.52 SF
 TCE 1579.81 SF

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

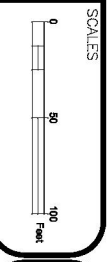
2945-042-00-076
 2449 G RD
 USHER NV LLC
 ROW 13785.02 SF
 MPE 13428.85 SF
 TRAIL EASE 17390.19 SF
 TCE 15442.71 SF

LEGEND

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



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



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

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



March 9,
2020

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

City of Grand Junction, CO





March 9, 2020

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

RE: Request for Proposal RFP-4760-20-DH | Contract for Professional Right of Way Acquisition Services

Dear Mr. Hoff and Evaluation Team Members,

We are pleased to submit a proposal for the Contract for Professional Right of Way Acquisition Services. ROW is always in the critical path for transportation projects as it will be for the \$70 million of transportation projects the City of Grand Junction will build pursuant to the recently passed Ballot Measure 2A. HDR's goal in delivering ROW services is to remove ROW from the critical path through team work, efficiency, and innovation.

As a leader in right of way services, HDR has extensive experience in all facets of the right of way acquisition process to meet your needs. We custom-fit our teams to your needs and involve you in every decision. We will collaborate together because we know that strong partnerships are the key to making real progress.

The HDR team is excited about the opportunity to work with the City. We offer the City the following benefits:

Schedule and cost innovations. HDR can bring proven methods and innovations to the ROW process for the Ballot Measure 2A projects to compress the ROW schedule for the projects and identify cost savings opportunities along the way.

Proven experience to provide quality execution of your tasks. Our ROW teams have successfully completed many municipal and county projects in Colorado, leveraging a wealth of knowledge and expertise to deliver projects. We have assembled a team that is both deep and wide. We will continually strive to understand and fulfill the City's vision, goals, and expectations.

CDOT knowledge combined with best practices. Our team has a keen understanding of ROW requirements and how to design the best project-specific ROW processes to timely and efficiently get projects cleared and advertised.


Greg Jamieson, our Project Principal, has been helping local governments acquire ROW for transportation projects for over 19 years both in his present capacity as the manager of HDR's ROW team and in his prior position as a CDOT Right of Way Manager.

Konrad Vallard, our Project Manager, has a proven track record of effectively delivering ROW for aggressive project schedules. Konrad has lived and worked in the Grand Valley and understands the people and the improvements these projects will bring to Grand Junction.

Other team members authorized to make presentations include Lisa Gerondale, Erin Begier, CJ Pietri, Claudia Lopez, and Melinda Lee.

We are committed to meeting aggressive ROW project schedules while verifying the considerate treatment of affected property owners and providing you with responsive and high-quality service. As requested in the RFP, this letter serves as an acceptance of the RFP terms. If you have any questions, please feel free to contact Greg Jamieson, Senior Right of Way Manager, our principal contact, at 303.323.9790 or at Gregory.Jamieson@hdrinc.com. Additional information is available at www.hdrinc.com.

Sincerely,



Greg Jamieson
Principal-in-Charge



Kenneth Lowrey Jr.
Vice President

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 N/A percent of the net dollar will be offered to the Owner if the invoice is paid within N/A 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.

HDR Engineering, Inc.

Company Name – (Typed or Printed)



Authorized Agent Signature

1670 Broadway Suite 3400

Address of Offeror

Denver, CO 80220

City, State, and Zip Code

Brad Martin

Authorized Agent – (Typed or Printed)

303-764-1520

Phone Number

Brad.Martin@hdrinc.com

E-mail Address of Agent

March 5, 2020

Date

Point of Contact:
Greg Jamieson
Gregory.Jamieson@hdrinc.com



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Qualifications, Experience, Credentials

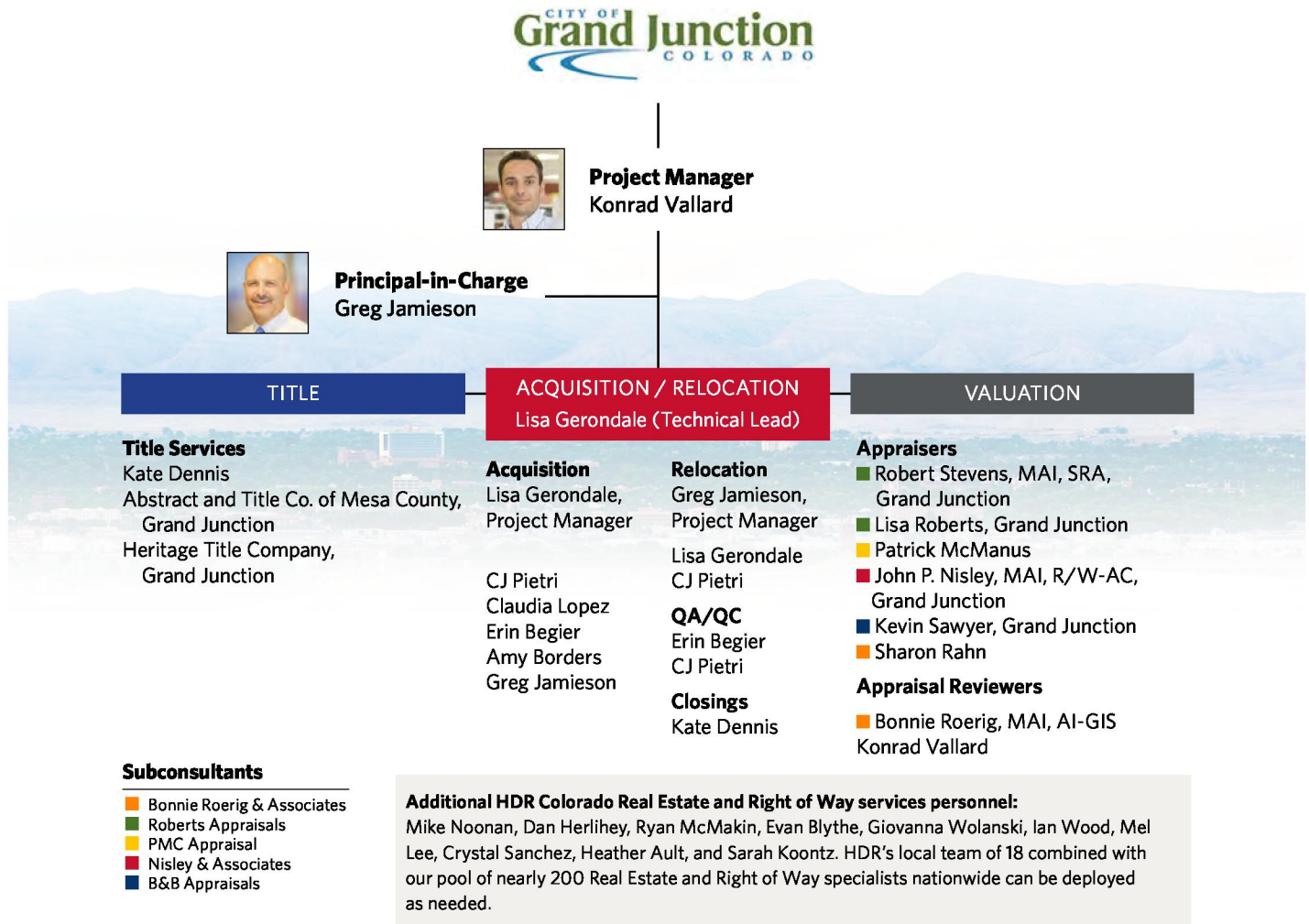


Qualifications, Experience, Credentials

1. Qualifications

HDR Our real estate and ROW professionals act as advocates for project concerns while being sensitive to the particular concerns of property owners and occupants. Our individual staff's experience, professional skills, past projects and innovations, creates a team ideally suited for the City of Grand Junction's (City) Right of Way Acquisitions project. Our practice is built on a foundation of dedicated, talented, and service-oriented professionals driven to **help you identify the best course of action and implement sustainable, cost-effective solutions.**

Organization Chart



2. Individual Qualifications and Prior Experience

Project Team

HDR's ROW team has worked together on projects for local governments and CDOT, including projects similar to the City of Grand Junction's ROW Acquisition Services project. **Our team offers extensive subject matter expertise and proven experience delivering ROW for local governments on schedule and within budget.** We have deep resources to meet deadlines and manage concurrent efforts.

CDOT Approved Personnel



Greg Jamieson | Principal-in-Charge

Greg has 19 years of experience effectively managing the ROW process. His team has obtained ROW for transportation projects for CDOT, Douglas County, City and County of Denver, Wheat Ridge, Arvada, Commerce City, Minturn, Idaho Springs, and Ridgway. In addition to being a project manager on these projects, Greg has also provided services to CDOT as a consultant ROW manager, assisting in the management of all facets of the ROW process.

Relevant Experience:

- City of Wheat Ridge, Wadsworth Widening and Ward Station Projects; CDOT Region 3, I-70 Vail Underpass and SH 9 Iron Springs; CDOT Region 4, US 34 Big Thompson Flood Repairs Project; City and County of Denver, Quebec Multi-modal Project, Colorado Boulevard Intersections Project, and Brighton Boulevard, 44th Street to Race Court.
- While employed at CDOT Greg was responsible for oversight and approval of local government's ROW acquisition for their federal-aid transportation projects. He assisted many municipalities in their efforts to purchase ROW for and clear their federal-aid transportation projects.
- Greg helped CDOT develop a streamlined ROW process for its program to upgrade 18,000+ curb ramps to Americans with Disabilities Act standards. He also is assisting CDOT Region 3 in Grand Junction in implementing this Pilot ROW Program.

Unique Knowledge:

- ✓ Extensive knowledge and experience on timely delivering ROW for transportation projects.
- ✓ Successfully implemented many ROW innovations, including early ROW acquisition in advance of NEPA clearance, ROW acquisition, incentive programs, aggressive use of conditional ROW clearances, and CDOT's ROW pilot program for curb ramp projects.

CDOT Approved List:

- ✓ Approved by CDOT to provide federal aid acquisition and relocation services for CDOT and Colorado public agencies.

**Full resumes for team members can be found in Appendix A.*



Konrad Vallard | Project Manager

Konrad is a proven ROW Project Manager who has managed the successful ROW effort for Douglas County's US 85, C-470 to Highlands Ranch Parkway project. The innovations Konrad developed and managed allowed the significant and complex ROW needed for the project to be acquired in a short timeframe. Konrad has also effectively managed other municipal projects.

In addition to his project management skills, Konrad is a Certified General Real Estate Appraiser with 15 years of Colorado real estate appraisal experience including generating eminent domain appraisals and providing appraisal review for CDOT. Konrad has ROW acquisition experience, title procurement and review, ROW plan review, cost estimating, valuation, acquisitions, negotiations, and closing experience.

Relevant Experience:

- Douglas County, US 85, C-470 to Highlands Ranch Parkway. Project Manager for successful right of way effort to support this vital County project.
- Town of Minturn, US 24 Main Street Pedestrian Project. Effectively managed the right of way process as well as acquired many parcels.
- CDOT Region 3, ROW Impact Analysis Considered for US 6C Clifton Phase Project. Led an effort to analyze ROW impacts for eight proposed project alternatives.

Unique Knowledge:

- ✓ Seasoned ROW Project Manager.
- ✓ Knowledge and experience preparing and reviewing eminent domain appraisals.

CDOT Approved List:

- ✓ Approved by CDOT to provide federal-aid acquisition, appraisal, and appraisal review services for CDOT and Colorado public agencies.



Lisa Gerondale | Acquisition/Relocation Manager

Lisa is an accomplished project manager. She excels at the strategy involved in pre-planning, managing ROW schedules and budgets, and allocating resources to timely deliver ROW for capital improvement projects. She is also an accomplished acquisition negotiator and relocation specialist.

Relevant Experience:

- CDOT, US 34 Big Thompson Canyon CM/GC Project. Co-managed the ROW process including management of consultant ROW resources, coordination with CDOT and the construction contractor to develop a realistic schedule for ROW and project tracking to verify timely delivery of ROW consistent with the developed schedule.
- CDOT, US 160 and 550 Design Build Project. Managed the ROW process for this \$96 million design-build project. Worked with the project design team to advance the right of way process, identify risks related to right of way acquisition and relocation, and propose solutions to mitigate risk. Also led negotiations for complex acquisition negotiations and proposed creative solutions to achieve consensual agreements.

Unique Knowledge:

- ✓ Successfully implemented ROW project status tracking and risk management analysis methods using Google Drive and Google Earth KMZ Files
- ✓ Extensive knowledge and experience with business and residential relocations

CDOT Approved List:

- ✓ Approved by CDOT to provide federal aid acquisition and relocation services for CDOT and Colorado public agencies.

*Full resumes for team members can be found in Appendix A.



CJ Pietri, RWA | Acquisition/Relocation

CJ is a Real Estate Services Agent with 10 years of experience, who specializes in landowner negotiation, preparation of waiver valuations, property closings, business, residential, and personal property relocation, quality assurance and quality control, and title review.

Relevant Experience:

- CDOT Region 5, US 160 Passing Lanes (North of Towaoc), Cortez, CO. HDR was chosen to acquire ROW from 11 owners for the construction of passing lanes on US 160 between Towaoc and Cortez. CJ successfully negotiated the necessary acquisitions from all owners. In addition, CJ reviewed the title commitments and completed one personal property relocation.
- CDOT Region 5, US 160 and 550 Design Build Project, Durango, CO. HDR was selected to acquire ROW from 19 owners for the expansion of US 550. CJ successfully negotiated ROW with selected owners and performed relocation services including one residential relocation and multiple complex personal property relocations, including multiple irrigation pivots.

Unique Knowledge:

- ✓ Expertise in title analysis arising from experience, understanding, and negotiating surface use and access agreements for a variety of oil and gas projects with complicated impacts to farm operations, urban development, and wildlife prior to joining HDR.

CDOT Approved List:

- ✓ Approved by CDOT to provide federal-aid acquisition services for CDOT and Colorado public agencies.



Erin Begier, SR/WA | Acquisition and QA/QC

Erin is an experienced ROW Agent and Project Manager with HDR, and specializes in advancing early landowner engagement, acquisition negotiation, and quality assurance and quality control. She has strong people skills and the ability to develop positive and productive landowner relations.

Relevant Experience:

- City and County of Denver, Brighton Boulevard, 44th Street to Race Court. Successfully negotiated acquisitions with landowners for this project that needed ROW clearance in a short timeframe.
- CDOT, North I-25 Managed Lanes Project. Assisted with acquisitions and personal property relocations for the successful fast-tracked ROW process for this project.

Unique Knowledge:

- ✓ Erin's excellent attention to detail provides important ROW quality assurance and quality control. She is also well versed in project management tracking and data entry systems.

CDOT Approved List:

- ✓ Approved by CDOT to provide federal-aid acquisition services for CDOT and Colorado Public Agencies.

**Full resumes for team members can be found in the Appendix A.*



Claudia Lopez, RWA | Acquisition

Claudia has four years of experience in the ROW profession and five years in general Real Estate. She specializes in landowner negotiation, property closings, and personal property relocation. While at HDR, Claudia has successfully negotiated ROW acquisitions, coordinated personal property inspections with landowners, and completed waiver valuations for several projects.

Relevant Experience:

- CDOT, SH 14 Sterling "S Curves." Claudia completed acquisitions from 16 owners in two months to assist with clearance of this project with an aggressive preconstruction schedule.
- Commerce City, ROW for Sidewalk and Curb Ramp Project. Commerce City needed ROW acquired quickly to comply with deadlines associated with federal funding. Claudia acquired ROW parcels from nine owners in approximately one month, which allowed the project to be advertised prior to the funding deadline.

Unique Knowledge:

- ✓ Claudia is fluent in Spanish, French, and Portuguese.

CDOT Approved List:

- ✓ Approved by CDOT to provide federal-aid acquisition services for CDOT and Colorado public agencies.



Amy Borders, RWA | Acquisition and QA/QC

Amy has over 12 years of experience in land rights. She excels in project coordination and organization, including title research, acquisition negotiation, and quality assurance and quality control, providing property owner and internal land acquisition updates.

Relevant Experience:

- City and County of Denver, Brighton Boulevard, 44th Street to Race Court. Successfully negotiated acquisitions with landowners for this project that needed ROW clearance in a short time frame.
- City of Colorado Springs, Platte Avenue Bridge over Sand Creek. Negotiated all of the acquisitions for this important City project including resolving a particularly challenging acquisition.

Unique Knowledge:

- ✓ Amy was responsible for coordinating closings with title companies, property owners and lenders for over 268 parcels involved in two counties on a politically sensitive project.

CDOT Approved List:

- ✓ Approved by CDOT to provide federal-aid acquisition services for CDOT and Colorado Public Agencies.

**Full resumes for team members can be found in Appendix A.*

Additional Resources

In addition to ROW personnel on CDOT's approved lists, HDR has other talented ROW personnel available to work on Measure 2A projects under the guidance of those on the approved CDOT list.



Mike Noonan

Mike has over 39 years of ROW experience and has comprehensive expertise in a variety of infrastructure projects including utilities, traditional energy, renewable energy, transportation, and private development.



Ian Wood

Ian has experience with GIS and Mapping coordination, title and ownership determinations, and land use and permitting. He develops strong land ownership relations.



Dan Herlihey

Dan has over 38 years of land rights experience, which includes project routing and design, statutory and non-statutory acquisitions, and governmental permitting and entitlement processes.



Mel Lee

Mel is a Senior Real Estate Services Project Manager with extensive knowledge in project management, acquisition negotiation, land surveying, land rights, acquisition, relocation, utility infrastructure and energy development in both the Private and Public sectors.



Ryan McMakin

Ryan brings more than 11 years of ROW management experience, including the the management and acquitions of hundreds of miles of oil and gas pipeline ROW, a strong Due Diligence background, and development of strong landowner relations



Crystal Sanchez, SR\WA

Crystal Sanchez is a Real Estate Services Agent who specializes in ROW, land rights negotiation and acquisition, title work, and landowner relations.



Gia Wolanski

Gia is a GIS expert with experience generating and updating maps to show project routes and property ownership information. She develops strong landowner relations and tracks easement acquisition status and creates individual mapping products for landowner negotiations, client interactions, and permitting.



Heather Ault

Heather has permitting and easement experience. She also brings a legal background to the team.



Evan Blythe

Evan has experience with the full suite of land rights tasks and with broad land use and permitting and developing strong landowner relationships.



Sarah Koontz

Sarah holds broad experience in land rights with comprehensive areas of focus in surface title and sub-surface mineral title. Sarah also brings strong field experience, GIS mapping and analysis, and workflow planning.



Kate Dennis

Kate is a seasoned Senior Escrow Officer with a demonstrated history of working in the title insurance industry including 12 years of experience working in title insurance at both a national and local level on commerical and residential transactions.

Subconsultant Qualifications

Appraisers

HDR will be working with a team of appraisers who understand the importance of comprehensive appraisals to aid in the ROW process. A list of appraisers that we are going to work collaboratively with HDR on this project follows.

Bonnie Roerig and Associates has worked extensively throughout the state of Colorado appraising a wide range of industrial, multi-family, office, and commercial real estate, development land, and special use properties. For more than 49 years they have worked with numerous public entities including the CDOT, Regional Transportation District, virtually all of the Denver metropolitan municipalities, and many Colorado County agencies. Their expertise is in valuation of commercial properties for partial or total acquisitions as appropriate when completed on behalf of an agency or private property owner.



Roberts Appraisals — Lisa A. Roberts, SRA, is the owner/principal of Roberts Appraisals, based out of Grand Junction. Lisa has been appraising since 1998,

and specializes in commercial and ROW appraisals. Lisa has been on the CDOT approved appraiser list for ROW work since 2011, and is a licensed Certified General Real Estate Appraiser. She recently attained the SRA designation through the Appraisal Institute and is also on the FHA approved list (for residential appraisals). The primary coverage area is Mesa County; other Colorado counties where she has experience are Delta, Montrose, Rio Blanco, Garfield, Eagle, and Ouray Counties.

Stevens Real Estate Services, located in Grand Junction and Telluride, specializes in all types of real estate appraisals as well as investment analysis, market studies, and real estate evaluations.

PMC Appraisal is a CDOT-approved appraisal firm list that has performed numerous appraisals in Garfield County including appraisals for the City of Glenwood Springs, CDOT Region 5 (Durango), and for private land owners. PMC Appraisal has performed disposal appraisals for CDOT Region 1 in the City of Brighton, the City of Arvada, and the City of Denver.



NISLEY & ASSOCIATES **Nisley & Associates**, located in Grand Junction, specializes in providing unbiased property valuation services across Western Colorado. Our focus is on real estate appraisal, appraisal review, and consulting for commercial and complex residential properties. Our clients include national and local lending institutions, law firms, government entities, and private individuals. We provide commercial appraisal services used most commonly for lending decisions, transactions, tax planning, and estate planning.



B&B Appraisal Inc. is a residential and commercial real estate appraisal firm serving Western Colorado including Mesa County, Garfield County, Delta County, Montrose County, Gunnison County, Ouray County, and Rio Blanco County. Our office works with local and national lending institutes, local municipalities and government agencies, attorneys, tax accountants, financial planners, and realtors, as well as private parties. We offer appraisals for a wide array of services for the listing and selling of real estate, line of credit, loan modification, fair market value, rental analysis, appraisal review, tax grievance, trust, probate and estates, gift tax, matrimonial disputes, bankruptcy, and expert witness testimony.

Title Companies



Heritage Title Company
Tricia Keyes, Regional Title
Manager
Main: 970-328-1602
Cell: 970.328.5211
pkeyes@heritagetco.com



**Abstract and Title Co. of Mesa
County**
Cindy Osborne, Title Officer
128 North 5th Street, Suite 2B
Grand Junction, CO 81501
970.589.8921
wcindy@abstracttitle.biz

Past Project Experience



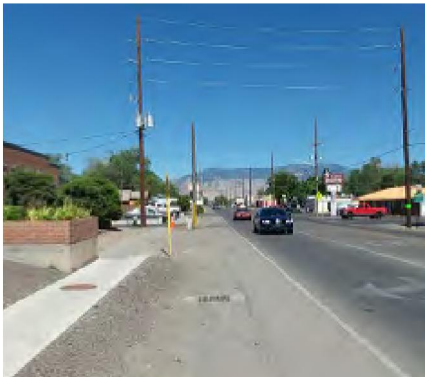
US 85 C-470 to Highlands Ranch Parkway | Douglas County

HDR's ROW team worked with the environmental, engineering design, and utilities preconstruction team advising them on ROW impacts and other ROW issues in alternatives development, alternatives screening, public involvement in the NEPA process, and in the engineering design process. A reevaluation of the 2002 Record of Decision was issued and the project is now in final design. HDR's ROW team has managed all aspects of the ROW process. Title work was obtained and ROW plans completed. Appraisal, appraisal review, and waiver valuations have been prepared. HDR worked with Douglas County to develop and implement

an aggressive acquisition incentive program, that has been successful. Initial offers to landowners were made from February through April 2018, as appraisals were delivered. Most of the 80+ parcels were acquired by June 2018.

HDR Team Involvement

Konrad Vallard • Lisa Gerondale • Greg Jamieson • CJ Pietri • Claudia Lopez



ROW Impact Analysis of Alternatives Considered for US 6C Clifton Phase 1 | CDOT Region 3

HDR conducted a study analyzing and comparing the ROW Impacts for eight proposed alternatives for improvements to US 6C from I-70 B to 33 Road. ROW impacts consisting of total ownerships impacted, number of partial acquisitions, number of total acquisitions, estimated acquisitions costs, number of business relocations, number of residential relocations, estimated cost of relocations, estimated ROW and consultant costs and total estimated costs were analyzed and presented.

A comprehensive report of HDR's analysis and findings was delivered to CDOT, which it used as a decision making tool for the project.

HDR Team Involvement

Greg Jamieson • Konrad Vallard • Lisa Gerondale • CJ Pietri



Right of Way Acquisition for US 24, Minturn Main Street Pedestrian Project | CDOT Region 3

The Town of Minturn's Main Street Pedestrian Project, in conjunction with CDOT's curb ramp and resurfacing project, will improve transportation for pedestrians, bicycles, commercial vehicles, and passenger vehicles by constructing significant improvements to Minturn's Main Street (Highway 24). HDR, led by Konrad Vallard, was retained to provide valuation and ROW acquisition services for the acquisition of 44 parcels in conformance with the URA. HDR provided project expertise by advising the Town, coordinating with CDOT

oversight, evaluating impacts to property ownerships, and providing strategic guidance for acquisitions. Tasks included securing permission to enter, survey coordination, property ownership inspections, preparation and review of waiver valuations, acquisition negotiation, access permitting, and project tracking, reporting, and planning.

HDR Team Involvement

Greg Jamieson • Lisa Gerondale • Konrad Vallard • CJ Pietri • Claudia Lopez

"Konrad, Thank you for checking in. We are very happy with the work done by you and Claudia. You both were great witnesses. The Judge asked the Town to prepare written findings."

Michael J. Sawyer, attorney at Karp Neu Hanlon, representing the Town of Minturn



ADA Voluntary Curb Ramp Acquisition Program and Implementation of Such Program | CDOT Region 3

The program streamlines the ROW process for projects upgrading curb ramps to Americans with Disabilities Standards by significantly compressing the ROW schedule and reducing administrative costs. Survey, ROW plans, and legal descriptions are replaced by simple one-page exhibits developed by GIS and plats. The same offer amount is made to all landowners, and landowners sign a simple agreement that includes a waiver of CDOT's traditional process.

Greg Jamieson assisted CDOT Headquarters in collaborating with the Region ROW Managers to build consensus for the Pilot ADA ROW Program and in obtaining approval of the Program from the Colorado Attorney General's Office and the Colorado Transportation Commission. HDR developed a brochure explaining the Pilot ADA ROW Program to be used by ROW Agents conducting acquisition negotiations under the ADA Program. Greg assisted CDOT in developing materials for training and teaching for the Pilot ADA ROW Program for CDOT ROW personnel and other ROW consultants.

CDOT Region 3 has been a leader in implementing the ROW Pilot Program. CDOT Region 3 has used the program successfully on projects in Montrose, Craig, Rangely, and Hayden. HDR prepared exhibits, provided the value research and analysis for the offer amounts, and has advised the Region in implementation of the Program and process improvements.

HDR Team Involvement

Greg Jamieson • Lisa Gerondale • Konrad Vallard • Melinda Lee



Widening of Ridge Road from Tabor Street to City Boundary | Wheat Ridge

This project will widen Ridge Road and construct sidewalks and ADA-compliant curb ramps for a segment in close proximity to RTD's newly opened Ward Station. HDR's ROW team managed all aspects of ROW acquisition for the project including preparing legal descriptions for the parcels to be acquired, completing waiver valuations, and quickly and efficiently negotiating the acquisition of the parcels. HDR worked with the City to define an acquisition incentive program that resulted in the timely acquisition of all the parcels needed for the project to meet the goals of

an aggressive project schedule without the need for condemnation.

HDR Team Involvement

Greg Jamieson • Konrad Vallard • CJ Pietri • Claudia Lopez



ROW Services for the US 34 Big Thompson Permanent Flood Repairs | CDOT Region 4

HDR worked with the ROW, design, and construction team members to define, value, and acquire over 200 parcels needed for this critical project that constructed significant roadway, river, and channel improvements so that both could better withstand high-flow events like the catastrophic 2013 and 1976 floods.

HDR developed innovative ROW scheduling and management tools to effectively coordinate the work of numerous ROW consultants to meet project milestones, while verifying consistency with process and

approach. HDR's ROW team advised design and construction teams on ROW issues, including determining the size, shape, and type of parcels needed for the many different types of unique infrastructure for this collaborative roadway and river channel improvement project. All ROW clearances were timely obtained to support scheduled construction. HDR also negotiated the acquisition of many of the parcels needed for the project. The project was completed on time and within budget.

HDR Team Involvement

Greg Jamieson • Lisa Gerondale • Konrad Vallard • CJ Pietri • Claudia Lopez



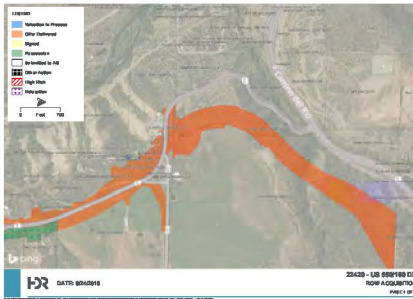
SH 9 Iron Springs | CDOT Region 3

Greg Jamieson, HDR's Senior ROW Manager, was hired as a Consultant ROW Manager for this project in Frisco, Colorado. He assisted Region 3 with the management of all phases of the ROW process for a project to construct a four-lane section of SH 9 on a new alignment, and relocate the Blue River Bikeway to the existing highway alignment adjacent to Dillon Reservoir. Greg negotiated complex ROW agreements with the United States Forest Service, Summit County, the Town of Frisco, the Continental Divide Land

Trust (CDLT) and Denver Water. Innovations included a land trade agreement between CDOT, Summit County and CDLT that included removing a conservation easement on ROW needed for the new SH 9 highway alignment and moving it to the ROW upon which the realigned bike path will be located.

HDR Team Involvement

Greg Jamieson • Lisa Gerondale • Konrad Vallard • CJ Pietri



US 160 and 550 Design-Build Project | CDOT Region 4

HDR managed the ROW process for this \$96 million design-build project and worked with the project design team to advance the ROW process, identify risks related to ROW acquisition, and relocation and propose solutions to mitigate risk. HDR also led negotiations for complex acquisition negotiations and proposed creative solutions to achieve consensual agreements. HDR participated in efforts to draft the ROW section for the design-build RFP, assisted CDOT with developing delivery dates to the contractor for on-going negotiations, and worked with

project team to develop ROW status tracking tools.

HDR Team Involvement

Lisa Gerondale • Greg Jamieson • CJ Pietri • Amy Borders

Strategy and Implementation Plan

Strategy and Implementation Plan

1. Project Understanding

In 2019, the registered voters in the City of Grand Junction (City) passed ballot Measure 2A, allowing the City to bond for \$70 million for transportation projects including roadway, sidewalk, pedestrian, and bikeway projects. Measure 2A includes a list of specific roadways and areas to be improved. Right of way (ROW) acquisition is anticipated for the following projects:

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	

ROW identified for the Measure 2A projects is significant. 452 parcels — including fee parcels, permanent easements and temporary construction easements — are needed from 177 owners. This includes three relocations, for six projects, to be cleared in 2021, and four projects to be cleared in 2022. ROW activities shall be completed in conformance with the Uniform Relocation and Real Property Acquisition Policies Act of 1970 (URA) and follow all Colorado Department of Transportation (CDOT) ROW policies and procedures. All ROW procedures shall be performed by individuals who have been qualified by CDOT to perform ROW acquisition services.

In order for Measure 2A to be successful and meet the voter's expectations, the City needs a ROW consultant with a proven record of delivering high quality ROW services for large programs. The ideal Consultant firm will work effectively with the City's design team, survey team and affected landowners to timely deliver the ROW needed for the Measure 2A projects. The magnitude of the ROW anticipated for this endeavor will require a Consultant firm that has the resources to manage multiple projects simultaneously and



has extensive experience in assisting clients to streamline the ROW process to meet aggressive schedules and achieve important milestones.

2. Strategy

HDR has the expertise, staffing resources, and innovation to timely and effectively deliver the ROW needed for the City's Measure 2A projects. The HDR difference will result in a streamlined ROW process and opportunities for cost savings along the way. We understand local issues and local perceptions and will work to serve as a true extension of City staff. Greg Jamieson, HDR's Project Principal, and Konrad Vallard and Lisa Gerondale, HDR's Project Managers, all worked for CDOT prior to joining HDR. Konrad worked for CDOT Region 3 with CDOT's Grand Junction ROW team. HDR's 18-person ROW team has ample capacity to effectively work on numerous projects concurrently. This team includes considerable subject matter expertise that few ROW consultant firms can match.

HDR's team has a deep understanding of the URA and CDOT ROW policies and procedures. Our ROW leadership team has helped CDOT develop a number of ROW innovations, compressing ROW schedules and reducing ROW costs.

Greg Jamieson has 14 years of experience as a CDOT ROW Manager and, prior to his move to CDOT, spent time as an Assistant Attorney General representing CDOT in eminent domain actions.

Konrad Vallard has 15 years of experience



as an eminent domain appraiser with a Colorado Certified General Appraisal license. He is on CDOT's approved appraiser and appraisal review list.

Lisa Gerondale has 12 years of experience providing high-level strategic consulting, assisting CDOT's ROW teams in effectively delivering ROW for some of its biggest innovative contracting projects.

Kate Dennis has 12 years of experience in the title industry performing closings.

Melinda Lee has 17 years of experience as a partner in a civil engineering firm. In addition to providing engineering consulting, she provides surveying and legal description expertise and has been instrumental in developing a streamlined approach to acquiring ROW for CDOT Region 3's Pilot Program for Americans with Disabilities Act (ADA) curb ramp projects.

Claudia Lopez is a Real Estate Specialist and native Spanish speaker allowing her to build trusting relationships and effectively communicate with Spanish-speaking landowners.

With our team's strengths and resources, we have the ability to provide ROW services scalable to a broad range of projects, from projects requiring acquisition of numerous and complex parcels, projects needing total acquisitions displacing occupants that require business and residential relocation services, and smaller projects that require acquisition of permanent and temporary construction easements only.



Developing a Critical Path Schedule

A successful ROW acquisition program needs to advance under a realistic and functional schedule. HDR has a proven track record of developing up-front critical path schedules with the project team and managing the ROW process to meet aggressive schedules, while providing considerate treatment of affected property owners.

Issues related to ROW acquisitions are complex, and sometimes emotional. It is critical that the ROW staff fully understand the details and nuances associated with the project, and are able to clearly explain the project details to affected landowners. Our staff are experts at maintaining a credible dialogue and providing timely responses to landowner questions and concerns. Our goal is to achieve mutually agreeable settlements without the need for litigation.

Innovation is one of our biggest distinguishers. We have streamlined the ROW process, thereby compressing project schedules and reducing project budgets, by effectively using incentive programs, conditional ROW clearances, and many of the techniques in the CDOT ROW Pilot Program for Curb Ramp Projects, which we assisted CDOT in developing.

With our experienced, professional skill set, past projects, innovations, collaboration and tracking tools, and perhaps most importantly, our consideration of the “human element” in ROW acquisition and relocation, our team is ideally suited to be your consultant.

Interaction with the City

Prior to beginning any ROW assignment, HDR will meet with City staff and attorneys to discuss project goals and timelines and develop an effective approach to define, value, and acquire the ROW within key project milestones. HDR has significant cradle-

to-grave project experience. The ROW process consists of many external and internal hand-offs. Inefficiencies causing delays can occur if these hand-offs are not effectively managed.

We will build a ROW team for each project that will proactively communicate externally with design, environmental, utilities, and other project personnel and effectively communicate internally to manage these hand-offs to lessen inefficiencies. Initial project meetings will also provide an opportunity to gain concurrence from other key City staff and third-party agencies. The goals of acquisition negotiations are to encourage and expedite the acquisition of parcels by consensual agreement with owners, avoid litigation, provide consistent treatment for land owners, and promote public confidence in the ROW acquisition process.

3. Implementation

Title Services

The first step in most ROW processes is to obtain title information for the affected ownerships. Title commitments are usually obtained for all ownerships from which permanent acquisition (ROW or permanent easements) will be acquired.

HDR’s team members, **Heritage Title Company and Abstract and Title Company**, local firms located in Grand Junction, have strong reputations delivering quality title products and providing considerate and effective customer service. The purpose of the title commitment is to verify the owners

of the property and understand existing liens and encumbrances affecting the property. HDR's ROW team has extensive experience analyzing liens and encumbrances in title commitments and can advise the City of the effect such items may have on the ROW acquisition process. If a temporary-easement-only is needed from any ownership, a vesting deed (latest conveyance deed) can be purchased instead of a title commitment to verify the ownership. Avoiding the purchase of unnecessary title commitments for temporary-easement-only acquisitions can save project costs.

Heritage Title Company and Abstract and Title Company will provide closing services for acquisitions the City wants to be closed by a title company. HDR's title and closing expert, Kate Dennis, will work with the title companies to coordinate these closings.

Konrad Vallard, the valuation lead on the HDR team, is an appraiser with a Colorado Certified General appraisal license (the highest level appraisal license in the state). He is on CDOT's approved appraisal and appraisal review list. Konrad can provide important valuation consulting so that waiver valuations accurately reflect fair market value and rely on supportable market evidence.

Right of Way Plans and Descriptions

HDR understands that others will provide ROW plans and legal descriptions, however title commitments, vesting deeds and other title information are commonly needed and used by the consultants preparing these items. HDR's team can coordinate with such providers to understand what kind of title instruments will be needed and the schedule and timing of delivery of such title instruments. Title instruments obtained will be shared with the City and the design team, as appropriate.

HDR has experience working with professional land surveyors on innovations to streamline ROW plans and legal descriptions. HDR can suggest such innovations, if the City is interested. Innovations include elimination of ROW plans for projects that require temporary easements only and use one page illustrations of the temporary parcel as the primary document defining the parcels to be acquired. Melinda Lee, working with CDOT Region 3, has developed a very streamlined one-page exhibit to be used for temporary easement applications for the Region's aggressive Pilot ROW Program for ADA curb Ramp projects. Examples of one-page exhibits are included in the Additional Data section.

Valuation of the Parcels

Competent parcel valuation is critical to the success of any ROW acquisition negotiation. If the offer amount does not accurately reflect fair market value and include a credible analysis of damages to the remainder, if applicable, it will pose challenges to the negotiation. HDR's valuation team and method will verify accurate just compensation valuations that meet URA and CDOT policy and process standards.

HDR's valuation team is a blend of local appraisers in the City, familiar with the City's property values, and other Western Slope and Front Range appraisers. All The appraisers on our team are on CDOT's approved list except for John Nisley and Kevin Sawyer, both of whom live and work in Grand Junction, and Sharon Rahn. John, Kevin, and Sharon will collaborate with the team appraisers on the CDOT's approved list. All appraisals will be signed or co-signed by an appraiser on the CDOT approved list. The reason for this approach is that a high volume of appraisals is anticipated and there are few appraisers in Grand Junction on CDOT's approved list. This approach will verify that high-quality appraisals prepared mainly by appraisers familiar with the City of Grand Junction real estate market.

In addition to his duties as Project Manager, Konrad Vallard will organize and manage the valuation process, fitting the right appraisers to the unique challenges of certain valuation assignments based on the relative strengths of the appraiser selected. Konrad has effectively managed this effort for many projects, both large and small. Bonnie Roerig and Konrad, both of whom are on CDOT's approved appraisal review list, will provide the appraisal

review required by the URA and CDOT policies and procedures.

One of HDR's proven methods for controlling ROW costs is timing the appraisal process to have the City's appraisal and landowner's appraisal for the same parcels delivered at approximately the same time. If the estimated value of an appraisal is \$5K or more, §38-1-121, C.R.S. requires the City to notify landowners of a right to get their own appraisal and, if it is submitted to the City in a certain time frame and meets certain requirements, the City is required to pay a reasonable fee for the landowner's appraisal. If this notice is provided to landowners at the same time the City starts its appraisal, so both appraisals are completed and submitted for review at approximately the same time, the just compensation values tend to be closer to each other. Sometimes the landowner's value is lower than the City's. Greater disparities in value seem to occur when the landowner is aware of the City's offer before finishing its appraisal. Having both appraisals completed prior to making an offer is advantageous even if there is a reasonable difference in values. In those situations, the City knows what the difference in values is before the negotiation starts.

The URA and CDOT policies and procedures require parcels to be appraised if their estimated value is more than \$10K, or more than \$25K in certain circumstances. If the estimated values are less than these thresholds, the parcels can be valued by waiver valuations, which are values prepared by ROW agents. Valuing parcels by waiver valuations,

where appropriate, can save time and money in the ROW process and is an approach HDR always suggests. HDR's ROW staff has considerable experience preparing waiver valuations (these used to be called value findings) for acquisitions. HDR has subscriptions to CoStar – Commercial MLS and RE Colorado Residential MLS which gives us access to the latest market sales information for all land use types in the City.

Acquisition Negotiation and Closings

After the offer amount to be made is determined, HDR will conduct acquisition negotiations. HDR's real estate specialists will try to meet in person for the first meeting. Before leaving the first meeting, the specialists will explain the timing for future contacts and meetings. HDR will meet with owners as needed in an effort to obtain an agreement without compromising the project schedule. Landowner counteroffers will be promptly submitted to the City for review with an HDR recommendation for a position on the counteroffer. HDR will recommend use of a form of agreement to be signed by landowners that allows the City possession of the parcel when the fully signed agreement and the check for the agreement amount is submitted to the title company for closing.

If there are liens and encumbrances that need to be released, the title company can work with the landowners, their lenders, and others to get such releases while the project proceeds to advertisement and construction. Kate Dennis, a new member to

HDR's ROW Team has successfully used acquisition incentive programs on many recent projects including:

- CDOT Region 5, Town of Ridgway SH 62 Street Improvements
- CDOT Region 4, I-25 North Express Lanes, 120th to Northwest Parkway/E-470
- CDOT Region 4, City of Sterling, SH 14 S Curves
- City of Wheat Ridge, Widening of Ward Road
- Douglas County, US 85 Widening from C-470 to Highlands Ranch Parkway (HDR assisted Douglas County in developing its acquisition incentive program for its US 85 project, which was very successful.)

HDR recommends that the City consider using acquisition incentives for Measure 2A.



HDR's ROW team, has substantial experience as a closer for a title company. If issues arise in obtaining releases of encumbrances, which often happens, Kate can assist the title company in getting the releases. The title companies will provide title insurance policies for all acquisitions for which the City requests title insurance.

If acceptable to the City, HDR can close low dollar acquisitions, and acquisitions consisting of temporary easements only. HDR will submit signed agreements and check requests to the City and complete the closings it has been authorized to close.

Innovative Methods

HDR has used innovative methods to streamline the right of way process successfully on many projects including using ROW acquisition incentive programs and considering aggressive conditional ROW clearances when developing the project ROW schedule. HDR also assisted CDOT in developing its Pilot ROW Program for ADA Curb Ramps, which has greatly reduced time and cost of ROW acquisition for CDOT's projects updating curb ramps to ADA standards. It is important to note that most of these innovations are allowed by the URA and CDOT ROW policies and procedures. HDR will discuss these innovations with the City to determine if the City is interested in adopting some or all of the Measure 2A projects.

Condemnation

HDR's primary goal in all of its ROW projects is to work effectively with landowners to obtain consensual agreements and avoid eminent domain, or condemnation, so it is only used as a last resort.

In addition to these efforts, we have found that acquisition incentive programs, as described above, further encourage agreements and limit the possibility of condemnation.

Despite such efforts, condemnation, if allowed by the City, is sometimes needed to resolve a challenging negotiation. If any acquisition needs to be resolved through eminent domain, and the City authorizes condemnation, Greg Jamieson, is uniquely qualified to work with the attorney handling such acquisitions. Greg was an Assistant Attorney General for five years representing CDOT in condemnation actions prior to joining CDOT as a ROW Manager. (Greg placed his

USE OF INNOVATIVE METHODS

HDR has successfully used innovative methods to streamline the ROW process on many projects. These are proven methods and techniques to shorten the ROW process.

- **An acquisition incentive** includes an offer to landowners of an additional payment over and above the just compensation offer, if the landowner signs an agreement in a certain time frame (usually within 30 days of the offer). If the pre-construction phase of a project is on an aggressive schedule, an incentive program can compress the ROW schedule and improve the likelihood of meeting or beating the greater project schedule.
- **A conditional ROW clearance** is a ROW clearance allowing advertisement for construction bids and start of construction, if necessary, when all of the ROW needed for the project has not been obtained. The schedule for delivery of the unacquired ROW parcels is included in the construction bid package, so the contractor can consider the time frame for delivery of these few parcels in its construction schedule. HDR has effectively used conditional ROW clearances as an innovation to compress ROW schedules.
- HDR helped CDOT develop the **Pilot ROW Program for Curb Ramps**, a new streamlined process to clear ROW for its effort to upgrade 18,000+ curb ramps to Americans with Disabilities Act (ADA) standards. The Pilot Program dramatically compressed ROW schedules and significantly decreased ROW costs for CDOT curb-ramp-only projects, by substituting one-page exhibits developed from aerial photography, GIS, and plats as the descriptions for the small pocket easements needed for these projects (instead of surveys, ROW plans, and metes and bounds legal descriptions, which can be costly and time-consuming to prepare). The same offer amount, which includes an incentive-over-fair-market-value, was then offered to each landowner in a corridor. The program relies on land owner willingness to participate.

license to practice law on an inactive status several years ago).

Relocation

The ROW impacts for the Measure 2A projects in the RFP indicate that three relocations will be required. HDR's team has experience with business and residential relocations. Greg Jamieson has managed a number of large ROW acquisition/relocation projects. Lisa Gerondale is the HDR relocation lead and subject matter expert. Greg, Lisa, and Carlos Pietri are all on CDOT's approved list to provide relocation services. Being displaced by a project acquisition and relocated is challenging for the occupants that are displaced. HDR's relocation team understands these challenges and will give displaced occupants the time, attention, and education they need to understand the relocation benefits available to them under the URA program and to timely find, secure, and get moved into a replacement property.



4. Quality Assurance and Records

Every City project calls for a high level of accountability, and HDR's attention to detail and adherence to standards leads to successful outcomes. The HDR ROW team will meet with the City at the beginning of the project to determine City-approved ROW and relocation forms are used during the ROW process. Documents generated by members of the HDR ROW team will be reviewed and revised by a different member of the HDR ROW team before submitting to the City for review and approval. This is the established standard procedure for the HDR ROW team. After such internal review, ROW documents will be submitted to the City for review and approval before being submitted to landowners or displaced occupants. Acquisition and relocation negotiation logs will be updated as soon as reasonably possible after HDR ROW team members' contacts with landowners and displaced occupants. Such negotiation logs will be cyclically reviewed by HDR ROW project managers. Consistent procedures and protocol for acquisition and relocation files will be established at the beginning of the project. ROW team members will keep such files up to date. HDR ROW project managers will selectively audit files during the project. The status of each acquisition and relocation will be provided to the City's project managers at cyclical ROW project status meetings. City decisions on acquisition settlements and relocations will be documented in the acquisition and relocation files.

HDR will submit two complete files for each parcel, one original and one duplicate, to the City project manager. The files will include any and all documents affecting the parcel, including but not limited to appraisals, value findings/fair market value determinations, negotiation logs, letters, memos, title commitments/title policies, closing instructions and statements, recorded deeds, releases/satisfactions, and other documents as needed.

5. Deliverables

Sample deliverables for ROW projects may include the following.

Project Management

- ROW schedule, updated as needed
- ROW cost estimate, updated as needed
- Acquisition and relocation tracking sheets, updated cyclically as requested

ROW Plans, or Key Map and Metes and Bounds Parcel Descriptions

- Title commitments as required by the City
- Right of entry, as required by the City

Valuation

- Waiver valuations (no appraisal) for parcels with an estimated values of \$25,000 or less, at City's discretion
- Draft appraisals, as needed and approved by City
- Final appraisals completed after appraisal review, if any
- Landowner appraisals, if tendered for review
- Appraisal review report for review of landowner appraisals

Acquisition Negotiation

- Notices of Interest
- Offer packets
- Negotiation logs
- Memorandum of agreements and other documents evidencing agreements reached with landowners

- Closing packets including final recorded conveyance document including deeds and easement agreements
- Requests for filing condemnation, if needed
- Final acquisition files for delivery to the City

Summary

HDR has the expertise, experience, and innovation to effectively address the concerns for ROW acquisition for the Measure 2A projects. The HDR difference will result in a shorter ROW process and opportunities for cost savings along the way.



References

References

Reference: Town of Minturn

Michelle Metteer
Town Manager
301 Boulder Street, # 309
Minturn, CO 81645
manager@minturn.org
970.827.5645, ext. 8

The HDR team has worked with Michelle Metteer and the Town of Minturn on the US 24 - Minturn Main Street Pedestrian Project.

Reference: Douglas County

Art Griffith,
Transportation Capital Improvements Manager
100 Third Street
Castle Rock, CO 80104
AGriffit@douglas.co.us
303.663.6237

HDR has worked with Art Griffith on the following Douglas County Public Works projects:

- US 85, C-470 to Highlands Ranch Parkway
- C-470 Trail Over Yosemite
- US 85, Sedalia to Daniels Park Road

Greg Jamieson, as a CDOT ROW Manager, worked with Art Griffith on the US 85 Flyover Bridge Ramp to C-470 project.

Reference: CDOT

Tim Woodmansee
Region 3 Right of Way
Manager
222 South 6th Street, Room 317
Grand Junction, CO 81501
tim.woodmansee@state.co.us
970.683.6224

HDR has worked with Tim Woodmansee on the following CDOT Region 3 projects:

- ADA Pilot Curb Ramp Projects for Montrose, Craig, Rangely and Hayden
- Right of Way Impact Analysis of Alternatives Considered for US 6C Clifton Phase 1 Project
- I-70 Vail Underpass

"I just wanted to take a moment and tell you how pleased I am to have had Lisa Gerondale help CDOT out with both ROW acquisition and project management. Lisa's skills have proved invaluable on a large I-25 project in which she performed both ROW acquisition and project management. Her skills on the I-25 job have helped CDOT provide timely ROW acquisition for a large, high profile project. She is also providing much needed project management on one of Region 4's largest endeavors, the US 34 Big Thompson project. We are just getting started on this project but her project management skills have already shown that she is quite capable in this capacity and she is a very valuable member of our project team.

I also had the pleasure of having Lisa work for me at CDOT for several years prior to her joining the private consultant world. Her presence on a team is what has caused me to hire both your firm and the firm she worked for prior to her working at HDR.

All in all I just wanted to let you know about the awesome work Lisa has provided in the past and I'm sure will continue to provide to CDOT. You are extremely lucky to have her on your team."

Bob Grube, Right of Way Manager, CDOT Region 4 Right of Way Unit



COLORADO
Department of Transportation

Region 3, Right of Way Unit
222 South 6th Street, Room 317
Grand Junction, CO 81501-2769

May 31, 2016

Mr. Greg Jamieson
Senior Right-of-Way Manager
HDR
1670 Broadway, Suite 3400
Denver, CO 80202

Dear Greg,

As I finish my career with CDOT, I want to let you know how much help you have been to me and Region 3 in your capacity of consulting ROW Manager. Our ROW Unit had some challenges with the boundary change that added Summit County to the 14 counties in our Region. Then further challenges came with two >\$20M RAMP projects, for which you managed the ROW phases for us.

The RAMP project at Vail you managed is to construct an I-70 underpass to connect the north and south frontage roads with roundabouts at these new intersections. This project required several acquisitions of private property, and you met with landowners, connected with local stakeholders, communicated with engineering, facilitated liaisons with legal representatives, and worked with our acquisition consultant, TRS. This is a very complex project and you handled it masterfully.

The RAMP project known as SH9 Iron Springs is a realignment of Highway 9 from its present location between Breckenridge and Frisco adjacent to Dillon Reservoir to a virgin alignment through Summit County and Forest Service property. This is another very complex project with several stakeholders involved in this project in addition to the County and Forest Service; others include the Conservation Land Trust, Denver Water, the School District, and the Town of Frisco. You adeptly brought all these diverse interests together and authored agreements that moved the acquisition of property needed from these entities for new rights-of-way to an amenable and successful conclusion.

Greg, you brought to our projects your experience, diplomacy, and expertise in right-of-way, and the Region and I are very appreciative of your extremely capable and competent performance. These projects are under construction and we could not have gotten there without your assistance and significant management skills. Thank you!

Sincerely,

Kathy Freeman, Manager
Region 3 Right-of-Way



Fee Proposal



Fee Proposal

HDR 2020 RATES	2020 HOURLY BILLING RATE*
Project Principal	\$210
Project Manager	\$180
ROW Agent 3	\$115
ROW Agent 2	\$95
ROW Agent 1	\$78
Project Controller	\$93
Administrative	\$69

Please note: A detailed scope will be provided for the acquisitions on a project basis. HDR's team will negotiate a fee on a per acquisition basis that will be competitive to prevailing rates in the area.

APPRAISERS	
Appraisal Firm	2020 Rates
HDR	
• Konrad Vallard	
Rate for Appraisal Review	\$2,200 appraisal review
Bonnie D. Roerig & Associates, LLC	
• Bonnie Roerig, MAI, AI-GIS	
• Sharon Rahn	
* Rate for preparation and delivery of appraisal	Up to \$6,000/appraisal
Rate for Appraisal Review (Bonnie Roerig only)	\$2,200 appraisal review
Bonnie Roerig hourly rate for condemnation support, if needed	\$325/hr
Sharon Rahn hourly rate for condemnation support, if needed	\$210/hr
Lisa A. Roberts, SRA	
* Rate for preparation and delivery of appraisal	\$4,000 to \$6,000/appraisal
Hourly rate for condemnation support, if needed	\$250/hr
Patrick McManus	
Rate for preparation and delivery of appraisal	\$4,000 to \$6,000/appraisal
Hourly rate for condemnation support, if needed	\$220
B&B Appraisal Inc.	
• Kevin A. Sawyer	
* Rate for preparation and delivery of appraisal	\$3,500 to \$6,000/appraisal
Hourly rate for condemnation support, if needed	\$150/hr
N&A Nisley & Associates	
JP Nisley, MAI, R/W-AC	
* Rate for preparation and delivery of appraisal	\$4,000 to \$6,000/appraisal
Hourly rate for condemnation support, if needed	\$200
Robert Stevens, MAI, SRA	
* Rate for preparation and delivery of appraisal	\$4,000 to \$6,000/appraisal
Hourly rate for condemnation support, if needed	\$275/hr

* Depending on number of appraisals in the assignment - economy of scale - and complexity of appraisals assigned.



Fee Proposal

TITLE COMMITMENTS AND CLOSING FEES	
Abstract & Title Co. of Mesa County	2020 Rates*
Ownership & Encumbrance Report	\$65 per O&E
Title Commitments	\$625 per Commitment (includes updates)
Closing Fees	\$200 to \$300 per closing (depending on complexity)
Heritage Title Company	2020 Rates*
Ownership & Encumbrance Report	\$5 per O&E
Title Commitments	\$550 per Commitment (includes updates)
Closing Fees	\$500 Closing Fee Per File

Title Insurance Policies are based on the amount of insurance requested, which is typically the amount of just compensation paid.

DIRECT EXPENSES	
CATEGORY	COST
Mileage	\$.575/mile
Printing/Reproduction	At Cost
Fees for Recording Documents	Actual Amount at Cost
Meals	Actual Amount at Cost
Lodging	Actual Amount at Cost

** New rates will be negotiated for calendar years 2021, 2022, and 2023.*

Legal Proceedings/Lawsuits



Litigation Statement

In today's legal environment, claims and litigation are a reality for any large participant in the construction industry. When claims do occur, HDR seeks to be proactive and cooperate with our client in reaching a resolution that is fair and reasonable to all. We also value the confidences of our clients as well as our contractual commitments to confidentiality, and do not discuss with third parties the circumstances involving other projects. We would take the same position with information regarding our work on your project. If necessary, we would be willing to meet in person with your selection committee with appropriate confidentiality agreements, to discuss the merits or background of past claims. There are no claims or litigation that would have a material impact on our financials or our ability to perform your projects. HDR has maintained professional liability insurance in force continually since 1958 for the protection of us and our clients.

Additional Data

Additional Data

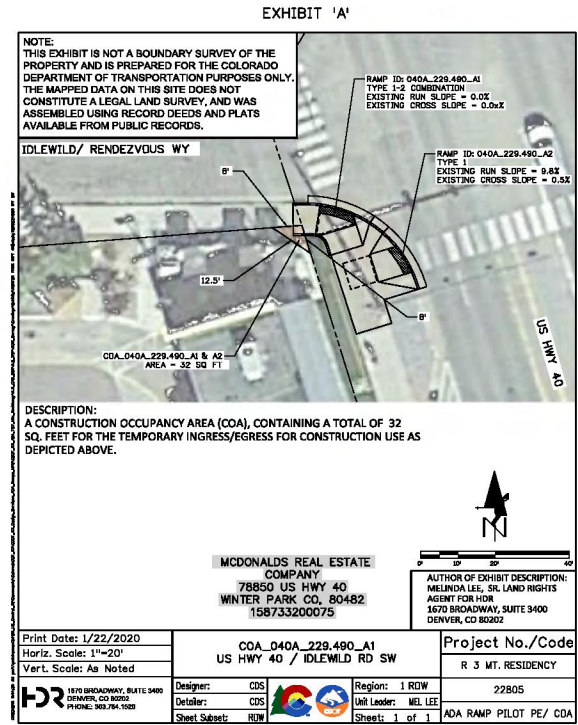
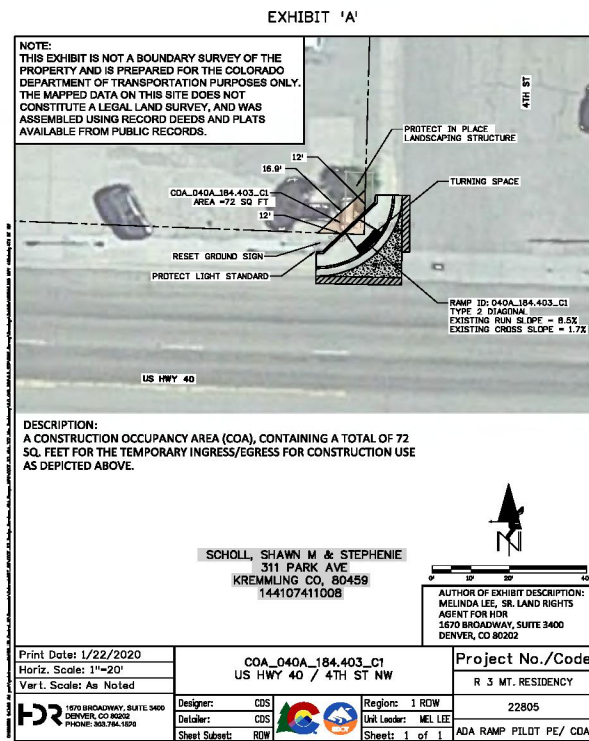


Additional Data

I. In-House Services

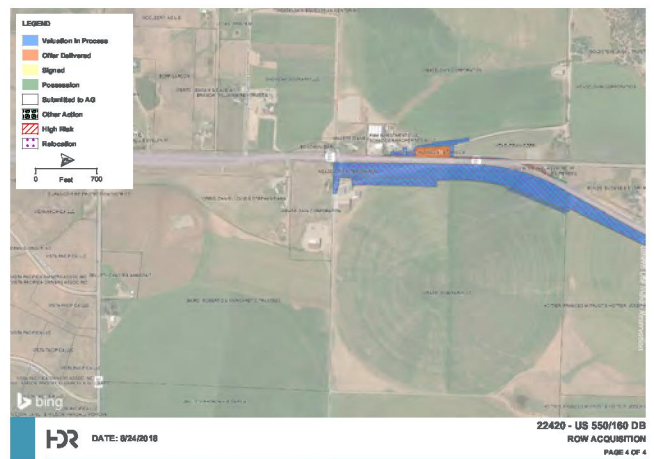
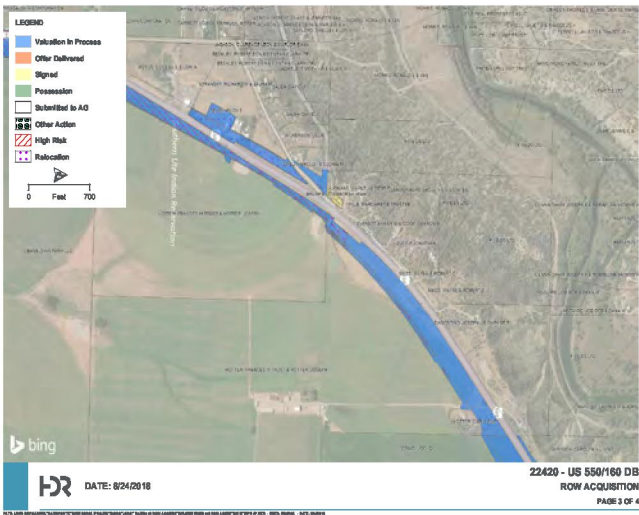
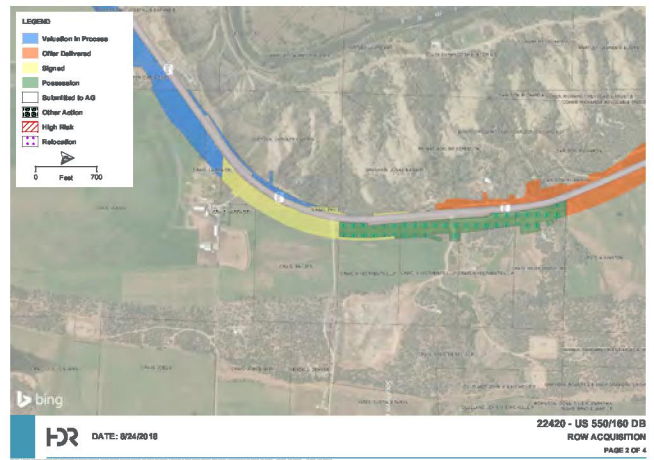
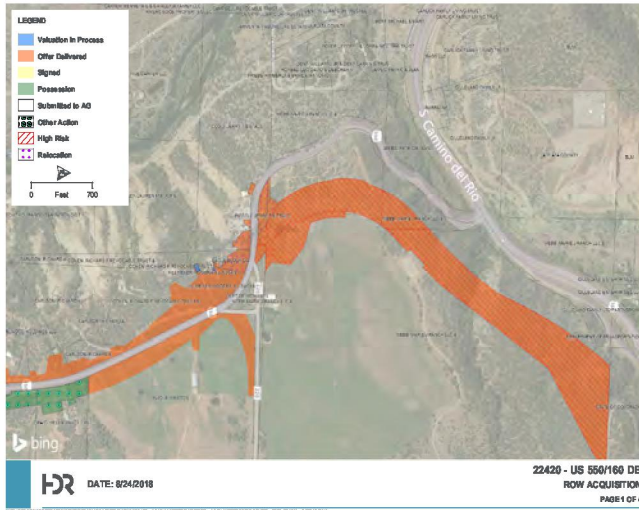
HDR's collaborative culture translates into our ability to offer you an integrated, in-house team of diverse expertise in these additional services, from Right of Way Tracking and GIS, to Subsurface Utility Engineering, to Strategic Communications.

Curb Ramp Exhibits. Examples of the one-page exhibits from the Pilot ROW Program for ADA Curb Ramp Projects, explained on page 16 of the proposal, are as follows.



Additional Data

Right of Way Tracking and GIS. HDR's access to in-house GIS expertise can provide useful mapping tools, often to communicate project status through stages of the ROW process from Right of Entry, valuation and active negotiation through to clearance for construction activity. A sample of ROW Acquisition Tracking Maps developed for use during CDOT's US 550 Design-Build project is shown below.





Additional Data

Strategic Communications Group and ROW/Strategic Communications Collaborations. HDR has a seasoned Colorado and National Strategic Communications Group that prepares resources for and designs public involvement initiatives, communication and branding, and facilitation and mediation. A portfolio of these Strategic Communications services can be viewed at: hdrinc.com/strategic-communications.

HDR's ROW Group has included the Strategic Communications Group to develop materials and design approaches to certain unique ROW issues. An example includes public involvement materials describing the ROW process and highlighting explanations of the ROW process developed for public meetings. Our graphic artists can assist in developing materials helpful in resolving case-specific ROW issues. The ROW and Strategic Communication Groups often collaborate in a partnering sessions focused on streamlining ROW processes for large projects.

HDR's Strategic Communications Group is available as needed for these services, others that may arise, and to assist with issues outside of the ROW realm. Examples of some of the materials HDR's Strategic Communications Group has developed are shown below.



IRSEA
Continuing to Provide Reliable Service
 CONTRACT UTILITY WORKERS WILL NEED ACCESS ON YOUR PROPERTY
 Harris Park Rebuild Project Area Map
 HARRIS PARK REBUILD PROJECT BACKGROUND
 Questions? Contact Brooke Kaufman with IRSEA at 720.733.5433 or bkaufman@irsea.com

ACTIVITY YOU CAN EXPECT
 March 2020 - 3-4 Weeks
INITIAL DATA GATHERING
 August 2020 - 3 Days
PRELIMINARY STAKING
 Preliminary Spring 2021 - 2 Days
CONSTRUCTION STAKING
 Preliminary Spring 2021 - 1 Day
PRE-CONSTRUCTION MEETING
 Preliminary Summer 2021 - Month-Long
CONSTRUCTION
 Fall 2021 - Month-Long
FINAL WALK THROUGH

Additional Data

Subsurface Utility Engineering (SUE) and Utility Coordination. HDR can provide assistance with SUE investigation and utility coordination for proposed improvements. The importance of fully comprehending utilities within a project corridor, to increase safety during construction and to prevent unnecessary complications during design delivery, are key elements in delivering a holistic and successful project. Early identification of and coordination with utilities that require relocation can often determine the successful outcome of a project.

HDR's SUE work includes records research, utility coordination, and investigation to verify that mapping reflects the actual location of the utility in the field. HDR's SUE team goes the extra step to provide the needed services by meeting with the utility owners to get the best available information for existing utilities. Collaboration between ROW and utility coordination are often essential and can be streamlined if managed together.

SUE QUALITY LEVELS

Each quality level builds on information gained through lower level investigations, with Quality Level A incorporating four SUE levels. **HDR has the equipment and expertise to complete Quality Level B utility locating.**



Quality Level A:
Precise horizontal and vertical location of

utilities is obtained by actual exposure and subsequent measurement of subsurface utilities/structures, usually at a specific point. Utility locations (X and Y and Z) are documented to project-specific parameters.



Quality Level B:
Appropriate surface geophysical methods are

applied to determine the existence and approximate horizontal position of subsurface utilities. Data should be reproducible by surface geophysics at any point of their depiction and surveyed to applicable tolerances.



Quality Level C:
Visible above-ground utility features are surveyed

and plotted. Professional judgment is then used to correlate this data to Quality Level D information.

Appendix A: Resumes



Greg Jamieson

Senior Right of Way Manager

Greg Jamieson is a Senior Right of Way Manager with comprehensive knowledge and experience managing public multi-million dollar right of way projects and programs. Greg's leadership, expertise and proven track record of meeting aggressive right of way project schedules while ensuring the considerate treatment of affected property owners, results in more effective delivery of right of way services for transportation projects. As a Consultant ROW Manager, Greg consistently develops innovative solutions for his client's most challenging ROW problems. Greg's talented and diverse HDR team has a proven track record of effectively working with its project teams to define, value, acquire, and clear ROW with ambitious schedules. Prior to joining HDR, Greg had over 14 years of experience as a CDOT Right of Way Manager, wherein his right of way teams successfully defined, valued and acquired right of way for some of CDOT's biggest design build corridor projects, including T- REX, US 36 Managed Lanes and US 6 Bridges. Greg is always innovating and collaborating with clients, stakeholders and other project disciplines to redefine the boundaries of what's possible with right of way project delivery. Greg is approved by CDOT to perform right of way acquisition, business relocation and residential relocation on CDOT projects and local agency projects requiring CDOT oversight.

EDUCATION

Juris Doctor, Juris Doctorate, University of Denver, 1990

Bachelor of Science, Civil Eng/Construction Mgmt, Colorado State University, 1984

PROFESSIONAL MEMBERSHIPS

International Right of Way Association, Member

INDUSTRY TENURE

30 years

HDR TENURE

5 years

RELEVANT EXPERIENCE

Douglas County, US 85, C-470 to Highlands Ranch Parkway, Highlands Ranch, CO

Greg's HDR ROW Team provided strategic ROW consulting, working with the environmental, design, utilities and public involvement teams to identify and obtain approval for a preferred alternative widening Santa Fe in this segment, that includes two new continuous flow intersections. Greg and Konrad Vallard, his Co-Project Manager, then led a successful effort to define, value and acquire the significant right of way needed for this project. HDR worked with Douglas County to develop and implement an aggressive acquisition incentive program. Most of the initial offers to landowners were made from February to April 2018, as appraisals were delivered. As a result of the incentive program, most to the 80+ parcels were acquired by June 2018.

CDOT R3, US 6C Clifton, Phase 1 Right of Way Impacts Analysis, Clifton, Colorado

HDR's ROW Team prepared a report analyzing nine different ROW variables for eight different project design alternatives. The ROW impacts report was used a decision making tool to determine the selected alternative for this project.

CDOT Pilot Right of Way Program for Curb Ramp Projects, Statewide Colorado

Greg worked with CDOT in their development of a streamlined ROW process for projects to upgrade approximately 18,000 curb ramps to Americans with Disability Standards. The Pilot Program significantly reduces the ROW schedule and ROW administrative costs for these projects by substituting simple one-page exhibits developed from GIS and plats for survey, ROW plans and metes and bounds legal descriptions, and streamlining the valuation and acquisition negotiation phases by making the same offers to all landowners in a project and using a simple agreement and closing process for this voluntary program. Greg's team has helped Region 3's

Durango ROW Team, Region 1's Denver ROW Team and Region 4's Greeley ROW team in successfully implementing this program on six projects, with more projects in development.

CDOT R3, I-70 Vail Underpass, Vail, CO

This project constructed a new underpass under I-70 between the Main Vail Ski Area and West Vail exits connecting the north and south frontage road, inclusive of two new roundabouts for each frontage road/underpass connection. Greg assisted the CDOT Region with all aspects of the ROW process. Greg's effective project management helped the timely completion of ROW plans, appraisals, appraisal review and acquisition negotiations from all but one ownership needed for the project, which led to CDOT issuing a conditional right of way clearance that allowed for an early enough construction start to meet the aggressive construction schedule. Greg also worked effectively with CM-GC design and construction team to coordinate ROW requirements so they successfully accommodated design and construction considerations.

CDOT R3, SH 9 Iron Springs, Frisco, CO

Assisted Region 3 with the management of all phases of the ROW process for a project to construct a 4 lane section of SH 9 on a new alignment, and relocate the Blue River Bikeway to the existing highway alignment adjacent to Dillon Reservoir. Greg negotiated complex right of way agreements with the United States Forest Service, Summit County, the Town of Frisco, the Continental Divide Land Trust (CDLT) and Denver Water. Innovations included a land trade agreement between CDOT, Summit County and CDLT that included removing a conservation easement on right of way needed for the new SH 9 highway alignment and moving it to the right of way upon which the realigned bike path will be located.

CDOT R4, US 34 Big Thompson Canyon Permanent Repairs Project, Loveland to Estes Park, Frisco, CO

Assisted Region 4 ROW team, working with CM-GC team, on significant project making permanent repairs to the Big Thompson Canyon for better resiliency for future flooding events. Developed budgets, scheduling and resources allocation to define, value and acquire ROW needed from numerous owners to support aggressive preconstruction schedules for construction packages. Solved numerous complex ROW problems. Negotiated possession and use agreements with City of Loveland and Larimer County critical for early construction. Greg's HDR ROW team also negotiated the acquisition of many parcels needed for two of the construction packages.

Commerce City, Highway 2 Widening and Roadway Improvements for New Recreation Center at Second Creek, Commerce City, CO

HDR purchased the right of way needed for a project improving a 7-mile segment of Highway 2 that added travel lanes, a bicycle pedestrian trail and other amenities, and companion project that made roadway improvements associated with a new Recreation Center. For these projects, 52 parcels were needed from 15 owners. Most of the ROW acquisition for the projects, including a complex donation from a developer, is complete. HDR's innovative use of waiver valuations saved time and money for this project.



Konrad Vallard

Project Manager

Konrad Vallard is a Proven Project Manager and Certified General Real Estate Appraiser and Real Estate Acquisition Agent. He has extensive Colorado real estate appraisal experience with over 10 years specific to eminent domain. Konrad previously worked for the Colorado Department of Transportation as an appraisal reviewer in CDOT Region 3 (Grand Junction) and CDOT Region 1 (Denver). He is on CDOT's approved appraisal and qualified review appraiser list. He has completed eminent domain appraisals, conducted eminent domain appraisal reviews, and managed appraisal contracts for full and partial acquisitions of vacant land, commercial, industrial, residential, and agricultural properties. He effectively co-managed a very successful ROW process for Douglas County's project improving US 85, from C-470 to Highlands Ranch Parkway. Currently he is managing appraisal subconsultant for contract reviews for CDOT's I-25 managed lane project segments 7 and 8. Appraisal highlights include appraisal procurement and management for Douglas County US-85 Highlands Ranch Pkwy to C-470, appraisal procurement and review for the Central 70 Project in Denver, I-70B, Grand Junction, CO, and Eagle Interchange, Eagle, CO. His valuation experience includes a diverse range of projects throughout the West Slope, Colorado High Country, and Front Range. Konrad has over five years of real estate acquisition experience and understands the Right of Way process from scoping to close. This includes title procurement and review, plan review, cost estimating, valuation, acquisitions, negotiations, and closing.

EDUCATION

Bachelor of Science in Business Administration (Dual Emphasis: Finance and Administration, Minor: Economics), University of Montana, Missoula, MT

LISCENSING

Certified General Appraiser – CG40030964

Notary Public, Colorado

CDOT Qualified Appraiser and Review Appraiser

Approved -CDOT Qualified Acquisition Services List

PROFESSIONAL AFFILIATIONS

Candidate for Designation of the Appraisal Institute

IRWA

INDUSTRY TENURE

25 years

HDR TENURE

3 year

OFFICE LOCATION

Denver, CO

RELEVANT EXPERIENCE

US 85 C-470 to Highlands Ranch Pkwy - Right of Way (ROW) Acquisition and Co-Project Manager, Highlands Ranch/Littleton, CO

The project will expand US 85 to six lanes between Highlands Ranch Parkway and C-470, installation of continuous flow intersections at Highlands Ranch Parkway and Town Center Drive including a grade separated crossing for the High Line Canal Trail and various roadway, trail and sidewalk improvements. This project includes several complex acquisitions as well as facilitation of agreements with governmental and quasi-governmental agencies. Tasks included Co-Project Management coordinating submittal of Douglas County/CDOT joint application to Transportation Commission for acquisitions, preparation of CECE and Chief Engineers Memo, project tracking, reporting, planning and status meetings, appraisal scoping, contracting and management, and acquisition and acquisition oversight. Right of Way is on schedule to meet the proposed advertisement and construction schedule dates.

CDOT R3, US 6C Clifton, Phase 1 Right of Way Impacts Analysis, Clifton, CO

Konrad participated in HDR's preparation of a report analyzing nine different ROW variables for eight different project design alternatives. He contributed to the valuation portion of the analysis, including case specific damages to the remainder investigations for certain properties. The ROW impacts report was used by CDOT and its local government partners as a decision making tool to determine the selected alternative for this project.

Minturn, US 24 Main Street Pedestrian Project, Right of Way (ROW) Acquisition and Co-Project Manager, *Minturn, CO*

This project includes sidewalks and drainage improvements along Minturn's Main Street to improve safety and drainage in the area. The project originally consisted of 44 parcels from 38 ownerships, primarily temporary easements for sidewalk construction and driveway grading. Tasks include property management, inspections, preparation and review of waiver valuation, coordination with CDOT oversight, project tracking, reporting, planning and status meetings and acquisition and acquisition oversight. Right of Way is on track to support the proposed advertisement and construction dates.

CDOT HQ / R1, R3, R4 Curb Ramp Pilots

Assisted with planning, research and cost estimating for initial curb ramp pilot program in the Denver Metro area, R3 Montrose, Craig, Rangely, Winter Park, Kremmling and Walden projects, and Region 4 Boulder and Loveland Projects,. This included analysis and review of initial ramp locations ultimately vetted by the project team to four acquisitions recommended for the project.

NON-HDR EXPERIENCE**CDOT, Right of Way Acquisition SH 40 and CR 129, *Steamboat Springs, CO***

Project consisted of a new traffic signal at US 40 and Elk River Road, the addition of auxiliary lanes, a dual left turn lane from southbound Elk River Road to eastbound US 40, improved pedestrian facilities, improved drainage facilities, and a full asphalt overlay. Project impacted 11 private ownerships. Completed project plan and title review, cost estimates, schedules, inspections, appraisal coordination, notice of interests, preparation and presentation of initial offers, negotiated agreements and completed closings as needed.



Lisa Gerondale

Acquisition/Relocation Manager

Lisa works all aspects of ROW acquisition, relocation and management for transportation and utility projects, including scoping, planning, scheduling, budgeting, land owner negotiations, title review, value findings, document preparation, and closing services. She specializes in managing the ROW process for alternative delivery projects including coordination with survey for timely delivery of ROW plans, coordination with consultant resources for appraisal and negotiation services, and working with clients to solve complex ROW problems with creative and pragmatic solutions. She understands acquiring property in accordance with the URA, including appraisal, negotiation, and relocation requirements. Lisa has successfully managed the acquisition of ROW for transportation projects from rural projects with complicated impacts to irrigation facilities and farm operations, to high-profile urban projects impacting access, and real property improvements.

EDUCATION

Bachelor of Arts, Political Science/Government, Eckerd College, 2002

INDUSTRY TENURE

12 years

HDR TENURE

4 year

OFFICE LOCATION

Denver, CO

RELEVANT EXPERIENCE

CDOT, US 160 and 550 Design Build Project

Managed the Right of Way process for this \$96M design-build project. Worked with the project design team to advance the right of way process, identify risks related to right of way acquisition and relocation and propose solutions to mitigate risk. Also lead negotiations for complex acquisition negotiations and proposed creative solutions to achieve consensual agreements. Participated in efforts to draft the ROW section for the design-build RFP, assisted CDOT with developing delivery dates to the contractor for on-going negotiations and worked with project team to develop Right of Way status tracking tools.

CDOT, US 34 Big Thompson Canyon CM/GC Project

Co-managed the ROW process including management of consultant ROW resources, coordination with CDOT and the construction contractor to develop a realistic schedule for delivery of ROW, and project tracking to ensure timely delivery of ROW consistent with the developed schedule. Attended public meetings to explain the ROW process and attended preliminary meetings with landowners to early identify landowner concerns to take into consideration during the design process. Worked closely with the design team, construction contractor and CDOT to analyze potential impacts to adjacent properties, identify risk with the associated impacts and to meet with landowners in the corridor in an effort to early identify and propose solutions for complex issues.

US 85 PEL, Douglas County, Highlands Ranch, CO

The HDR ROW Team provided strategic ROW consulting, working with the environmental, design, utilities and public involvement team to identify and obtain approval for a preferred alternative widening Santa Fe in this segment, that includes two new continuous flow intersections. HDR's team developed ROW estimates and schedules. Lisa participated in targeted ROW meetings to discuss impacts and explain the ROW process to landowners with unique concerns.

CDOT HQ, SH 550 Right of Way (ROW) Acquisition, Durango, CO

This project is a proposed widening of US 550 from Kirby Lane to CR 214 from a two- to four-lane highway. Lisa assisted with the project management and acquisition

efforts, which include complex partial acquisitions requiring modification of above ground irrigation sprinkler systems and relocation of irrigation ditches and pipes. This project required acquisitions from 34 ownerships including 13 waiver valuations and 23 complex personal property relocations in compliance with the Uniform Act and Chapters 4 and 5 of the CDOT Right of Way Manual.

State Highway 2 Widening and Roadway Improvements for New Recreation Center at Second Creek, *City of Commerce City, CO*

HDR's ROW Team provided strategic ROW consulting, working with the design, utilities and public involvement team to identify the selected alternative for this project that will improve a seven-mile segment of Highway 2, adding travel lanes, a bicycle pedestrian trail and other amenities, and companion project that will make roadway improvements associated with a new Recreation Center. HDR's team acquired the ROW for the projects, both of which are under construction. ROW acquisition for the project included a complex donation from a developer. Lisa completed a complex business relocation required for the project. HDR's innovative use of waiver valuations saved time and money for this project.

North I-25 (120th Ave. to SH 7), *Northglenn/Thornton/Westminster, CO*

HDR and Lisa Gerondale assisted with the acquisition for CDOT's North I-25 project north of 120th Ave. HDR acquired parcels from 23 owners and is currently completing 16 personal property relocations. This project includes acquisition from residential, business and local agency landowners. Lisa's ability to coordinate effectively with two additional consultant acquisition firms proved valuable for this very important project.



Carlos (CJ) Pietri, RWA

Acquisition/Relocation

CJ is a Real Estate Services Agent who specializes in landowner negotiation, preparation of waiver valuations, property closings, personal property relocation, quality assurance and quality control, and title review. CJ has timely and effectively negotiated acquisitions, and completed personal property relocations, from many different persons and entities in both rural and urban settings. Prior to joining HDR, CJ successfully negotiated surface use and access agreements for a variety of oil and gas projects with complicated impacts to farm operations, urban development, and wildlife.

EDUCATION

Bachelor of Arts in Business Administration, Professional Land and Resource Management Emphasis, Western State College, Colorado, 2009

PROFESSIONAL MEMBERSHIPS

International Right of Way Assn.

INDUSTRY TENURE

10 years

HDR TENURE

4 years

OFFICE LOCATION

Denver, CO

RELEVANT EXPERIENCE

US 85 C-470 to Highlands Ranch Pkwy, Highlands Ranch/Littleton, CO

The project will expand US 85 to six lanes between Highlands Ranch Parkway and C-470, installation of continuous flow intersections at Highlands Ranch Parkway and Town Center Drive including a grade separated crossing for the High Line Canal Trail and various roadway, trail and sidewalk improvements. CJ successfully negotiated with 18 property owners to acquire property for the project, including property interest from multiple larger corporations.

CDOT Region 5, US 160 Passing Lanes (North of Towaoc), Cortez, CO

HDR was chosen to acquire right of way from 11 owners for the construction of passing lanes on US 160 between Towaoc and Cortez. CJ successfully negotiated the necessary acquisitions from all owners. In addition, CJ reviewed the title commitments and completed one personal property relocation.

SH 2 Widening and Roadway Improvements for New Recreation Center at Second Creek, City of Commerce City, CO

As part of the Highway 2 Corridor project, a 7 mile-long enhanced multi-modal facility was designed that included a combination of shared use path along with enhanced on street bicycle facilities as the facility transitions through five distinct land use areas. CJ reviewed all of the title work for the project, prepared waiver valuations, and completed negotiations with 13 owners for parcels needed for the project, including a complex acquisition of property interests previously owned by the Rocky Mountain Arsenal, which included challenging environmental contamination considerations. CJ performed extensive quality assurance and quality control for this project.

North I-25 (120th Ave. to SH 7), Northglenn/Thornton/Westminster, CO

HDR assisted with the acquisition for CDOT's North I-25 project north of 120th Ave. HDR has acquired parcels from 23 owners and is currently completing 16 personal property relocations. This project includes acquisition from residential, business and local agency landowners.

Minturn, US 24 Main Street Pedestrian Project, Right of Way Acquisition, Minturn, CO

This project includes sidewalks and drainage improvements along Minturn's Main Street to improve safety and drainage in the area. The project originally consisted of 44 parcels from 38 ownerships, primarily temporary easements for sidewalk construction and driveway grading. Tasks include inspections, preparation and review of waiver valuation, coordination with CDOT oversight, project tracking, reporting,

planning and status meetings and acquisition and acquisition oversight. Right of Way is on track to support the proposed advertisement and construction dates.

Quebec St., 13th Ave to 26th Ave Proposed Right of Way, *Denver, CO*

CJ participated in HDR's preparation of a report analyzing four different Right of Way impact scenarios to estimate the cost of Right of Way acquisition for future potential road construction on Quebec Street. The report was used to determine the feasibility and potential costs for future Right of Way acquisitions.

Colfax Curb Ramp Project (Clarkson St. to Colorado Blvd.), *Denver, CO*

HDR acquired 30 temporary easements from 25 ownerships for the construction of curb ramps in compliance with the Americans with Disabilities Act. The project utilized the use of an incentive program to meet the project's schedule. CJ prepared waiver valuations and worked with 13 owners to timely acquire 14 temporary easements to meet an aggressive construction schedule.



Erin Begier, SR/WA

Acquisition & QA/QC

With 20 years of experience in land rights acquisition services, Erin is a Senior Real Estate Specialist at HDR. She specializes in right of entry (ROE) and right of way (ROW) related tasks with a focus on public information campaigns and project outreach involving stakeholders and the public. Erin's strong people skills and ability to develop positive and productive landowner relations help her maintain a pivotal role in bridging the gap between important project field contacts and the requisite data collection as associated with a successful public information and outreach campaign. She also has extensive real estate training and certification/licensure, and she has authored user manuals, best practices, and workflow instructions utilized by HDR's ROW team. Erin has participated in State Highway ROW experience including acquisition, relocation and title/escrow work under the Uniform Act including value findings, property management, and project management.

EDUCATION

Bachelor of Business Admin, Business Administration/Mgmt., University of Phoenix, Arizona (UPOX-AZ), 2002

Certificate, Elementary Teacher Education, University of Phoenix, Arizona (UPOX-AZ), 2003

Associate of Business Admin, Business Administration/Mgmt., Columbia College, California, 2000

REGISTRATIONS

MS Cert App Specialist
Master

PROFESSIONAL MEMBERSHIPS

International Right of Way Association (IRWA)

INDUSTRY TENURE

20 years

HDR TENURE

12 Years

OFFICE LOCATION

Denver, CO

RELEVANT EXPERIENCE

North I-25 (120th Ave. to SH 7), Northglenn/Thornton/Westminster, CO

HDR assisted with the acquisition for CDOT's North I-25 project north of 120th Ave. HDR has acquired parcels from 23 owners and is currently completing 16 personal property relocations. This project includes acquisition from residential, business and local agency landowners.

Tri-State Generation and Transmission, South Weld Expansion Project (115kV and 230kV), Weld County, CO

This multi-year project which will extend critical Tri-State G&T infrastructure into areas requiring load increases due to extensive oil and gas development in the Niobrara Basin of Colorado. As an experienced ROW field agent, Erin provided a full complement of ROW services, database and document creation and maintenance along with current status reports and GIS mapping for the 6 segments containing 200+ landowners. These acquisition programs were advanced on a statutory basis, and included a full regiment of QA/QC for title, appraisal, and survey deliverables.

City of Westminster, Little Dry Creek Interceptor, Westminster, CO

Erin is a critical component of the City of Westminster Little Dry Creek Interceptor project team. Working under both voluntary and statutory acquisition programs, Erin has successfully negotiated early ROE and both permanent and temporary land rights needed in support of the project. This project crosses both urban and rural settings, and has involved restoration and damage settlement strategies for commercial, industrial, and agricultural operations.

Denver Water North System Renewal Project, Denver, CO

For the Denver Water North System Renewal project, Erin functioned in two key roles for the project team. In addition to advancing daily outreach and land rights tasks associated with the construction of a new, 84" water pipeline, Erin also coordinated the evaluation of extensive landowner and property data. This data was used in large

part towards development of customized land restoration and damage settlement plans. Erin also negotiated new permanent and temporary easement acquisitions necessary to support the project.

Tri-State Generation and Transmission, JM Shafer Raw Water Pipeline Project

Acquisition of permanent and temporary easements for 14,000 L.F of 20" diameter raw water pipeline to deliver water to Tri-State's JM Shafer generation plant in Fort Lupton. HDR Siting and Land Rights efforts included land ownership and title research, securing Right of Entry, preparation of easement and offer documents, coordination of survey exhibit preparation, acquisition negotiations with landowners, and coordination of restoration and damages settlements. Efforts also included coordination of agreements with numerous oil and gas developers for crossings of their facilities.

United Power, 65kV Conversion, Hudson Feeder, and Silicon Solar Transmission Project

United Power's multi-year 65kV Conversion project grew and extended into the additional projects of Hudson Feeder and the Silicon Solar Ranch projects, which expanded the redundancy of their system across Weld County from 5 miles to 20 miles. Erin was responsible for good faith negotiations, document and exhibit preparation, along with coordination of post construction restoration and damage settlements.

Midwest Energy Seguin-Pheasant Run 115kV Transmission Project

Erin was a key ROW team member responsible for advancing statutory acquisition activities required in support of the construction of Midwest's new 115kV transmission line facilities. The Seguin-Pheasant Run 115kV project extends across two County jurisdictions and is 35 miles in length. On a daily basis, Erin was responsible for title vesting, valuation determinations, document and exhibit preparation, good faith negotiations, and coordination of restoration and damage settlements.



Claudia Lopez, RWA

Acquisition

Claudia Lopez is a Real Estate Services Agent who specializes in landowner negotiation, property closings, and personal property relocation. While at HDR, Claudia has successfully negotiated for right of way acquisition, coordinated personal property inspections with landowners, and completed waiver valuations for several projects.

EDUCATION

Bachelor of Arts in Foreign Languages and Literature with minors in French and Portuguese, University of Havana, Cuba, 2009

PROFESSIONAL MEMBERSHIPS

International Right of Way Association

Notary Public- State of Colorado

INDUSTRY TENURE

9 years

HDR TENURE

4 years

LANGUAGES

Spanish, French, Portuguese

OFFICE LOCATION

Denver, CO

RELEVANT EXPERIENCE

US-85 C470 to Highlands Ranch Pkwy - ROW Acquisition, Highlands Ranch/Littleton, CO

The project will expand US 85 to six lanes between Highlands Ranch Parkway and C-470, installation of continuous flow intersections at Highlands Ranch Parkway and Town Center Drive including a grade separated crossing for the High Line Canal Trail and various roadway, trail and sidewalk improvements. Tasks included project tracking, reporting, planning and status meetings, and acquisition and acquisition oversight. Right of Way is on schedule to meet the proposed advertisement and construction schedule dates.

SH 2 Widening and Roadway Improvements for New Recreation Center at Second Creek, City of Commerce City, CO

HDR's ROW Team provided strategic ROW consulting, working with the design, utilities and public involvement team to identify the selected alternative for this project that will improve a seven-mile segment of Highway 2, adding travel lanes, a bicycle pedestrian trail and other amenities, and companion project that will make roadway improvements associated with a new Recreation Center. HDR's team acquired the ROW of the projects, both of which are under construction. ROW acquisition for the project included a complex donation from a developer. HDR's innovative use of waiver valuations saved time and money for this project.

CDOT R4, ROW Sterling "S" Curve Project, Sterling, CO

CDOT Region 4 required acquisition services for 17 partial acquisitions from 16 ownerships for a project to optimize traffic operations and enhance safety along several streets, highways, and intersections within downtown Sterling. HDR was responsible for the acquisition and closing services for this project. An acquisition incentive program was approved and implemented for this project, allowing better negotiations with the landowners. Claudia was responsible for sending offer letters and follow up communication with landowners as part of the negotiation acquisition of all the parcels needed for the project. She successfully closed all of the acquisitions in record time, obtaining great recognition from our client.

Minturn, US 24 Main Street Pedestrian Project, ROW Acquisition, Minturn, CO

This project includes sidewalks and drainage improvements along Minturn's Main Street to improve safety and drainage in the area. The project originally consisted of 44 parcels from 38 ownerships, primarily temporary easements for sidewalk construction and driveway grading. Tasks include inspections, preparation and review of waiver valuation, coordination with CDOT oversight, project tracking, reporting,

planning and status meetings and acquisition and acquisition oversight. Right-of-way is on track to support the proposed advertisement and construction dates.

Colfax Curb Ramp Project (Clarkson St. to Colorado Blvd.), *Denver, CO*

HDR was chosen to acquire 30 temporary easements from 25 ownerships for the construction of curb ramps in compliance with the Americans with Disabilities Act. The project used an incentive program to meet the project's schedule. Claudia worked with 10 owners to acquire 13 temporary easements and completed 13 waiver valuations as a part of this project.

Arvada Carr Street Right of Way Arvada, *City of Arvada, CO*

HDR provided right-of-way services for five (5) properties along the west side of Carr Street for the City of Arvada for the City's project of curb, gutter and sidewalk construction. Claudia worked with all five owners and completed the acquisitions in a timely fashion.

CDOT HQ, US 550 (Kirby Lane to CR 214) Right of Way, *Durango, CO*

This project widens US 550 from Kirby Lane to CR 214 from two to four lanes. Claudia was responsible for sending offer letters and follow up communication with landowners as part of the negotiation acquisition of numerous significant parcels needed for the project.



Amy Borders, RWA

Acquisition & QA/QC

EDUCATION

Bachelor Science, Business Administration/Management, Colorado Technical University

IRWA Course 100 Principles of Land Acquisition
IRWA Course 103 Ethics and the Right of Way Profession
IRWA Course 105 The Uniform Act Executive Summary

PROFESSIONAL MEMBERSHIPS

International Right of Way Association (IRWA)—Right of Way Agent (RWA)

INDUSTRY TENURE

13 years

HDR TENURE

5 years

OFFICE LOCATION

Denver, CO

Amy Borders has over 11 years of land rights experience, much of which was supporting the land acquisition program for the Southern Delivery System project for Colorado Springs Utilities. This \$1.4 billion project governed by the Uniform Act included title research, environmental assessments, appraisal, land rights acquisitions, and construction oversight for a 62-mile water pipeline. Amy was responsible for coordinating closings with title companies, property owners and lenders for over 268 parcels involved in 2 counties on this very politically sensitive project. She excels in project coordination and organization, including title research, coordinating access with property owners, providing property owner and internal land acquisition updates, and coordinating with oversight in order to confirm that construction terms were met by field crews supporting the project. Amy worked directly with title companies, appraisers, surveyors, auditors, attorneys and environmental engineers to coordinate their services.

RELEVANT EXPERIENCE

City of Colorado Springs, Platte Avenue over Sand Creek, Colorado City, CO

This project involves the design of a replacement structure for E. Platte Avenue over Sand Creek in Colorado Springs, CO. Acting as the prime consultant for the City, HDR is performing all project management and environmental permitting work and is doing both preliminary and final design for roadway, bridge and traffic. HDR's sub consultants are performing drainage and creek hydraulic design, geotechnical investigations, surveying and right-of way acquisition. The project includes improvements to the Sand Creek channel; grading work along the east creek bank and below the bridge for the proposed extension of the Regional Trail; replacement of the existing twin bridges with a single 200-foot long, 3-span prestressed concrete girder bridge; reconstruction of portions of the approach roadway to accommodate new shoulders, sidewalks and through lanes across the bridge and signalization of the intersection at Space Center Drive. Amy has provided assistant project manager duties and will be the lead negotiator for all acquisitions.

Colorado Blvd. Reconstruction, Phase III, City of Idaho Springs, CO

This project includes waterline, sanitary sewer and storm sewer reconstruction, bridge reconstruction, retaining wall construction and asphalt paving. The project will also construct curb, gutter and sidewalk through the corridor. Amy is in charge of requesting Temporary Work Permits from the owners of approximately 70 parcels along the corridor. Responsibilities include speaking with property owners about their specific concerns, working with the project team to resolve any owner concerns, revising permits to specific property owner needs, tracking property owner information and weekly reports to the project team.

US 550 Highway Improvement, CDOT Region 5, Durango, Colorado

This project is a Highway improvement project including the expansion from a two-lane highway to a four-lane highway, along a 12-mile stretch of US 550. Ms. Borders has supported the full spectrum of land rights tasking which includes attending and keeping meeting minutes at internal and external project meetings, speaking with property owners about easement acquisitions and general project concerns and

working with the project team to resolve any property owner concerns. Amy is also charged with tracking and reporting land acquisition progress.

Ralston Creek Flood Risk Management Study, US Corp of Engineers, *City of Arvada*

The US Corp of Engineers and City of Arvada are undertaking a Flood Risk Management Study along the highly urbanized sections of Ralston Creek within the City of Arvada. HDR's Land Rights and ROW team's work on the project includes coordinating ROE, researching property rights and vesting, developing a Preliminary Real Estate Plan with mapping, and developing a detailed recommended Real Estate Plan which considers and includes appraisal and acquisition cost estimates, relocation requirements and associated costs, and detailed mapping.

Intermountain Rural Electric Association (IREA), Various System Upgrade and Expansion Projects - *Adams, Arapahoe, Douglas, Jefferson, Clear Creek, Teller Counties, CO*

HDR's Siting and Land Rights team is supporting IREA's 2016 and 2017 system expansion program projects within IREA's service territory, which spans several Front Range counties. Multiple system upgrade and expansion projects include both overhead and underground distribution facilities. HDR's SLR team is providing a full spectrum of land rights services including title and valuation determinations; GIS mapping and project tracking reports; landowner outreach, Right of Entry and Right of Way acquisitions; County, State and Federal Agency coordination and permitting.

NAVFAC Southeast, Cadastral Modernization Program (CMP) Sustainment Phase, *Nationwide*

This project includes verifying and updating Navy databases, creating Real Estate Summary Maps & Standard Operating Procedures for the purpose of tracking and documenting the Navy's land assets. Amy is In charge of title research for multiple Navy installations. Coordinates a team of Analysts to conduct legal document analysis, and update Navy data systems. Works in a team environment on database management, creating best practices and procedures.

Summary of Experience and Qualifications – Bonnie D. Roerig, MAI, AI-GRS

1. Memberships:

Appraisal Institute:

Designated MAI in November 1981; awarded Practicing Life Designated Membership status–2013
Designated AI-GRS (General Review Specialist) in March 2014
Executive Committee, 1995–1996
Board of Directors, 1995–1996
Finance Committee, 1995
National Planning Committee, 1994–1995
General Appraiser Board, 1992–1996; Vice-Chair 1994; Chair 1995 and 1996
Regional Member — Ethics Administration Division, Region II, 1992–1995
Assistant Regional Member – Ethics Administration Division, Region II, 1988–1992
General Demonstration Reports Subcommittee, Chair 2000–2002; Vice-Chair, 1999, Member 2003–04
Demonstration Appraisal Grading Panel – 2005–2020
General Admissions Committee, 2000–2002
Non-Residential Demonstration Reports Subcommittee — 1985–1990; Co-Vice Chair, 1987–1990
Board of Examiners — Appraisal Reports, 1987–1990
Instructor Subcommittee, 1998–1999
Qualifying Education Committee, 1999–2002; Vice-Chair, 1999
Appraisal Journal Editorial Subcommittee, 1999–2001; Chair and Editor-in-Chief, 2002–2003
Educational Publications Committee, 2002–2003
Region Finance Officer, Region II – 2005–2020
Member, Leadership Development and Nominating Committee, 2007
Chair, Appraisal Standards Committee, 2008–2011
Member, Strategic Planning Committee, 2008–2009
2009 Recipient, President's Award (for lifetime achievement)

Colorado Chapter of the Appraisal Institute:

Recipient of Distinguished Service Award, December 1996
President, 1990
Vice-President – President-Elect, 1989
Secretary-Treasurer, 1988
Board of Directors, 1985–1991
Co-Chairman, Admissions Committee, 1983–1984

International Right-of-Way Association, Mile Hi Chapter 6

Education Committee, 2002–2006
Recipient of Helen C. Peck/Frances Reisbeck Memorial Award, March 2005
Treasurer, 2007
Recipient of the Vic Ramer Memorial Right of Way Professional of the Year Award – 2007
Secretary, 2008
Vice-President, 2009
President, 2010–2011
International Director, 2011–2012
Region 9 representative to Valuation Committee 2010–2020
Vice Chair, Valuation Community of Practice, 2013–2014
Chair, Valuation Community of Practice, 2015–2016; Member 2016-2020

Educational Council of Appraisal Foundation Sponsors

Examination Committee, 2004–2009

2. Business Affiliations:

Owner, Bonnie Roerig & Associates, Real Estate Analysts and Value Consultants, since January 1988.
Incorporated Bonnie Roerig & Associates, LLC in February 2003.
Member, National Federation of Independent Business (NFIB)
Full Partner, Baughar-Roerig & Associates, August 1982 through December 1987.
Full-time real estate appraisal work since 1970, Denver-Boulder area and throughout Colorado.

3. Experience:

- a) Appraisals throughout metropolitan Denver and in various locations in Colorado since 1970.
- b) Extensive commercial, industrial, office, and vacant land appraisal experience.
- c) Valuation studies and appraisals in conjunction with eminent domain proceedings since 1974.
- e) Qualified as expert witness in various District and County Courts and Federal Tax Court.
- f) Appraisal review.
- g) Litigation consultation.
- h) Instructor, Appraisal Institute, USPAP, BPE, Review Theory—General and Review Theory— Case Studies; Capstone
- i) Instructor and course developer, general demonstration report writing seminar, Appraisal Institute
- j) Subject Matter Expert, Appraiser Qualifications Board, Appraisal Foundation
- k) AQB Certified USPAP Instructor (No. 44729), 2003–January 31, 2021
- l) Contract investigator for Colorado Board of Real Estate Appraisers, 2007 and 2011
- m) Arbitrator, real estate assessments, Boulder County, Douglas County and Jefferson County
- n) Hearing Officer, Board of Equalization, Douglas and Boulder Counties
- o) Approved appraiser/review appraiser, Colorado Department of Transportation
- p) Federal review appraiser (“Yellow Book”), Regional Transportation District, Roaring Fork Transportation Authority
- q) Member, development team Appraisal Institute General Review Designation courses
- r) Appointed Member, Colorado Board of Real Estate Appraisers, 2017-2020, Chair 2019-2020

4. Education:

- a) Bachelor of Arts in Speech Arts, 1968
- b) Master of Arts Degree in Communication Arts, 1971
- c) Appraisal Institute/American Institute of Real Estate Appraisers:
 - Course I–A, Basic Appraisal Principles – Methods and Techniques
 - Course I–B, Capitalization – Theory and Techniques
 - Course 520, Highest & Best Use and Market Analysis
 - Course 530, Advanced Sales Comparison and Cost Approaches
 - Course 540, Report Writing and Valuation Analysis
 - Course 705, Litigation Appraising, Specialized Topics and Applications
 - Course IV, Condemnation
 - Course VI, Investment Analysis
 - Uniform Appraisal Standards for Federal Land Acquisitions (“Yellow Book”) Seminar
 - Appraisal Curriculum Overview, 2008
 - Litigation Appraising: Specialized Topics and Applications, 2010
 - The Appraiser as an Expert Witness: Preparation & Testimony, 2010
- d) Continuing education requirements of the Appraisal Institute have been met.
- e) Colorado State General Certified Appraiser, No. CG1313395, continuing education current
- f) Concepts and Principles of USPAP, An Instructor’s Application, The Appraisal Foundation, 2003
- g) Appraising Conservation Easements and Case Studies, ASFMRA, 2005
- h) Integrating Appraisal Standards, IRWA, 2005
- i) Spreadsheet Modeling, Appraisal Institute 2011
- j) Valuation of Environmentally Contaminated Real Estate, IRWA, 2012
- k) Review Theory—General, 2013
- l) Review Case Studies—General, 2014
- m) Uniform Appraisal Standards for Federal Land Acquisitions: Practical Applications (successful instructor audit, 2017)
- n) The Valuation of Partial Acquisitions, Course 421, IRWA, December 2019
- o) Problems in the Valuation of Partial Acquisitions, Course 431, IRWA, December 2019

5. Appraisal, Consulting, and Appraisal Review Clients:

Adams County	Federal Deposit Insurance Corporation
Apple, Inc.	Gelman & Norberg, LLC
Arapahoe County	GSA – Public Building Services
CDH Associates, LLC	Guaranty Bank and Trust Co.
City of Aurora	Hall and Evans, LLC
City of Arvada	Horan & McConaty Family Funeral Services
City of Black Hawk	IBM
City of Boulder	Internal Revenue Service
City & County of Denver	Jefferson County
City of Colorado Springs	KWAL Paints, Inc.
City of Estes Park	Montegra Capital Resources, Ltd.
City of Englewood	Mountain States Bank
City of Fort Collins	Parker Water & Sanitation District
City of Lakewood	Pioneer Centres
City of Littleton	Regional Transportation District
City of Steamboat Springs	Southeast Corridor (T-Rex)
City of Westminster	Steele Street Bank & Trust
City of Wheat Ridge	U.S. Postal Service
Colorado Department of Transportation	Upland Industries Corporation
ConocoPhillips	Urban Drainage and Flood Control
Denver Public Schools	Vectra Bank Colorado, N.A.
Denver Water Board	Various Private Clients
E-470 Public Highway Authority	Xcel Energy
Englewood Downtown Development Authority	

Summary of Experience and Qualifications – Sharon Rahn

1. Memberships:

Appraisal Institute: Practicing Affiliate

2. Business Affiliations:

- a) Associate Appraiser, Bonnie Roerig & Associates, LLC, September 1994 to present.
- b) Fee Appraiser, Majestic Appraisal Services, Inc. – Denver, Colorado, 1989 – 1994
- c) Fee Appraiser for numerous lending institutions and private property owners in metropolitan Denver and Boulder, 1987 – 1989
- d) Staff Appraiser, Empire Savings & Loan, Denver, Colorado, 1985–1987

3. Education:

- a) Honor Graduate of Arapahoe High School, Littleton, Colorado
- b) Red Rocks Community College, Golden, Colorado
Land and Legal Aspects
- c) Institute of Financial Education:
Residential Appraising
- d) Society of Real Estate Appraisers Courses:
Course 101
Course 102
- e) Appraisal Institute Courses:
Standards of Professional Practice, Part A, Part B
Basic Income Capitalization Course 310
Advanced Income Capitalization Course 510
Highest and Best Use and Market Analysis Course 520
Appraising Historic Preservation Easements
Business Practices and Ethics
7–Hour National USPAP Course
- f) Appraisal Institute Seminar Classes
Green Buildings/Leeds
Legal or Illegal – Drugs and Issues Affecting Real Property
Oil, Gas & Fracking in Colorado and Property Values
Valuation Challenges Appraising Properties in Resort & Mountain Communities
Developer’s Perspective – Building Units for Rent vs. Units for Sale Dilemma
- g) University of Colorado – Boulder, Colorado
Income Capitalization
Commercial Case Studies
- h) American Society of Farm Managers and Rural Appraisers
Appraising Conservation Easements & Case Studies
- i) IRWA
Course 431 – Problems in the valuation of partial acquisitions
- j) Colorado State General Certified Appraiser, No. CG1313801, continuing education current

4. Experience:

Extensive single–family and multi–family residential experience, background, education and expertise gained throughout my career. In the 25 years I have been affiliated with Bonnie Roerig & Associates, LLC, I have gained significant experience with income–producing real property as well as with appraisal of all types of real estate for eminent domain and other litigation–related purposes.

JOHN P. NISLEY, MAI, R/W-AC
 REAL ESTATE APPRAISER & CONSULTANT
 2764 COMPASS DRIVE - POST OFFICE BOX 446
 GRAND JUNCTION, COLORADO 81502-0446
 PHONE (970) 242-8076 - FAX (970) 245-8155



QUALIFICATIONS

MEMBERSHIPS AND LICENSES:

Appraisal Institute – MAI Designation
 State of Colorado Certified General Appraiser – License #100052651
 International Right of Way Association- R/W-AC

EDUCATION/ AFFILIATION:

Colorado State University

Bachelor of Science in Business Administration,
 2009 - Concentration: Real Estate

Appraisal Institute

Region II Representative- 2019- present
 Education Committee Member- 2018- present
 Candidate Guidance Committee Chair
 Leadership Development and Advisory Council- 2018
 Recent Education:

Courses	Year	Courses	Year
7-Hour National USPAP Update Course	2019	Business Practices and Ethics	2017
Opportunity Zones	2019	7-Hour National USPAP Update Course	2017
Appraisers Spreading Their Wings	2019	Valuing Fractional Interests	2017
Mountains & Valleys Valuations	2019	Colorado Property Taxes	2017
Going Concern Concerns	2019	Trends in Health Care Real Estate	2017
The Valuation of Solar Photovoltaic Systems	2018	Retail 2020	2017
Hot Topics & Myths in Appraiser Law	2018	CDOT Reports	2017
Reviewer/ Regulator Perspectives	2018	Update from the Division of Real Estate	2017
Colorado Economic and Development Update	2018	Real Estate Valuation Policy Update	2017

International Right of Way Association

Courses	Year
The Valuation of Partial Acquisitions	2019
Problems in the Valuation of Partial Acquisitions	2019
Standards of Practice for the Right of way Professional	2019

BACKGROUND AND EXPERIENCE:

Staff Appraiser/ Officer - Nisley & Associates, Inc., 2008-Present

PROPERTY TYPES APPRAISED:

Residential Subdivisions	Vacant Land
Commercial - Office and Retail	Special Use Properties
Industrial Properties	Medical offices
Farms, Ranches	Multi Family

PURPOSE OF APPRAISALS:

- Sales
- Mortgage
- Tax and Estate Planning
- Development
- Litigation Support
- Eminent Domain
- Business Acquisition/ Disposition

AREAS WORKED IN: (Colorado Counties)

Mesa County	Montrose County	Garfield County
Ouray County	Delta County	Rio Blanco County

PARTIAL LIST OF CLIENTS:

Alpine Bank	Grand Valley Bank	Family Health West
Bank of the San Juans	St. Mary's Hospital	Home Loan State Bank
Numerous Private Individuals and Companies		

QUALIFICATIONS OF KEVIN A SAWYER

743 Horizon Court, Suite 372, Grand Junction, CO 81506
Office: (970)243-0250 Fax: (970)243-1721 orders@bbgj.com

PROFESSION:

Real Estate Appraiser and Consultant
Colorado Certified General Appraiser
License #: CG40029775
Expiration 12-31-20

EDUCATION:

Bachelor of Biological Science, Mesa State College, Grand Junction, Colorado

Appraisal Principles, Appraisal Institute, 2002
Appraisal Procedures, Appraisal Institute, 2002
Standards of Professional Practice, Part A (USPAP), Appraisal Institute, 2002
Licensed Appraisal Course, American Real Estate College, 2003
Basic Income Capitalization, Appraisal Institute, 2005
Advanced Sales Comparisons and Cost Approaches, Appraisal Institute, 2006
Highest and Best Use and Market Analysis, Appraisal Institute, 2007
Report Writing & Valuation Analysis, Appraisal Institute, 2007
Advance Applications, Appraisal Institute, 2007
Advanced Income Capitalization, Appraisal Institute, 2008
Business Practices and Ethics, Appraisal Institute, 2008
UASFLA (The Yellow Book) ASFMRA, 2011
RE Finance Statistics and Valuation Modeling, Appraisal Institute, 2013
Solving Land Valuation Puzzles, 2018
Complex Litigation Appraisal and Case Studies, 2018
Advanced Land Valuation: Sound Solutions to Perplexing Problems, 2018

Seminars Completed:

7-hour National USPAP Update Course, 2004, 2006, 2008, 2010, 2012, 2014, 2016, 2018, 2019
Does My Report Comply With USPAP, 2004
Appraising Factory-Built Housing, 2004
Marijuana and Relocation Issues, 2014
Regulatory Takings and Colorado Emerging Marijuana Industry, 2014
The Real Estate Valuation Side of Marijuana, 2014
General Demonstration Report Writing, 2016
Annual Demography Summit, 2016
Solar Power Property Valuation, 2016
FHA Standards, 2016
Support and Prove Your Adjustments, 2016
36th Annual State Demography Summit, 2018

APPRAISAL EXPERIENCE:

B&B Appraisal, Inc., Grand Junction, Colorado 03-05 to Present
Appraisal Resources, Grand Junction, Colorado 09-02 to 03-05

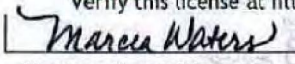

Appraising Commercial and Residential properties including Single and Multifamily
Small Residential Income, Subdivisions, Commercial Offices, Warehouses,
Hotels/Motel, RV and Manufactured Home Developments, Multi-Tenant Office & Retail
and Vacant Land.

EXPERT WITNESS:

Qualified as an expert witness in Mesa County District Court, Garfield County District Court, and the U.S. Bankruptcy Court for the District of Colorado.

WESTERN COLORADO CITIES I HAVE WORKED IN:

Grand Junction	Palisade	Clifton	Fruita	Loma
Whitewater	Glade Park	Mesa	Collbran/Molina	Mack
Parachute	Battlement Mesa	Rifle	Rulison	New Castle
Silt	Delta	Cedaredge	Hotchkiss	Paonia
Crawford	Montrose	Olathe	Rangely	Crested Butte
Gateway	DeBeque	Glenwood Springs	Carbondale	Telluride
				Ridgway

Colorado Department of Regulatory Agencies Division of Real Estate Kevin A Sawyer Certified General Appraiser	
<u>CG40029775</u>	<u>01/01/2019</u>
License Number	Issue Date
<u>Active</u>	<u>12/31/2020</u>
License Status	Expiration
Verify this license at http://dora.colorado.gov/dre	
	
Director: Marcia Waters	Licensee Signature

Kevin A. Sawyer
Certified General Appraiser, State of Colorado
#CG40029775

COURT CASES

- April 2007 – Testified
In the Marriage of Nadeau v. Nadeau (aka Coutel)
Mesa County District Court – Case No. 06 DR 856
- October 2008 - Testified
In the Marriage of Binkley v. Binkley
Mesa County District Court – Case No. 07 DR 120
- October 2009 - Deposition
In the Matter of American National Bank v. Willow Lake, LLC, et al.
Mesa County District Court – Case No. 08 CV 601
- October 2011 – Testified
In the Matter of Parachute Investment Holdings, LLC, et al. v Judith Day, et al
Bryan P. Barnes on behalf of HMC, Ltd. v Hayden C.W. Rader, Stascavage and Morse
Garfield County District Court – Case No. 08 CV 322
- April 17, 2014 – Testified
In the Matter of Alvin E. Hrubes and Sharon D. Hrubes v Bank Midwest, N.A. d/b/a
Community Banks of Colorado
United States Bankruptcy Court for the District of Colorado – Case No. 11-32208-SBB
- December 1, 2017 – Testified
In the Marriage of Ann M. Plemons v Gary William Plemons
Mesa County District Court – Case No. 17DR30090
- May 1, 2018 – Testified
In the Matter of: The Violet Hardrick Revocable Trust, Dated May 17, 2005
Combined Courts, Mesa County, Colorado – Case No, 14PR30087
- August 17, 2019 – Testified
In the Marriage of Carl Tandy Ziegs v Sheila June Ziegs
Mesa County District Court – Case No. 18DR798

QUALIFICATIONS SUMMARY ~ LISA A. ROBERTS, SRA

PROFESSION	Certified General Real Estate Appraiser
FORMAL EDUCATION	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
PROFESSIONAL AFFILIATIONS	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
PROFESSIONAL COURSES	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
STATE LICENSE	Certified General Appraiser, Colorado #CG40014244
TYPES OF APPRAISAL EXPERIENCE	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. Approved appraiser, Colorado Department of Transportation
LOCATIONS OF WORK COMPLETED	Colorado counties: Delta, Eagle, Garfield, Gunnison, LaPlata, Mesa, Montrose, Ouray, Rio Blanco, Routt, and San Miguel

PATRICK PAUL MCMANUS
P.O. BOX 1465
Durango CO, 81302
970 749 3911
pmcdurango@gmail.com

Qualifications

EDUCATION

Durango High School 1987

Fort Lewis College -1993, Bachelor of Arts Degree

Major: Psychology

Minor: Business Administration

Appraisal Education

<i>Program</i>	<i>Date</i>	<i>Hours</i>
The Basics of Expert Witness for Commercial Appraisers – Mckissock	2019	7
Supporting your Adjustments – Mckissock	2019	3
Divorce and Estate Appraisals – Mckissock	2019	4
2018-2019 National USPAP Update Course – Mckissock	2019	7
Eminent Domain and Condemnation – Appraisal Institute	2018	7
FHA Inspection Check List – Mckissock	2017	NA
The FHA Handbook 4000.1 - Mckissock	2017	7
Residential Report Writing: More than Forms - Mckissock	2017	7
Introduction to the Uniform Appraisal Dataset - Mckissock	2016	2
General Appraiser Income Approach - Mckissock	2015	60
General Appraiser Sales Comparison Approach - Mckissock	2015	30
General Appraiser Site Valuation and Cost Approach - Mckissock	2015	30
2016-2017 National USPAP Update Course - Mckissock	2015	7
General Appraiser Market Analysis Highest and Best Use - Mckissock	2014	30
General Report Writing & Case Studies - Mckissock	2014	30
2014-2015 7 National USPAP Update Course - Mckissock	2013	7
Basic Appraisal Procedures – Mckissock	2011	27
Mold, Pollution and the Appraiser – McKissock	2011	2

Appraisal Education - continued

<i>Program</i>	<i>Date</i>	<i>Hours</i>
Environmental Issues for Appraisers – McKissock	2011	5
2010-2011 National USPAP Update Course – McKissock	2010	7
Income Capitalization – McKissock	2008	7
Basic Appraisal Procedure – Appraisal Institute	2007	30
Certified Residential – University of Colorado	2003	24
Commercial Case Study - University of Colorado	1999	16
Registered Appraiser - University of Colorado	1998	40
Income Capitalization - University of Colorado	1998	24
Appraisal Principles & Applications - University of Colorado	1997	32

License

*Certified General Real Estate Appraiser CG 040043741	2015-Present
*Certified Residential Appraiser CR 40043741	2005-2015

Employment Experience

1997-2016	The Appraisal Group
2016	Four Corners Lending Solutions
2017 - Current	PMCAppraisal

Community Service - Volunteer

Durango Recreation 3 rd – 5 th Grade Girls Soccer Coach	2010 - 2014
Meals on Wheels	2010 – 2015

Clients – Partial List

San Juan County (Colorado)	USA Appraisal (AMC)
Colorado Department of Transportation (CDOT)	Bank of Cortez
Bank of Colorado	Wells Fargo Bank
City of Glenwood Springs	

Colorado Department of Regulatory Agencies Division of Real Estate	
Patrick Paul McManus Certified General Appraiser	
<u>CG40043741</u>	<u>11/18/2019</u>
License Number	Issue Date
<u>Active</u>	<u>12/31/2021</u>
License Status	Expiration
Verify this license at http://dora.colorado.gov/dre	
	
Director: Marcia Waters	Licensee Signature

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 and Telluride, Colorado. 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 resort properties, eminent domain, commercial and industrial properties, subdivisions and mountain ranches.

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 and District Courts and in Federal Bankruptcy Court

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
Region 2 representative, General Appraiser Council 2003-2005
National Board of Directors for 2007-2008
Chair, Diversity Committee, 2014-2015

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

STATE OF COLORADO
Department of Regulatory Agencies
Division of Real Estate

Active
Cert Gen Appraiser

PRINTED ON SECURE PAPER

1313432 Number	Jan 1 2013 Issue Date	Dec 31 2015 Expires
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ROBERT OREN STEVENS
GRAND JUNCTION, CO 8150

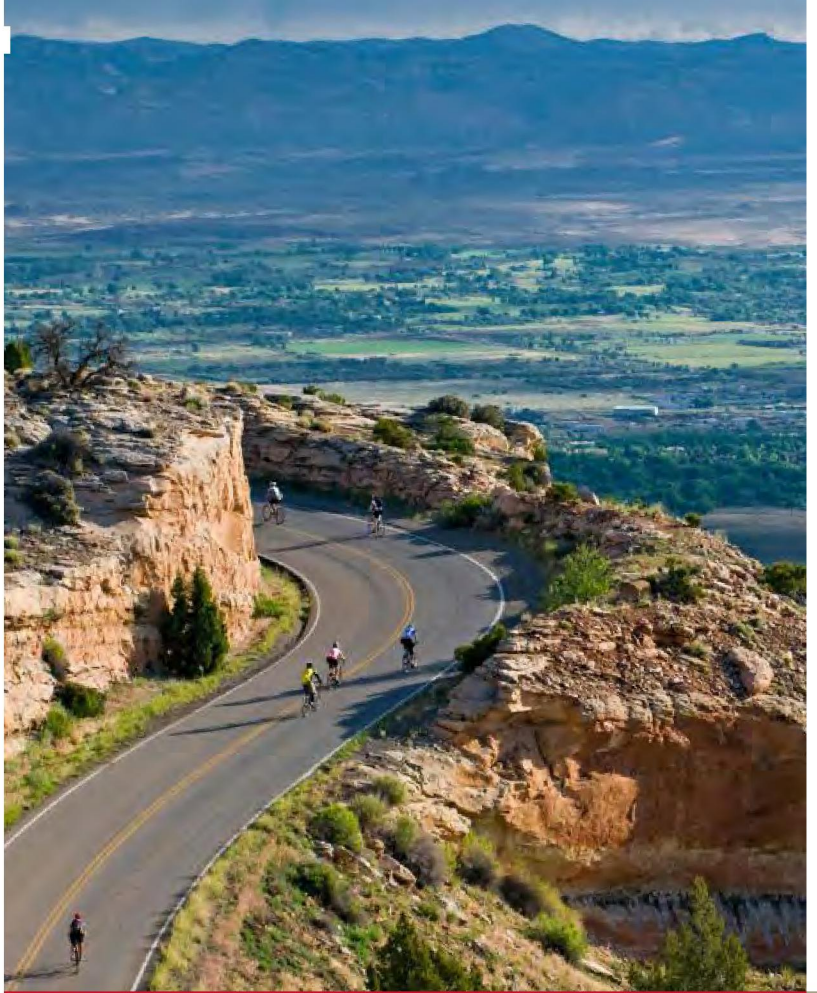
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Marcia Waters

Program Administrator

Robert O Stevens

Licensee Signature



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Denver, CO 80202-4824
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