



LETTER OF INTENT

Date: February 15, 2024
Company: HDR Engineering, Inc.
Project: Contract for Professional Right of Way Acquisition Services RFP-5351-24-KF

Upon thorough review and evaluation of the proposal responses received for the Request for Proposal RFP-5351-24-KF, Professional Right of Way Acquisition Services for the City of Grand Junction, I am pleased to inform you that HDR Engineering, Inc. has been selected as one of the preferred Offerors.

It is the intent of the City of Grand Junction, subject to City Council approval, to award the aforementioned contract to two (2) firms, including HDR Engineering, Inc. under the terms outlined in the RFP documents and your proposal response.

Please be advised that before the award and formal contract signing, the contract must undergo approval by the City of Grand Junction City Council. The anticipated date for City Council approval is February 21, 2024.

Following approval by the City Council, I will promptly provide you with the necessary contract documentation for your signature.

Should you have any questions or require further clarification, please do not hesitate to contact me at 970-244-1513.

The City of Grand Junction looks forward to working together.

Thank you,

A handwritten signature in blue ink, appearing to read "K. Franklin".

Kathleen Franklin
Senior Buyer

cc: Konrad Vallard, Real Estate Manager



CITY OF GRAND JUNCTION, COLORADO

CONTRACT

This CONTRACT was made and entered into this 22nd day of February 2024, 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 Proposals 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 Professional Right of Way Acquisition Services RFP-5351-24-KF.

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, following the Contract Documents.

The Owner reserves the right to make multiple contract awards to firms deemed responsive and responsible for this solicitation process. It is hereby acknowledged that circumstances may arise wherein the Firm may be unable to fulfill specific requests outlined within the Contract Documents. In such instances, the Firm shall promptly inform the Owner of such constraints.

The Owner retains the right to allocate Work to the awarded firms in the best interest of the Owner, considering project specifics, adherence to schedules, completion status of assigned projects, and the capacity and capability of the Firms.

NOW, THEREFORE, in consideration of the compensation to be paid to 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, drawings, 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, drawings, 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. Negotiated Terms and Conditions;
- c. Solicitation Documents for the Project including all Addenda: **Professional Right of Way Acquisition Services RFP-5351-24-KF**;
- d. Firm's Response to the Solicitation;
- e. Service Change Requests (directing changed Services to be performed);
- f. Change Orders;
- g. 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 Documents.

ARTICLE 4

Contract Price and Payment Procedures: The Firm shall accept as full and complete compensation for the performance and completion of all of the Services specified in the Contract Documents, the rate amounts as stated in the Firm's submitted proposal. If this Contract contains unit price pay items, the Contract price shall be adjusted by 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 another written directive of the Owner. The Owner shall not issue an Amendment or other written directive that requires additional Services to be performed, which Services cause the aggregate amount payable under this Contract to exceed the amount appropriated for this Project, unless and until the Owner provides the Firm written assurance that lawful appropriations to cover the costs of the additional work 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 following the Solicitation.

ARTICLE 5

Contract Binding: The Owner and the Firm each bind itself, its partners, successors, assigns, and legal representatives to the other party hereto in respect of 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 money 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 affected 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 on 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.
9F789E7D50F14BC...
Duane Hoff Jr., Contract Administrator

3/5/2024
Date

HDR Engineering, Inc.

DocuSigned by:
By: R. Bradley Martin
A7F68EF26D5B48D...
R. Bradley Martin, Senior Vice President

3/5/2024
Date



NEGOTIATED TERMS AND CONDITIONS

Location	Section	Suggested Revisions
Page 9	2.26	2.26. Indemnification: The Firm 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 Firm, or of any Firm's agent, employee, subcontractor or supplier in the execution of, or performance under, the Contract which may result from proposal award. The Firm shall pay any judgment with costs which may be obtained by and/or against the Owner to the extent caused by any negligent act or fault arising out of or under the performance or non-performance of the Firm's services .
Page 10	2.32	Remedies: The Offeror and Owner agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code. Not Used. <i>The UCC covers goods, not professional services.</i>
Page 13	3.1(d) and (e)	(d) Professional Liability & Errors and Omissions Insurance policy with a minimum of: ONE MILLION DOLLARS (\$1,000,000) per claim and ONE MILLION (\$1,000,000) aggregate 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. (e) Technology-related errors and omissions liability and cyber-liability coverage with limits of: TWO MILLION (\$2,000,000) for each occurrence per claim and TWO MILLION (\$2,000,000) aggregate



**Request for Proposal
RFP-5351-24-KF**

Professional Right of Way Acquisition Services

RESPONSES DUE:

January 18, 2024, before 2:00 p.m. (Mountain Time)

Accepting Electronic Responses Only

Submitted Through the

Rocky Mountain E-Purchasing System (RMEPS)

<https://www.bidnetdirect.com/colorado/city-of-grand-junction>

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

**NOTE: All City solicitation openings will be held virtually,
information is in Section 1.8.**

Purchasing Agent:

Kathleen Franklin, Senior Buyer

kathleenf@gjcity.org

970-244-1513

REQUEST FOR PROPOSAL

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- 6.0 Evaluation Criteria and Factors**
- 7.0 Solicitation Response Form**

REQUEST FOR PROPOSAL

Section 1.0: Administrative Information & Conditions For Submittal

- 1.1. Americans with Disability Act (ADA) Compliance Mandate:** Following HB21-1110, all documents produced and submitted in response to this solicitation must adhere to the provisions outlined in §§24-85-101, C.R.S., and subsequent sections, as well as the Accessibility Standards for Individuals with a Disability, as established by the Office of Information Technology under section §24-85-103 (2.5), C.R.S. Additionally, all documents must align with the State of Colorado's technology standards related to accessibility, including Level A.A. conformity with the latest iteration of the Web Content Accessibility Guidelines (WCAG) as integrated within the State of Colorado's technology standards.
- 1.2. Required Review:** The Offeror is responsible for thoroughly reviewing all solicitation documentation to gain a comprehensive understanding of the scope, specifications, project requirements, and all associated rules, regulations, laws, conditions, instructions, and procurement policies related to the solicitation process and the Project or Work outlined in this Request for Proposal.
- 1.3. Issuing Office:** The Request for Proposal (RFP) is issued by the City of Grand Junction (City). The Purchasing Agent responsible for the conduct of this procurement is:
- Kathleen Franklin
kathleenf@gjcity.org
- Except for pre-bid or site visit meeting(s) all inquiries, concerns, clarifications, or communication about this solicitation, including process, specifications, and project scope, must be in writing to the Purchasing Agent. Other communication may result in disqualification.
- 1.4. Purpose:** The City of Grand Junction, Colorado is requesting proposals from qualified professional Firms to provide right-of-way acquisition services on an 'as-needed' basis. 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. Services shall be provided under the terms and conditions of this RFP.
- 1.5. The Owner:** The City is the "Owner" which will act by and through its authorized representative(s); "Owner" or "City" may be used interchangeably throughout this Solicitation.
- 1.6. Compliance:** All Offerors, by submitting a proposal, commit to adhere to all conditions, requirements, and instructions in this RFP as stated or implied herein or modified by addenda. Should the Owner omit anything necessary to the clear understanding of the requirements, or should it appear that various instructions conflict, the Offeror(s) shall secure instructions from the Purchasing Agent before the submittal deadline.

- 1.7. **Procurement Process:** The 2023 version of the City [Procurement Policy](#) applies to this Solicitation.
- 1.8. **Submission:** See section 5.0 of this Solicitation for Preparation and Submittal Terms. Proposals shall be formatted as directed, in Section 5. Proposals that fail to follow the format may be found non-responsive. To participate in the solicitation opening, please utilize the following information and link:

**Solicitation Opening, Professional Right of Way Acquisition Services, RFP-5351-24-KF
Jan 18, 2024, 2:00 – 2:30 PM (America/Denver)**

Please join the meeting from a computer, tablet, or smartphone.

<https://meet.goto.com/207095965>

Dial in using a phone.

Access Code: 207-095-965

United States: +1 (872) 240-3212

Join from a video-conferencing room or system.

Meeting ID: 207-095-965

Dial in or type: 67.217.95.2 or inroomlink.goto.com

Or dial directly: 207095965@67.217.95.2 or 67.217.95.2##207095965

Get the app now and be ready when your first meeting starts:

<https://meet.goto.com/install>

- 1.9. **Public Disclosure:** Under the Colorado Open Records Act (CORA), all information within any bid or proposal is subject to public disclosure. Upon the issuance of an award, both the solicitation file and the proposal(s) contained therein are subject to a [CORA request](#). In instances of Solicitation or Project cancellation, public disclosure is contingent upon adherence to pertinent laws.
- 1.10. **Altering Proposals:** Any alterations made before the opening date and time, must be initiated by the Offeror. Proposals may not be altered or amended after the submission deadline.
- 1.11. **Withdraw of Proposals:** 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 before award.
- 1.12. **Acceptance of Proposal Content:** The Proposal selected by the Owner shall become a part of the Contract Documents. Failure of the successful Offeror to accept the obligations in the Contract shall result in cancellation of the award and such Offeror shall be removed from future solicitations. When a Contract is executed by and between the Offeror and the City, the Offeror may be referred to as the "Consultant" or "Firm."
- 1.13. **Addenda:** Official response to questions, interpretations, corrections, and changes to this solicitation or extensions to the opening/receipt date will be made by the Purchasing Agent by a written Addendum to the solicitation. The sole authority to authorize addenda shall be vested in the Purchasing Division. Addenda will be issued electronically through

the Rocky Mountain E-Purchasing website at <https://www.bidnetdirect.com/colorado/city-of-grand-jefferson>. An Offeror(s) must acknowledge receipt of all addenda in the proposals.

- 1.14. Exceptions and Substitutions:** All proposals meeting the intent of this RFP will be considered for award. An Offeror taking exception to the specifications does so at the Offeror's risk. The Owner reserves the right to accept or reject any or all substitutions or alternatives. When offering substitutions and/or alternatives, the Offeror must state any exception(s) in the section to which the exception(s) pertain(s). Exception/substitution, if accepted, must meet, or exceed the stated intent and/or specification(s). The absence of stated exception(s) indicates that the Offeror has not taken exception(s), and if awarded a Contract, shall hold the Offeror responsible for performing in strict accordance with the Contract Documents.
- 1.15. Confidential Material:** All materials submitted in response to this RFP shall ultimately become public record and shall be subject to inspection after the 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 identified with the words **"Confidential Disclosure"** and uploaded as a separate document may establish the information as confidential or proprietary. Any material the Offeror intends to be treated as confidential or proprietary in nature must include a written explanation for the request. Consistent with the Colorado Open Records Act (CORA), the request shall be reviewed and decided by the Owner. If denied, the Offeror will have the opportunity to withdraw its proposal or to remove the confidential or proprietary information. Neither cost nor pricing information nor the entire proposal may be claimed as confidential or proprietary.
- 1.16. Response Material Ownership:** All proposals become the property of the Owner upon receipt and may only be returned to the Offeror 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 in the materials marked as "Confidential Material." Disqualification of a proposal does not eliminate the City's right.
- 1.17. Minimal Standards for Responsible Prospective Offerors:** The Offeror must affirmatively demonstrate its responsibility. A prospective Offeror must meet the following minimum requirements:
- Be able to comply with the required or proposed schedule.
 - Have a satisfactory record of performance of projects of similar scope and size.
 - 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.
- 1.18. Sales Tax:** The Owner is exempt from State, County, and Municipal Taxes and Federal Excise Tax; therefore, all fees shall not include taxes.

- 1.19. Public Opening:** Proposal(s) shall be opened publicly in a virtual meeting following the proposal deadline. Offerors, representatives, and interested persons may be present. Proposals shall be received and acknowledged only so as to avoid disclosure of process. Only the company name(s) and business location of the proposing Offeror(s) 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 which shall be acknowledged by the Offeror on the Letter of Interest or Cover Letter. The Offeror must be legally authorized to execute a Letter of Interest or Cover Letter together with contractual obligations. By submitting a proposal, the Offeror accepts all terms and conditions including compensation, as set forth herein/the Contract Documents. An Offeror shall identify clearly and thoroughly any variations between its proposal and the Owner's requirements. Failure to do so may be deemed a waiver of any right(s) to subsequently modify the term(s) of performance, except as specified in the RFP. 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 before a determination by the Owner of non-responsiveness based on the submission of nonconforming terms and conditions.
- 2.2. Execution, Correlation, Intent, and Interpretations:** The Contract Documents shall be signed by the Owner and the Firm. By executing the Contract, the Firm represents that it has familiarized itself with the conditions under which the Services is to be performed and correlated its observations with the requirements of the Contract Documents. The Contract Documents are complementary, and what is required by anyone, shall be as binding as if required by all. The Contract Documents intend 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 contained herein.
- 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, including the City, bearing on the performance of the Service(s). If the Firm observes that any of the Contract Documents are at variance in any respect, it shall promptly notify the Purchasing Agent in writing, and necessary changes will be made to reconcile the variation as determined to be in the best interest of the City. 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, it shall assume full responsibility and shall bear all costs attributable to the non-conforming Services.
- 2.4. Responsibility for those Performing the Services:** The Firm shall be responsible to the Owner for the acts and omissions of all its employees and all other persons performing any of the Services under the Contract.

- 2.5. Payment & Completion:** The Contract Sum is stated in the Contract and is the total amount payable by the Owner to the Firm for the performance of the Service(s) under the Contract. Upon receipt of written notice that the deliverable(s) is ready for final inspection and acceptance and upon receipt of the payment application, the Owner's Project Manager will promptly make such inspection and, when the Owner finds the Service(s) acceptable under the Contract and the Contract fully completed, the Owner shall make payment in the manner provided in the Contract Documents. Partial payments will be based upon estimates prepared by the Firm, of the value of Service(s) performed following the Contract Documents. The Service(s) performed by the Firm shall be following generally accepted professional practices and the level of competency presently maintained by other practicing professional Firms in the same or similar type of Service(s) in the community. The Service(s) to be performed by the Firm hereunder shall be done in compliance with applicable laws, ordinances, rules, and regulations.
- 2.6. Protection of Persons and Property:** The Firm shall comply with all applicable laws ordinances, rules, regulations, and orders of any public authority having jurisdiction for the safety of persons or property or to protect it from damage, injury, or loss.
- 2.7. 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. A Change Order/Amendment is a written order to the Firm signed by the Purchasing Agent issued after the execution of the Contract, authorizing a change in the Services or an adjustment in the Contract sum or the Contract time.
- 2.8. Minor Changes in the Services:** The Owner shall have the 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.
- 2.9. Correction of Services:** The Firm shall promptly correct all Services found by the Owner as defective or as failing to conform to the Contract. 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 discovery of the 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 without cost to the Owner.
- 2.10. Acceptance Not Waiver:** The Owner's acceptance or approval of Service(s) furnished hereunder shall not in any way relieve the Firm of its responsibility to maintain the high quality, integrity, and timeliness of its Services. The Owner's approval or acceptance of, or payment for, any Services shall not be construed as a future waiver of any right(s) under the Contract, or of any cause of action arising out of performance under this Contract.
- 2.11. Change Order/Amendment:** No oral statement of any person shall modify or otherwise change, or affect the terms, conditions, or specifications stated in the Contract. All amendments to the Contract shall be made in writing by the City Contract Administrator.

- 2.12. Assignment:** The Firm shall not sell, assign, transfer, or convey the Contract resulting from this RFP, in whole or in part, without the prior written approval from the Owner.
- 2.13. Compliance with Laws:** Proposals must comply with all Federal, State, County, and local laws governing the Service and the fulfillment of the Service(s) for and on behalf of the public. The 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 as required by law.
- 2.14. 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.
- 2.15. Confidentiality:** All information disclosed by the Owner to the Offeror and/or the Firm for the Services to be performed or information that comes to the attention of the Firm during the course of performing such Services is to be kept strictly confidential.
- 2.16. Conflict of Interest:** No public official and/or Owner employee shall have interest in the Contract resulting from this RFP.
- 2.17. Contract:** This solicitation, submitted documents, and any negotiations, when properly accepted by the Owner, shall constitute an enforceable agreement equally binding between the Owner and the Firm. The Contract represents the entire and integrated agreement between the City and the Firm and supersedes all prior negotiations, representations, or agreements, either written or oral, including the solicitation documents. The Contract may be amended or modified only with Amendment.
- 2.18. Cancellation of Solicitation:** Any solicitation may be canceled by the Owner or any solicitation response by a Firm may be rejected in whole or in part when it is in the best interest of the City.
- 2.19. Contract Termination:** The Contract shall remain in effect until any of the following occurs: (1) Contract expires; (2) completion of Services; (3) final 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.
- 2.20. Employment Discrimination:** During the performance of any Services, the Firm agrees to:
- 2.20.1.** 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 Firm. The Firm agrees to post in conspicuous places, visible to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

- 2.20.2.** In all solicitations or advertisements for employees placed by or on behalf of the Firm, shall state that such Firm is an Equal Opportunity Employer.
- 2.20.3.** Notices, advertisements, and solicitations placed per federal law, rule, or regulation shall be deemed sufficient for meeting the requirements of this section.
- 2.21. Immigration Reform and Control Act of 1986 and Immigration Compliance:** The Firm certifies that it does not and will not during the performance of the Contract employ personnel without authorization services or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986 and/or law regulating immigration compliance.
- 2.22. Ethics:** The Firm shall not accept or offer gifts or anything of value and/or enter into any business arrangement with any employee, official, or agent of the Owner.
- 2.23. Failure to Deliver:** In the event of failure of the Firm to perform following the Contract, the Owner, after due oral or written notice, may procure Services from other sources and hold the Firm responsible for any costs resulting in the purchase of additional Services and materials necessary to perform the Service(s). This remedy shall be in addition to any other remedies that the Owner may have.
- 2.24. 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 of the Contract at any time under the terms thereof.
- 2.25. Force Majeure:** The Firm 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 Firm unless otherwise specified in the Contract.
- 2.26. Indemnification:** The Firm 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 Firm, or of any Firm's agent, employee, subcontractor or supplier in the execution of, or performance under, the Contract which may result from proposal award. The Firm shall pay any judgment with costs which may be obtained by and/or against the Owner arising out of or under the performance or non-performance.
- 2.27. Independent Firm:** The Firm shall be legally considered an independent of the 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, or any other amounts for benefit(s) to the Firm. Further, the Owner shall not provide to the Firm any

insurance coverage or other benefits, including Workers' Compensation, normally provided by the Owner to its employees.

- 2.28. 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 City reserves the right to permit the Offeror to withdraw nonconforming terms and conditions from its proposal before a determination by the City of non-responsiveness based on the submission of nonconforming terms and conditions.
- 2.29. Ownership:** All documents, plans, concepts, and work prepared under the Contact, *etc.*, created by the Firm for this Service, shall become the property of the Owner. All information furnished by the Owner is and shall remain the Owner's property.
- 2.30. Oral Statements:** No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this document and/or the Contract. All modifications to this request and any agreement must be made in writing by the Owner.
- 2.31. Patents/Copyrights:** The Firm agrees to protect the Owner from any claims involving infringements of patent(s) and/or copyright(s) and/or other intellectual property protections. In no event shall the Owner be liable to the Firm for any claims, damages, awards, and/or costs of defense arising on the grounds of patent(s)/copyright(s) infringement. Patent/copyright infringement shall null and void any agreement resulting from response to this Solicitation.
- 2.32. Remedies:** The Offeror and Owner agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.
- 2.33. Governing Law:** Any agreement as a result of responding to this RFP shall be deemed to have been made in, and shall be construed and interpreted by, the laws of the City of Grand Junction, Mesa County, Colorado. Any action arising out of or under the Contract shall be in District Court 21st Judicial District, Mesa County, Colorado.
- 2.34. Expenses:** Expenses incurred in the preparation, submission, and presentation of a proposal in response to this solicitation are the responsibility of the Firm and shall not be charged to the Owner.
- 2.35. Sovereign Immunity:** The Owner specifically reserves and asserts its rights to sovereign immunity according to Colorado Law.
- 2.36. Public Funds/Non-Appropriation of Funds:** Funds for payment have been provided through the Owner's budget approved by the City Council for the stated fiscal year only. Colorado law prohibits the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated obligations that may arise past the end of the stated Owner's fiscal year shall be subject to budget approval. The Contract will be subject to and provide a non-appropriation of funds clause under Colorado law.
- 2.37. Collusion Clause:** Each Offeror, by submitting a proposal, certifies that it is not involved in any collusive action(s) or activity(ies) that may violate applicable federal or

state antitrust laws, rules, and/or regulations. Any proposal(s) found to have evidence or reasonable belief of collusion among the Offerors will be rejected. The Owner reserves the right, at its discretion, to accept future proposals for the same service(s) or work from participants identified in such collusion.

- 2.38. 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 its discretion, terminate the Contract without liability to the Owner.
- 2.39. Performance of the Contract:** The Owner reserves the right to enforce the performance of the Contract in any manner prescribed by law or equity as deemed by the Owner to be in the best interest of the Owner (in the event of breach or default) of resulting Contract award.
- 2.40. Benefit Claims:** The Owner shall not provide to the Firm any insurance coverage or other benefits, including Worker's Compensation, normally provided by the Owner for its employees.
- 2.41. 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 under the Contract. Breach of Contract or default authorizes the Owner to purchase like services elsewhere and charge the full cost to the defaulting Firm.
- 2.42. Multiple Offers:** If an Offeror submits more than one proposal, THE ALTERNATE PROPOSAL must be marked "Alternate PROPOSAL". The Owner reserves the right to make the award in the best interest of the Owner.
- 5.1. 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 Offeror and the participating Firms. All participating entities will be required to abide by the specifications, terms, conditions, and prices 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 its jurisdiction. Other participating entities will place its own awards on its respective Purchase Orders through its purchasing offices or use its purchasing cards 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 "piggyback" on the solicitation. Orders placed by participating jurisdictions under the terms of this solicitation will indicate its specific delivery and invoicing instructions.
- 2.43. Definitions:**
- 2.43.1.** "City" or "Owner" is the City of Grand Junction, Colorado, and is referred to throughout the Contract Documents.

- 2.43.2. "Firm" is the person, organization, entity, or consultant identified as such in the proposal and is referred to throughout the Contract. The term Firm means the Firm or its authorized representative(s).
- 2.43.3. "Offeror" refers to the person(s) legally authorized by the Firm to make an offer and/or submit a response fee proposal in response to the RFP.
- 2.43.4. "Services" includes all labor, materials, equipment, and/or professional skills necessary to produce the requirements of the Contract Documents.
- 2.43.5. "Subcontractor" is a person(s) or organization that has a direct contract with the Firm to perform any of the service(s). The term subcontractor is referred to throughout the Contract and means the subcontractor or its authorized representative.

2.44. **Public Disclosure Record:** If the Offeror knows its employee(s) or subcontractors having an immediate family relationship with an Owner employee or elected official, the Offeror must provide the Purchasing Agent with the name(s) of the individuals. The individuals are required to file a "Public Disclosure Record", and/or 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, policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by the Firm pursuant to the Contract. Such insurance shall be in addition to any other insurance requirements imposed by the Contract or by law. The Firm shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to the Contract by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types.

The Firm shall procure and maintain and, if applicable, shall cause any subcontractor 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 the Contract. 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: The Firm shall comply with all State of Colorado Regulations concerning Workers' Compensation and other statutory insurances as required.
- (b) General Liability insurance with minimum combined single limits of:

ONE MILLION DOLLARS (\$1,000,000) for 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 contain a severability of interest 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) for each occurrence and
ONE MILLION DOLLARS (\$1,000,000) aggregate

With respect to each of the Firm's owned, hired, or non-owned vehicles assigned to be used in the performance of the Services/Work.

- (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.

- (e) Technology-related errors and omissions liability and cyber-liability coverage with limits of:

TWO MILLION (\$2,000,000) for each occurrence and
TWO MILLION (\$2,000,000) aggregate

- 3.2. Additional Insured Endorsement:** The policies required by paragraphs (b), (c), and (e) above shall be endorsed to include the City of Grand Junction, its elected and appointed Officials, employees, and volunteers as Additional Insureds. Every required policy 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 the 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 (ROW) acquisition firm to provide all related services as required, on an “as needed” basis. The City is continuing to invest the \$70 million in capacity-enhancing improvements funded in 2019. The City anticipates five to seven ROW projects over the contract period varying in size from 5 to 40 ownerships in addition to projects that may be funded as part of future budget cycles.
- 4.2. Acquisition Services:** 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 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 the City and/or CDOT and shall be coordinated with and subject to approval by the City and/or CDOT Region ROW staff. Right of Way acquisition services may include but may not be limited to:
- 4.2.1 Initial Owner Contacts/Property Owner Appraisals/Value Finding:** 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 according 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 or a PDF of the appraisal as directed by City staff, 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 or a PDF of the appraisal as directed by City staff, 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 when applicable. The City Project Manager will also arrange for payment of the owner's appraisals upon CDOT’s review and acceptance of the owner’s appraisal.

4.2.2

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 of less than \$5,000. The value findings shall be prepared under Chapter 4 of the [CDOT Right of Way Manual](#). Where projects rely solely on City funding, waiver valuation limits may be amended, at the direction of City staff and management.

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.

4.2.3 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, before 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 before 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 that explains the 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 for 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 that 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 # 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 Pro-ration Request" (CDOT form # 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.

- 4.2.4 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 Instructions and Receipt of Warrant" document. All liens shall be

released/satisfied and recorded before the disbursement of the warrant unless otherwise directed by the City Project Manager.

The City and/or 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 before 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 before disbursement of funds.

In cases when the City determines that settlements are within applicable guidelines that 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 before 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 before disbursement of funds unless it is determined otherwise by the City Project Manager

- 4.2.5 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, following the schedule provided by the City Project Manager.

If required, an Agreement for Possession and Use (CDOT Form # 228) may be obtained from the owner before 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 under the terms of the 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 the City and/or CDOT and shall be coordinated with and subject to approval by the City and/or 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.

Eligibility and Computation of Entitlements.

The Consultant's Real Estate Specialist shall obtain bids following procedures in the [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 City or CDOT Region Project Manager for review and approval following the City and/or CDOT's procedures. Upon approval by the City and/or 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 it 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, it 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 to receive the maximum entitlements. The Consultant's Real Estate Specialist shall caution the displacee not to move before its eligibility and entitlement letter and in accordance with applicable procedures.

The Consultant's Real Estate Specialist shall prepare and provide the ninety (90) day and thirty (30) day vacancy notice to the landowner/tenant in accordance with City and/or 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 to receive its 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 which may include appraisal review. All appraisal services shall be performed following 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 the City and/or CDOT, as directed, and shall be coordinated with and subject to approval by the City and/or CDOT Region ROW staff.
- 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 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 the 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 weekly 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, 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 the 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 the Consultant principal/broker.

4.6.2. Quality Assurance Program: The Consultant shall furnish the City with a comprehensive Quality Assurance Program Plan for conducting weekly reviews of all work related to a specific project/parcel. These reviews shall encompass reviewing files, both completed and those with ongoing activities, to ensure the thoroughness of all activities being provided. Additionally, bi-weekly reviews of all activities will be conducted with the Consultant, and its staff, to ensure the status of all pending activities.

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 Engineering and Transportation office at 244 N 7th St. Grand Junction, CO 81501, 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.

4.8. Prequalification: Consultants and sub-consultant appraisers must have completed the prequalification process through the Colorado Department of Transportation. Proposals submitted by Firms that have not been prequalified will not be considered for evaluation.

4.9. City Project Manager: This will vary by project. Konrad Vallard, Real Estate Manager, Engineering and Transportation will oversee all ROW Acquisitions for the Contract, reachable at (970) 256-4097 or via email at konradv@gjcity.org.

4.10. Special Conditions & Provisions:

4.10.1. Fee/Price Proposal: Pricing for the services shall be all-inclusive, including, but not limited to: labor, materials, equipment, travel, design, drawings, documentation, work, shipping/freight, licenses, permits, fees, and any related costs, *etc.*

Provide a comprehensive general fee sheet listing all, direct charges, potential costs, and associated service fees related to right-of-way acquisition services. This list should include a detailed breakdown for employee and subcontractor of both hourly rates and flat-rate fees, where applicable, along with a description of the services associated with each cost or fee.

All fees and pricing will be subject to negotiation by the Owner.

4.10.2. Award: The City may, at its discretion, make a single or multiple contract award(s), or make awards for a primary and secondary service provider.

4.10.3. Laws, Codes, Rules, and Regulations: The Firm shall ensure that all Services provided meet all Federal, State, County, and City laws, codes, rules, regulations, and requirements for providing such Services.

4.10.4. Contract: A binding Contract shall consist of (1) the RFP and any Addendum(s) thereto, (2) the Offeror's response (Proposal) to the RFP, (3) any clarification of the Proposal, if applicable, and (4) the City's Purchasing Department's acceptance of the proposal through a "Notice of Award." All Exhibits and Attachments within the RFP are incorporated into the contract by reference.

A. The Contract expresses the complete agreement of the parties and, performance shall be governed solely by the specifications and requirements contained therein and other laws as applicable.

B. Any change to the Contract, whether by modification and/or supplementation, must be accomplished by a formal Contract Amendment signed and approved by and between the duly authorized representative of the Offeror and the Contract Administrator or by a modified Purchase Order/Contract prior to the effective date of such modification. The Offeror expressly and explicitly understands and agrees that no other method and/or no other document, including acts and oral communications by or from any person, shall be used or construed as an amendment or modification to the Contract.

4.10.5. Contract Administrator: The Contract Administrator for the City is Duane Hoff, Jr., reachable at (970) 244-1545. All inquiries, issues, and communications during the Contract period should be directed to:

Duane Hoff, Jr., Contract Administrator
duaneh@gjcity.org

4.11. Contract Term: The Contract will begin upon award and will run through December 31, 2024. The awarded Firm and Owner may mutually agree to renew this Proposal or subsequent contract for up to three (3) additional one (1) year contract periods, contingent upon available fiscal year funding and under the same terms and conditions and fees of the Contract.

4.12. Attached Documents: (click links for access)

None

4.13. RFP Tentative Time Schedule:

- | | |
|--|---------------------|
| • Request for Proposal available | December 15, 2023 |
| • Inquiry deadline, no questions after this date | January 10, 2024 |
| • Final Addendum Posted | January 12, 2024 |
| • Submittal deadline for proposals | January 18, 2024 |
| • Owner evaluation of proposals | January 18-24, 2024 |
| • Interviews, <i>if required</i> | January 29-31, 2024 |
| • Final Selection | February 5, 2024 |
| • City Council Approval | February 21, 2024 |
| • Contact execution | February 26, 2024 |

4.14. Questions Regarding Scope of Services:

Kathleen Franklin, Purchasing Agent
kathleenf@gjcity.org

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 System website link: (<https://www.bidnetdirect.com/colorado/city-of-grand-jection>). This site offers both “free” and “paying” registration options which allow for full access to the City’s documents and for electronic submission of proposals. (Note: “free” registration may take to 24 hours to process. Please Plan accordingly.) Please view the “**Electronic Vendor Registration Guide**” at <https://www.gjcity.org/501/Purchasing-Bids> for details. (Purchasing Agent does not have access or control of the Vendor side of RMEPS. If there are website or other problems that arise during response submission, the Offeror **MUST** contact RMEPS to resolve the issue before 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.” The uploaded response to this RFP shall be a single PDF document with all required information included. Offerors are required to indicate its interest in this Project, show its specific experience, and address its 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:** A cover letter shall be provided that explains the Offeror’s interest in the Project. The letter shall contain the name/address/phone number/email of the person who will serve as the Offeror’s principal contact person 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 the proper authority to make formal commitments on behalf of the Firm. By submitting a response to this Solicitation, the Offeror agrees to all requirements herein.
- B. Qualifications/Experience/Credentials:** Offeror(s) must present its qualifications and demonstrate relevant experience and credentials for consideration as a contract provider to the City of Grand Junction. This should encompass a strong track record in handling projects of a similar nature.
- C. Strategy and Implementation Plan:** The Offeror is expected to provide a detailed description of its interpretation of the Owner’s objectives outlined in this RFP. Describe the proposed strategy or plan for achieving these objectives. The Offeror has the flexibility to use a written narrative or any other appropriate format to demonstrate its capability to fulfill the Scope of Services. The narrative should present a logical progression of tasks and efforts, commencing with the initial steps or tasks and extending to a complete description of all proposed tasks, demonstrating how the RFP objectives will be met.
- D. References:** Provide a minimum of three (3) government and/or municipal references that can attest to the Firm’s experience in projects of similar scope and size. **Include a summary of the project completed with** the client name, address, point of contact person, telephone number, email address, project dates, project description, *etc.*
- E. Fee/Price Proposal:** Provide a comprehensive general fee sheet listing all, direct charges, potential costs, and associated service fees related to right-of-way acquisition

services. This list should include a detailed breakdown for employee and subcontractor of both hourly rates and flat-rate fees, where applicable, along with a description of the services associated with each cost or fee.

- F. Legal Proceedings/Lawsuits:** Provide a comprehensive overview of any legal proceedings or lawsuits involving the Firm within the last five years, those currently ongoing, or any with pending status. For each instance, describe the underlying reason or cause, as well as the outcome or current status. This information will be crucial in assessing the legal background of the Firm.

- G. Additional Data:** Furnish any additional pertinent information that is directly related to the qualifications and capabilities of the Firm. This may include details about specific expertise, innovative technologies, approaches, or any other information that will enhance the evaluation of the Firm's suitability to provide the services outlined in this RFP.

Section 6.0. Evaluation Criteria and Factors

- 6.1. Overview:** An evaluation committee, appointed by the City, will assess all qualified responses. Proposal(s) will be selected based on the ability to clearly demonstrate the necessary expertise and capability essential for delivering the scope of services. Additionally, the committee will consider the integrity and reliability of the proposals, with the aim of ensuring the highest degree of confidence in full faith and performance.
- 6.2. Intent:** Only Respondents who meet the qualification criteria will be considered. Therefore, it is imperative the submitted proposal clearly indicates the Offeror's ability to provide the services described herein.
- 6.3. Evaluation Summary:** Proposals will be prioritized based on the criteria categories and values described below. The City reserves the right to reject any and all portions of proposals and take into consideration past performance of previous awards and contracts with the Owner of any Offeror, or service provider in determining a final award(s), if any.

Evaluation Criteria and Weighted Values shall be worth ninety (90) %

- **Responsiveness of Submittal to the RFP ten (10) %**
(The Offeror has submitted a proposal that is fully comprehensive, inclusive, and conforms in all respects to the RFP and all of its requirements, including all forms and substance.)
- **Understanding of the Project and Objectives thirty (30) %**
(The Offeror's ability to demonstrate a thorough understanding of the City's goals on this specific Service.)
- **Experience thirty (30) %**
(Offeror's proven proficiency in the successful completion of similar projects.)
- **Strategy & Implementation twenty (20) %**
(Offeror has provided a clear interpretation of the City's objectives regarding the required Services, and a fully comprehensive plan to achieve successful completion. See Section 5.0. Item C – Strategy and Implementation Plan for details.)

The following Criteria shall be worth ten (10) %

- **Fees ten (10) %**
(All fees associated with the Services are provided and are complete and comprehensive.)

- 6.4. Shortlisting Offerors:** The City expects to follow the process below to shortlist proposals. The City reserves the right to modify this process if it is in the best interest of the City.
- All proposals will be reviewed for compliance with mandatory requirements as outlined in this RFP. Proposals deemed non-responsive will be eliminated from consideration. The Purchasing Agent may contact Offerors for clarification of its proposal.

- Committee members will independently evaluate and score proposals and submit scores back to the Purchasing Agent. Scores will be entered into an Evaluation Matrix to assist in analyzing and prioritizing the responsive Proposals.

- 6.5. Negotiations:** The City may undertake negotiations with the top-rated Offeror(s) and will not negotiate with lower-rated Offeror(s) unless negotiations with higher-rated Offeror(s) have been unsuccessful and terminated.
- 6.6. Interview(s):** The Owner reserves the right to invite the most qualified rated Offeror(s) to participate in a virtual, or in-person interview(s) if needed.
- 6.7. Award:** Offeror(s) shall be ranked based on the criteria listed in Section 6.3. The City reserves the right to consider all of the information submitted and/or presentations, if required, in selecting the Firm.

Section 7.0. Solicitation Response Form

RFP-5351-23-KF “Professional Right of Way Acquisition Services”

Offeror must submit the entire Form completed, dated, and signed.

The City 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 Proposal and therefore submits the proposal and schedule of fees and services attached hereto.

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

The undersigned Offeror accepts and agrees, under the *terms and conditions contained in this Request for Proposal*, that it is prepared, ready, and willing to perform and provide services as described in the attached Proposal if the same is accepted by the City.

The undersigned Offeror acknowledges the right of the City to reject any Proposal(s) submitted and to waive any informality(ies) and irregularity(ies) therein in the City’s sole discretion.

By submission of the Proposal, each Offeror certifies, and in the case of a joint Proposal each party thereto certifies as to its capability, that the Offer has been arrived at independently, without collusion, consultation, communication, or agreement as to any matter relating to the Proposal with any other Offeror or with any competitor.

Prices in the Proposal have not knowingly been disclosed with another Offeror and will not be before award.

- Prices in the Proposal have been arrived at independently, without consultation, communication, or agreement to restrict competition.
- No attempt has been made nor will be to induce any other person or Firm to submit a proposal to restrict competition.
- The individual signing the Proposal certifies that it is a legal agent of the Firm, authorized to represent the Firm, and is legally responsible for the offer concerning 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 Firm acknowledges receipt of the Addenda to the Solicitation, Specifications, and other Contract Documents.

State number of Addenda received: _____

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

Company Name – (Typed or Printed)

Authorized Agent, Title – (Typed or Printed)

Authorized Agent Signature

Telephone Number

Address of Offeror

E-mail Address of Agent

City, State, and Zip Code

Date

The undersigned Offeror proposes to subcontract the following portion of Services:

<u>Name & address of Subcontractor (Name, City, State)</u>	<u>Description of Service(s) to be performed</u>	<u>Est. Value of Service(s)</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

The undersigned Offeror acknowledges the right of the City to reject any and all Offers submitted and to waive informalities and irregularities therein in the City's sole discretion.

By submission of the Proposal, each Offeror certifies, and in the case of a joint Proposal each party thereto certifies as to its own organization, that this Offer has been arrived at independently, without collusion, consultation, communication, or agreement as to any matter relating to this Proposal with any other Offeror or with any competitor.



ADDENDUM NO. 1

Date: January 16, 2024
From: City of Grand Junction Purchasing Division
To: All Offerors
RE: Professional Right of Way Acquisition Services, RFP-5351-24-KF

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

Please make note of the following clarifications:

- Q:** Does the City want the consultant to provide Appraisal and Appraisal Review services as part of this contract?

A: Yes, the consultant should include appraisers or appraisal companies that can provide these services in their proposal as well as their current rates. All appraisals and appraisal reviews shall be performed by individuals who have been qualified by CDOT to provide appraisal services.
- Q:** Does the City want the consultant to provide sub-consultant title company services as part of this contract?

A: Yes, title services will be the responsibility of the consultant. This will include title commitments, vesting deeds, and other title information, etc., as requested, and closing services, including issuance of title insurance policies. Proposers should include a title company or companies that can provide these services within Mesa County in their proposal as well as their current rates.
- Q:** Does the City want the consultant to provide land survey services including legal descriptions and/or right-of-way plans as part of this contract?

A: No, 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 services associated with the preparation of right-of-way plans and legal descriptions.

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

All other conditions of the subject remain the same.

Respectfully,

A handwritten signature in blue ink, appearing to read "K. Franklin".

Kathleen Franklin, Senior Buyer
City of Grand Junction, Colorado

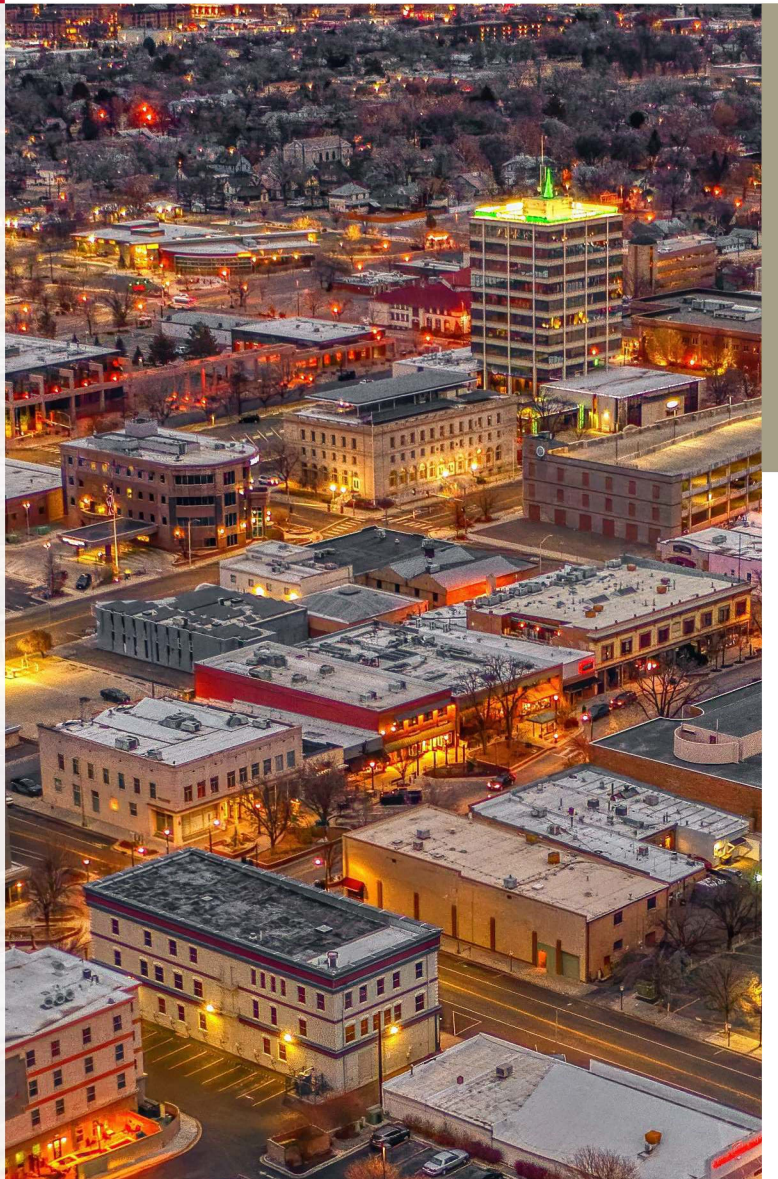


January 18,
2024

Request for Proposal - 5351-24-KF
Professional Right of Way
Acquisition Services
City of Grand Junction, CO



A. Cover Letter





January 18, 2024

City of Grand Junction
Ms. Kathleen Franklin
Senior Buyer
250 North 5th Street
Grand Junction, CO 81501

RE: Request for Proposal (RFP) 5351-24-KF | Professional Right of Way Acquisition Services

Dear Ms. Franklin and Evaluation Team Members,

HDR is pleased to submit a proposal to the City of Grand Junction (City) for Professional Right of Way (ROW) Acquisition Services. HDR is a nationally ranked engineering, architecture, and consulting firm and leader in real estate, ROW, and relocation services. With our local expertise, we will outline clear goals and timelines for your projects, then provide smart solutions and diligent work to complete each challenge at hand. We will custom-fit our project teams to serve your needs, and involve you in decisions along the way. We collaborate at each step of the process because we know that strong partnerships are key to making real progress. Our team brings the following benefits to the City:

One of the largest ROW groups in the state and in-house valuation. HDR's ROW services group has 18 employees, making us one of the largest property acquisition and relocation consulting firms in Colorado. One of our team's key differentiators is our in-house appraisal and valuation expertise. **Valerie Bartell**, who has a Colorado Certified General Appraisal license and is on the Colorado Department of Transportation's (CDOT) approved list to prepare appraisals and provide appraisal review, provides valuation consulting, appraisal, and appraisal review for our municipal projects.

Proven leadership. **Carlos "CJ" Pietri** will lead HDR's team as project manager for this contract. He has proven experience delivering high profile projects on time and within budget. CJ's strongest attributes are problem solving, dependability, consistency, and attention to detail. **Tony Pollack** will serve as principal-in-charge and has 25 years of experience working in ROW and land surveying, including five years working for the City's Real Estate Department. He is instrumental in providing support to our project managers and teams by providing advisory services, contract compliance, project execution planning, quality control, and training.

Local presence and knowledge. HDR's presence in Grand Junction and throughout the Western Slope is growing through the addition of key staff, as well as two new office locations – one in Durango and another in Grand Junction set to open in 2024. Our project team includes **Tony Pollack**, HDR's Colorado ROW Team Leader, who grew up in Grand Junction and spent five years with the City's Real Estate Department as a surveyor and ROW agent.

Federally-funded ROW process expertise. HDR's ROW team specializes in providing property valuation, acquisition, negotiation, and relocation services for federal-aid local agency projects. Nine of HDR's ROW personnel are on the CDOT approved list for acquisition, relocation, appraisal, and appraisal review. Prior to joining HDR, **Greg Jamieson** was responsible for managing CDOT's federal-aid local agency program for the Denver Metropolitan Area. He is very familiar with federal-aid ROW requirements because it was his responsibility to work with local agencies on their compliance with the federal-aid ROW process in delivering their federal-aid projects. HDR's ROW team has a proven track record of consistently delivering federal-aid-compliant ROW for municipal clients.

hdrinc.com

1670 Broadway, Suite 3400, Denver, Colorado 80202-4824
T 303.764.1520 F 303.860.7139

Schedule and cost innovations. ROW is in the critical path of capital improvement projects. HDR's goal is to remove ROW from the critical path through teamwork and efficiency. HDR brings proven methods and innovations to the ROW process for City projects to compress the ROW schedule and identify cost-saving opportunities along the way.

Our team members authorized to make presentations on behalf of HDR include **CJ Pietri, Tony Pollack,** and **Greg Jamieson**. We hereby accept the terms and conditions referenced in the RFP, except for the items we've highlighted on page 24 of this proposal. We ask for consideration of these items and are happy to discuss further with the City if selected. We are committed to providing you with responsive and high-quality ROW services. If you have any questions, you may contact **Tony Pollack**, our principal contact, at **720-404-9209** or **Tony.Pollack@hdrinc.com**.

Sincerely,



Tony Pollack, SR/WA, PLS
Principal-in-Charge



Bradley R. Martin, PE
Colorado Area Manager



Solicitation Response Form

Section 7.0. Solicitation Response Form

RFP-5351-23-KF “Professional Right of Way Acquisition Services”

Offeror must submit the entire Form completed, dated, and signed.

The City 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 Proposal and therefore submits the proposal and schedule of fees and services attached hereto.

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

The undersigned Offeror accepts and agrees, under the *terms and conditions contained in this Request for Proposal*, that it is prepared, ready, and willing to perform and provide services as described in the attached Proposal if the same is accepted by the City.

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- 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 Firm acknowledges receipt of the Addenda to the Solicitation, Specifications, and other Contract Documents.

State number of Addenda received: 1

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

HDR Engineering, Inc.
Company Name – (Typed or Printed)

Tony Pollack
Authorized Agent Signature

1670 Broadway, Suite 3400
Address of Offeror

Denver, CO 80202
City, State, and Zip Code

Tony Pollack, Prinical-in-Charge
Authorized Agent, Title – (Typed or Printed)

720-404-9209
Telephone Number

tony.pollack@hdrinc.com
E-mail Address of Agent

1/18/2024
Date

The undersigned Offeror proposes to subcontract the following portion of Services:

Name & address of Subcontractor (Name, City, State)	Description of Service(s) to be performed	Est. Value of Service(s)
Abstract and Title Company of Mesa County, Grand Junction, Colorado	Title services (Title Commitments, vesting deeds, O&E reports) and closing services	\$7,250*
Heritage Title Company, Grand Junction, Colorado	Title services (Title Commitments, vesting deeds, O&E reports) and closing services	\$6,500*
Nisley and Associates, Grand Junction, Colorado	Appraisals of property interests to be acquired	\$26,000*
Roberts Appraisals, Grand Junction, Colorado	Appraisals of property interests to be acquired	\$18,000*
Intermountain Appraisal Group, Bruce Buchan, Appraiser	Appraisals of property interests to be acquired	\$22,500*

The undersigned Offeror acknowledges the right of the City to reject any and all Offers submitted and to waive informalities and irregularities therein in the City’s sole discretion.

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***The amounts above are hypothetical and assume the City awards HDR 20 properties requiring ROW acquisition in 2024. We assume half of the properties would require an appraisal report and all 20 require title commitments. The amounts are based on the average fees of our subconsultants.**

HDR will perform all the services listed in this proposal except for title services and a portion of the appraisal services.

Our subconsultant fees could contribute to the total consulting fees on a typical project as follows:

- **Appraisal Companies - 20% to 40%**
- **Title Companies - 5% to 15%**



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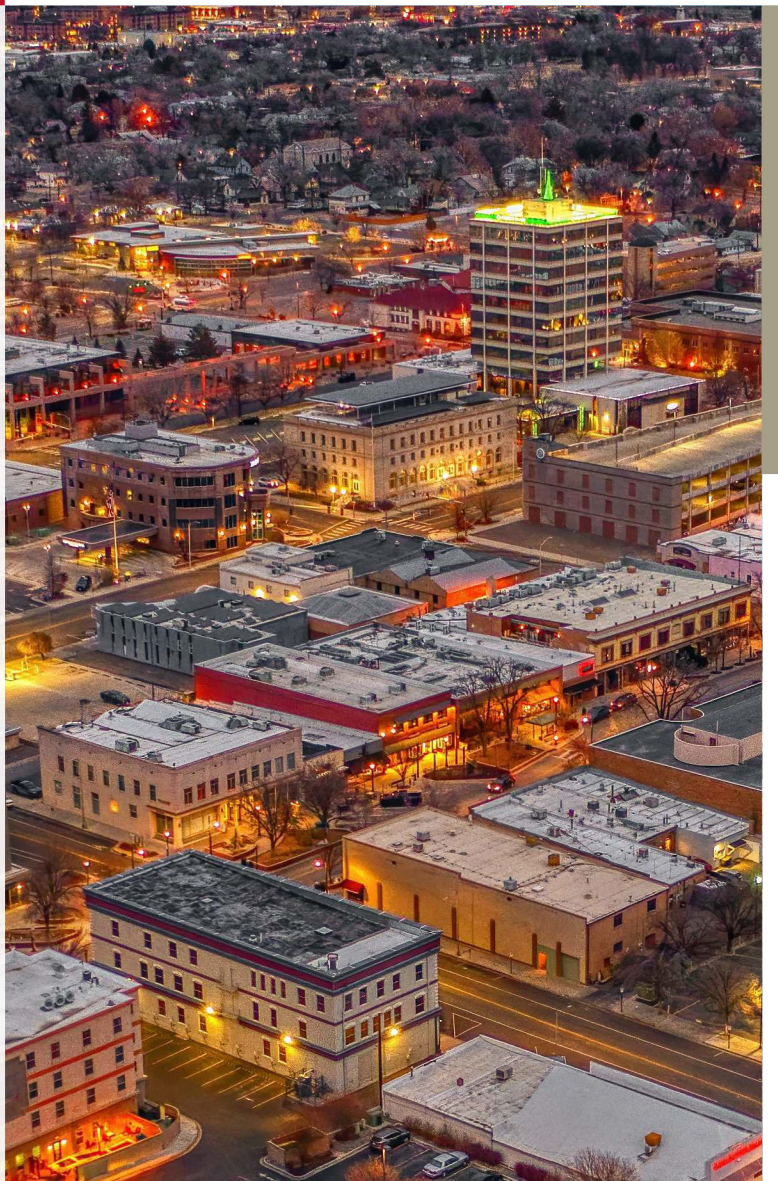
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B. Qualifications, Experience & Credentials



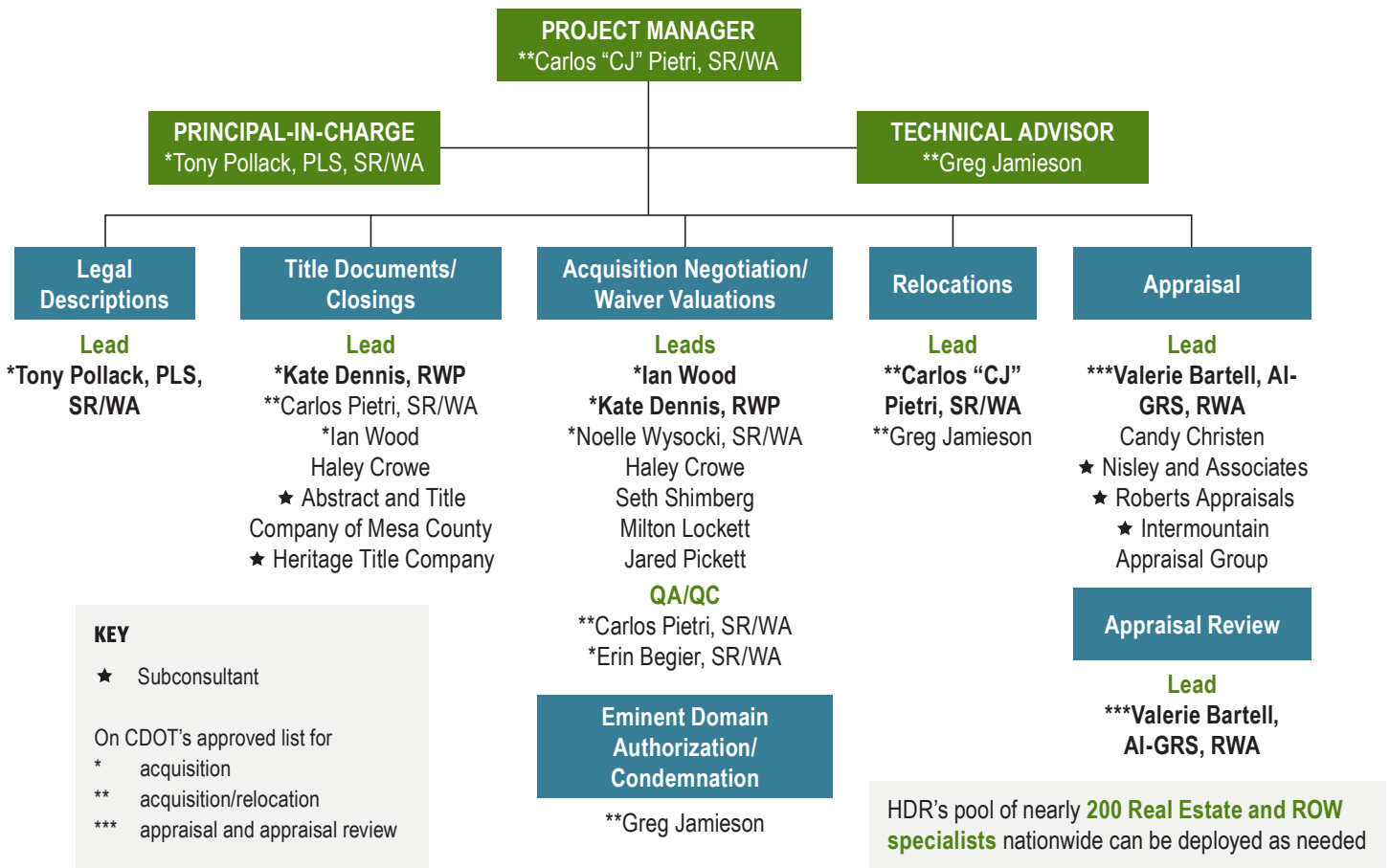


Qualifications, Experience, Credentials

1. Qualifications and Prior Experience

Our real estate and ROW professionals act as advocates for our clients' projects while being sensitive to the particular concerns of property owners and occupants. Our individual staff's experience, professional skills, past projects, and innovations create a team ideally suited for the City's Professional ROW Acquisition Services 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



Project Team

HDR's ROW team has worked together on projects for local governments and CDOT, including projects similar to the projects expected under this contract. 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.

Key Personnel



CJ Pietri | Project Manager

CJ has been with HDR for eight years and is a real estate services agent with 15 years of experience. He is an exceptional ROW Project Manager and our most experienced relocation expert. CJ has effectively delivered numerous ROW projects for our municipal clients, including many with aggressive schedules. He has completed and managed numerous Uniform Act business relocations, residential relocations, and personal property relocations. CJ specializes in ROW project management; landowner negotiation; waiver valuations;

property closings; business, residential, and personal property relocation; QA/ QC; and title review.

Relevant Experience:

- Successful ROW project manager or assistant project manager for City of Durango, Improvements to CR 251 and 250, Adams County, Pecos Street 52nd to 58th Avenue, and York Street, 78th to 88th Avenue; Commerce City, 104th Avenue and Belle Creek Boulevard; CDOT, Colfax ADA Curb Ramps; and CDOT SH 72 Permanent Flood Repairs. CJ is also completing management of the Adams County Berkeley Gardens project, where he and his team are completing the successful acquisition of". Delete: "successfully acquired 250+ parcels. CJ incorporated HDR's strategic communications team to effectively respond to landowners' initial pushback to the project.
- Effectively valued and successfully negotiated the acquisition of parcels that assisted with timely clearing ROW for Douglas County, US 85 Highlands Ranch Parkway to C-470; Adams County, Pecos Street, 52nd to 58th Avenue; City of Wheat Ridge, Wadsworth Widening, 35th Avenue to I-70; CDOT, US 34 Big Thompson Canyon Permanent Flood Repairs; and Minturn, Main Street Sidewalk. CJ also effectively completed business and personal property relocations for the City of Wheat Ridge, Wadsworth Widening project.

Unique Knowledge:

- Excellent ROW project management skills, organized, high attention to detail, and creative problem solver. CJ has a straight forward approach with clients, landowners, and the ROW team that consistently yields success.
- 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.

I want to thank CJ, and the rest of the HDR team for putting together the presentation, sending out the mailers, postcards and the placement of the neighborhood signs for our meeting last night. As Greg mentioned below, we did connect with the neighborhood and was able to relay the message of the ROW process.



Ian Cortez, PLS, RWA

Right-of-Way Supervisor, Public Works

ADAMS COUNTY, COLORADO



Tony Pollack | Principal-in-Charge

Tony has 25 years of experience working in ROW and land surveying in the transportation and energy sectors. He brings a broad range of experience managing teams of ROW agents, appraisers, surveyors, environmental specialists, and title services in many different types of projects. Tony is responsible for advising our clients on technical issues while supporting our teams with project management, contractual obligations, staffing, budget oversight, and quality control. Tony is approved by CDOT to perform ROW acquisition on

CDOT projects, and local agency projects requiring CDOT oversight.

Relevant Experience:

- Served as principal-in-charge on Adams County, 73rd Ave., Washington to Race Street; City of Fort Collins, Halligan Reservoir; and Adams County, 2022 Street Paving project.
- Tony has been successful in building strong relationships and fostering trust with our clients. He is instrumental in providing support to our project managers and teams by providing advisory services, contract compliance, project execution planning, quality control and training.
- Tony spent five years working for the City of Grand Junction's real estate department as a surveyor, real estate technician, and ROW Agent.

Unique Knowledge:

- Tony's unique background as a land surveyor and ROW agent adds value to HDR's team by providing our clients with advice and guidance on the ROW process, from project inception to completion.

CDOT Approved List:

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



Greg Jamieson | Technical Advisor

Greg has 23 years of experience effectively managing the ROW process for capital improvement projects, and has been with HDR for nine years. His teams have obtained ROW for capital improvement projects for City of Fort Collins, CDOT, Durango, Evans, Wheat Ridge, Arvada, Commerce City, Englewood, Denver, Colorado Springs, Lone Tree, Minturn, Idaho Springs, Arapahoe County, Douglas County, and Adams County. The services provided to many of these clients have been pursuant to ROW on-call contracts.

As a former CDOT ROW Manager, Greg was responsible for CDOT's federal-aid program for local agencies in the Denver metropolitan area. In this role, he assisted several local agencies in delivering ROW for their federal-aid projects. He also gained valuable property management experience in this role. Greg specializes in working with his clients to analyze, plan, and implement effective cradle to grave ROW processes to timely deliver ROW by construction deadlines consistent with federal-aid or non-federal-aid requirements, as each project requires.

Relevant Experience:

- Greg's experience includes the 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; and North I-25, Segment 6 CM/GC project; Arapahoe County, Inverness Drive West Bikepath, and City of Englewood Project Improving the Southern Stormwater System; 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 governments' 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 assisted CDOT Region 3 in Grand Junction in implementing this Pilot ROW Program, which has now been accepted in the CDOT ROW Manual as a viable streamlined ROW process for curb ramp project.

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.



Valerie Bartell | Appraisal Lead

Valerie is an appraiser with a Colorado Certified General Appraisal License who has seven years of experience preparing appraisals and performing Uniform Act appraisal review. The valuation services Valerie provides includes preparing appraisals, assisting with preparation of waiver valuations, preparing acquisition budgets for transportation and utility projects, and Uniform Act appraisal review. Prior to joining HDR, Valerie was formerly a CDOT Appraiser II and Appraisal Supervisor. Valerie is approved by CDOT to provide federal-aid

appraisal and appraisal review for CDOT and Colorado public agencies.

Relevant Experience:

- Valerie performed URA appraisal review for appraisals for the property acquisitions necessary to widen Wadsworth Boulevard between W. 35th Avenue and I-70 in Wheat Ridge.
- Valerie performed URA appraisal review for appraisals for the property acquisitions necessary to improve transportation safety, reliability, and mobility along the City of Aurora/CDOT I-70 and Picadilly Road corridor.
- Valerie timely prepared and delivered appraisals for Arapahoe County, Inverness Drive West Bikepath Project and Jefferson County, JC-73, Buffalo Park to Plettner Lane Project. She also prepared appraisals for the Town of Vail for CDOT disposal parcels the Town was interested in acquiring. Such appraisals were necessary for approval by the Town Counsel of the purchase price for the parcels. She also prepared appraisals of various parcels of property for the City of Commerce City, Bradley Heights Metropolitan District No. 2 and XCEL Energy.



Kate Dennis | Title Documents/Closings Lead

Kate is a Real Estate and ROW Agent who specializes in land rights negotiations, property closings, and title review. Prior to HDR, Kate worked as both a residential and commercial escrow officer at various title companies for over 17 years. Her title background greatly assists with difficult landowner negotiations and has proven invaluable as it pertains to seeing acquisitions seamlessly close with title companies. Kate has demonstrated her effectiveness at negotiation acquisitions from a multitude of different people and entities in both rural

and urban settings.

Relevant Experience:

- Kate timely negotiated the acquisition of parcels needed for the City of Colorado Springs, Circle Drive Bridge Replacement project, including a constructive negotiation with a Fortune 500 company and a national storage company.
- On City of Wheat Ridge's, Wadsworth Blvd Widening, Kate timely negotiated the acquisition of parcels needed for the project that included working out parcel dedications needed from four landowners. She also facilitated title review and title company closings of acquisition parcels acquired from 55 landowners.
- Kate was the Deputy Project Manager, Real Estate Specialist, and Closing Specialist for an Arapahoe County project that is constructing a commuter bike path and new roundabouts for a segment of Inverness Drive West. Kate effectively managed and delivered this project to timely support the construction schedule. Kate effectively implemented an acquisition incentive program for the project. This was the first Arapahoe County project to use an acquisition incentive program.

Unique Knowledge:

- Valerie brings insight from her role at CDOT as the Region 1 Appraisal Supervisor.
- Valerie was appointed by the governor of Colorado to the State Board of Assessment Appeals in 2020.
- Valerie is on CDOT's approved list for preparing appraisals and providing URA appraisal review.

CDOT Approved List:

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

Unique Knowledge:

- Kate has 17 years of experience working for title companies.
- Kate consistently establishes constructive relationships with landowners. She is organized, considerate, and effectively follows up on issues and concerns which leads to consensual agreements.
- She has the experience and creativity to solve complex closing problems that often arise in partial acquisition closings.

CDOT Approved List:

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

Additional Resources

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

Noelle Wysocki, SR/WA



Noelle is a Senior Real Estate and ROW agent as well as a ROW manager who specializes in land rights negotiations, waiver valuations, title review, regulatory analysis, and analytical skills. Prior to HDR, Noelle was a Senior Land Acquisition Agent and a Petroleum Landman in

Oil and Gas.

Ian Wood



Ian is an experienced ROW project manager and real estate specialist with a proven record of delivering reliable waiver valuations and effectively negotiating the acquisition of ROW parcels needed for transportation projects. Ian also has experience in title and ownership

determinations, land-use, zoning reviews, right-of-entry requests, permitting, and GIS and mapping coordination.

Milton Lockett



Milton is an initiative-taking ROW and real estate professional with land acquisition experience providing technical and administrative support for municipal, county, and private entity projects throughout Colorado.

Seth Shimberg



As a ROW specialist, Seth can navigate the complexities of acquiring and managing property rights for multi-faceted projects involving ROW. Prior to joining HDR's ROW team, Seth worked in HDR's marketing group wherein he refined his writing and

communication skills.

Candy Christen



Candy is a Commercial Real Estate Appraiser Trainee and Real Estate Agent offering expertise in property valuation and sales. She is skilled in conducting market research, analyzing comparable sales, preparing comprehensive appraisal reports and

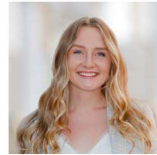
acquisition negotiation.

Erin Begier, SR/WA



Erin is an experienced Real Estate and ROW agent who specializes in advancing early landowner engagement, acquisition negotiation, and QA/QC. Erin has extensive experience in land rights acquisition.

Haley Crowe



Haley is a Real Estate and ROW agent with a proven track record of demonstrating consistency, enthusiasm, and dedication in solving the most challenging acquisition negotiations. She was the lead negotiator on

Fort Collins' City Park Avenue and Mulberry Street Improvement project. She also effectively obtained permissions to enter for a Mesa County project in Grand Junction.

Jared Pickett



Jared is an experienced ROW and real estate professional who, prior to joining HDR, was a successful construction project manager. He is an effective, creative acquisition negotiator who can solve the most difficult negotiations. Jared recently developed innovative waiver

valuation streamlining techniques that the HDR team has adopted and uses.

Devin Burris, RWA



Devin is a real estate and ROW technician who focuses on land rights negotiations, technical organization, and oversight of physical documentation within the office. She uses efficiency in completing tasks in a meticulous and methodical approach.

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. We will work collaboratively with the following list of appraisers.

Nisley & Associates

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

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 has 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.

Intermountain Appraisal Group

Bruce Buchan, President of Intermountain Appraisal Group, has over 45 years of real estate appraisal experience in the major markets of Denver, Seattle, and San Francisco. In addition, his practice included valuations of resort and rural properties within Colorado and western states. Bruce received his B.A. in Urban Planning/Development from the University of Washington College of Architecture and Urban Planning in 1978 and was awarded the MAI designation in 1983 and AI-GRS in 2021. Recently, Bruce spent five years as a review appraiser for the Department of Interior (Appraisal and Valuation Services Office and Office of Valuation Services) primarily working on National Park Service and Bureau of Reclamation UASFLA (Yellow Book) assignments. He is also a former partner of Asset Valuation Advisors LLP, a full-service valuation and consulting firm, while also having worked as a Senior Manager at Laventhol & Horwath - Appraisal and Leisure Time Industry Consulting Division.

Title Companies

Heritage Title Company 330
Grand Avenue, Suite A Grand
Junction, CO 81501

Abstract and Title Co. of Mesa County
128 North 5th Street, Suite 2B
Grand Junction, CO 81501

Past Project Experience

ROW Services for US 6C Clifton Phase 1, CDOT Region 3

HDR's ROW group 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.

A comprehensive report of HDR's analysis and findings was delivered to CDOT, which it used as a decision-making tool to select the preferred alternative. HDR's ROW group was then retained, by CDOT, to negotiate the acquisition of parcels needed from 31 ownerships. HDR worked with CDOT to

effectively resolve several challenging negotiations, including an acquisition of a property in which a U.S. Post Office was located, an acquisition that required an outdoor advertising sign to be moved, and an acquisition that required resolution of a difficult change of access to the property. HDR also completed a business relocation and personal property relocations. The ROW was timely cleared to support the construction schedule. This project illustrates HDR's ROW Group's ability to analyze ROW impacts of project alternatives to be used in alternative selection decision matrices. It also illustrates HDR's ROW Group's ability to effectively work a medium sized Transportation ROW project for CDOT on the western slope.



HDR Team Involvement

Greg Jamieson • CJ Pietri • Kate Dennis

CR 251 & 250 ROW, City of Durango

The project goal is to improve East 32nd Street (County Road 251) from Holly Avenue to County Road 250 that maintains a single lane of traffic in each direction while adding dedicated bike lanes, a shared-use path adjacent to the road, a center landscaped median, improved overall landscaping, and the installation of street lights. HDR was tasked with acquiring parcels from 16 owners including the preparation of eight appraisals and seven Waiver Valuations. HDR worked effectively with the City to get ROW dedicated from two property owners by working with our subconsultant, Animas Surveying, to get plats prepared. HDR successfully acquired property from multiple landowners that did not agree with the project, but were in agreement with it after negotiating some small design changes to lessen the impact on the properties. HDR was able to acquire the necessary property interests to meet the construction schedule.



HDR Team Involvement

CJ Pietri • Ian Wood • Greg Jamieson • Erin Begier • Seth Shimberg • Tony Pollack

ROW Services for the Town's Purchase of CDOT Disposal Parcels, Town of Vail

The Town of Vail (Town) wanted to purchase three separate parcels of excess ROW from CDOT. HDR's ROW group was retained to assist the Town in the acquisitions. Greg Jamieson, who was a CDOT ROW Manager before joining HDR, assisted the Town in understanding and navigating the CDOT disposal process. HDR assisted the Town in obtaining legal descriptions for the parcels to be acquired and worked with CDOT on the review and approval of such legal descriptions. Valerie Bartell, a licensed Certified General Appraiser in HDR's ROW group, prepared and delivered to the Town appraisals of two of the parcels, which were instrumental in the Town's negotiation of the purchase price for the parcels, and approval of such purchase price by the Town Counsel. Greg Jamieson prepared



draft purchase agreements for the acquisitions, which were eventually modified through negotiation with CDOT to be the purchase agreements the parties signed for the acquisitions. One of the parcels to be acquired included reservations by the prior owners, who sold the parcels to CDOT, of a one-foot strip along certain sides of the parcel. HDR researched and found the current owners of these reserved one-foot parcels, which allowed the Town to make offers to purchase such parcels to clean up these encumbrances. HDR's efforts assisted the Town in meeting aggressive timelines for some of the acquisitions. This project illustrates HDR's ROW Group to provide unique, nontraditional ROW consulting services for a western slope municipality. It also demonstrates HDR's Appraisal Group's ability to timely deliver competent appraisals. This project demonstrates HDR's broad ROW experience, which few firms can match.

HDR Team Involvement

Greg Jamieson • Tony Pollack • Valerie Bartell • Candy Christen • Kate Dennis

Widening of Wadsworth Boulevard from 35th Ave. to I-70, City of Wheat Ridge

This project widened Wadsworth Boulevard to six lanes between W. 35th Avenue and I-70, installed new continuous flow intersections at 38th Avenue and 44th Avenue, and constructed various street and sidewalk improvements. HDR's ROW team participated in project development public meetings and drafted the ROW sections of the environmental documents. The team managed preparation of ROW plans and legal descriptions and the appraisal and appraisal review process. HDR conducted acquisition negotiations of parcels from 67 ownerships that are complete and closed. HDR completed six business relocations and one residential relocation. Innovations that compressed the ROW schedule and saved costs included obtaining approval from CDOT to start on certain acquisitions in advance of the project environmental clearance, so business relocations that were long lead items were started earlier in the ROW process, expanded use of waiver valuations, an acquisition incentive program, and HDR assisted the City in obtaining a conditional ROW clearance from CDOT to meet the project's federal-aid funding deadlines. This project illustrates HDR's ability to effectively deliver a very large ROW project for a municipality and to effectively manage, cradle to grave, all phases of a large project including ROW plans, appraisal and appraisal review and waiver valuations, acquisition negotiation, and business and residential relocation.



HDR Team Involvement

Greg Jamieson • Ian Wood • CJ Pietri • Kate Dennis • Erin Begier • Valerie Bartell

ROW Acquisition and Appraisal Services for the Berkeley Gardens Neighborhood Improvements, Adams County

HDR is providing ROW acquisition and appraisal services for the Berkeley Gardens Neighborhood Improvements that will improve roadways between Lowell Boulevard and Federal Boulevard, from West 52nd Avenue to West 55th Place, north of Regis University. The improvements will impact approximately 196 property owners. HDR is providing ROW services for the acquisition of strip acquisitions, permanent easements and temporary construction easements. HDR is providing right of entries for surveying, survey staking of the boundary of the acquisition parcels, valuation of such parcels and services to negotiate the acquisition of such parcels. CJ Petri has provided expectational project management for this project. He created communication tools to timely obtain the many County approvals needed for the project and keep the County up to date on the status of the ROW acquisition. At the County's request, HDR brought in its strategic communications team to respond to and address landowner opposition to the project. An effective public involvement plan was developed and implemented, which successfully addressed such opposition. HDR's experienced acquisition and valuation team assisted the County in finding creative solutions to several challenging acquisitions. This large project is almost complete. The ROW is anticipated to be timely cleared to support the construction schedule.



HDR Team Involvement

CJ Pietri • Valerie Bartell • Greg Jamieson • Seth Shimberg • Milton Lockett • Noelle Wysocki • Haley Crowe • Jared Pickett

Project Improving the Southern Stormwater System, City of Englewood

HDR was the design firm for this project that will significantly modify the South Englewood Basin stormwater system for the City of Englewood to eliminate substantial historic flooding. A key feature of the project will be the construction of a new stormwater detention facility. HDR's ROW team defined, valued, and negotiated the acquisition of the parcels needed for this stormwater detention facility. HDR worked with the Englewood City Attorney to resolve a challenging acquisition of a total ownership. HDR relocated two businesses that were displaced by the acquisition. HDR worked collaboratively with a landowner and the City to convince the landowner to sell a portion of his property needed for the pond, overcoming his initial reluctance to sell any portion of his property. HDR also effectively acquired a permanent easement from a large corporation for a new segment of storm sewer.



This project demonstrated the HDR ROW group's ability to provide ROW services for stormwater projects and to effectively negotiate consensual agreements without using eminent domain to resolve challenging acquisitions.

HDR Team Involvement

Greg Jamieson • Ian Wood • Kate Dennis • Seth Shimberg • Valerie Bartell

ROW Acquisition for US 24, Minturn Main Street Pedestrian Project, CDOT Region 3

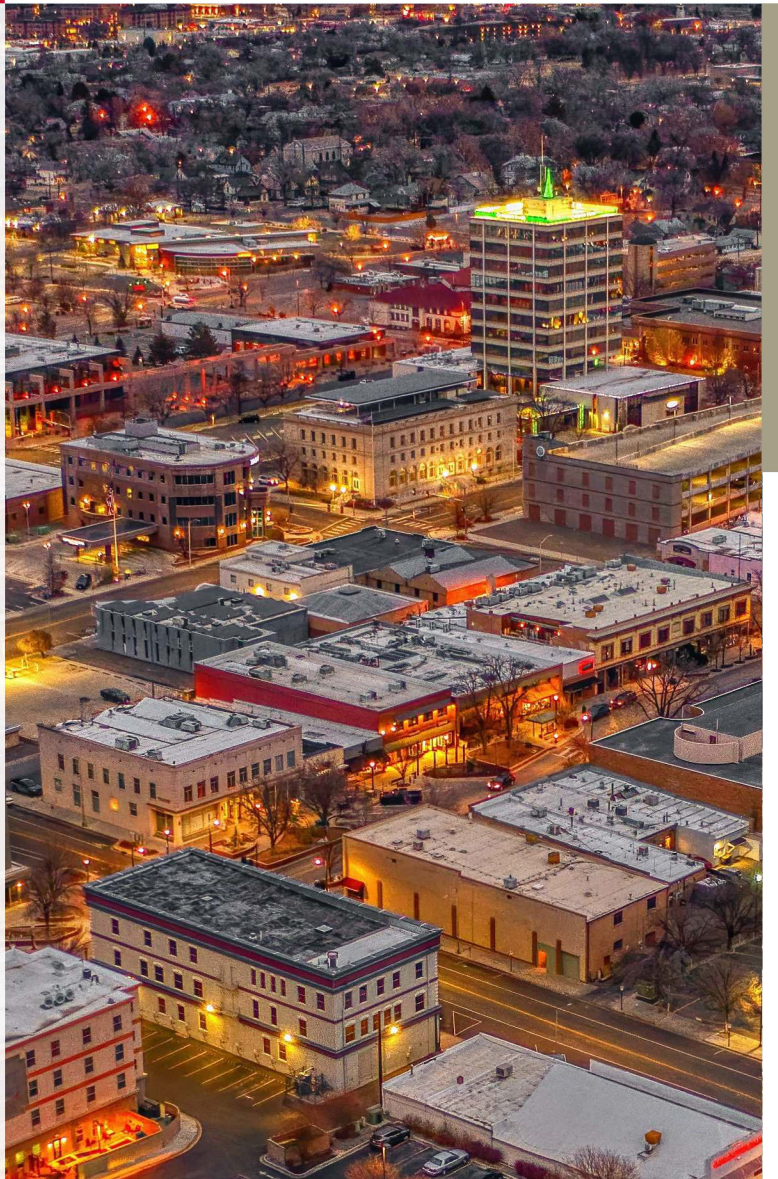
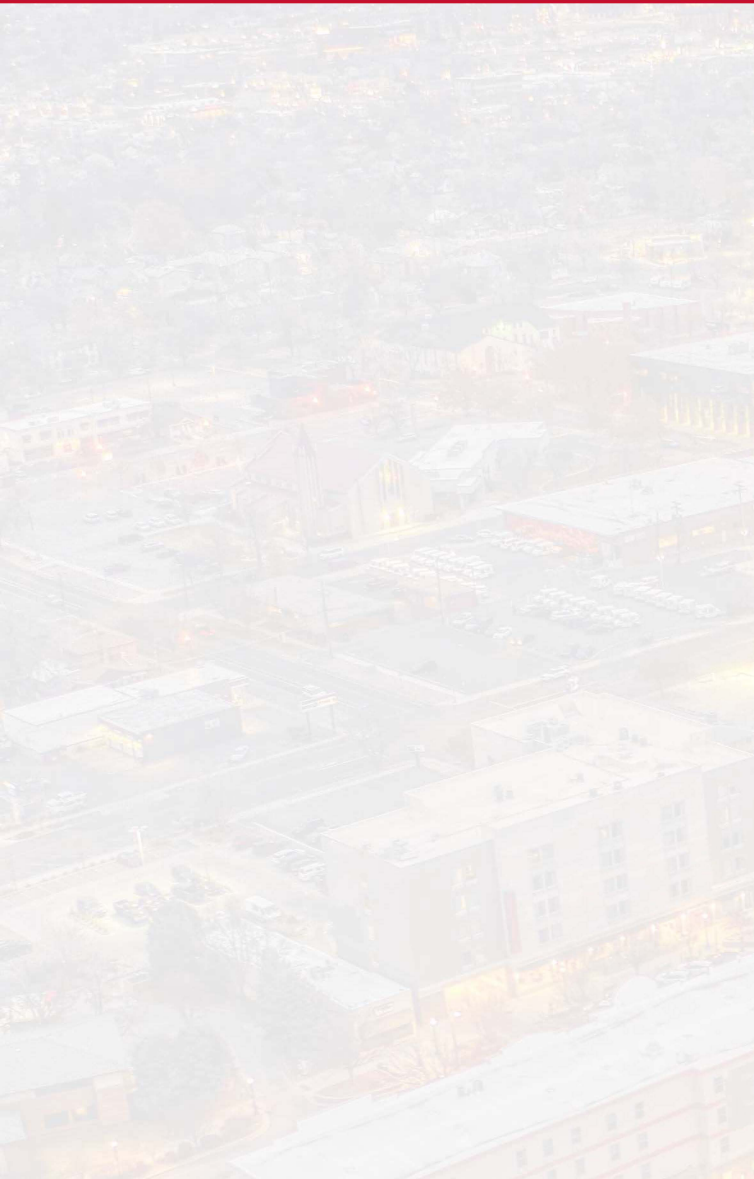
The Town of Minturn's Main Street Pedestrian Project, in conjunction with CDOT's curb ramp and resurfacing project, improved transportation for pedestrians, bicycles, commercial vehicles, and passenger vehicles by constructing significant improvements to Minturn's Main Street (Highway 24). HDR was retained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

HDR Team Involvement

Greg Jamieson • CJ Pietri



C. Strategy and Implementation Plan



Strategy and Implementation Plan

1. Project Understanding

In 2019, the registered voters in the City of Grand Junction passed ballot Measure 2A, allowing the City to bond for \$70 million for transportation projects including roadway, sidewalk, pedestrian, and bikeway projects. It is our understanding that the City is continuing to invest those funds and anticipates five to seven projects that may require ROW services from 5 to 40 ownerships over this contract period. Some of these projects may include: 26 1/2 Road, Horizon Drive to Summerhill Way; 24 1/2 Road, Patterson to G 1/4 Road; and Highway 50 at Palmer Street Intersection Improvements. In addition, the City may request additional ROW services for projects funded by future budget cycles.

The City is interested in retaining ROW firms that can provide comprehensive cradle-to-grave ROW services for large projects and scalable acquisition and valuation services for smaller projects requiring a rapid response. The ROW services needed for larger projects may include: ROW project management, obtaining and analyzing title commitments, reviewing and commenting on ROW plans and legal descriptions, providing or assisting with parcel valuations through waiver valuations or appraisals, providing or assisting with appraisal review, acquisition negotiation, coordinating closings, and providing residential or business relocation services, if needed.

The ROW services to be provided shall be completed 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 (URA) and follow CDOT ROW policies and procedures, including Chapter 8 of the CDOT ROW Manual. ROW acquisition services shall follow all internal policies and procedures of the City and/or CDOT and shall be coordinated with and subject to the City and/or CDOT Region ROW staff. ROW services shall be performed by individuals who have been qualified by CDOT to perform ROW services.

Property valuation and acquisition are in the critical path of most capital improvement projects. The HDR ROW team's goal is to remove property valuation and acquisition from the critical path through teamwork, efficiency, and innovation. In order for these projects to be successful, the City needs a ROW consultant with a proven record of delivering high-quality ROW services for large programs. HDR is this consultant. HDR's ROW group has provided valuation, property acquisition and relocation services under on-call contracts to the following municipal clients: City of Fort Collins, City of Commerce City, City of Arvada, City of Wheat Ridge, City and County of Denver, City of Aurora, and City of Colorado Springs. We have also provided property appraisal services, appraisal review, property acquisition, and relocation services under on-call contracts to CDOT, Douglas County, and Arapahoe County. HDR will work effectively with the City's real estate team, design team, survey team, and affected landowners to timely deliver the ROW needed for the City for any projects HDR is retained to provide ROW services. We have the resources to manage multiple projects simultaneously and we have extensive experience in assisting clients to streamline the ROW process to meet aggressive schedules and achieve important milestones.



24½ Road Corridor



Highway 50 and Palmer Street Intersection

2. Strategy

HDR has the expertise, staffing resources, and innovation to timely and effectively deliver the ROW needed for the City's 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.

HDR's 18-person ROW team, one of the largest ROW consulting groups in Colorado, led by Project Manager CJ Pietri, has ample capacity to effectively work on numerous projects concurrently. This team includes considerable subject matter expertise that few ROW consultant firms can match.

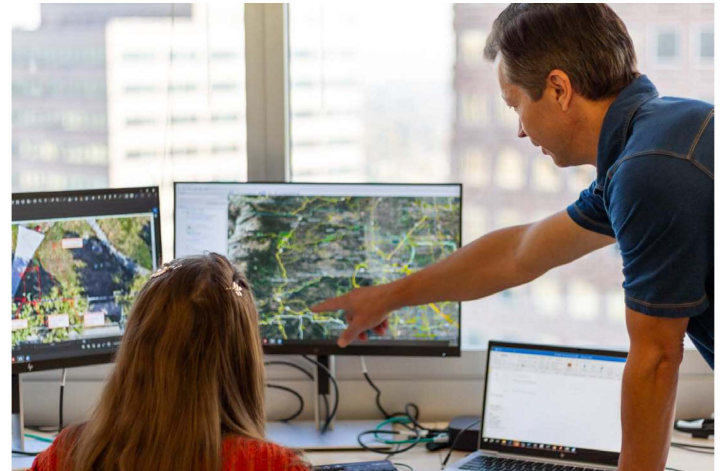
CJ Pietri has effectively managed numerous ROW projects for HDR's local government clients. He has a proven track record of timely delivering ROW to meet the most aggressive schedules. CJ's recent successes include leading a team that delivered ROW for the City of Durango for a complex fast tracked transportation project and leading a team that is currently finalizing and a very large project for Adams County that required acquisition from over 200 landowners, that will transform a neighborhood north of Regis University. CJ also has extensive residential and business relocation experience.

Principal-in-Charge, Tony Pollack, is a licensed Professional Land Surveyor who has experience working in the City of Grand Junction's Real Estate Department, in addition to a wealth of experience successfully leading numerous ROW projects and programs for transportation, resources, and water projects in Colorado and other parts of the United States.

Technical Advisor, Greg Jamieson, has 14 years of experience as a CDOT ROW Manager and five years of experience as an Assistant Attorney General representing CDOT in eminent domain actions, prior to HDR.

Valerie Bartell has a Colorado Certified General Real Estate License and is on CDOT's approved list to prepare eminent domain appraisals and provide URA appraisal review for federal-aid projects. Valerie and her team consistently provide high quality appraisals, appraisal review, and valuation consulting services for HDR's many municipal clients.

Kate Dennis has 17 years of experience in the title industry performing closings and resolving a wide variety real estate acquisition issues.



With our team's strengths and resources, we have the ability to provide ROW services scalable to a broad range of projects, including 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.

Project Management

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 for our municipal clients, thereby compressing project schedules and reducing project budgets by effectively using incentive programs, aggressive use of waiver valuations, and conditional ROW clearances. We will recommend such innovations for use on City projects.

With our experience, 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.

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.

Interaction with the City and Oversight Activities

Prior to beginning any ROW assignment, HDR will meet with City staff and attorneys to discuss project goals and timelines, forms to be used, and develop an effective approach to define, value, and acquire the ROW within key project milestones. HDR's activities will be coordinated by, HDR Project Manager, CJ Pietri. CJ will work closely with the City's project manager to effectively deliver the ROW in full compliance with City requirements and procedures. CJ will attend project review meetings, provide oversight of project field activities and schedule updates. Initial project meetings will also provide an opportunity to gain concurrence from other key City staff and third-party agencies. Real estate closing shall be under the supervision of CJ and Kate Dennis, our closing specialists. Principal-in-Charge, Tony Pollack, and Technical Advisor, Greg Jamieson, will work closely with CJ and his team to verify that he has all the resources needed to deliver the high-quality ROW services that the City requires. Tony and Greg will also provide assistance to CJ's teams to solve complex issues and Tony and Greg are available for consultation with the City on any ROW matters. Relationships with our clients is the cornerstone upon which our ROW business is built.

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 survey, design, environmental, utilities, and other project personnel and effectively communicate internally to manage these hand-offs to eliminate inefficiencies. 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 landowners, and promote public confidence in the ROW acquisition process.

Quality Assurance and Records Management

Every City project calls for a high level of accountability, and HDR's attention to detail and adherence to standards leads to successful outcomes. HDR shall furnish the City with a comprehensive Quality Assurance Program Plan for conducting weekly reviews of all work related to a specific project/parcel. These reviews shall encompass reviewing files, both completed and those with ongoing activities, to verify the thoroughness of activities being provided. Additionally, bi-weekly reviews of activities will be conducted by HDR with the City to communicate up-to-date status of all pending activities.

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

I appreciate all that HDR does for Region 5. I too will be happy to have this one in the archives.

Thanks again,

Ralph Campano

Region 5 Right of Way
Acquisition Manager



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. Our HDR ROW project manager 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 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.



3. Implementation

Acquisition Services

Title Services

The first step in most ROW processes is to obtain title information for the affected ownerships. Title commitments are usually obtained for 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 that the City determines need 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.

ROW 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 of one-page illustrations of the temporary parcel as the primary document defining the parcels to be acquired. HDR, 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 and Appraisal Services

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 will verify accurate just compensation valuations that meet URA and CDOT policy and process standards.

HDR's valuation team is blend of HDR's in-house appraiser, Valerie Bartell, and local appraisers in the City, familiar with the City's property values. All of the appraisers on our team are on CDOT's qualified appraiser list.

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 are prepared mainly by appraisers familiar with the City of Grand Junction real estate market., Valerie Bartell 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. Valerie has effectively managed this effort for many projects, both large and small. Valerie is on CDOT's approved appraisal review list, and can 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 \$5,000 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.



HDR will, 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 of less than \$5,000. The value findings shall be prepared under Chapter 4 of the CDOT ROW Manual. Where projects rely solely on City funding, waiver valuation limits may be amended, at the direction of City staff and management.

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 typically suggests. HDR's ROW staff has considerable experience preparing waiver valuations 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 the land use types in the City.

Acquisition Services

As soon as possible, after receiving notice to proceed from the City project manager, HDR will initiate contact with all persons having an interest of record (Owner) in any parcel to be acquired. HDR may initiate contact either in person, by telephone, by certified mail, return receipt requested, or by express mail. Before leaving the first meeting, the real estate specialists will explain the timing for future contacts and meetings. In conjunction with the initial contact, HDR will 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 according 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 or a PDF of the appraisal as directed by City staff, 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 possible, upon receipt from each owner, HDR will deliver two copies of each owner appraisal or a PDF of the appraisal as directed by City staff, 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 when applicable. The City project manager will also arrange for payment of the owner's appraisals upon CDOT's review and acceptance of the owner's appraisal.

After the offer amount to be made is determined, HDR will conduct acquisition negotiations. HDR will assign the parcels to be acquired to an HDR real estate specialist upon receipt of the City's reviewed and approved fair market value determination. HDR's real estate specialist shall, before contacting the owner to make the offer, thoroughly review and become familiar with the project-related information furnished by the City including, but not limited to, legal descriptions, project design plans, title commitments, appraisal reports, and the available CDOT acquisition and relocation forms and brochures. If the owner claims to be represented by another party, including an attorney, HDR will obtain from the owner a letter of representation before 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. HDR'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. Offer letter;
2. Summary Statement of Just Compensation;
3. Memorandum of Agreement;
4. Brochure explaining CDOT's acquisition program;
5. Federal Form W-9;
6. Demographic Information Form; and
7. Self-addressed, postage-prepaid return envelopes.

The foregoing documents will provide sufficient information so the owner can make a reasonable judgment concerning the offer amount. The following minimum information will 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 for 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 that 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 interests in the property, e.g., a tenant-owned improvement, and indicate that such interest is not covered by the offer.

HDR'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.

HDR will 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, HDR will notify the City project manager. Upon the owner's acceptance of the offer, HDR will 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 # 232), and, for properties encumbered by Deed(s) of Trust, an Owner Authorization Letter and any other appurtenant documents. After execution of the foregoing documents, together with a completed "County Tax Pro-roration Request" (CDOT form # 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, HDR 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, HDR will, 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.

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 HDR, who shall coordinate the closing with the assigned title company and secure a signed "Escrow Instructions and Receipt of Warrant" document. Liens shall be released/satisfied and recorded before the disbursement of the warrant unless otherwise directed by the City project manager.

The City and/or 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, HDR will 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 HDR. In instances where the settlement is over \$5,000, HDR will not close and will not disburse funds directly to the owner. The services to be provided by HDR may include:

- a) updating title commitments to the time of closing and securing a title policy on fee-taking parcels, which include legible copies of supporting documents referenced therein;
- b) coordinating and reviewing closing documents for quality assurance purposes; and
- c) attending closings with the assigned title company and verifying that documents are executed properly, all liens are satisfied/released, taxes and assessments are paid before 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 by HDR on closings. Once in final form, they will be provided to the City for final approval before disbursement of funds.

In cases when the City determines that settlements are within applicable guidelines that permit the HDR to perform closings without the services of a title company, the HDR will update existing title commitments, perform the closings, and provide copies of recorded documents as requested by the City. HDR will 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, verifying all documents are executed properly and all liens are released/satisfied before disbursement of the warrant, and verifying that the appropriate documents are recorded promptly after closing and returned to the City project manager. Closing documents will be reviewed by the City project manager before disbursement of funds unless it is determined otherwise by the City project manager.

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
- Arapahoe County, Inverness Drive West Bikepath
- Adams County, ROW for ADA Curb Ramps for 2022 Street Paving Project
- 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 the US 85 project, which was very successful.)

HDR recommends that the City consider using acquisition incentives.

Kate Dennis 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.

Innovative Methods

HDR has successfully used innovative methods to streamline the ROW process on many projects including using ROW acquisition incentive programs, using waiver valuations instead of appraisals for valuation 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 these innovations for certain kinds of projects.

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 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.

HDR's primary goal in ROW projects is to work effectively with landowners to obtain mutual 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 the owner refuses to accept the final offer and the City authorizes HDR to move to condemnation, 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, following the schedule provided by the City project manager. If required, an Agreement for Possession and Use (CDOT Form # 228) may be obtained from the owner before filing a request for condemnation. The use of this form and process will 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, HDR will be available to assist in any aspect of the condemnation proceeding, including the review of the negotiations through litigation under the terms of the Consultant's contract and RFP.

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

Relocation Services

HDR's team has experience with business and residential relocations. Greg Jamieson has managed a number of large ROW acquisition/ relocation projects. CJ Pietri is the HDR relocation lead and subject matter expert. Greg, and CJ are on CDOT's approved list to provide relocation services.

Being displaced by a project acquisition and having to be relocated is challenging for the occupants that are displaced. HDR's relocation specialists are familiar with these challenges and will take the time necessary to provide advisory services to any displaced occupants so they understand the relocation benefits they are entitled to under the URA program. HDR's relocation team will also work with the displaced occupants to obtain necessary documents so the displacee can receive their benefits and timely find, secure, and get moved into a replacement property.

Relocation services shall be performed by HDR personnel who have been qualified by CDOT to perform relocation functions. Relocation services will 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 ROW Manual. Relocation services will follow internal policies and procedures of the City and/or CDOT and will be coordinated with and subject to approval by the City and/or CDOT Region ROW staff.

HDR 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. HDR 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 project office location (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, HDR will 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.

Eligibility and Computation of Entitlements.

HDR will obtain bids following procedures in the CDOT ROW Manual, Chapter 5. The inventory, determinations, claims, and supporting documents shall be prepared by HDR and submitted to the City or CDOT Region project manager for review and approval following the City and/or CDOT's procedures. Upon approval by the City and/or CDOT, HDR's Real Estate Specialist shall obtain claim form signatures and return the forms for warrant request.

Advisory Assistance and Notices.

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

HDR will fully explain the specific benefits the displacee is entitled to receive and the process which must be followed to receive the maximum entitlements. HDR's Real Estate Specialist shall caution the displacee not to move before its eligibility and entitlement letter and in accordance with applicable procedures.

HDR will prepare and provide the ninety (90) day and thirty (30) day vacancy notice to the landowner/tenant in accordance with City and/or CDOT procedures.

Application for Relocation Benefits.

Once the determination has been performed, the HDR will assist the displacee in obtaining the documentation necessary to receive its 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, HDR will maintain a detailed, typed report of all contacts made and services provided to the displacee. HDR will use the same Real Estate Specialist to negotiate and provide relocation advisory assistance and relocation payment claims.



4. 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 and Metes and Bounds Parcel Descriptions

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

Valuation

Waiver valuations (no appraisal) for parcels with an estimated value 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

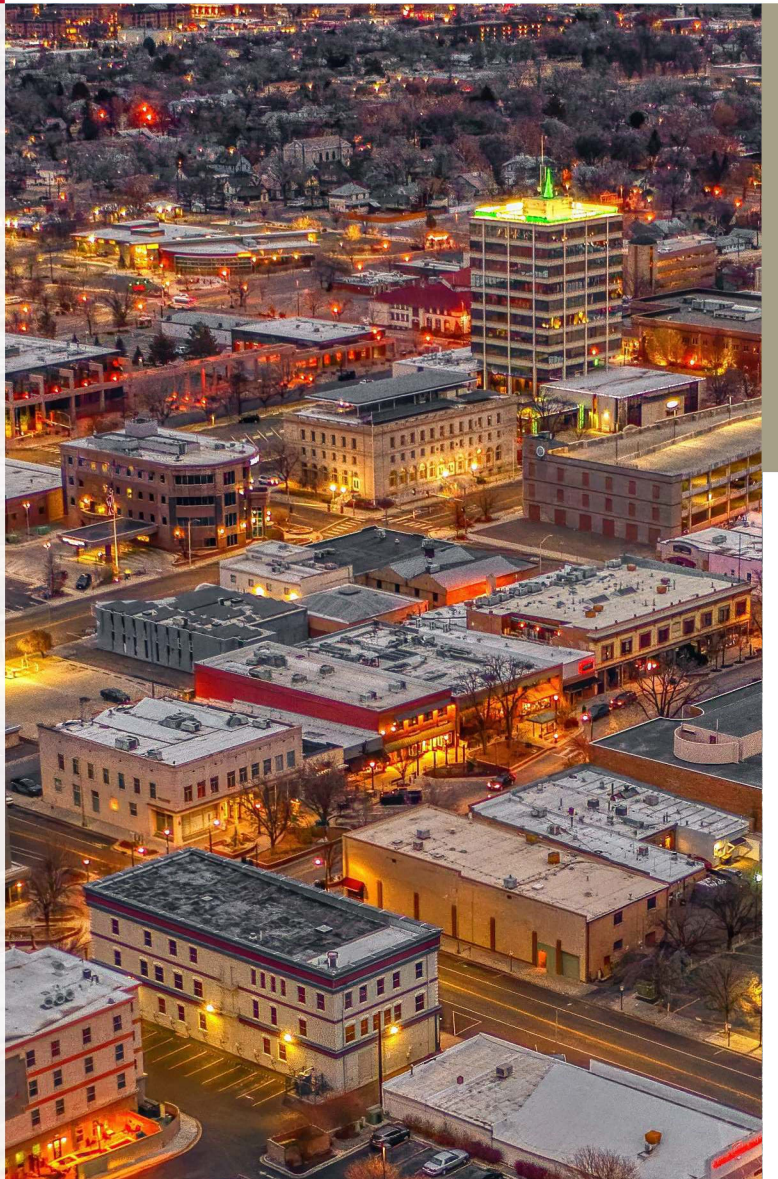
- Notices of Interest
- Offer packets
- Negotiation logs
- Memorandum of agreements and other documents evidencing agreements reached with landowners
- Closing packets including final recorded conveyance document including deeds and easement agreements
- Requests for filing condemnation, if needed
- Final acquisition files for delivery to the City

Summary

HDR has the expertise, experience, and innovation to effectively execute ROW acquisition services for the City's proposed projects. **The HDR difference will result in a shorter ROW process and opportunities for cost savings along the way.**



D. References



References

1. Adams County

Ian Cortez, PLS, RWA
ROW Supervisor, Public Works
4955 E 74th Avenue
Commerce City, CO 80022
Cortez@adcogov.org
720.523.6835

Projects: 1. Berkeley Gardens

Valuation and Acquisition Services for a project improving 7 streets within the Berkeley Gardens Neighborhood, north of Regis University. HDR provided valuation and acquisition for services for ROW parcels acquired from 196 owners. HDR also provided assistance with public involvement efforts for the project. This project is nearing completion, but is not yet final.

Project Dates: April 2022 through current

2. 2022 Street Paving Project

Valuation and Acquisition Services for project upgrading curb ramps at numerous locations so that they comply with the ADA. HDR provided valuation and acquisition for services for ROW parcels acquired from 71 owners. HDR assisted the County in developing its first acquisition incentive program to be used on a ROW acquisition project.

Project Dates: March 2023 through current

3. Pecos Street, 52nd Avenue to 58th Avenue

Valuation and Acquisition Services for a project improving Pecos Street, from 52nd Avenue to 58th Avenue. HDR provided valuation and acquisition for services for ROW parcels acquired from 32 owners.

Project Dates: November 2020 through May 2022

4. York Street, 78th Avenue to 88th Avenue

Valuation and Acquisition Services for project improving York Street, from 78th Avenue to 88th Avenue. HDR provided valuation and acquisition for services for ROW parcels acquired from 54 owners.

Project Dates: August 2020 through August 2021

2. City of Durango

Owen Tallmadge
Natural Resource Manager
1235 Camino Del Rio
Durango, CO 81301
Owen.tallmadge@durangogov.org
970.764.7123

Project:

1. Valuation and Acquisition Services for project improving CR 251 and CR 250

HDR provided valuation and acquisition for services for ROW parcels acquired from 16 owners. HDR also provided assistance in preparing final land plats for two ownerships wherein parcels were dedicated to the City for the project.

Project Dates: July 2022 through June 2023

3. Town of Minturn

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

Projects:

1. Minturn Main Street, SH 24, Phase 1

Valuation and Acquisition Services for a project improving a segment of Main Street (SH 24) in Minturn. HDR provided valuation and acquisition for services for 44 ROW parcels. HDR also provided assistance in an eminent domain matter.

Project Dates: September 2017 through February 2019

2. Minturn Main Street, SH 24, Phase 2

Valuation and Acquisition Services for a project improving a separate segment of Main Street (SH 24) in Minturn. HDR will provide valuation and acquisition for services for ROW parcels needed from 16 owners. This project just started.

Project Dates: December 2023 through current

E. Fee/Price Proposal





Fee Proposal

STAFF CATEGORIES	2024 PROPOSED HOURLY BILLING RATE
Administrative I	\$80.00
Administrative II	\$98.00
Appraiser I	\$122.00
Appraiser II	\$155.00
Project Controller I	\$109.00
Project Controller II	\$125.00
Project Controller III	\$138.00
Project Coordinator I	\$94.00
Project Coordinator II	\$118.00
Project Manager I	\$160.00
Project Manager II	\$175.00
Project Principal	\$260.00
Project Professional I	\$164.00
Project Professional II	\$176.00
Project Professional III	\$189.00
ROW Agent I	\$110.00
ROW Agent II	\$125.00
ROW Agent III	\$140.00
Sr. ROW Agent	\$165.00
Sr. Technical Advisor	\$260.00

Fees shown for subconsultants and expenses will be paid by consultant and passed through to the City with no markup. New rates will be negotiated for future calendar years.

Appraisers

APPRAISAL FIRM	2024 PROPOSED RATES
Roberts Appraisals , Lisa A. Roberts, SRA	
Rate for preparation and delivery of appraisal	\$5,000 to \$7,000/appraisal (depending on number of appraisals in the assignment – economy of scale – and complexity of appraisals assigned)
Hourly rate for condemnation support, if needed	\$250/hr
Nisley & Associates , JP Nisley, MAI, R/W-AC	
Rate for preparation and delivery of appraisal	\$5,500 to \$7,500/appraisal (depending on number of appraisals in the assignment – economy of scale – and complexity of appraisals assigned)
Hourly rate for condemnation support, if needed	\$200/hr
Intermountain Appraisal Group , Bruce Buchan, MAI, AI-GRS	
Rate for preparation and delivery of appraisal	\$5,000 - \$10,000 (depending on number of appraisals in the assignment – economy of scale – and complexity of appraisals assigned)
Hourly rate for condemnation support, if needed	\$300/hr (Principal) \$175/hr (Associate) \$70/hr (Administration)

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



Title Commitments and Closing Fees

Abstract & Title Co. of Mesa County	2024 Rates*
Ownership & Encumbrance Report	\$65 to \$75 per O&E
Title Commitments	\$625 to \$825 per Commitment (includes updates)
Closing Fees *	\$200 to \$400 per closing depending on complexity
Closing Fees *	\$500 to \$600 per closing depending on complexity

Heritage Title Company	2024 Rates*
Ownership & Encumbrance Report	\$10 to \$20 per O&E
Title Commitments	\$550 to \$750 per Commitment (includes updates)
Closing Fees *	\$500 to \$600 per closing depending on complexity

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

* Paid directly by City

Direct Expenses

CATEGORY	COST
Travel Costs	IRS Allowable/At Cost
Printing/Reproduction	At Cost
Fees for Recording Documents	Actual Amount at Cost
Meals	Per Diem/At Cost
Lodging	Actual Amount at Cost
Outside Expenses	Actual Amount at Cost



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.

Comments on the Contract Terms and Conditions

HDR's legal team has reviewed your General Contract Terms and Conditions and we request consideration of the following items. We welcome the opportunity to discuss these suggested revisions further with the City if selected. Additions are shown in **bold green**, deletions are shown with a strikethrough, and comments are provided in *gray italics*.

Location	Section	Suggested Revisions
Page 9	2.26	<p>2.26. Indemnification: The Firm 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 Firm, or of any Firm's agent, employee, subcontractor or supplier in the execution of, or performance under, the Contract which may result from proposal award. The Firm shall pay any judgment with costs which may be obtained by and/or against the Owner to the extent caused by any negligent act or fault arising out of or under the performance or non-performance of the Firm's services.</p>
Page 10	2.32	<p>Remedies: The Offeror and Owner agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code Not Used.</p> <p><i>The UCC covers goods, not professional services.</i></p>
Page 13	3.1(d) and (e)	<p>(d) Professional Liability & Errors and Omissions Insurance policy with a minimum of:</p> <p>ONE MILLION DOLLARS (\$1,000,000) per claim and ONE MILLION (\$1,000,000) aggregate</p> <p>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.</p> <p>(e) Technology-related errors and omissions liability and cyber-liability coverage with limits of:</p> <p>TWO MILLION (\$2,000,000) for each occurrence per claim and TWO MILLION (\$2,000,000) aggregate</p>

HDR has negotiated and entered into contracts with the City on previous ROW on-call contracts.

F. 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 ROW 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.

EXHIBIT 'A'

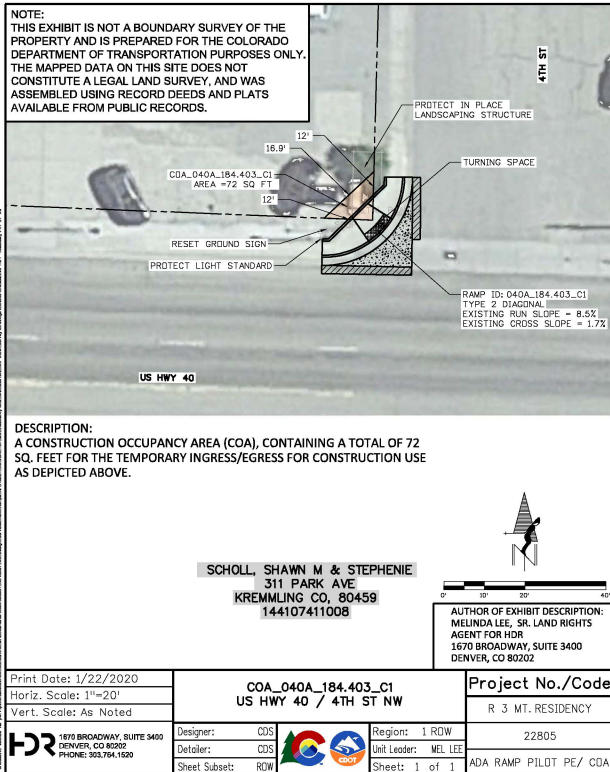
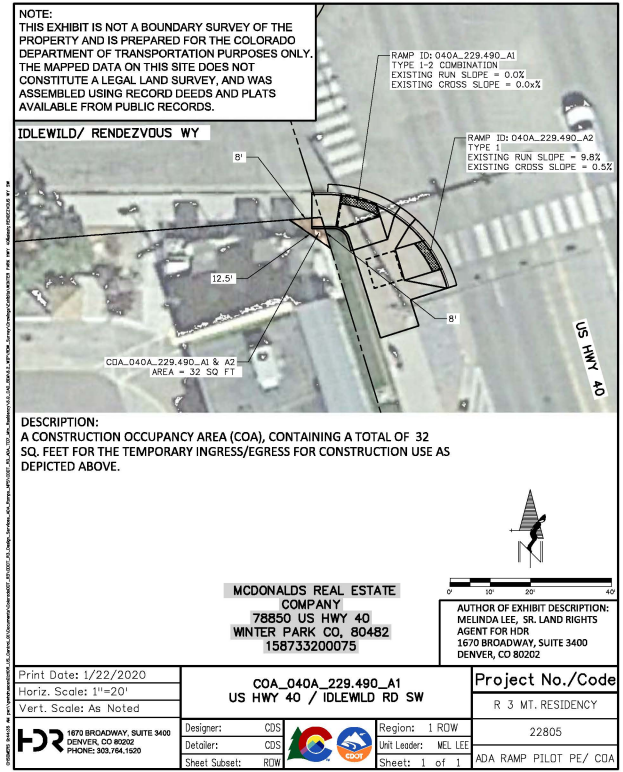
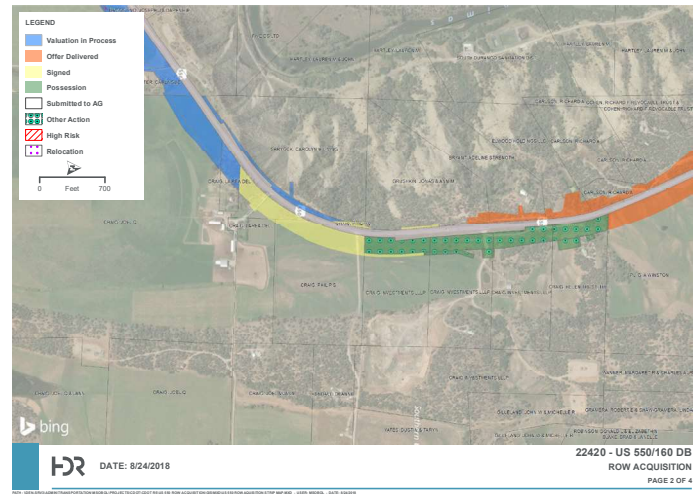
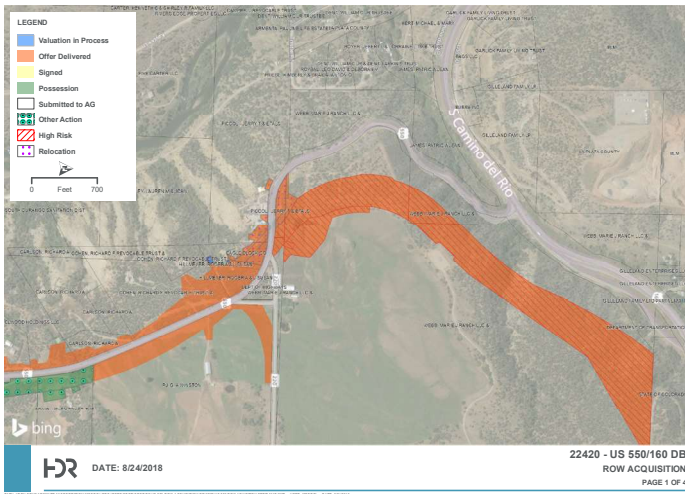


EXHIBIT 'A'



Additional Data

ROW 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 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.



ACTIVITY YOU CAN EXPECT

You may receive a phone call or a friendly knock on your door asking for permission for the utility contractor to enter your property. We greatly appreciate your cooperation and assistance for this task. The timeline below will give you an idea on what activities to expect and when. IREA and contractors will coordinate with landowners on each stage of the project. We are also committed to keeping you informed and updated when any timeline updates occur.

- March 2020 - 2-4 Weeks**
INITIAL DATA GATHERING
 - Outreach with land owners to learn about impacts and needs
 - Contractors walking distribution lines collecting data on existing conditions, landscape, and poles
 - 2-3 people in high-visibility safety vests
 - Vehicles with GPS imagers
 - Survey equipment and photography
- August 2020 - 3 Days**
PRELIMINARY STAKING
 - Placing wood stakes and stakes to visually represent pole locations
 - 2-4 people in high-visibility safety vests
 - Vehicles with GPS imagers
 - Survey equipment and photography
- Potentially Spring 2021 - 3 Days**
CONSTRUCTION STAKING
 - Placing wood line, stakes, and pins that will mark final pole locations for construction
 - 2-4 people
 - Vehicles with GPS imagers
 - Survey equipment and photography
- Potentially Spring 2021 - 1 Day**
PRE-CONSTRUCTION MEETING
 - Meeting with all on-site personnel to discuss any land owner demands and access requirements
 - 4-5 people
 - IREA and/or HDV vehicles with logs and magnets for identification
- Potentially Summer 2021 - Multi-Month**
CONSTRUCTION
 - Constructing new line and removing out the old line
 - 8-10 people
 - Light trucks, trailers, and construction equipment
- Fall 2021 - Multi-Month**
FINAL WALK THROUGH
 - Meeting to walk the power line and address any remaining tasks, restoration or concerns
 - 4-5 people
 - IREA and/or HDV vehicles with logs and magnets for identification

Harris Park Rebuild Update

CONTINUING TO PROVIDE RELIABLE SERVICE

CONTRACT UTILITY WORKERS WILL NEED ACCESS ON YOUR PROPERTY

As part of the Harris Park Rebuild project, HDR Engineering – a utility contractor for Intermountain Rural Electric Association (IREA) – will be conducting data gathering and utility location services that may require access on your property. This work is expected to start the week of March 15, 2020 and will continue through the next several months. The utility contractors will be wearing high-visibility safety vests while performing work.

Harris Park Rebuild Project Area Map

HARRIS PARK REBUILD PROJECT BACKGROUND

IREA, the largest electric distribution cooperative in Colorado, will be rebuilding existing distribution lines and replacing equipment/poles in your area. These changes will improve the reliability to our aging infrastructure and bring the center of our service territory up to our current design standards and code requirements.

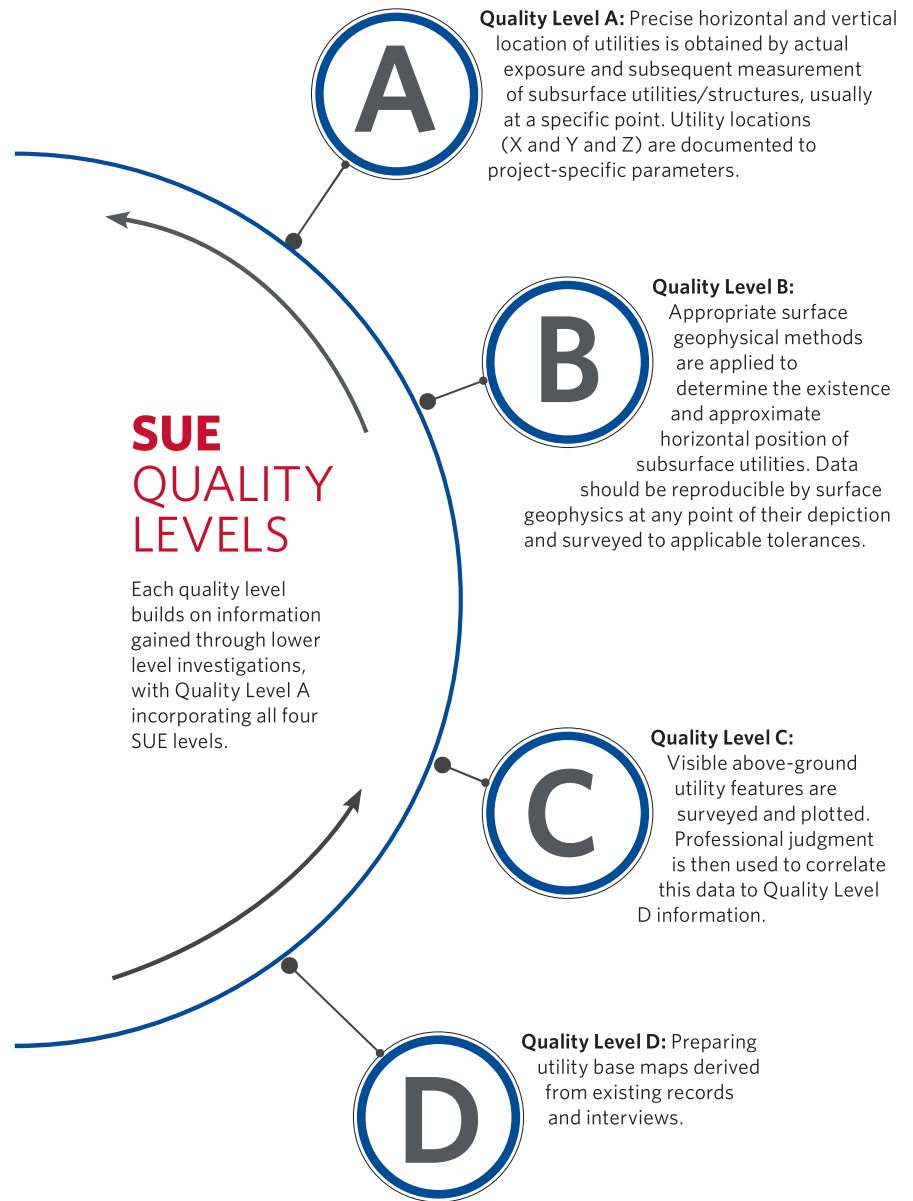
Questions? Contact Brooks Kaufman with IREA at 720.733.5493 or bkaufman@irea.coop

Additional Data

Subsurface Utility Engineering (SUE) and Utility Coordination. HDR has a team of SUE professionals in Colorado with a wide breadth of expertise ranging from utility research and locating through design coordination and construction. Through our work on a variety of utility-related projects, HDR's in-house team of engineers, geophysicists, and GIS professionals offer the experience, technical expertise, and equipment to deliver utility services throughout the project life cycle.

Our SUE team can provide assistance with 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.





1670 Broadway, Suite 3400
Denver, CO 80202-4824
303.764.1520

hdrinc.com

We practice increased use of sustainable materials and reduction of material use.

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/06/2024

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

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

PRODUCER Willis Towers Watson Midwest, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: Willis Towers Watson Certificate Center PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378 E-MAIL ADDRESS: certificates@willis.com	
	INSURER(S) AFFORDING COVERAGE	
INSURED HDR Engineering, Inc. 1917 South 67th Street Omaha, NE 68106	INSURER A: Liberty Mutual Fire Insurance Company NAIC # 23035	
	INSURER B: Ohio Casualty Insurance Company 24074	
	INSURER C: Liberty Insurance Corporation 42404	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER: W32854625** **REVISION NUMBER:**

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


INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y	Y	TB2-641-444950-033	06/01/2023	06/01/2024	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	AS2-641-444950-043	06/01/2023	06/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0	Y	Y	EUO (24) 57919363	06/01/2023	06/01/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N No	N/A	WA7-64D-444950-013	06/01/2023	06/01/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

Certificate Holder is named as Additional Insured on General Liability, Automobile Liability and Umbrella/Excess Liability on a Primary, Non-contributory basis where required by written contract. Waiver of Subrogation applies on General Liability, Automobile Liability, Umbrella/Excess Liability and Workers Compensation where required by written contract and as permitted by law. Umbrella/Excess policy is follow form over General Liability, Auto Liability and Employers Liability.

CERTIFICATE HOLDER

CANCELLATION

City of Grand Junction Attention: Kathleen Franklin 250 North 5th Street Grand Junction, LA 81501	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	---



ADDITIONAL REMARKS SCHEDULE

AGENCY Willis Towers Watson Midwest, Inc.	NAMED INSURED HDR Engineering, Inc. 1917 South 67th Street Omaha, NE 68106
POLICY NUMBER See Page 1	NAIC CODE See Page 1
CARRIER See Page 1	EFFECTIVE DATE: See Page 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Re: Right of Way Acquisition Services RFP-5351-24-KF

Additional Insured: City of Grand Junction, its elected and appointed Officials, employees, and volunteers

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED LOCATION(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Location(s): All locations owned by or rented to the Named Insured
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage **A**, and for all medical expenses caused by accidents under Section I – Coverage **C**, which can be attributed only to operations at a single designated "location" shown in the Schedule above:
1. A separate Designated Location General Aggregate Limit applies to each designated "location", and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
 2. The Designated Location General Aggregate Limit is the most we will pay for the sum of all damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage **C** regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
 3. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the Designated Location General Aggregate Limit for that designated "location". Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Location General Aggregate Limit for any other designated "location" shown in the Schedule above.
 4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Location General Aggregate Limit.

- B.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section **I** – Coverage **A**, and for all medical expenses caused by accidents under Section **I** – Coverage **C**, which cannot be attributed only to operations at a single designated "location" shown in the Schedule above:
1. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and
 2. Such payments shall not reduce any Designated Location General Aggregate Limit.
- C.** When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Location General Aggregate Limit.
- D.** For the purposes of this endorsement, the **Definitions** Section is amended by the addition of the following definition:
- "Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.
- E.** The provisions of Section **III** – Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Construction Project(s):

All construction projects not located at premises owned, leased or rented by a Named Insured

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage **A**, and for all medical expenses caused by accidents under Section I – Coverage **C**, which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
 2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage **C** regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
 3. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.
 4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.

- B.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage **A**, and for all medical expenses caused by accidents under Section I – Coverage **C**, which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:

 - 1.** Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and
 - 2.** Such payments shall not reduce any Designated Construction Project General Aggregate Limit.
- C.** When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.
- D.** If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- E.** The provisions of Section III – Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

Location(s) Of Covered Operations

Any person or organization with whom you have agreed through written contract, agreement or permit to provide additional insured coverage

All locations as required by a written contract or agreement entered into prior to an "occurrence" or offense

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

SCHEDULE

Name Of Additional Insured Person(s)
Or Organization(s):

Any person or organization to whom or to which you are required to provide additional insured status in a written contract, agreement or permit except where such contact or agreement is prohibited.

Location And Description Of Completed Operations

Any location where you have agreed, through written, contract, agreement, or permit, to provide additional insured coverage for completed operations

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

- COMMERCIAL GENERAL LIABILITY COVERAGE PART
- ELECTRONIC DATA LIABILITY COVERAGE PART
- LIQUOR LIABILITY COVERAGE PART
- POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
- POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
- PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
- RAILROAD PROTECTIVE LIABILITY COVERAGE PART
- UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE

<p>Name Of Person(s) Or Organization(s):</p> <p>As required by written contract or agreement.</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

Policy Number TB2-641-444950-033
Issued by Liberty Mutual Fire Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY AND NONCONTRIBUTORY –
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to Section IV – Conditions 4. Other Insurance and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed prior to a loss, that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.
- (3) This insurance is excess over any other insurance available to the additional insured for which it is also covered as an additional insured by attachment of an endorsement to another policy providing coverage for the same "occurrence", claim or "suit".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

SCHEDULE

<p>Name Of Person(s) Or Organization(s): As required by written contract</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** – Covered Autos Coverages of the Auto Dealers Coverage Form.

Policy Number: AS2-641-444950-043
Issued by: Liberty Mutual Fire Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED - NONCONTRIBUTING

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIERS COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage form.

Schedule

Name of Person(s) or Organizations(s):

Any person or organization where the Named Insured has agreed by written contract to include such person or organization

Regarding Designated Contract or Project:

Any

Each person or organization shown in the Schedule of this endorsement is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in Section II of the Coverage Form.

The following is added to the **Other Insurance Condition:**

If you have agreed in a written agreement that this policy will be primary and without right of contribution from any insurance in force for an Additional Insured for liability arising out of your operations, and the agreement was executed prior to the "bodily injury" or "property damage", then this insurance will be primary and we will not seek contribution from such insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

SCHEDULE

Name(s) Of Person(s) Or Organization(s):

Any person or organization for whom you perform work under a written contract of the contract requires you to obtain this agreement from us but only if the contract is executed prior to the injury or damage occurring.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a c ontract with that person or organization.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Where required by contract or written agreement prior to loss.

Issued by:Liberty Insurance Corporation

For attachment to Policy No WA7-64D-444950-013
\$

Effective Date 06/01/2023

Premium

Issued to:HDR Engineering, Inc.

Policy Number TB2-641-444950-033
Issued by Liberty Mutual Fire Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION OR MATERIAL REDUCTION IN COVERAGE TO THIRD PARTIES

This endorsement modifies insurance provided under the following:

- BUSINESS AUTO COVERAGE PART
- MOTOR CARRIER COVERAGE PART
- GARAGE COVERAGE PART
- TRUCKERS COVERAGE PART
- EXCESS AUTOMOBILE LIABILITY INDEMNITY COVERAGE PART
- SELF-INSURED TRUCKER EXCESS LIABILITY COVERAGE PART
- COMMERCIAL GENERAL LIABILITY COVERAGE PART
- EXCESS COMMERCIAL GENERAL LIABILITY COVERAGE PART
- PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
- LIQUOR LIABILITY COVERAGE PART
- COMMERCIAL LIABILITY – UMBRELLA COVERAGE FORM

Schedule		
Name of Other Person(s) / Organization(s):	Email Address or mailing address:	Number Days Notice:
As required by written contract or written agreement	As required by written contract or written agreement	30

- A. If we cancel this policy for any reason other than nonpayment of premium, or make a material reduction in coverage, we will notify the persons or organizations shown in the Schedule above. We will send notice to the email or mailing address listed above at least 10 days, or the number of days listed above, if any, before the cancellation becomes effective. In no event does the notice to the third party exceed the notice to the first named insured.
- B. This advance notification of a pending cancellation or material reduction of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

All other terms and conditions of this policy remain unchanged.

Policy Number AS2-641-444950-043
Issued by Liberty Mutual Fire Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION OR MATERIAL REDUCTION IN COVERAGE TO THIRD PARTIES

This endorsement modifies insurance provided under the following:

- BUSINESS AUTO COVERAGE PART
- MOTOR CARRIER COVERAGE PART
- GARAGE COVERAGE PART
- TRUCKERS COVERAGE PART
- EXCESS AUTOMOBILE LIABILITY INDEMNITY COVERAGE PART
- SELF-INSURED TRUCKER EXCESS LIABILITY COVERAGE PART
- COMMERCIAL GENERAL LIABILITY COVERAGE PART
- EXCESS COMMERCIAL GENERAL LIABILITY COVERAGE PART
- PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
- LIQUOR LIABILITY COVERAGE PART
- COMMERCIAL LIABILITY – UMBRELLA COVERAGE FORM

Schedule		
Name of Other Person(s) / Organization(s):	Email Address or mailing address:	Number Days Notice:
As required by written contract or written agreement		30

- A. If we cancel this policy for any reason other than nonpayment of premium, or make a material reduction in coverage, we will notify the persons or organizations shown in the Schedule above. We will send notice to the email or mailing address listed above at least 10 days, or the number of days listed above, if any, before the cancellation becomes effective. In no event does the notice to the third party exceed the notice to the first named insured.
- B. This advance notification of a pending cancellation or material reduction of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

All other terms and conditions of this policy remain unchanged.

NOTICE OF CANCELLATION TO THIRD PARTIES

- A.** If we cancel this policy for any reason other than nonpayment of premium, we will notify the persons or organizations shown in the Schedule below. We will send notice to the email or mailing address listed below at least 10 days, or the number of days listed below, if any, before cancellation becomes effective. In no event does the notice to the third party exceed the notice to the first named insured.
- B.** This advance notification of a pending cancellation of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

Schedule

Name of Other Person(s) / Organization(s):	Email Address or mailing address:	Number Days Notice:
As required by written contract or agreement		30

All other terms and conditions of this policy remain unchanged.

Issued by Liberty Insurance Corporation

For attachment to Policy No. WA7-64D-444950-013 Effective Date 06/01/2023

Premium \$

Issued to HDR Engineering, Inc.

Endorsement

No.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/1/2024

3/6/2024

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

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

PRODUCER Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000 kcasu@lockton.com	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:	FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE	
INSURED 1439118 HDR, INC. 1917 SOUTH 67TH STREET OMAHA NE 68106	INSURER A: Lloyds of London	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES * CERTIFICATE NUMBER: 20350286 REVISION NUMBER: XXXXXXXX

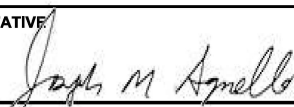
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX DAMAGE TO RENTED PREMISES (Ea occurrence) \$ XXXXXXXX MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ XXXXXXXX GENERAL AGGREGATE \$ XXXXXXXX PRODUCTS - COMP/OP AGG \$ XXXXXXXX \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident) \$ XXXXXXXX BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$ XXXXXXXX
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below			NOT APPLICABLE			PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ XXXXXXXX E.L. DISEASE - EA EMPLOYEE \$ XXXXXXXX E.L. DISEASE - POLICY LIMIT \$ XXXXXXXX
A	CYBER SECURITY	N	N	W33560230201	9/1/2023	9/1/2024	\$10,000,000 LIMIT \$100K DEDUCTIBLE

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 RIGHT OF WAY ACQUISITION SERVICES RFP-5351-24-KF

CERTIFICATE HOLDER

CANCELLATION

20350286 CITY OF GRAND JUNCTION ATTENTION: KATHLEEN FRANKLIN 250 NORTH 5TH STREET GRAND JUNCTION CO 81501	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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