



LETTER OF INTENT

Date: February 15, 2024
Company: Transportation Resource Services Inc., dba TRS Corp.
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 TRS Corp. 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 TRS Corp. 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 Transportation Resource Services, Inc, dba TRS Corp. 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. Solicitation Documents for the Project including all Addenda: **Professional Right of Way Acquisition Services RFP-5351-24-KF**;
- c. Firm's Response to the Solicitation;
- d. Service Change Requests (directing changed Services to be performed);
- e. Change Orders;
- f. 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. 3/4/2024
9F789E7D50F14BC...
Duane Hoff Jr., Contract Administrator Date

Transportation Resources Services, Inc., dba TRS Corp.

DocuSigned by:
By: Brad Rodenberg 3/4/2024
CB888CCF8436429...
Brad Rodenberg, Vice President Date



**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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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-junction>). 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

RIGHT-OF-WAY ACQUISITION SERVICES PROPOSAL



RFP-5351-24-KF **City of Grand Junction, Colorado**

date of submission: January 18, 2024

TRANSPORTATION RESOURCE SERVICES, INC.

417 Monument Road
Unit #8
Grand Junction, CO 81507

7222 Commerce Center Drive
Suite 130
Colorado Springs, CO 80919



January 18, 2024

City of Grand Junction
Attn: Kathleen Franklin
250 N. 5th Street
Grand Junction, CO 81501

**RE: City of Grand Junction, Colorado - Request for Proposal RFP-5351-24-KF
Professional Right of Way Acquisition Services**

Dear Ms. Franklin:

Transportation Resource Services, Inc., dba TRS Corp. ("TRS") respectfully submits its response to the City of Grand Junction, Colorado (the "City") RFP-5351-24-KF, Request for Proposal, Professional Right of Way Acquisition Services ("RFP").

The staff at TRS has been connected with the City for 20 years. We will continue to provide the City with full-service right of way support: landowner engagement, negotiations, relocation assistance, appraisals and closing coordination. The TRS team includes project managers, negotiators, relocation specialists and appraisers approved by the Colorado Department of Transportation ("CDOT") to provide right of way consulting services to local agencies.

The staff at TRS has decades of experience managing right of way projects and acquiring property for public agencies across Colorado, including the City of Grand Junction, Mesa County and CDOT Region 3. Recent project successes include 24 & G Road Improvements and F.5 Road Parkway Phase I. Other successful projects managed by TRS for the City include I-70B Improvements - 24 Road to Rimrock Avenue and the 29 Road/I-70B Interchange. TRS is currently engaged with City for projects including the F.5 Road Improvements Phase II, D.5 Road Improvements and Lake Road Lift Station.

TRS maintains the requisite general liability, professional liability, workers compensation and commercial automotive insurance. We received the Request for Proposal on December 15, 2023, and one subsequent addendum. We have reviewed and acknowledge the general contract terms and conditions provided with the RFP.

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

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

Thank you again for this opportunity.

Sincerely,


Brad Rodenberg, Vice-President
TRS Corp.

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 0% percent of the net dollar will be offered, to the Owner if the invoice is paid within (not applicable) days after the receipt of the invoice.

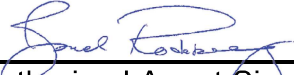
RECEIPT OF ADDENDA: The undersigned Firm acknowledges receipt of the Addenda to the Solicitation, Specifications, and other Contract Documents.

State number of Addenda received: one (1)

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

Transportation Resource Services Inc., dba TRS Corp.

Company Name – (Typed or Printed)



Authorized Agent Signature

7222 Commerce Center Drive, Suite 130

Address of Offeror

Colorado Springs, CO 80919

City, State, and Zip Code

Brad Rodenberg, Vice President

Authorized Agent, Title – (Typed or Printed)

877.494.8067

Telephone Number

brad.rodberg@trscorp.us

E-mail Address of Agent

January 18, 2024

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>
Lisa Roberts, SRA, Grand Junction, CO	Appraisal	\$5,000/appraisal
J.P. Nisley, MAI, Grand Junction, CO	Appraisal	\$5,000/appraisal
Robert Stevens, MAI, Grand Junction, CO	Appraisal	\$5,000/appraisal
Doug Nitzkowski, MAI, Denver, CO	Review Appraisal	\$2,000/review

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.

PREAMBLE

The Grand Valley has a distinct demographic character - a mix of rural independence and adventurous spirit, with urban amenities. There is an appreciation of nature in the thread of the community, with its diverse landscape, vast resources and its great people living and working in a great place.

It remains a place where people still do business with people. A face needs to go with a name. A handshake to thaw icy resistance to change. A presence is required to connect.

Professional resources, like ours, are more prevalent with the population density of the Front Range, but TRS has maintained a presence across the Western Slope for 17 years, with clients including the City, Mesa County and the City of Montrose. Having worked across the State of Colorado, it is a privilege to work on behalf of and with the City of Grand Junction.



TRS is committed to connecting and engaging with the City's staff and constituents in our role. As an extension of the City's staff, that commitment includes facilitating and building rapport - not just a name on a letter in the mail or signature line of an email.

There are obstacles along the path of progress. We have developed innovative approaches and non-conventional means with the City to overcome these obstacles. We remain at the forefront of landowner relations and will continue to provide advice and practical solutions to the City based upon experience.

TRS is proud of our prior accomplishments in support of the City's transportation and utility infrastructure. We are pleased to re-introduce a team, with some new faces, and look forward to remaining an extension of the City's staff for the future.

QUALIFICATIONS/EXPERIENCE/CREDENTIALS

TRS is a Colorado corporation, incorporated in 2006. TRS maintains three Colorado offices and is qualified by CDOT to provide right-of-way consulting services to Colorado local agencies in receipt of federal funds.

TRS maintains three offices in Colorado:

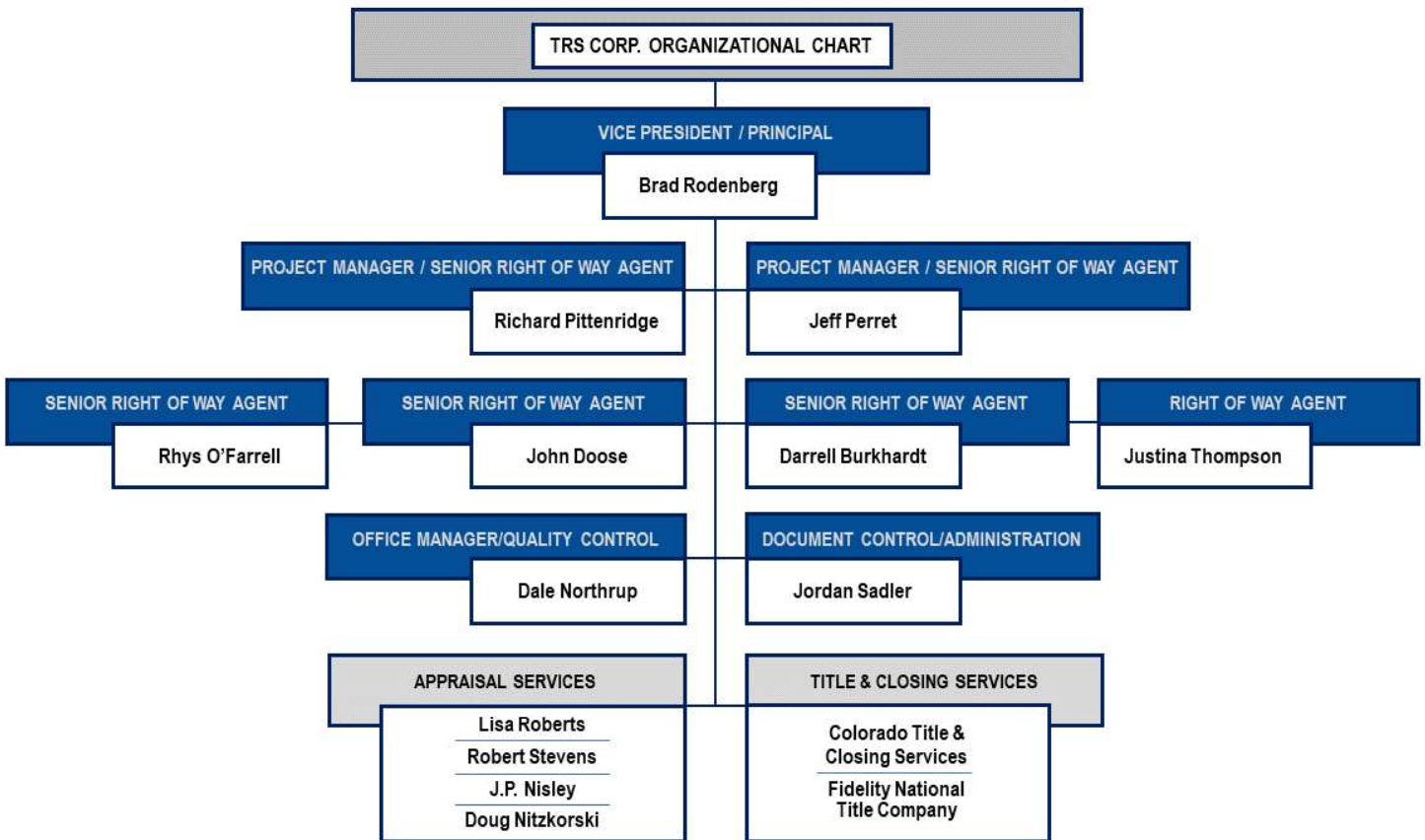
417 Monument Road
Unit #8
Grand Junction, CO 81507

7222 Commerce Center Drive
Suite 130
Colorado Springs, CO 80919

6551 S Revere Parkway
Suite 210
Centennial, CO 80111

TRS local Grand Junction office will be the base of operations for City Projects. Our staff has worked with the City for 20 years, beginning with the Riverside Parkway through the 29 Road/I-70B Interchange and the recently completed the 24 Road/G Road Improvements.

THE TRS TEAM



CDOT APPROVED LOCAL AGENCY CONSULTANT

Brad Rodenberg
2007 - present

Richard Pittenridge
2015 - present

Jeff Perret
2010 - present

Darrell Burkhardt
2015 - present

BRAD RODENBERG - Vice President/Principal



Brad manages right of way projects and negotiates complex property transactions on behalf of TRS’s clients across Colorado. He provides procedural oversight, support and training for TRS staff. Brad has 25 years of right-of-way consulting experience and is recognized for his ability to develop solutions to the most complex challenges. Brad will provide contract management, project oversight and planning for acquisition/relocation strategies.

CLIENTS SERVED: City of Grand Junction, City of Colorado Springs, El Paso County, Mesa County, City of Montrose, CDOT, City of Manitou Springs

RICHARD PITTENRIDGE, SR/WA - Project Manager

Richard has been project manager and senior right of way agent for TRS since 2013. He is vital to our property acquisition and water development clients. At present, Richard leads TRS efforts in the Grand Valley for projects including the City of Grand Junction’s F.5 Road Parkway and Purdy Mesa Flowline Replacement. Richard has 25 years of right of way experience with public infrastructure, water, and energy transmission. His energy and enthusiasm for the right of way craft have no bounds.



CLIENTS SERVED: City of Grand Junction, City of Aurora, Bureau of Reclamation, Weld County, Town of Parker, CDOT, Boulder County

JEFF PERRET - Senior Right of Way Agent



Jeff has been senior acquisition/relocation agent for TRS since 2007. His responsibilities with TRS include project management, property owner outreach, property acquisition and relocation of residential occupants, businesses and personal property. Prior to joining TRS, Jeff retired as Captain from the Colorado Springs Fire Department; his background with emergency situations provides effective communication and conflict resolution skills.

CLIENTS SERVED: City of Grand Junction, City of Montrose, El Paso County, City of Colorado Springs, City of Manitou Springs, Mesa County, CDOT

DARRELL BURKHARDT, SR/WA - Senior Right of Way Agent

Darrell is a senior right of way agent who has over two decades of right of way experience in public infrastructure and energy resources. Darrell joined the team at TRS in 2022 and is responsible for property owner outreach, negotiations, appraisal coordination, title research and closing coordination.



CLIENTS SERVED: Town of Mead, City of Englewood, Douglas County, Boulder County, City of Aurora, Adams County, Town of Parker

JOHN DOOSE - Senior Right of Way Agent

John is a senior right of way agent, working with the team at TRS since 2022. John has 20 years of experience as a right of way agent and title examiner and possesses broad knowledge of title work, right of way acquisition negotiations, land use, permitting, review of contracts and leases, and title research, review and due diligence. John resides in Rifle, CO, providing local resource for the City's projects.



CLIENTS SERVED: City of Aurora, City of Montrose, Colorado Springs Utilities

RHYS O'FARRELL, J.D. - Senior Right of Way Agent



Rhys, a recent addition to the TRS team, received his juris doctor degree in Law from the University of Houston, and practiced real estate and contract law in Texas before relocating to Colorado in 2023. His depth of knowledge with legal aspects of real estate and title make a perfect fit with our team. At present Rhys works on acquisition projects and leads TRS' efforts to secure lien releases and closing coordination.

CLIENTS SERVED: City of CO Springs, El Paso County, Bureau of Reclamation

JUSTINA THOMPSON - Right of Way Agent

Justina joined TRS in 2023 as a right of way agent and has subsequently contributed to various public infrastructure projects. Her responsibilities encompass property owner outreach and negotiations, appraisal coordination, title research, and closing coordination. She also serves as liaison between the title companies, clients, and property owners. Justina's dedication makes her a key asset to the TRS team.



CLIENTS SERVED: Town of Parker, City of Aurora, City of Grand Junction

DALE NORTHRUP - Office Manager/Quality Control



Dale is TRS's Office Manager and is tasked with document control and quality assurance. Dale has been with TRS since 2017, and is an integral component of our project and document management. She oversees development of notices, offers and contracts. She is exceptionally organized and possesses a keen reviewer's eye.

CLIENTS SERVED: City of Grand Junction, City of Montrose, City of Aurora, City of CO Springs, El Paso County, CDOT, Weld County, Boulder County

JORDAN SADLER - Document Control/Administration

Jordan joined TRS in 2022 as Document Control Specialist. She serves as the central clearing house for written communication and information transmittals with the clients. She is detail-oriented and possesses organization and time management skills along with a passion for continual personal development and growth.



CLIENTS SERVED: City of CO Springs, El Paso County, City of Grand Junction, City of Montrose, City of Aurora, Adams County, Town of Parker

CONSULTING APPRAISERS

LISA ROBERTS, SRA

Lisa is a local Certified General Appraiser, appraising in the Grand Valley since 1998 from her office in Grand Junction. She holds the SRA designation from the Appraisal Institute and is approved by CDOT since 2010 for appraisal of right of way for CDOT and local public agencies. Lisa has been contracted through TRS for numerous projects over 10 years in the City of Grand Junction and the City of Montrose. We respect the quality of her work and prompt delivery of appraisals.

ROBERT STEVENS, MAI

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

J.P. NISLEY, MAI

J.P. is a Certified General Appraiser located in Grand Junction. J.P.'s lineage is the appraisal profession, assuming the lead at Nisley & Associates in succession from his father and grandfather. He is approved by CDOT as a consulting appraiser for federally assisted CDOT and local agency projects. J.P. has attained the MAI designation and served on the Board of Directors for the Colorado Chapter of the Appraisal Institute since 2021. Recent projects with TRS and the City of Grand Junction include F.5 Road Parkway and the Lake Road Lift Station.

DOUG NITZKORSKI, MAI

Review Appraiser

TRS' staff have worked with Doug since 2000. As principal with Associated Value Consultants, Inc., Doug has been appraising independently since 1990. He was the appraisal lead on behalf of TRS for the I-225 Light Rail Corridor Expansion in Aurora from 2013-2016. He is a Colorado Certified General Appraiser and a CDOT qualified review appraiser for federally assisted projects. Doug has provided appraisal review services for numerous projects with CDOT/federal oversight for the City of Colorado Springs, El Paso County and the Town of Mead. Doug provides practical appraisal review in compliance with USPAP.

TITLE RESEARCH/CLOSING VENDORS



Colorado Title was started in 1946 and has five offices across western Colorado.

Alice Young and her team in Grand Junction have supported the City's title needs for many years, and provided research for complex boundary matters and escrow services for current City projects including F.5 Parkway, Lake Road Lift Station and Purdy Mesa Flowline.



**Fidelity
National
Title**

TRS has utilized Fidelity's title research and closing services for right of way acquisition for projects across Colorado. They serve Mesa County through a local office located in Grand Junction. Closing a partial acquisition can be a tedious task to meet lien holder requirements; Fidelity has been instrumental to TRS in bringing closings across the finish line.

Statements of Qualifications for our consulting appraisers are included in the **Appendix**.

PROJECT EXPERIENCE

We have included a representative sample of projects that we have completed for satisfied clients over the last decade. This includes projects within the Grand Valley and the western slope of Colorado.

TRS has acquired more than 200 right of way easement parcels for the City of Grand Junction, CDOT Region 3 and Mesa County since 2008.

24 & G Road Improvements/24 Road Multi-Modal Trail - City of Grand Junction

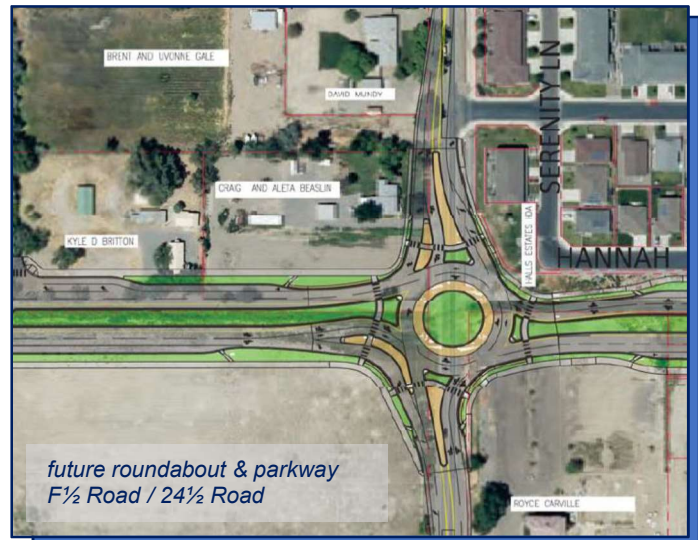
Under its current professional services contract with the City of Grand Junction, TRS assisted the City with acquisition of right of way and easements from 16 properties for transportation capacity and operational improvements along 24 Road from the I-70 Interchange to F.5 Road. TRS contracted with local appraisers Lisa Roberts and Robert Stevens to appraise the property to be acquired by the City, negotiated with the property owners and coordinated closings through a local title company in the midst of the COVID-19 pandemic. Numerous properties were subject to corporate ownership located outside of Colorado. Notable accomplishments included the use of a Possession & Use Agreement to avoid condemnation, and extensive coordination with Public Works and the City Attorney's office to create an access/development agreement and utility undergrounding cost sharing agreement with the largest landowner within the Project limits.

F.5 Road Parkway: Phase I - City of Grand Junction



TRS recently concluded right of way procurement and relocation assistance for Phase I of the F.5 Road Parkway Project from 24 Road to 24.5 Road. The Project included acquisition of right of way from properties scheduled for development and numerous rural residential properties located on 24.5 Road to facilitate construction of F.5 Parkway through a previously undeveloped right of way, a roundabout at 24.5 Road and F.5 Parkway, and associated drainage improvements and utility relocation.

The acquisition of right of way necessitated relocation of one owner occupied and one tenant occupied dwelling. TRS prepared replacement housing and moving benefit determinations per Uniform Act guidelines, and coordinated with lenders to secure lien releases in advance of closings. All of the right of way was secured through negotiations in advanced of the Project advertisement date.





*Adams Crossing Bridge
Manitou Springs, CO - 2022*

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

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

I-225 LRT - Kiewit Infrastructure Co./ Regional Transportation District - Denver (RTD)

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



*6th Avenue Light Rail Bridge
Aurora, CO - 2018*

Charter Oak Ranch Road/Gate 19 ("CORR") - El Paso County/City of Fountain

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

STRATEGY AND IMPLEMENTATION PLAN

Our Mission: BE PROACTIVE

Merriam-Webster's definition -

- *Proactive (adjective) pro·ac·tive; prō- 'ak-tiv: acting in anticipation of future problems, needs, or changes*

In most instances matters that can be identified and reconciled during a project's design development will render property negotiations to price not re-engineering. While not always the case, experience dictates that engagement with property owners to vet "why" and "when" and "how" in advance of the property valuation phase keeps the process consistently moving forward. Topics may include access, on-site remedies and property restoration.

The City's scope as provided in the RFP is well defined. Our application of that scope follows.

DOCUMENT REVIEW/TITLE RESEARCH

At the inception of a Project, TRS will secure title research to identify matters of record that may be substantive, to include:

- Use restrictions, covenants, conversation easements
- Development applications
- First Rights of Refusal, reversionary interests
- Liens or pending foreclosures
- Utility or access easements

The City will rely on the title work for their respective efforts to develop right of way plans and legal descriptions. Appraisers will utilize public records to identify matters that affect, positively or negatively, the value of property.

TRS and the City will utilize title research in determining to whom notices or offers should be directed, and for title curative matters in advance of closing to secure the City's property interests free from liens or other recorded encumbrances.

RIGHT OF WAY PLANS/LEGAL DESCRIPTIONS

TRS will assist the City, as required, with the review and completion of right-of-way plans.

Our decades of experience reviewing and utilizing right-of-way plans in furtherance of our work is a valuable resource to surveyors with limited experience drafting plans to CDOT specifications.

NOTICES OF INTENT & PERMISSION TO ENTER PROPERTY

TRS will coordinate with the City's Project Manager to develop Notices of Intent ("NOI") and provide to property owners to initiate the formal right of way acquisition process. If not addressed during project development, TRS will gather questions or specific requests of the property owner for review with the City.

The NOI will include the legal descriptions of the property interests to be acquired and, where applicable, notice of the property owner's statutory appraisal rights pursuant to CRS-38-1-121.

Our goal is a personal meeting, when possible, in advance of or at the time the NOI is delivered. No one likes to be surprised by the City's need for property or easements, and having a voice on behalf of the City provides a resource and direct point of contact.

PROPERTY VALUATION & APPRAISAL

TRS will coordinate with the contacted appraisers including a kickoff meeting to review elements of the Project, schedule and each assignment.

In addition, TRS will prepare a Letter of Information to the appraiser which includes salient facts about the project, purposes of easements, duration of construction easements and responsibilities for restoration or removal of improvements.

Upon receipt of an appraisal, TRS will provide a cursory proofread for grammar and references, submit comments to the appraiser and subsequently submit a clean draft appraisal for the City's review.

REVIEW APPRAISAL

There may be instances where a third-party technical review of appraisals is required (a federal aid project) or prudent for the City's benefit with a locally funded project.

The review appraisal provides an assessment of the appraiser's compliance with the Uniform Standards of Professional Appraisal Practice, along with federal and state eminent domain appraisal rules.

OFFERS AND NEGOTIATIONS

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

Again, our preference is to provide an offer in person, with a summary of how the value was derived and dialogue toward a negotiated purchase. If the owner agrees, we can secure a contract on the spot.

We will provide the City with feedback regarding property owner questions or concerns and collaborate with the City to resolve the owner's questions and recommend settlements. Counteroffers or revisions to contracts or easement documents presented by property owners will be submitted for legal review. We have a long history working with the City Attorney's office to manage and produce terms that protect the City's interests.

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

Once an agreement has been reached, TRS will review documents requiring signature with the property owner, ensure that the documents are accurate and secure the necessary instruments to validate owner signatures to the contracts and conveyances.

If the owner has not agreed to a settlement within the prescribed timeframe, we will confer with the City to identify the terms of a final offer to acquire. If all efforts to reach a settlement are exhausted and negotiations reach an impasse, TRS will provide the City with its file and documentation verifying good faith negotiations conducted in compliance with applicable local, state and/or federal requirements. TRS will request updated title information and submit the file to the City's legal counsel for condemnation.

RELOCATION

During the project development phase, TRS and the City will review design, proximity to structures, and means of access to confirm if the acquisition displaces a resident or a business (a “displaced person” or “displaced business”), or personal property must be moved from the acquired right of way or easements. In those instances, TRS will develop a relocation plan, comparable to that prescribed in Chapter 5 of CDOT ROW manual and provide requisite notices and relocation advisory assistance to displaced occupants.

Displaced persons or businesses extend the lead times for securing property for a Project by at least 90 days. These properties will be prioritized in the appraisal and acquisition schedule accordingly. TRS has the expertise to develop and implement a relocation plan, modeling the process utilized by CDOT, and our staff has relocated hundreds of displaced residents and businesses.

Being displaced can be unnerving. We will be a resource the displaced occupant can rely upon to find comparable housing for displaced residents and suitable alternate locations for displaced business. We will assist the City with administration of relocation benefits, by preparing written analysis of eligibility for relocation or moving benefits with citation to the Uniform Act.

Our goal is to minimize inconvenience and undue hardship upon a displaced person or business. In doing so we will have an active role to secure move cost estimates from local professionals and will promptly submit recommendations for approval of eligible benefits to the City. We will track and document applicable benefits and secure receipts for all payments. A comprehensive file record, including checklists of milestones, notices, benefit calculations and payments, will be maintained by TRS on behalf of the City.

PROGRESS MEETINGS/STATUS REPORTING

To meet the City’s project milestones, TRS will lead regular right-of-way project meetings and provide the City’s Project Manager with status reports containing relevant information for each parcel. TRS will also document these meetings and distribute minutes from each to the City.

CLOSINGS/RIGHT OF WAY CLEARANCE

Upon settlement with the owner, TRS will submit a purchase agreement (and settlement recommendation if applicable) to the City for review and approval. We will coordinate with the title company on behalf of the City to close promptly.

Properties with anomalies to title or financial encumbrances require significant effort to ensure good title to the City’s property or easements is transferred.

TRS does not hand the closing file to the title company and wait. Partial release and easement subordinations require the attention of the property owner and their lender. TRS will be the facilitator to meet lender requirements for information and monitor the lenders process.

A service TRS provides is to advance fees incurred by the City, for reimbursement under our contract. This reduces an administrative burden of the City and accelerates the title curative and closing process. An exemplary example by TRS included canvassing lost-instrument bonding agents and advancing a \$20,000 bonding fee on behalf of the City to keep a million dollar closing on track.

After the right of way and easements have been secured from all owners, TRS will prepare a right of way clearance report that includes all of the property and easement conveyances, and contracts with any special provisions for the benefit of the City’s construction manager and selected contractor.

QUALITY ASSURANCE

Quality assurance is paramount. All notices, letters, or conveyance documents are drafted by the appropriate personnel, and reviewed by a Project Manager or contemporary for accuracy. Documents to be transmitted to owners and the City are not produced or further advanced until they are reviewed by a second party. All title company documents are reviewed by the Project Manager or Quality Assurance Manager in advance of submittal to the City for its final review and signatures.

PROJECT TRACKING

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

INTERNAL PROJECT MANAGEMENT

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

PUBLIC AND INTERNAL RELATIONS

Landowner relations are critical. The right of way agent is the liaison between the owner and City, and TRS will address the concerns of landowners to meet the City's goals.

Best practices include participating in public meetings to address the property acquisition process and dispel persistent myths that property is "taken" versus acquired.

We work with the City to develop effective talking points and present information in a manner that is easily understood and accepted by the public.

Affected owners are often intimidated and unnerved by a pending project. We understand that the owners require a sense of trust and education of the process, which in turn concludes deals amicably and preserves the relationship between owners and the City.

The sensitive nature of our services requires accommodation for affected owners and displaced occupants. Nearly all direct interaction is at a place of the owner's choosing. Our phone system provides immediate transfer of voicemail to email. Landowners should rely on TRS as a trusted source of information and a problem solver.

REFERENCES

The truest testament of our capabilities is from our clients. We seek to be an extension of your staff, not just a consultant. Acquiring property with a third party can be an effective measure of impartiality between the City and the property owner.

We invite you to contact each of the references below:

CDOT - Region 3

Lisa Gerondale, Right of Way Manager
970.256.4047
lisa.gerondale@state.co.us

City of Montrose, Colorado

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

City of Colorado Springs

Darlene Kennedy, Real Estate Services Manager
719.385.5065
darlene.kennedy@coloradosprings.gov

El Paso County Dept. of Public Works

Alissa Werre, P.E., Sr, Project Manager
719.238.8080
alissawerre@elpasoco.com

CDOT - Region 2

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

CDOT - Region 1

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

WHAT OUR CLIENTS SAY:

“TRS has been a tremendous resource...offering professionalism, knowledge and expertise. I highly recommend TRS to any public agency for right of way consulting services, and look forward to working with them on future projects.” ⁽¹⁾

“TRS is always available to join in meetings and has helped to streamline procedures and move the projects along. I highly recommend you consider partnering with TRS for your real estate acquisition needs.” ⁽²⁾

⁽¹⁾ Letter of Recommendation by Alissa Werre, El Paso County Public Works, Project Manager - August 31, 2020

⁽²⁾ Letter of Reference by Darlene Kennedy, City of Colorado Springs Real Estate Manager - September 1, 2020

FEE PROPOSAL

TRS schedule hourly rates and expenses for 2024 are defined below.

HOURLY RATES:

Project Manager/Principal	\$178.00/hour
Senior Right of Way Agent	\$146.00/hour
Right of Way Agent	\$129.50/hour
Administration/Office Management	\$ 79.00/hour

EXPENSES*:

- Mileage: prevailing IRS rate
 - *(Mileage charge: one-way from TRS office (Centennial, Colorado Springs to Grand Junction)*
 - *(Mileage charge as actually incurred in Grand Junction/Mesa County)*
- Postage/FedEx @ cost
- File copies/electronic medium: no charge

APPRAISALS:

\$4,500 - \$12,000/each
(based on complexity & quantity)

REVIEW APPRAISALS:

\$1,500 - \$1,800/each
(based on quantity project)

APPRAISER (LITIGATION):

\$250.00/hour

TITLE COMMITMENTS:

\$625.00/each

CLOSING FEES:

\$350.00/each

* While most of our current staff is required to travel to Grand Junction and incur overnight stays, with our commitment to be local, TRS will not charge the City for per diem, meal or lodging costs.

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

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

LEGAL PROCEEDINGS/LAWSUITS

Case No. 2023cv314

As Plaintiffs, Fransisco Serna and Ajhalei Snoddy, Texas residents with property secured under court order for a public purpose by the City of Colorado Springs ("City") in October 2017, filed a suit in El Paso County District Court on September 13, 2023 naming the City, Judge Eric Bently, the District Court judge presiding in the City's condemnation case, Brad Rodenberg with TRS and Kyle Wigington, the City's appraiser of the property required by the City, as Defendants.

The suit was based upon the premises of judicial misconduct by Judge Bentley and misrepresentation by Brad Rodenberg during a City Council meeting authorization the use of condemnation to secure possession of the property.

Brad and TRS, were represented by counsel selected through our professional services insurer. The case was dismissed by the El Paso County District Court on January 4, 2024.

The Plaintiff has filed, and continues to file, suits in federal and district court naming nearly every party connected to the funding, planning, right of way procurement, appraisal or judicial oversight of the condemnation case (a district court judge, federal judge, CDOT, El Paso County, FHWA, the City of Colorado Springs, the Mayor and City Attorney of Colorado Springs, etc.)

The Plaintiff was compelled by the court, six years after possession had transferred to the City and six years after the project improvements were constructed, to participate in a value trial to conclude the case. The value trial was conducted April 2023 before a commission and a final rule and order was issued, vesting title to the City, on August 18, 2023. The case in reference here was filed after the final award.

The lawsuit was frivolous, insulting and rightly dismissed. TRS performed its duties faithfully and correctly for the City. This is an inherent risk assumed by TRS in performance of its service of often contentious matters of acquiring private property for a public purpose.

A lesson was learned as to the value of professional liability insurance. The costs to defend, even with a frivolous case, could financially drain a small and uninsured company.

Our professional liability insurance is a specialty policy for a right of way consultant's services under state condemnation law and the Uniform Act. It is expensive, but necessary.

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

APPENDIX

QUALIFICATIONS SUMMARY ~ LISA A. ROBERTS, SRA

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

Qualifications of Robert Stevens, MAI, SRA

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

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

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

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

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

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

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

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

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

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

PRIMARY SERVICE AREA: Western Colorado

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

JP NISLEY, MAI, RW-AC
QUALIFICATIONS

**MEMBERSHIPS AND LICENSES:**

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

EDUCATION/ AFFILIATION:**Colorado State University**

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

Appraisal Institute

Colorado Chapter Vice President- 2023
Colorado Chapter Treasurer- 2022
Board of Directors- 2021
Region II Representative- 2019-2020, 2023
Education Committee Member- 2018- present
Education Committee Chair- 2021
Candidate Guidance Committee Chair- 2019- 2021
Leadership Development and Advisory Council- 2018, 2022

Recent Education- Appraisal Institute:

Courses	Year	Courses	Year	Courses	Year	Courses	Year
Market Review and Update	2023	Brief View of Blueprints	2021	Appraisers Spreading Their Wings	2019	7-Hour National USPAP Update Course	2017
DORA Update, & Reviewer Panel	2022	Construction costs & RE Valuation	2021	Mountains & Valleys Valuations	2019	Valuing Fractional Interests	2017
Eminent Domain and Condemnation	2022	2021 Colorado Economic and Real Estate Update	2021	Going Concern Concerns	2019	Colorado Property Taxes	2017
2022 CO Economic & RE Law	2022	DORA Update, Compliant Appraisal Reports	2020	The Valuation of Solar Photovoltaic Systems	2018	Trends in Health Care Real Estate	2017
Valuing Special Purpose/ Limited Use Properties, Case Study in the Eminent Domain Application	2022	New Revaluation News and Updates	2020	Hot Topics & Myths in Appraiser Law	2018	Retail 2020	2017
Understanding Affordable Housing	2022	2020 Colorado Economic Update	2020	Reviewer/ Regulator Perspectives	2018	CDOT Reports	2017
Complex Valuation	2022	7-Hour National USPAP Update Course	2019	Colorado Economic and Development Update	2018	Update from the Division of Real Estate	2017
AI Potpourri Event	2022	Opportunity Zones	2019	Business Practices and Ethics	2017	Real Estate Valuation Policy Update	2017

Recent Education- International Right of Way Association

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

BACKGROUND AND EXPERIENCE:

Owner - Nisley & Associates, Inc., 2008-Present

PROPERTY TYPES APPRAISED:

Residential Subdivisions
Commercial - Office and Retail
Industrial Properties
Farms, Ranches

Vacant Land
Special Use Properties
Medical offices
Multi Family

AREAS WORKED IN: (Colorado Counties)

Mesa County
Ouray County

Montrose County
Delta County

Garfield County
Rio Blanco County

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

EDUCATION

Moorhead State University; Bachelor of Science - Business Administration

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

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

EXPERIENCE

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

VALUATION EXPERIENCE

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

PROFESSIONAL AFFILIATIONS

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

COURT EXPERIENCE

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

REPRESENTATIVE CLIENTS

Law Firms

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

Corporations/Utilities:

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

Governmental:

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



TRANRES-01

MICHELLESHERWOOD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/27/2024

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 Norman-Spencer Agency 10050 Innovation Drive; Suite 340 Miamisburg, OH 45342	CONTACT NAME: Michelle Sherwood	
	PHONE (A/C, No, Ext): (937) 432-1600	FAX (A/C, No): (937) 432-1635
	E-MAIL ADDRESS: michellesherwood@norman-spencer.com	
	INSURER(S) AFFORDING COVERAGE	
INSURED Transportation Resource Services Inc 7222 Commerce Center Drive Suite 130 Colorado Springs, CO 80919	INSURER A: Scottsdale Indemnity Company / ADMITTED 41297	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	COMMERCIAL GENERAL LIABILITY			EKI3481260	6/30/2023	6/30/2024	EACH OCCURRENCE	\$ 2,000,000	
	<input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 2,000,000	
	<input checked="" type="checkbox"/> Prof. Liability						MED EXP (Any one person)	\$	
	GEN'L AGGREGATE LIMIT APPLIES PER:							PERSONAL & ADV INJURY	\$
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						GENERAL AGGREGATE	\$	
	OTHER:						PRODUCTS - COMP/OP AGG	\$	
							Retention	\$ 15,000	
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$	
	<input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per person)	\$	
	<input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident)	\$	
							PROPERTY DAMAGE (Per accident)	\$	
								\$	
	UMBRELLA LIAB <input type="checkbox"/> OCCUR						EACH OCCURRENCE	\$	
	EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE	\$	
	DED RETENTION \$							\$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE OTH-ER		
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)		Y / N				E.L. EACH ACCIDENT	\$	
	If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				E.L. DISEASE - EA EMPLOYEE	\$	
							E.L. DISEASE - POLICY LIMIT	\$	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Professional Services Definition: Solely in the performance of providing professional services as a right of way consultant for others for a fee.

Professional Right of Way Acquisition Services RFP 5351-24-KF

CERTIFICATE HOLDER **CANCELLATION**

City of Grand Junction, Colorado, its elected and appointed officials, employees, and volunteers 910 Main Street Grand Junction, CO 81501	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/27/2024

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 Higginbotham Insurance Agency, Inc. 3630 Sinton Rd., Suite 200 Colorado Springs CO 80907 License#: 2081754 TRANRES-02	CONTACT NAME: Carrie Spracklen PHONE (A/C No. Ext): 719-590-9990 E-MAIL ADDRESS: CSpracklen@higginbotham.net	FAX (A/C, No):	
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Transportation Resource Services, Inc., dba TRS Corp. 7222 Commerce Center Drive #130 Colorado Springs CO 80919	INSURER A: Phoenix Insurance Company		25623
	INSURER B: Travelers Property Casualty Company Of America		25674
	INSURER C: Pinnacol Assurance		41190
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES

CERTIFICATE NUMBER: 1968259850

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 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y		6808929C191	1/18/2024	1/18/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			6808929C191	1/18/2024	1/18/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 5,000			CUP7538Y208	1/18/2024	1/18/2025	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$
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	N/A	4124166	1/1/2024	1/1/2025	<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)

City of Grand Junction, Colorado, its elected and appointed officials, employees, and volunteers are named as additional insureds.
 RE: Professional Right of Way Acquisition Services RFP 5351-24-KF

CERTIFICATE HOLDER**CANCELLATION**

City of Grand Junction, Colorado
 910 Main 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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