

PURCHASE OF SERVICE AGREEMENT

THIS AGREEMENT ("Agreement") is made this 2 day of AUGUST 2016, by and between the Adams County Board of County Commissioners, located at 4430 South Adams County Parkway, Brighton, Colorado 80601, hereinafter referred to as the "County," and Universal Field Services, Inc., located at 6841 S. Yosemite Street, Suite 102, Centennial, CO 80112 hereinafter referred to as the "Contractor." The County and the Contractor may be collectively referred to herein as the "Parties".

The County and the Contractor, for the consideration herein set forth, agree as follows:

1. SERVICES OF THE CONTRACTOR:

- 1.1. All work shall be in accordance with the attached RFP 2016.422 York Street Right of Way Acquisition Services and the Contractor's response to the RFP 2016.422 attached hereto as Exhibit A, and incorporated herein by reference. Should there be any discrepancy between Exhibit A and this Agreement the terms and conditions of this Agreement shall prevail.
- 1.2. **Emergency Services:** In the event the Adams County Board of County Commissioners declares an emergency, the County may request additional services (of the type described in this Agreement or otherwise within the expertise of the Contractor) to be performed by the Contractor. If the County requests such additional services, the Contractor shall provide such services in a timely fashion given the nature of the emergency, pursuant to the terms of this Agreement. Unless otherwise agreed to in writing by the parties, the Contractor shall bill for such services at the rates provided for in this Agreement.

2. **RESPONSIBILITIES OF THE COUNTY:** The County shall provide information as necessary or requested by the Contractor to enable the Contractor's performance under this Agreement.

3. TERM:

- 3.1. **Term of Agreement:** The Term of this Agreement shall commence upon receipt of Notice to Proceed and be complete within two hundred and ten days (210).
- 3.2. **Extension Option:** The County, at its sole option, may offer to extend this Agreement as necessary for up to two, one year extensions providing satisfactory service is given and all terms and conditions of this Agreement have been fulfilled. Such extensions must be mutually agreed upon in writing by the County and the Contractor.

4. **PAYMENT AND FEE SCHEDULE:** The County shall pay the Contractor for services furnished under this Agreement, and the Contractor shall accept as full payment for those services, the sum of two hundred sixty-seven thousand three hundred forty dollars (\$267,340.00).

- 4.1. Payment pursuant to this Agreement, whether in full or in part, is subject to and contingent upon the continuing availability of County funds for the purposes hereof. In

the event that funds become unavailable, as determined by the County, the County may immediately terminate this Agreement or amend it accordingly.

5. **INDEPENDENT CONTRACTOR:** In providing services under this Agreement, the Contractor acts as an independent contractor and not as an employee of the County. The Contractor shall be solely and entirely responsible for his/her acts and the acts of his/her employees, agents, servants, and subcontractors during the term and performance of this Agreement. No employee, agent, servant, or subcontractor of the Contractor shall be deemed to be an employee, agent, or servant of the County because of the performance of any services or work under this Agreement. The Contractor, at its expense, shall procure and maintain workers' compensation insurance as required by law. **Pursuant to the Workers' Compensation Act § 8-40-202(2)(b)(IV), C.R.S., as amended, the Contractor understands that it and its employees and servants are not entitled to workers' compensation benefits from the County. The Contractor further understands that it is solely obligated for the payment of federal and state income tax on any moneys earned pursuant to this Agreement.**

6. **NONDISCRIMINATION:**

6.1. **The Contractor shall not discriminate against any employee or qualified applicant for employment because of age, race, color, religion, marital status, disability, sex, or national origin. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices provided by the local public agency setting forth the provisions of this nondiscrimination clause. Adams County is an equal opportunity employer.**

6.1.1. The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

7. **INDEMNIFICATION:** The Contractor agrees to indemnify and hold harmless the County, its officers, agents, and employees for, from, and against any and all claims, suits, expenses, damages, or other liabilities, including reasonable attorney fees and court costs, arising out of damage or injury to persons, entities, or property, caused or sustained by any person(s) as a result of the Contractor's negligent performance or failure to perform pursuant to the terms of this Agreement or as a result of any subcontractors' performance or negligent failure to perform pursuant to the terms of this Agreement.

8. **INSURANCE:** The Contractor agrees to maintain insurance of the following types and amounts:

8.1. **Commercial General Liability Insurance:** to include products liability, completed operations, contractual, broad form property damage and personal injury.

8.1.1. Each Occurrence: \$1,000,000

8.1.2. General Aggregate: \$2,000,000

8.2. **Comprehensive Automobile Liability Insurance:** to include all motor vehicles owned, hired, leased, or borrowed.

- 8.2.1. Bodily Injury/Property Damage: \$1,000,000 (each accident)
- 8.2.2. Personal Injury Protection: Per Colorado Statutes

8.3. Workers' Compensation Insurance: Per Colorado Statutes

8.4. Professional Liability Insurance: to include coverage for damages or claims for damages arising out of the rendering, or failure to render, any professional services, as applicable.

8.4.1. Each Occurrence: \$1,000,000

8.4.2. This insurance requirement applies only to the Contractors who are performing services under this Agreement as professionals licensed under the laws of the State of Colorado, such as physicians, lawyers, engineers, nurses, mental health providers, and any other licensed professionals.

8.5. Adams County as "Additional Insured": The Contractor's commercial general liability, and comprehensive automobile liability, insurance policies and/or certificates of insurance shall be issued to include Adams County as an "additional insured" and shall include the following provisions:

8.5.1. Underwriters shall have no right of recovery or subrogation against the County, it being the intent of the parties that the insurance policies so affected shall protect both parties and be primary coverage for any and all losses resulting from the actions or negligence of the Contractor.

8.5.2. The insurance companies issuing the policy or policies shall have no recourse against the County for payment of any premiums due or for any assessments under any form of any policy.

8.5.3. Any and all deductibles contained in any insurance policy shall be assumed by and at the sole risk of the Contractor.

8.6. Licensed Insurers: All insurers of the Contractor must be licensed or approved to do business in the State of Colorado. Upon failure of the Contractor to furnish, deliver and/or maintain such insurance as provided herein, this Agreement, at the election of the County, may be immediately declared suspended, discontinued, or terminated. Failure of the Contractor in obtaining and/or maintaining any required insurance shall not relieve the Contractor from any liability under this Agreement, nor shall the insurance requirements be construed to conflict with the obligations of the Contractor concerning indemnification.

8.7. Endorsement: Each insurance policy herein required shall be endorsed to state that coverage shall not be suspended, voided, or canceled without thirty (30) days prior written notice by certified mail, return receipt requested, to the County.

8.8. Proof of Insurance: At any time during the term of this Agreement, the County may require the Contractor to provide proof of the insurance coverage or policies required under this Agreement.

9. WARRANTY:

9.1. The Contractor warrants and guarantees to the County that all work, equipment, and materials furnished under the Agreement are free from defects in workmanship and materials for a period of one year after final acceptance by the County. The Contractor

further warrants and guarantees that the plans and specifications incorporated herein are free of fault and defect sufficient for Contractor to warrant the finished product after completion date. Should the Contractor fail to proceed promptly in accordance with this guarantee, the County may have such work performed at the expense of the Contractor. This section does not relieve the Contractor from liability for defects that become known after one year.

10. TERMINATION:

- 10.1. **For Cause:** If, through any cause, the Contractor fails to fulfill its obligations under this Agreement in a timely and proper manner, or if the Contractor violates any of the covenants, conditions, or stipulations of this Agreement, the County shall thereupon have the right to immediately terminate this Agreement, upon giving written notice to the Contractor of such termination and specifying the effective date thereof.
- 10.2. **For Convenience:** The County may terminate this Agreement at any time by giving written notice as specified herein to the other party, which notice shall be given at least thirty (30) days prior to the effective date of the termination. If this Agreement is terminated by the County, the Contractor will be paid an amount that bears the same ratio to the total compensation as the services actually performed bear to the total services the Contractor was to perform under this Agreement, less payments previously made to the Contractor under this Agreement.

11. MUTUAL UNDERSTANDINGS:

- 11.1. **Jurisdiction and Venue:** The laws of the State of Colorado shall govern as to the interpretation, validity, and effect of this Agreement. The parties agree that jurisdiction and venue for any disputes arising under this Agreement shall be with Adams County, Colorado.
- 11.2. **Compliance with Laws:** During the performance of this Agreement, the Contractor agrees to strictly adhere to all applicable federal, state, and local laws, rules and regulations, including all licensing and permit requirements. The parties hereto aver that they are familiar with § 18-8-301, *et seq.*, C.R.S. (Bribery and Corrupt Influences), as amended, and § 18-8-401, *et seq.*, C.R.S. (Abuse of Public Office), as amended, , the Clean Air Act (42 U.S.C. 7401-7671q), and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended, and that no violation of such provisions are present. The Contractor warrants that it is in compliance with the residency requirements in §§ 8-17.5-101, *et seq.*, C.R.S. Without limiting the generality of the foregoing, the Contractor expressly agrees to comply with the privacy and security requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- 11.3. **OSHA:** The Contractor shall comply with the requirements of the Occupational Safety and Health Act (OSHA) and shall review and comply with the County's safety regulations while on any County property. Failure to comply with any applicable federal, state or local law, rule, or regulation shall give the County the right to terminate this agreement for cause.
- 11.4. **Record Retention:** The Contractor shall maintain records and documentation of the
2016.422 York Street Right of Way Acquisition Services

services provided under this Agreement, including fiscal records, and shall retain the records for a period of three (3) years from the date this Agreement is terminated. Said records and documents shall be subject at all reasonable times to inspection, review, or audit by authorized Federal, State, or County personnel.

- 11.5. Assignability: Neither this Agreement, nor any rights hereunder, in whole or in part, shall be assignable or otherwise transferable by the Contractor without the prior written consent of the County.
- 11.6. Waiver: Waiver of strict performance or the breach of any provision of this Agreement shall not be deemed a waiver, nor shall it prejudice the waiving party's right to require strict performance of the same provision, or any other provision in the future, unless such waiver has rendered future performance commercially impossible.
- 11.7. Force Majeure: Neither party shall be liable for any delay or failure to perform its obligations hereunder to the extent that such delay or failure is caused by a force or event beyond the control of such party including, without limitation, war, embargoes, strikes, governmental restrictions, riots, fires, floods, earthquakes, or other acts of God.
- 11.8. Notice: Any notices given under this Agreement are deemed to have been received and to be effective: 1) Three (3) days after the same shall have been mailed by certified mail, return receipt requested; 2) Immediately upon hand delivery; or 3) Immediately upon receipt of confirmation that an E-mail was received. For the purposes of this Agreement, any and all notices shall be addressed to the contacts listed below:

Department: Adams County Transportation Department
Contact: Jeff Maxwell, Director
Address: 4430 South Adams County Parkway
City, State, Zip: Brighton, CO 80601
Phone: 720-523-6817
E-mail: jmaxwell@adcogov.org

Department: Adams County Purchasing
Contact: Liz Estrada, Contract Administrator
Address: 4430 South Adams County Parkway
City, State, Zip: Brighton, Colorado 80601
Phone: 720-523-6052
E-mail: lestrada@adcogov.org

Department: Adams County Attorney's Office
Address: 4430 South Adams County Parkway
City, State, Zip: Brighton, Colorado 80601
Phone: 720.523.6116

Universal Field Services, Inc.
Contact: Larry Risinger, Vice President, Rocky Mountain Region
Address: 6841 S. Yosemite St., Suite 102
City, State, Zip: Centennial, CO 80112
Phone: 303-993-6036
E-mail: lrisinger@ufsrw.com

2016.422 York Street Right of Way Acquisition Services

- 11.9. Integration of Understanding: This Agreement contains the entire understanding of the parties hereto and neither it, nor the rights and obligations hereunder, may be changed, modified, or waived except by an instrument in writing that is signed by the parties hereto.
- 11.10. Severability: If any provision of this Agreement is determined to be unenforceable or invalid for any reason, the remainder of this Agreement shall remain in effect, unless otherwise terminated in accordance with the terms contained herein.
- 11.11. Authorization: Each party represents and warrants that it has the power and ability to enter into this Agreement, to grant the rights granted herein, and to perform the duties and obligations herein described.
- 11.12. Confidentiality: All documentation related to this Agreement will become the property of Adams County. All documentation maintained or kept by Adams County shall be subject to the Colorado Open Records Act, C.R.S. 24-72-201 *et seq.* ("CORA"). The County does not guarantee the confidentiality of any records.

12. CHANGE ORDERS OR EXTENSIONS:

- 12.1. Change Orders: The County may, from time to time, require changes in the scope of the services of the Contractor to be performed herein including, but not limited to, additional instructions, additional work, and the omission of work previously ordered. The Contractor shall be compensated for all authorized changes in services, pursuant to the applicable provision in the Invitation to Bid, or, if no provision exists, pursuant to the terms of the Change Order.
- 12.2. Extensions: The County may, upon mutual written agreement by the parties, extend the time of completion of services to be performed by the Contractor.

13. COMPLIANCE WITH C.R.S. § 8-17.5-101, ET. SEQ. AS AMENDED 5/13/08: Pursuant to Colorado Revised Statute (C.R.S.), § 8-17.5-101, *et seq.*, as amended May 13, 2008, the Contractor shall meet the following requirements prior to signing this Agreement (public contract for service) and for the duration thereof:

- 13.1. The Contractor shall certify participation in the E-Verify Program (the electronic employment verification program that is authorized in 8 U.S.C. § 1324a and jointly administered by the United States Department of Homeland Security and the Social Security Administration, or its successor program) or the Department Program (the employment verification program established by the Colorado Department of Labor and Employment pursuant to C.R.S. § 8-17.5-102(5)) on the attached certification.
- 13.2. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
- 13.3. The Contractor shall not enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.

- 13.4. At the time of signing this public contract for services, the Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this public contract for services through participation in either the E-Verify Program or the Department Program.
- 13.5. The Contractor shall not use either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this public contract for services is being performed.
- 13.6. If the Contractor obtains actual knowledge that a subcontractor performing work under this public contract for services knowingly employs or contracts with an illegal alien, the Contractor shall: notify the subcontractor and the County within three (3) days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to the previous paragraph, the subcontractor does not stop employing or contracting with the illegal alien; except that the Contractor shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.
- 13.7. Contractor shall comply with any reasonable requests by the Department of Labor and Employment (the Department) made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. § 8-17.5-102(5).
- 13.8. If Contractor violates this Section, of this Agreement, the County may terminate this Agreement for breach of contract. If the Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the County.

The remainder of this page is left blank intentionally.

IN WITNESS WHEREOF, the Parties have caused their names to be affixed hereto:

Board of County Commissioners

Steven J. Morisio
Chairperson

8/2/16
Date

Universal Field Services, Inc.

Larry Bisinger
Signature

7-26-16
Date

Larry Bisinger
Printed Name

V.P. Rocky Mountain Region
Title

Attest:

Stan Martin, Clerk and Recorder

Channa
Deputy Clerk

Approved as to Form:

D. Coats
Adams County Attorney's Office

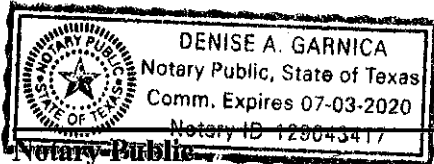
NOTARIZATION OF CONTRACTOR'S SIGNATURE:

COUNTY OF El Paso

STATE OF Texas)SS.

Signed and sworn to before me this 26 day of July, 2016,

by Denise A. Garnica



My commission expires on: 7/03/2020

CONTRACTOR'S CERTIFICATION OF COMPLIANCE

Pursuant to Colorado Revised Statute, § 8-17.5-101, *et seq.*, as amended 5/13/08, as a prerequisite to entering into a contract for services with Adams County, Colorado, the undersigned Contractor hereby certifies that at the time of this certification, Contractor does not knowingly employ or contract with an illegal alien who will perform work under the attached contract for services and that the Contractor will participate in the E-Verify Program or Department program, as those terms are defined in C.R.S. § 8-17.5-101, *et seq.* in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the attached contract for services.

CONTRACTOR:

Universal Field Services, Inc
Company Name

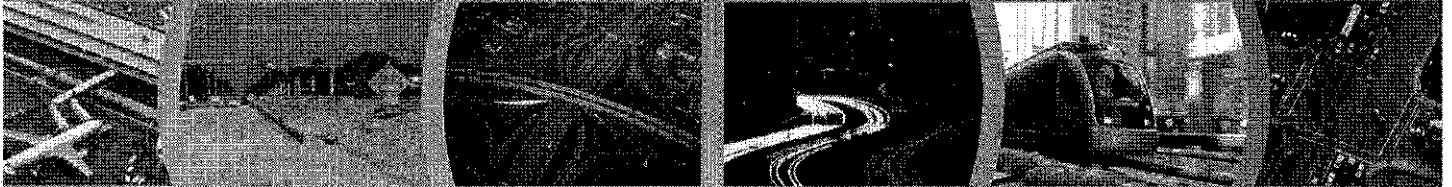
7-26-16
Date

Larry Risinger
Signature

Larry Risinger
Name (Print or Type)

V.P. Rocky Mountain Region
Title

Note: Registration for the E-Verify Program can be completed at: <https://www.vis-dhs.com/employerregistration>. It is recommended that employers review the sample "memorandum of understanding" available at the website prior to registering



Adams County, Colorado
REQUEST FOR PROPOSAL 2016.422
York Street Right of Way Acquisition Services
York Street from East 78th Avenue to Highway 224



ADAMS COUNTY
COLORADO



LEADING THE WAY IN RIGHT OF WAY.

Larry Risinger, SR/WA
Vice President, Rocky Mountain Region
Universal Field Services, Inc.
6841 S. Yosemite St., Suite 102
Centennial, CO 80112
lrisinger@ufsrw.com
(303) 993-6036



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APPENDIX

- Vendor Information Form
- W-9 Form
- Contractor's Certification of Compliance
- Proposal Form/Contractor's Statement

Universal's Advantage for You

- Experienced Firm
- Highly Qualified People
- Corporate Commitment
- Quality Processes

This means *Dependable Expertise*



A. COVER LETTER

Liz Estrada, Contract Administrator
Adams County Government Center
Finance Department
4430 South Adams County Parkway, Suite C4000A
Brighton, CO 80601

Subject: Request for Proposal 2016.422; York Street Right of Way Acquisition Services;
Project Location - York Street from East 78th Avenue to Highway 224

Ms. Estrada:

In response to the Request for Proposal issued by Adams County (County), Universal Field Services, Inc. (Universal) is pleased to submit our Proposal to provide right of way acquisition services. Universal offers more than 57 years of experience, vast resources, proven abilities to contribute to project successes, and reliable management systems. This expertise will deliver the *best-value* results deserved by the County.

Incorporated in the State of Oklahoma, Universal is a privately owned corporation with an office in the *Denver area since 1994*, offering quick response when any needs might arise. Universal's Colorado office is part of a company with over 400 professionals devoted solely to modern right of way practices. The staff on our Colorado team will have the support of Universal's entire staff that is conducting similar services and solving similar problems as well as putting to use our proven systems.

Our team offered for the County's project has worked on a variety of projects in the area. Universal is prequalified by the Colorado Department of Transportation and has knowledge of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, the Uniform Assistance Act Amendments of 1987, as well as State policies and procedures. As the Vice President for Universal in Colorado since 1994, I've conducted many right of way acquisition projects and will serve as Universal's chief contact and the Project Manager for the project.

Universal will appreciate the privilege to serve on the County's Project team. Our proven organizational systems, depth of resources, outstanding quality and cost control measures, and the expertise of our management and right of way staff will provide the County with a reliable partner in accomplishing its project.

I certify that the information and data submitted is true and complete to the best of my knowledge. Please contact me if there are any questions regarding our proposal.

Sincerely,
Universal Field Services, Inc.

A handwritten signature in cursive script that reads "Larry Risinger".

Larry Risinger, SRWA
Vice President, Rocky Mountain Region

Principal Contact:

Larry Risinger, SRWA
Vice President, Rocky Mountain Region
6841 S. Yosemite St., Suite 102
Centennial, CO 80112
lrisinger@ufsrw.com
T: (303) 993-6036 | F: (303) 694-5423



B. STATEMENT OF QUALIFICATIONS

1. Project Team

Project Principal: Douglas Benson
Project Manager: Larry Risinger, SR/WA
Key Staff: Senior Acquisition Agents – Barbara Parker R/W-RAC; LaChelle Coffey, SR/WA, R/W-RAC; Tony Savageau; Jodette Bryan
 Senior Relocation Agents – LaChelle Coffey, SR/WA, R/W-RAC; Barbara Parker R/W-RAC; Leah Greene

Subconsultants: Appraisal - Bonnie Roerig & Associates, Bonnie Roerig, MAI, AI-GRS
 Fidelity National Title Co., Marian Curry

Our Project Team has detailed knowledge of right of way acquisition practices in accordance with federal and state law and procedure and is experienced with the Colorado State guidelines as well as the forms and procedures used. They have worked on numerous projects for the Colorado Department of Transportation, the Denver Regional Transportation District (RTD), and local public agencies in Colorado and have been qualified by the Colorado DOT to perform right of way acquisition services. *In addition* to Universal's experience and capabilities, our highly qualified subconsultants have the skills and resources to deliver all services in the most effective, best-value manner.

Once Universal is engaged for a Project and our efforts are launched with our **Principal** in the lead, **our Principal's level of involvement will be continuous** in the form of monitoring performance, guiding staff on solutions for unique problems, and related general oversight duties.

| Team Member | Qualifications, Experience | Unique Knowledge | Time w/Firm | Availability |
|---------------------------------------|---|---|-------------|--|
| Douglas Benson, Project Principal | Over 25 years of management, business development, and real estate related industry knowledge | All aspects of right of way operations | 8 | All personnel are available as needed for the project. Duties in right of way services on some projects can involve periods of waiting for others to act. This allows multiple projects to be handled by individuals for maximum use of time and effort. |
| Larry Risinger, Project Manager | SR/WA Designation; vast experience for 25 years on projects of all kinds across CO | Professional Land Surveyor; detailed experience with government policies, procedures, forms; all aspects of right of way operations | 25 | |
| Barbara Parker, Sr. Acquisition Agent | R/W-RAC Certification; 19+ years of ROW experience on diverse DOT projects | Versatile adaption to many government agencies on all kinds of right of way projects | 19 | |
| Jodette Bryan | 36+ years of ROW experience; thorough knowledge of all acquisition and relocation assistance processes; thorough knowledge of the Uniform Act | 25 years of work for CDOT; ROW supervisor experience; effective negotiator | 36 | |
| Tony Savageau, Sr. Acquisition Agent | 36+ years in the ROW profession; extensive experience in in all aspects of right of way acquisition services | Worked as the Project Manager and Right of Way Agent for Colorado DOT; great problem solving skills | 36 | |
| LaChelle Coffey | SR/WA, R/W-RAC Credentials, 13 years of active ROW projects; proven project management experience | Licensed appraiser; detailed knowledge of relocation assistance; skilled negotiator | 14 | |

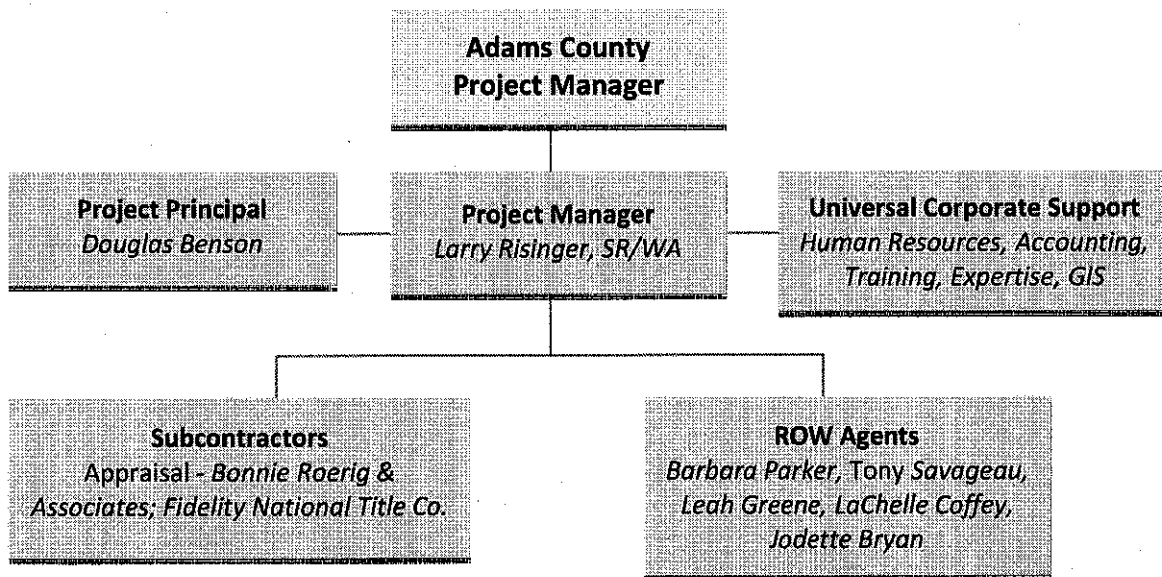


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|---|--|---|---|--|
| Leah Greene, Sr. Relocation Agent | Three years of relocation experience with diverse clients across Colorado | Specialist in the complexities of delivering federal relocation services on local projects | 3 | |
| Appraiser - Bonnie Roerig, MAI, AI-GRS | 46+ years in the real estate appraisal; MAI designation since 1981; owns and manages her own appraisal firm since 1982; member of the IRWA | Qualified as in expert witness in metro County and District Courts since 1974; expert in providing appraisal review and litigation support in eminent domain and other legal matters | Sub- consultant; 46 yrs as an Appraisal | |

Title Services Subconsultant, Fidelity National Title Co., will deliver services to the County as part of the Universal Team. The experienced, highly qualified people at Fidelity National Title Co. provide title searches and examinations, issue title insurance policies, facilitate escrows and provide other real estate related services.

Due to the page limit of this proposal, we are only able to provide resumes for our Project Manager and Appraiser in **Section E – Miscellaneous Section**. Full resumes for our key personnel will be provided upon request.

PROJECT ORGANIZATION CHART



The personnel we offer *are available* when needed and have the *relevant technical experience and proven ability* to ensure the success of the project. Our headquarters staff will provide all administrative support needed for accounting systems, financial management, equipment and supplies, and performance management. With experience coming from thousands of projects, we dedicate our proven systems and support to the success of every project.

2. Firm Capability - Universal is a privately owned corporation with an office in Denver, CO and with executive offices in Tulsa, OK as well as over three dozen region and project offices located throughout the United States. Universal has provided coordinated land and **right of way acquisition services** since 1958. In addition, we've delivered **relocation assistance services** since the Uniform Act and related laws and regulations took effect. We have been licensed to do business in the State of Colorado for over 37 years.



Our experience over hundreds of successful projects demonstrates that Universal will serve each client with the *reliable, skilled services* needed for its projects. In just the last five years, Universal project teams have worked on approximately:

- 469 government projects for 133 different clients involving over 5,486 acquisition tracts
- 236 engineering projects for 72 different clients
- 166 pipeline project distributed across the nation for 46 different clients
- 127 electric transmission line projects for 33 different clients

Universal's substantial and continuing workload demonstrates that our technical performance provides high levels of customer satisfaction—over 80% of our assignments come from repeat customers. For specific examples of our project experience, please see **Section 3 - Past Performance on Similar Projects**.

Universal has the resources to contribute to the success of every project. The firm has over 400 professional employees, consisting of over 230 right of way agents, 36 project managers of different levels, 20 project supervisors, and other specialists providing a vast resource of skill and experience.

We will deliver to the County the following unique benefits:

- Over 57 years of right of way acquisition experience and decades of relocation management
- Over 400 employees consisting of right of way acquisition agents, relocations assistance agents, project managers, and other specialists.
- State-of-the-art back-office systems; comprehensive database management and file systems
- Extensive and recent experience on government projects for Federal, State, and Local government agencies, including experience with Federal Aid and State funded projects.
- Over 20,000 parcels acquired for all projects in last five years
- Dedicated management committed to client success

The primary contact for the County's project is our Project Manager: Larry Risinger, SR/WA.

Computer Software Availability and Compatibility: Universal uses the latest technology in all aspects of its operations. This includes computer hardware systems, cloud data storage and communications, Microsoft software for office data processing, various mobile technologies, and modern software and hardware systems for GIS/Mapping and database utilities.

When only a few parcels are affected, we might utilize a simple MS Excel spreadsheet for tracking and reporting. For large projects, we use Universal's database system, *Versa*, a cloud-based, GIS-enabled database management system for land and right of way acquisition that integrates real time project data with GIS solutions and provides effective tools that can be used in -

- tracking real estate interests in geographically expansive or complex projects
- storing and delivering GIS, aerial, and other geographic data
- tracking progress on all or individual parcels, agent activity, title work, surveying, appraisals, and acquisition along with other items of interest
- generating reports, reviewing performance, and identifying areas that require corrective action
- tracking the status of key project aspects
- storing information in formats determined by the client

Availability with Existing and Projected Workloads: Our staff will be available when needed. Duties in right of way services on most projects can involve periods of waiting for others to act. This allows *multiple projects* to be handled by individuals for maximum use of time and effort. As demonstrated by our experience, Universal's personnel is skilled an effectively handling multiple priorities. Universal does not currently have any projects that would conflict with this project and more than adequate staffing is available.



Past Performance on Similar Projects - Universal has provided right of way acquisition and relocation assistance in *hundreds of local and state agency projects*, including many significant projects in Colorado. We've been serving the State of Colorado *since 1994*. Examples of some of our local clients in the last five (5) years include:

- Three (3) projects for Adams County
- Five (5) projects for Colorado Department of Transportation
- Three (3) projects for the City of Grand Junction
- Two (2) projects for the Community Housing Development Association
- One (1) project for the Veterans Administration
- Numerous other projects for the local agencies

In the following sample projects, Universal was the lead ROW firm.

Adams County, Colorado:

- **Clayton Community Trail Project** – Universal provided acquisition of 4 parcels and 6 personal property relocations. The project was completed in August 2014. **Contact:** John Wolken, ROW Supervisor, (720) 523-6875.

Roles of Key personnel: Larry Risinger, Project Manager; Barbara Parker, acquisition agent; Leah Green, relocation agent.

Colorado Department of Transportation

- **Carbondale Roundabout Project** – Universal provided 8 acquisitions. The project was completed in March 2014. **Contact:** Kathy Freeman, (970) 683-6232.

Roles of Key personnel: Larry Risinger, Project Manager; Mary Jo Bucci, acquisition agent.

Denver Regional Transportation District

- **FasTracks West Corridor** – Providing acquisition services for 117 fee parcels and relocation assistance for 15 relocations including 4 residential, 3 business and 8 personal properties. The business relocations included 1 tire and muffler shop, 1 landscaping company and 1 brickyard. The project began March 17, 2008 and was completed in December 2015. **Contact:** Susan Altes, (303) 299-2440.

Roles of Key personnel: Larry Risinger, Project Manager; Barbara Parker, acquisition agent; Leah Green, relocation agent.

Our work on each assignment mentioned above has met our client's budget and schedule needs for the services we provided. The projects involved acquisition and relocation assistance for parcels with:

- Federal and State laws and regulations, as well as CDOT and Federal Highway Administration rules and procedures
- Diversely affected rural and urban locations with a broad variety of citizen interests and needs
- Teams of subcontractors required to deliver their product on time and meeting standards
- Purchase of all types of real estate interests including fee, easements, permits, rights of entry
- Conducting relocation assistance for tenants, residential owners, and non-residential owners in varied economic situations
- Maintaining records in and coordinating/processing documents for approval through significantly different organization structures with varied priorities.

All of these features provide the specific experience that will benefit the County.



C. WORK PLAN SECTION

1. Project Goal

We have carefully reviewed your requirements in the RFP, the tasks outlined in **Section 2 - Scope of Work**, and clarifications provided in **Addendum No.1**. We understand that the County needs a well-qualified and experienced firm to provide right of way services for a roadway improvement project located from East 78th Avenue to Highway 224. This project involves approximately 32 property owners (18 residential and 14 commercial) and will include partial strip acquisitions in fee, permanent drainage easements, as well as temporary construction easements. Relocation services are not anticipated but might also be necessary.

Universal will deliver right of way acquisition services as outlined in the RFP and in accordance with all laws and regulations. Our staff will conduct its services abiding by the policies and procedures of the County and in accordance with the tasks listed in the Scope of Work. The work outlined in the RFP is consistent with most similar projects our professional team has worked on or for which we are currently delivering services, as demonstrated by our experience. Our Goal is to meet the schedule and budget needs of the County.

Deliverables (*delivered to the County within 210 calendar days after receipt of Notice to Proceed*):

- **Project Management** – Effective application of personnel, complete documentation, and quality service to the County and to each affected citizen for successful projects.
- **Appraisal Services** – Three original appraisal reports in narrative form for each property being appraised. In some instances, preliminary letters of value will be required.
- **Acquisition** – Completed acquisition documents for each parcel (deed, right of way /purchase & sale agreement, Memorandum of Settlement, etc.) submitted within 10 days of execution.
- **Relocation** – Relocation advisory and monetary assistance provided to all eligible displaced persons or personal property only moves in accordance with the Uniform Act. Ensure parcels are vacated within required timeframes.

2. Project Control

Cost Control – **Project Manager**, Larry Risinger SR/WA, has the experience and proven management skills to get the job done with effective *controls on schedule and costs*. Our corporate systems for accounting, scheduling, budget management, and project administration will play an active role in helping Larry keep each Project on track while seamlessly working with the County on invoicing and reporting. At the project level, we achieve our cost and time effectiveness in the perspective of three elements: (1) our *corporate culture* of proactive delivery of best-value services, (2) our *corporate oversight systems*, and (3) hiring people who are highly skilled, professional, and reliable. These three elements make Universal the most successful firm in the right of way industry, delivering best-value acquisition and relocation services.

Quality Control – **Project Manager** Larry Risinger SR/WA, will implement project-wide controls that will help to identify and solve potential problems before they cause delays. Complete documentation of all contacts, activities, documents, and related project information is vital for program integrity and eligibility for funding. We maintain a separate paper and electronic file for each owner. All records of the contacts with the owners are continuously updated. We utilize a three (3) stage review process on files to ensure they contain all required documentation and provide an accurate portrayal of the actions that were conducted. Once completed and reviewed by the agent, the file is submitted to the Project Manager who examines the file for compliance. In addition, the Corporate Oversight Supervisor will perform periodic reviews of the work effort provided on random files.

Scheduling – **Project Manager**, Larry Risinger SR/WA, will take the lead in organizing and scheduling the work of our staff. He will ensure that all services are performed in conformance with the County's policies, procedures, and quality standards. He will further see that all project documentation is consistent, timely,



and acceptable to the County and will be routinely in contact with designated County staff for coordination of document approval and other processing needs.

3. Critical Issues

Universal staff has carefully reviewed the project information and walked the project area to be familiar with the nature of the project and to anticipate potential property owner concerns. The project will involve a variety of real property types and interests including partial strip acquisitions, permanent drainage easements, and temporary construction easements. The acquisition will affect a variety of property types, both residential and non-residential. A field inspection indicates that multiple parcels might be affected by proximity damages. There are numerous driveway access points along the project area and some improvements are close to the future right of way. A gas station might have gas pumps in the right of way. A U-Haul business might have some parking taken away and a U-Haul sign might have to be relocated..

This is an important improvement project with issues that Universal has encountered on many occasions. Our expertise will serve the County's budget and schedule needs.

4. Project Concept

Once authorized to proceed for a project, our Project Manager will meet with the County staff to clarify expectations, policies, and procedures. This is a valuable time for establishing the relationships and understanding how to effectively conduct the work. At this meeting, a thorough review of the activities to be performed under the scope of work will be conducted along with the establishment of a detailed work plan and a critical path schedule. Universal's key organizational activities will include: (1) initial coordination meeting with the County, (2) establish files and database as needed, (3) refine strategic plan and milestones, (4) assign agent duties, (5) commence project.

Our Project Manager will report directly to the County's Project Manager and will be responsible for ensuring all the following activities are performed in strict accordance with your policies and procedures.

Universal's project management services will be available throughout the Project with full time project support to all phases of the program. Universal recognizes the importance of keeping the County informed of all progress made and will do so through the use of weekly and monthly status reports. In addition to providing regular status reports, our Project Manager will meet with the County, at its convenience to discuss the status of all scope of service activities. Universal staff will also meet with the project team on a regular basis and coordinate with other key persons such as design engineers and all subcontractors.

TITLE AND CLOSING SERVICES

Universal's staff will conduct title and closing services *in accordance with the Scope of Work and requirements of this RFP*. The following activities are typical tasks conducted by our acquisition agents or subcontract Title Company:

- Review updated title
- Open escrow, deposit funds and documents, prepare escrow instructions, and monitor closing of escrows
- Assist Title Company in obtaining releases of liens, mortgages and encumbrances of record
- Prepare warrant requests to the County with proper supporting documentation including recommended resolution of title issues
- Verify and coordinate the clearing or prorating of taxes and assessments
- Coordinate closings and attend all meetings



- Review the final title policy to make sure that it reflects only those title exceptions that the County had agreed to accept
- Submit a completed property acquisition report for each property, including transfer of all pertinent correspondence and files to the County

APRAISAL SERVICES

Our agent will coordinate the ordering and delivery of appraisal services with a Bonnie Roerig, appraiser, as needed according to each property's requirements. The appraiser will receive copies of construction and right of way plans, the legal description and rights needed from the property, related information, and the encumbrance records mentioned above. Universal agents have significant experience in providing Waiver Valuations and will work closely with the appraiser to insure consistent values throughout the project.

Our agent will stay in contact with the appraiser to ensure that proper performance occurs in accordance with State law and regulations. Property owners will be contacted and any relevant information they have regarding the property will be considered in the analysis. If unique or critical information is uncovered that could affect the Project in a meaningful way, the County staff will be immediately notified.

All services will be performed in accordance with Federal and State laws and regulations. Three original appraisal reports in narrative form for each property being appraised will be delivered to the County. In the event an update to any report is required, our agent will coordinate those needs with the appraiser.

ACQUISITION NEGOTIATIONS

When the County has issued a Notice to Proceed Universal will send the Notice of Intent to acquire to the property owners if they have not been previously sent by the County staff. If necessary, right of entry will be obtained and the appraiser will begin inspection of the properties requiring appraisals to establish Fair Market Value. Upon approval of the Fair Market Value Universal will prepare the offer packages or other necessary documents and submit those for review and signature.

When authorized by the County, the property owner will be contacted and the offer will be delivered. At minimum information conveyed during this meeting will include:

- Discussion of the necessity for the project
- Explanation of property needed
- Explanation of the acquisition process
- Explanation of the offer and its contents

Universal's agent will also deliver the relevant parcel information, learn the owner's perspective, and attempt to quickly reach an understanding and agreement for the acquisition. Universal intends to make full effort to meet personally with each individual owner; however, if this is not possible due to an absentee (out of state) owner, or at the owner's request, the offer will be made to the owner (with the County's approval) by certified mail, e-mail or other acceptable method and immediately followed up with a personal or telephone contact.

Universal's agents are trained to pursue the highest quality negotiations possible in order to achieve a superior negotiation goal. They take a proactive role in conducting *good faith* negotiations with each and every property owner. This is more than just delivering an offer and making standardized follow-up calls. It requires to actively work with the property owner so they thoroughly understand the process. Information must be provided in a timely manner in order to enable the property owner to make an informed decision, and property owner concerns must be responded to in a quick and efficient manner. Weekly contacts, at a minimum, will help develop trust between the property owner and the agent. Each contact will be documented and maintained in the parcel file.



Our agents will make a sufficient number of contacts with each owner in an effort to acquire the property. We will utilize every means available within the County's policies and procedures to minimize the need for condemnation. Any counteroffers, administrative settlements or questions regarding the project and or policies of the County will be presented to the County's Project Manager for approval.

CONDEMNATION PROCESS

If after a reasonable amount of time (not less than 30 days) the negotiations reach an impasse and at the County's direction, our agent will attempt to obtain an Agreement for Possession and Use (CDOT Form No. 228). If that is not accomplished, a recommendation to initiate condemnation proceedings will be made to the County. Universal will provide the negotiation diaries and other support necessary to assist the County's legal efforts to acquire the property.

Even though a parcel is submitted for condemnation, our agent will endeavor to work with the owner in order to complete the purchase of the property through a negotiated settlement. In those cases where the property must be secured by condemnation, the complete parcel file will be submitted and forwarded to the County for the initiation of condemnation. Universal's staff will be available to provide assistance throughout the condemnation process and in the preparation of evidence and testimony during the trial process, if so requested by the County.

RELOCATION SERVICES

If needed, our agent would provide to the displacee all appropriate notices and fully explain the specific benefits the displacee is entitled to receive as well as the process which must be followed in order to accomplish the move of the personal property. Based on the personal property to be relocated, the agent would assist the displacee in selecting the moving option which best fits their specific needs. In relocating personal property, the agreed amount for the move or a contract move, if that is required, will be paid upon verification that all of the personal property has been moved from the affected site. During the course of providing relocation assistance, the agent would maintain a detailed, typed report of all contacts made and services provided to the displacees, prepare and submit move cost determinations and claims for the displaced person(s).

QUALITY ASSURANCE

The Universal Team will utilize a three-stage review process on every file to ensure that it contains all required documentation and provides an accurate portrayal of the good faith negotiations that were conducted. The completed file is first reviewed by the agent to ensure their negotiator's log is complete and all necessary documents are properly filed. The file is then reviewed by the Project Manager who utilizes a file checklist to identify any missing documents. If incomplete, the file is returned to the Agent who is responsible for obtaining those items required to complete the file. Although Universal's Project Manager will have regular contact with the agent to review all activities, reviews will also be conducted by the Project Principal to assure the progress of all activities to complete the project in a timely manner.

RECORDS MANAGEMENT

An essential element of any project involves the records maintained to show compliance with the program objectives and to ensure eligibility for state or federal participation. Universal will maintain a separate file for each parcel and will maintain and update all parcel information, prepare documents, and provide other project information in a timely manner. Records of all contacts with property owners and affected parties will be continuously updated. We will use CDOT or the County's forms, brochures, and other documents as needed. *Given our experience across Colorado* and with the County, as well as our proven systems, we know our staff can effectively communicate with and access all parties affected by the County's Project. Our people understand the concerns and needs of the property owners as well as the County.



D. COST OF SERVICES

Universal is an experienced, financially sound Right of Way company with its total effort concentrated on acquiring Right of Way for projects like yours. We have developed a business model that allows us to be more cost effective than most firms while maintaining a superior level of service for our clients. Our sub-contractors costs are not marked up so as to keep their costs as competitive as possible.

Title Services will include updated title commitments as necessary, closing and escrow fees. The cost of the title policy would be billed directly to the County for payment. The closing costs offered in our proposal include the closing fees, recording fees, and escrow fees for a total of \$24,000.

Appraisal Services – Bonnie Roerig and Associates will provide the necessary appraisal reports for the project. Ms. Roerig is well acquainted with the project area and has provided her cost as follows:

- 18 residential appraisals at \$3,170 each for a total of \$57,060
- 14 commercial appraisals at \$3,580 each for a total of \$50,120
- Total cost for property valuations based on the 32 parcels identified for the project is \$107,180.

Acquisition/negotiation services are based on the anticipated time required to negotiate and close the average parcel on a project similar to the York St. project. The properties are expected to require on average 40 hours each based on the size and scope of this project. This includes all of the preparation time before the actual offer, negotiations, and coordination with the Title company to close on the acquisition. In the event we are unable to reach an agreement or the owner is unable to provide clear title the acquisition would be recommended for condemnation. The time to provide support the condemnation process would offset the time not needed to close the parcel and would fall within our average estimate of \$108,800.

QA/QC services will be used to review and insure the acquisition process and files are complete and accurate. This service adds approximately 8 hours to the time needed to negotiate, close, or submit a parcel for condemnation at a total of \$15,360.

Project Management will insure that the project runs smoothly. A project status report will be maintained and status meetings will be attended at the County's schedule or at minimum bi-weekly. Project management will insure sufficient staffing and will work with the selected appraiser and Title Company to maintain the project schedule. The cost for Project Management services is \$12,000.

COST OF SERVICES

| | |
|--------------------------------|------------------|
| 1. Title Services | <u>\$24,000</u> |
| 2. Appraisal Services | <u>\$107,180</u> |
| 3. Acquisition Services | <u>\$136,160</u> |
| Total Project Fee: | <u>\$267,340</u> |



The above rates include base salaries, general overhead and burden and profit. Additional project expenses would be based on the following schedule:

- Business Mileage would be billed at \$0.54 per mile (or current IRS rate).
- Actual cost associated with postage, photocopies, etc. would be billed on an actual cost basis.

All direct and indirect cost billed monthly will be supported by appropriate documentation (i.e., time sheets, mileage reports, actual invoices, etc.).

E. MISCELLANEOUS SECTION

- Project Manager Resume
- Appraiser Resume and License

Skilled Personnel

- Significant, Skilled Staff
- Industry Experts
- Consistent Resources
- Responsive Professionals

This means *Confident Action*



Larry D. Risinger, SR/WA, RPLS

PROFESSIONAL EXPERIENCE

Universal Field Services, Inc., Vice President

Larry began his career as a surveyor in Texas after graduating from Stephen F. Austin University. He joined Universal and became a skilled right of way agent and went into leadership roles where he became the Vice President, Texas and Rocky Mountain Region. The following is a sample list of government projects that Larry manages:

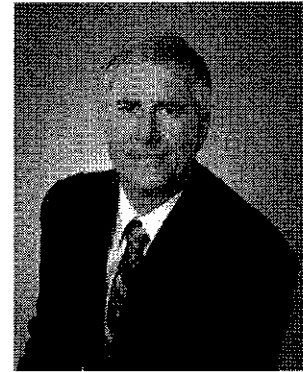
- **St. Charles Holding Company, CO (Morrison Road Mobile Home Park)** – Universal is providing relocation assistance services for a project using HUD funds for 2 mobile home parks consisting of 68 mobile homes, 4 conventional Single Family Residences and 2 Businesses. The project will include use of The URA and HUD 104D.
- **Huitt-Zollars, Inc., CO (60th Avenue Realignment)** – Universal is working on a road improvement project consisting of the acquisition of 1 commercial parcel with 3 tenant business relocations.

Previous experience includes:

- **Longmont Housing Development Corporation, CO** – 16 relocations
- **Thistle Community Housing, CO**
 - **The Cannery** – Larry relocated 10 families.
 - **Relocation Project** – Ten low income apartments were relocated.
- **City of Aurora, CO** – Larry worked on 2 projects.
- **City of Westminster, CO (Big Dry Creek)** – As the Project Manager, Larry provided acquisition services for 4 fee simple right of way, 4 slope easements and 5 temporary easements from 5 owners.
- **Colorado Department of Transportation** –
 - **US 85** – Universal completed 26 acquisitions, 5 residential relocations, 7 business relocations and 164 personal property moves.
 - **Fort Morgan** – Universal acquired right of way for 13 parcels and 2 relocations for a highway interchange improvement project.
- **Community Housing Development Association, CO (Canterbury East & South Apartments)** – Universal provided relocation for 22 residents in 2 apartment complexes. The tenants were moved once and then returned to their apartment after the renovation was completed.
- **Denver Regional Transportation District, CO (FasTracks West Corridor)** – Universal provided 75 acquisitions and 15 relocations including 4 residential, 3 business and 8 personal properties.
- **La Plata County, CO (Oxford Intersection Improvements)** – Universal provided appraisals along with agents' estimates and acquisition services for 13 parcels for a highway/CR intersection improvement project.
- **Routt County, CO (Routt County Road 14)** – Universal provided 47 acquisitions for roadway improvements to CR 14 from SH 131.

AFFILIATIONS/AWARDS/LICENSES -

Colorado Real Estate Employing Broker - License No. E01326668
Member, International Right of Way Association
Senior Designation (SR/WA)
Professional Land Surveyor, Texas #4880



QUALIFICATIONS -

Larry has been active in the right of way industry since 1990 when he came to work for Universal. He's the Vice President for Colorado, New Mexico, Utah, Wyoming, and Texas. He is familiar with all phases of the land acquisition and relocation processes. Larry has served local public agencies and Departments of Transportation such as Colorado, Utah, South Carolina, Virginia and Florida. His work as a surveyor in Texas is useful for issues involving title and legal descriptions.

UNIQUE EXPERTISE -

- Strong background in local public agency, transit, government and electric transmission projects
- Survey experience makes him invaluable on large projects
- Excellent attention to detail
- Very good communication and relationship building skills

EDUCATION -

- BS, Geology, Stephen F. Austin State University in Nacogdoches, Texas
- Various International Right of Way Association courses

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

1. Memberships:

Appraisal Institute:

Designated MAI in November 1981; awarded Designated Practicing Life Membership status–2013
Designated AI-GRS (General Review Specialist) in March 2014
Executive Committee, 1995–1996
Board of Directors, 1995–1996
Finance Committee, 1995
National Planning Committee, 1994–1995
General Appraiser Board, 1992–1996; Vice-Chair 1994; Chair 1995 and 1996
Regional Member — Ethics Administration Division, Region II, 1992–1995
Assistant Regional Member – Ethics Administration Division, Region II, 1988–1992
General Demonstration Reports Subcommittee, Chair 2000–2002; Vice-Chair, 1999, Member 2003–04
Demonstration Appraisal Grading Panel – 2005–2015
General Admissions Committee, 2000–2002
Non-Residential Demonstration Reports Subcommittee — 1985–1990; Co-Vice Chair, 1987–1990
Board of Examiners — Appraisal Reports, 1987–1990
Instructor Subcommittee, 1998–1999
Qualifying Education Committee, 1999–2002; Vice-Chair, 1999
Appraisal Journal Editorial Subcommittee, 1999–2001; Chair and Editor-in-Chief, 2002–2003
Educational Publications Committee, 2002–2003
Region Finance Officer, Region II – 2005–2015
Member, Leadership Development and Nominating Committee, 2007
Chair, Appraisal Standards Committee, 2008–2011
Member, Strategic Planning Committee, 2008–2009
2009 Recipient, President's Award (for lifetime achievement)

Colorado Chapter of the Appraisal Institute:

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

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

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

Educational Council of Appraisal Foundation Sponsors

Examination Committee, 2004–2009

2. Business Affiliations:

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

3. Experience:

- a) Appraisals throughout metropolitan Denver and in various locations in Colorado since 1970.
- b) Extensive commercial, industrial, office, and vacant land appraisal experience.
- c) Valuation studies and appraisals in conjunction with eminent domain proceedings since 1974.
- e) Qualified as expert witness in various District and County Courts and Federal Tax Court.
- f) Appraisal review.

- g) Litigation consultation.
- h) Instructor, Appraisal Institute, USPAP, BPE, Review Theory—General and Review Theory— Case Studies
- i) Instructor and course developer, general demonstration report writing seminar, Appraisal Institute
- j) Subject Matter Expert, Appraiser Qualifications Board, Appraisal Foundation
- k) AQB Certified USPAP Instructor (No. 10334), 2003–March 31, 2018
- l) Contract investigator for Colorado Board of Real Estate Appraisers, 2007 and 2011
- m) Arbitrator, real estate assessments, Boulder County, Douglas County and Jefferson County
- n) Hearing Officer, Board of Equalization, Douglas and Boulder Counties, 2007–2013
- o) Approved appraiser/appraisal reviewer, Colorado Department of Transportation
- p) Federal review appraiser, Regional Transportation District, Roaring Fork Transportation Authority
- q) Member, development team Appraisal Institute General Review Designation courses

4. Education:

- a) Bachelor of Arts in Speech Arts, 1968
- b) Master of Arts Degree in Communication Arts, 1971
- c) Appraisal Institute/American Institute of Real Estate Appraisers:
 - Course I–A, Basic Appraisal Principles – Methods and Techniques
 - Course I–B, Capitalization – Theory and Techniques
 - Course 310, Basic Income Capitalization
 - Course 520, Highest & Best Use and Market Analysis
 - Course 530, Advanced Sales Comparison and Cost Approaches
 - Course 540, Report Writing and Valuation Analysis
 - Course 705, Litigation Appraising, Specialized Topics and Applications
 - Course IV, Condemnation
 - Course VI, Investment Analysis
 - Uniform Appraisal Standards for Federal Land Acquisitions Seminar (“Yellow Book”)
 - Appraisal Curriculum Overview, 2008
 - Litigation Appraising: Specialized Topics and Applications, 2010
 - The Appraiser as an Expert Witness: Preparation & Testimony, 2010
- d) Continuing education requirements of the Appraisal Institute have been met.
- e) Colorado State General Certified Appraiser, No. CG1313395, continuing education current
- f) Concepts and Principles of USPAP, An Instructor’s Application, The Appraisal Foundation, 2003
- g) Appraising Conservation Easements and Case Studies, ASFMRA, 2005
- h) Integrating Appraisal Standards, IRWA, 2005
- i) Spreadsheet Modeling, Appraisal Institute 2011
- j) Valuation of Environmentally Contaminated Real Estate, IRWA, 2012
- k) Review Theory—General, 2013
- l) Review Case Studies—General, 2014

5. Appraisal, Consulting, and Appraisal Review Clients:

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

1873 S. Bellaire Street, Suite 1222
 Denver, Colorado 80222
 303-757-5525

Testimony and/or deposition record
Bonnie D. Roerig, MAI, AI-GRS

| Date | Client | Case Name | | Jurisdiction |
|------------------|---------------------------------------|--|-------------------------|-------------------------|
| Jan-00 | RTD | 19.427 acres owned by Denver Residential Inc., for acquisition for Park-n-Ride facility NS Ken Caryl Ave., ES Shaffer Pkwy. | Deposition Testimony | Jefferson County Dist. |
| May-01 | Kirby Ross | Land Leased Fee Analysis, Royal Palace Hotel at 1565 Colo. Blvd., Denver | Deposition | Denver District |
| Jul-01 | Alvin Chua, Esq. | Rent study for 605 Parfet St., Lakewood Tai-Dan Hsu, owner | Testimony | Jefferson County Dist. |
| Nov-02 | City of Aurora | 1470 Emporia St., Aurora (City acquisition), owned by Michael Deans | Testimony | Arapahoe County |
| Mar-03 | Parker Water & Sanitation District | 36 acres vacant land, Douglas County owned by Anton & Sherry Johnson | Deposition | Douglas County Dist. |
| Apr-03 | Parker Water & Sanitation District | 55.72 acres vacant land, Douglas County owned by Gwendolyn Mandel | Deposition | Douglas County Dist. |
| Jun-03 | Parker Water & Sanitation District | 55.72 acres vacant land, Douglas County owned by Gwendolyn Mandel | Testimony | Douglas County Dist. |
| Aug-03 | W. 72nd Ave. Extension | Boyer property, partial acquisition 7240 Kipling Street | Deposition Testimony | Jefferson County Dist. |
| Sep-03 | T-Rex | Haynes Mechanical Building Greenwood Village | Deposition Testimony | Arapahoe County |
| Nov-03 | T-Rex | Koelbel Property, E. Yale Circle Total taking | Deposition Testimony | Denver District |
| Feb-04 Mar-04 | City of Arvada | HK Newplan Property Arvada Plaza Shopping Center PE and TE acq./Rebuttal | Deposition Testimony | Jefferson County Dist. |
| Nov-05 | City of Black Hawk | Yonkers & Tarbox Partial Acquisition | Deposition Testimony | Gilpin County Dist. |
| Oct-06 | Dry Creek Reservoir | Appraisal Review, three owners | Deposition | Larimer County Dist. |
| Apr-08 | Union Pacific RR Co. | UP v. Cline et al. | Deposition | Grand County Dist. |
| Aug-09 | RTD | Smita Merchant, Inc. (1370-1390 Wadsworth) | Deposition | Denver District |
| Sep-09 | RTD | Naiman, et al. | Deposition | Jefferson County Dist. |
| Oct-09 | RTD | Naiman, et al. | Testimony | Denver District |
| Oct-10 | RTD | Quadrant Properties | Deposition | Denver District |
| Mar-11 | Internal Revenue Service | C.L. Mitchell LLC | Testimony | United States Tax Court |
| May-13 | 1770 Sherman LLC | 1770 Sherman LLC v. Commissioner of Internal Revenue | Testimony | United States Tax Court |
| May-13 | RTD | RTD v. 4882 Smith Road Warehouse LLLP | Deposition | Denver District |
| Dec-13 | B & B, et al. | FDIC v. B & B, et al. | Deposition | Denver District |
| Dec-14 | C & C of Denver | C & C of Denver v. Feldman, et al. | Deposition | Denver District |

Bonnie D Roerig
1873 S Bellaire Street #1222
Denver, CO 80222-4359

State of Colorado
Department of Regulatory Agencies
Division of Real Estate



Board of Real Estate Appraisers

Bonnie D Roerig

Certified General Appraiser

Marcia Waters

Director: Marcia Waters

License #: CG.001313395
Status: Active
Expires: 12/31/2017

For the most up to date information regarding this credential, visit <http://dora.colorado.gov/dre>

Colorado Department of Regulatory Agencies
Division of Real Estate
Bonnie D Roerig
Certified General Appraiser

| | |
|---------------------|-------------------|
| <u>CG.001313395</u> | <u>01/01/2016</u> |
| License Number | Issue Date |
| <u>Active</u> | <u>12/31/2017</u> |
| License Status | Expiration |

Verify this license at <http://dora.colorado.gov/dre>

Marcia Waters

Director: Marcia Waters

Licensee Signature





APPENDIX

- Vendor Information Form
- W-9 Form
- Contractor's Certification of Compliance
- Proposal Form/Contractor's Statement

CONTRACTOR'S CERTIFICATION OF COMPLIANCE

Pursuant to Colorado Revised Statute, § 8-17.5-101, *et. seq.*, as amended 5/13/08, as a prerequisite to entering into a contract for services with Adams County, Colorado, the undersigned Contractor hereby certifies that at the time of this certification, Contractor does not knowingly employ or contract with an illegal alien who will perform work under the attached contract for services and that the Contractor will participate in the E-Verify Program or Department program, as those terms are defined in C.R.S. § 8-17.5-101, *et. seq.* in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the attached contract for services.

CONTRACTOR:

Universal Field Services, Inc.
Company Name

May 16, 2016
Date

Larry D. Risinger
Name (Print or Type)


Signature

Vice President, Texas & Rocky Mountain Region
Title

Note: Registration for the E-Verify Program can be completed at: <https://www.vis-dhs.com/employerregistration>. It is recommended that employers review the sample "memorandum of understanding" available at the website prior to registering



**PROPOSAL FORM
2016.422 YORK STREET RIGHT OF WAY**

CONTRACTOR'S STATEMENT

I have read and fully understand all the special conditions herein set forth in the foregoing paragraphs, and by my signature set forth hereunder, I hereby agree to comply with all said special conditions as stated or implied. In consideration of the above statement, the following proposal is hereby submitted.

Two Hundred Sixty Seven Thousand and Three Hundred Forty Dollars
Written Amount

\$ 267,340
Amount

WE, THE UNDERSIGNED, HEREBY ACKNOWLEDGE RECEIPT OF

Addenda # 1
If None, Please write NONE.

Addenda # _____

| | |
|---|--|
| <u>Universal Field Services Inc.</u> | <u>May 16, 2016</u> |
| Company Name | Date |
| <u>6886 S. Yosemite Street, Suite 210</u> | <u>Larry D. Risinger</u> |
| Address | Signature |
| <u>Centennial, CO 80112</u> | <u>Larry D. Risinger, SR/WA</u> |
| City, State, Zip Code | Printed Name |
| <u>Arapahoe</u> | <u>Vice President, Texas & Rocky Mountain Region</u> |
| County | Title |
| <u>(719) 338-0080</u> | <u>(303) 694-5423</u> |
| Telephone | Fax |
| <u>lrisinger@ufsrw.com</u> | |
| Email Address | |

Larry Risinger, SR/WA
Vice President, Rocky Mountain Region
Universal Field Services, Inc.
6841 S. Yosemite St., Suite 102
Centennial, CO 80112
lrisinger@ufsrw.com
(303) 993-6036



LEADING THE WAY IN RIGHT OF WAY.