

## PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is entered into as of this 21st day of February, 2023, by and between Huerfano County, Colorado, hereinafter referred to as "CLIENT", and Transportation Resource Services, Inc., d/b/a TRS Corp., a Colorado corporation, hereinafter referred to as "TRS". CLIENT and TRS may be referred to hereafter individually as a "Party" or collectively as "Parties" to this Agreement.

### WITNESSETH

In consideration of the mutual covenants and obligations herein expressed, it is agreed by and between the parties hereto as follows:

#### 1. SCOPE OF PROFESSIONAL SERVICES

TRS agrees to provide services in accordance with the Scope of Professional Services, attached hereto as **Exhibit "A"**. CLIENT shall provide or make available any known and relevant information requested by TRS including prior notices, project data, reports, plans, and correspondence for use by TRS in the performance of the work. Services for surveying, engineering or legal advice are specifically excluded. TRS may sub-consult with appraisers and title/escrow companies on the CLIENT's behalf; however, TRS shall incur no liability for appraisal or title/escrow services rendered on behalf of the CLIENT.

#### 2. TIME OF COMMENCEMENT AND COMPLETION OF SERVICES

The services to be performed pursuant to this Agreement shall be initiated upon execution of this Agreement and this Agreement shall terminate on December 31, 2023 unless extended in writing by the Parties in advance of termination.

#### 3. FEE FOR PROFESSIONAL SERVICES

Compensation shall be paid to TRS by CLIENT on an hourly basis, and expenses shall be reimbursed as incurred, based on the fee schedule included in **Exhibit "B"** attached hereto. TRS shall bill CLIENT monthly for services rendered. The amounts of monthly payments shall be based upon TRS's progress in completing the work described in the attached Scope of Services.

#### 4. PROFESSIONAL RESPONSIBILITY

TRS shall be responsible for the professional quality, technical accuracy, timely completion and coordination of services rendered by the TRS, and shall, without additional compensation, promptly remedy and correct any errors, omissions or other deficiencies.

#### 5. CLIENT REPRESENTATIVE

CLIENT hereby designates Carl Young, as its representative. CLIENT representative shall be authorized to make all necessary and proper decisions with reference to this Agreement. All requests for contract interpretations, changes, clarifications or instructions shall be directed to CLIENT representative.

## 6. INDEPENDENT CONTRACTOR

The services to be performed by TRS are those of an independent contractor and not as an employee of CLIENT.

## 7. CHANGES

TRS shall be entitled to compensation for work performed in addition to or beyond the intended level of work contemplated herein as described in **Exhibit "A"** upon notifying CLIENT's representative in writing of such changes, in advance, and receiving authorization to proceed with the additional work.

## 8. DEFAULT

Each and every term and condition shall be deemed to be a material element of this Agreement. In the event either party should fail or refuse to perform according to the terms of this Agreement, such party may be declared in default thereof.

## 9. REMEDIES

In the event a party has been declared in default hereof, such defaulting party shall be allowed a period of five (5) days within which to cure said default. In the event the default remains uncorrected, the non-defaulting party may elect to (a) terminate the Agreement; (b) treat the Agreement as continuing and require specific performance; or (c) avail himself of any other remedy at law or equity.

## 10. TERMINATION

Both parties may terminate this Agreement for cause or for its convenience upon written notice to the other party. TRS shall discontinue performance of its work upon receipt of such notice. Upon termination, all outstanding compensation due TRS shall be immediately due and payable to TRS by CLIENT.

## 11. INSURANCE

TRS shall maintain the following insurance and limits shown. TRS shall provide evidence of the following insurance coverage before beginning any work under this Agreement:

- A. Worker's Compensation Insurance as required by State law, but if optional under State law, such insurance must cover all employees;
- B. Employer's Liability Insurance with limits of not less than \$500,000.00 for each occurrence;
- C. Comprehensive General Liability Insurance covering liability, including but not limited to Public Liability, Personal Injury, and Property Damage, with coverage of at least \$1,000,000.00 per occurrence and in the aggregate.

The policy required by Paragraph (B) above shall be endorsed to include CLIENT as additional insured.

TRS shall be solely responsible for any deductible losses under any policy required above.

## 12. INDEMNIFICATION

TRS shall defend, indemnify, and hold harmless CLIENT from all liability, losses, judgments, awards, claims, demands, and expenses (including reasonable attorneys' fees and defense costs and expenses), which may arise from any negligent act, error, or omissions or failure to perform any obligation hereunder of TRS.

## 13. ENTIRE AGREEMENT

This Agreement is the entire agreement between CLIENT and TRS. TRS is not relying upon any representations or statements made by the CLIENT outside of this Agreement in assuming full responsibility for its work.

## 14. SUCCESSORS AND ASSIGNS

The Parties each bind itself and its partners, successors, executors, administrators and assigns to the other Party of this Agreement and to the partners, successors, executors, administrators and assigns or such other party, in respect to all covenants of this Agreement; except as above, neither CLIENT nor TRS shall assign, sublet or transfer its interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party thereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than CLIENT or TRS.

## 15. EQUAL EMPLOYMENT OPPORTUNITY

In connection with performance of this Agreement, TRS shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, marital status, being handicapped, a disadvantaged person, or a disabled Viet Nam era veteran. TRS shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, national origin, age, marital status, being handicapped, a disadvantaged person, or a disabled Viet Nam era veteran. Such action shall include, but not be limited to, the following: employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

## 16. MISCELLANEOUS PROVISIONS

This contract and the rights and duties of the parties hereunder shall be interpreted in accordance with the laws of the State of Colorado applicable to contracts made and to be performed entirely within such state and the courts of such state shall have sole and exclusive jurisdiction of any disputes or litigation arising hereunder. Venue for any and all legal actions arising hereunder shall lie in the District Court for the 3rd Judicial District, State of Colorado.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

Huerfano County, Colorado

TRANSPORTATION RESOURCE  
SERVICES, INC., dba TRS CORP.

By: \_\_\_\_\_

By:  \_\_\_\_\_

Title: Chair, Board of County Commissioners

Title: Vice President

Attachments:

Exhibit A: Scope of Work (Incorporated by Reference)

Exhibit B: Fee and Expense Schedule (Incorporated by Reference)

# EXHIBIT A

## SCOPE OF REAL ESTATE SERVICES

**Date:** October 11, 2022  
**Project:** BRO P2C1-004 – CR 543 Bridge over Huerfano River  
**Department:** Huerfano County Road and Bridge Department  
**Project Manager:** Dustin Hribar, Road Superintendent

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The CONSULTANT herein will provide CLIENT with real estate/right of way support services, consistent with the task list attached, as identified by checking the appropriate box(es) below:

- A.  **PROJECT PLANNING**
- B.  **TITLE COMMITMENTS – NA- TCE Only**
- C.  **TITLE REVIEW – NA – TCE Only**
- D.  **NOTICE OF INTENT TO ACQUIRE PURSUANT TO TITLE 38 CRS**
- E.  **VALUE FINDINGS**
- F.  **APPRAISALS NA- Value finding only**
- G.  **ACQUISITION/NEGOTIATIONS**
- H.  **CLOSING COORDINATION**
- I.  **PROJECT MANAGEMENT**
- J.  **QUALITY ASSURANCE/RECORDS MANAGEMENT**

**CLIENT Contact Information:**

Dustin Hribar,  
Road Superintendent  
Huerfano County Road and Bridge Dept.  
401 Main Street  
Walsenburg, CO 81089  
Phone: (719) 738-2420  
Email: [dhribar@huerfano.us](mailto:dhribar@huerfano.us)

**CONSULTANT Contact Information**

Brad Rodenberg  
Project Manager  
TRS Corp.  
6551 S Revere Parkway, #210  
Centennial, CO 80111  
Office: 877.494.8067  
Mobile: 303.378.6238  
Email: [brad.rodenberg@trscorp.us](mailto:brad.rodenberg@trscorp.us)

**PROPERTIES CONTEMPLATED PURSUANT TO THIS SCOPE:**

APN:	Owner Name:
28-4875-241-00-193	Crystal A. Rowland

## ***RIGHT OF WAY TASK LIST***

### **A. PROJECT PLANNING**

TRS to participate in project planning meetings with the CLIENT to develop and coordinate processes, approvals, alternatives, and schedules.

### **B. TITLE COMMITMENTS**

As the property interest to be acquired is a temporary easement, a copy of only the vesting deed is required.

### **C. TITLE REVIEW**

As the property interest to be acquired is a temporary easement, a copy of only the vesting deed is required. TRS to secure copy of deed.

### **D. NOTICE OF INTENT TO ACQUIRE PURSUANT TO TITLE 38 CRS**

TRS to prepare and deliver Notices of Intent to Acquire (Notice) in compliance with CRS 38-1-121. Notice will be accompanied by a legal description(s) or depiction of the temporary easements to be acquired, a copy of the appropriate plan sheet(s), if available, identifying the location of the real property interest(s) to be acquired, and the appropriate contact information for TRS in the event the owner has questions or requires additional information.

TRS will prepare and incorporate a Permission to Enter (PTE) to include with the Notice. When granted, the PTE will permit the CLIENT and its consultants' access to the property for inspection and/or testing.

The value of the temporary easement is estimated to be less than \$5,000 in value. An appraisal is not anticipated.

### **E. VALUE FINDINGS**

Non-complex parcel acquisitions estimated to be less than \$5,000 in value may be valued informally under appraisal waiver provisions, commonly known as a "value finding". The CLIENT will determine when value findings are applicable, regardless of value. Parcel staking shall be coordinated between TRS, the CLIENT and/or the CLIENT's surveyor. TRS will conduct site inspections and provide an invitation for the owner to attend the inspection.

TRS will prepare value findings utilizing CLIENT approved forms and based upon available market information. The CLIENT will review and approve value findings as fair market value and the basis for an offer.

## **F. APPRAISALS**

No appraisals anticipated.

## **G. ACQUISITION/NEGOTIATIONS**

TRS to secure the CLIENT's written value finding approval as basis for an offer to acquire. FMV established by CLIENT approved value finding will serve as the basis for the CLIENT's written offer of just compensation to the property owner.

TRS to review Project related information furnished by the CLIENT including, but not limited to: right of way plans, design or construction plans, legal descriptions and other items as necessary. TRS will deliver an Offer to Acquire (Offer) to the Owner or Owner's representative personally or via courier with delivery signature required, generally Certified U.S. Mail or FedEx. Offer shall include:

- I. Letter of Offer;
- II. Legal description(s) of the property interests to be acquired;
- III. Summary Statement of Just Compensation;
- IV. Contract
- V. Temporary Construction Easement
- VI. IRS Form W-9, Request for Taxpayer Identification;
- VII. Return envelope (as applicable).

TRS will review the Offer and associated documents with the owner and explain the CLIENT's acquisition process.

Upon owner's acceptance of an offer from the CLIENT, TRS will prepare and submit to the owner settlement documents consisting of the CLIENT's form of Agreement, W-9 and temporary easement conveyance. Upon Owner's execution of the foregoing documents, TRS shall submit the acquisition settlement package to the CLIENT for review and approval.

If an owner provides a counteroffer, TRS will review the counteroffer with the CLIENT. For reasonable counter-offers to which settlement is in the public interest, TRS will include a written analysis and recommendation to the CLIENT's designated Project Manager.

If the Offer is neither accepted by the owner, nor a reasonable counteroffer from owner is approved by the CLIENT within 15 days of the date of the Offer, TRS shall deliver the CLIENT's Final Offer to Acquire (Final Offer) to the owner extending the CLIENT's original offer, or another amount as determined by the CLIENT.

The Final Offer will have a 10-day period for response from the Owner.

The CLIENT may request negotiations continue beyond expiration of the final offer, at the CLIENT's discretion. The CLIENT may extend additional settlement offers to the owner to reach a negotiated agreement.

Condemnation is not anticipated. Effort for pursue condemnation is not contemplated in this scope of services nor the fee estimate that accompanies.

## **H. CLOSING COORDINATION**

After approval of a settlement by the CLIENT, TRS will coordinate payment processing and delivery of the agreed upon consideration by the CLIENT to the owner.

TRS will prepare the temporary easement and a receipt and any other closing documents using CLIENT approved forms. Closing in this context includes delivery of consideration directly to the owner, while securing adequate receipt of delivery of such.

## **I. PROJECT MANAGEMENT**

TRS's designated Project Manager will be responsible for coordination of right of way activities with the CLIENT's Project Manager, including but not limited to:

1. Scheduling;
2. Cost estimating;
3. Project status meetings/conference calls;
4. Oversight of Project tasks;
5. Status reporting.
6. Preparation of Right of Way Clearance request for CLIENT signature and transmittal to CDOT.

## **J. QUALITY ASSURANCE/RECORDS MANAGEMENT**

TRS will retain a current file during the right of way acquisition phase of a Project and submit one (1) complete original file for each Project parcel (by ownership) to CLIENT and CDOT upon completion of right of way activities associated with said Project.

TRS's Project files shall include any and all documents affecting the parcel including, but not limited to:

1. Value findings;
2. Notices of Intent;
3. Permissions to Enter;
4. Vesting deed to subject property
5. Legal Descriptions;
6. Offers;
7. Final Offers/Settlement Offers;
8. Purchase Agreements/Memorandum of Agreements;
9. Negotiation records/logs;
10. Miscellaneous correspondence, letters, memos;
11. Executed closing documents/temporary easement conveyance



# EXHIBIT B



## County Road 543 Bridge over Hurfano River October 11, 2022

<i>Employee Classification</i>	<i>Project Manager</i>	<i>Senior ROW Agent</i>	<i>Admin</i>	<i>TOTALS</i>
<i>Rate</i>	\$162.00	\$125.00	\$65.00	
<b>RIGHT OF WAY TASKS</b>	<i>hours</i>	<i>hours</i>	<i>hours</i>	<b>COMMENTS</b>
<b>A. Planning and Research</b>				
1. Initial Owner meeting		2		
2. Plan & legal descriptions review/ROWPR	1	1		
3. Title review				NA - TE Only
4. Project records set-up			1	
<i>subtotal hours</i>	1	3	1	5
<i>subtotal fees</i>	\$162.00	\$375.00	\$65.00	\$602.00
<b>B. Property Owner Appraisal Coordination / Value Findings</b>				
1. Appraisal coordination				NA - Value Finding
2. Prepare value finding		6		
3. NOI / CRS 38-1-121 Letters to owners		1	4	One property owner
<i>subtotal hours</i>	0	7	4	11
<i>subtotal fees</i>	\$0.00	\$875.00	\$260.00	\$1,135.00
<b>C. Acquisition/Donations</b>				
1. Coordination with client		2		
2. Preparation of Offer		1	1	
3. Negotiations with Owner		4		
4. Settlement processing		1	1	
5. Update agent logs / file maintenance		1	1	
<i>subtotal hours</i>	0	9	3	12
<i>subtotal fees</i>	\$0.00	\$1,125.00	\$195.00	\$1,320.00
<b>D. Relocation</b>				
1. Relocation Plan				No Personal Property contemplated
2. Replacement Housing Determination				No displaced occupants
3. Move Cost Determinations				
4. Review/Approval of Determinations				
5. Relocation Advisory Assistance				
6. Appeals				
<i>subtotal hours</i>	0	0	0	0
<i>subtotal fees</i>	\$0.00	\$0.00	\$0.00	\$0.00



**EXHIBIT B**

**County Road 543 Bridge over Hurfano River  
October 11, 2022**

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<i>Rate</i>	\$162.00	\$125.00	\$65.00		
<b>E. Title / Closing Coordination / File Maintenance</b>					
1. Secure commitments / updates		1			NA - TE-Only
2. Closing coordination / document review			1		
3. Agency approvals					
4. Secure releases / subordinations					NA-TE-only
<i>subtotal hours</i>	0	1	1		2
<i>subtotal fees</i>	\$0.00	\$125.00	\$65.00		\$190.00
<b>F. Project Management / Records Management</b>					
1. Contract Management	1		1		
2. File Management / Quality Assurance			1		
<i>subtotal hours</i>	1	0	2		3
<i>subtotal fees</i>	\$162.00	\$0.00	\$130.00		\$292.00
<b>ROW Hourly Totals</b>	hours 2	20	11		33
	\$324.00	\$2,500.00	\$715.00		<b>\$3,539.00</b>
<b>THIRD PARTY &amp; DIRECT EXPENSES</b>					
	<i>Quantity</i>	<i>Price</i>		<i>Fee</i>	
<i>Incidentals (TRS) Postage / FedEx / Copies</i>	1	\$ 100.00		\$100.00	
<i>Mileage</i>	<i>IRS per mile</i>	<i>Miles</i>			
	\$0.560	300		\$168.00	
<b>Expense Total</b>				<b>\$268.00</b>	

**TRS PROFESSIONAL SERVICES FEE ESTIMATE**

**\$3,807**