

March 6, 2013

Company  
Address  
City, State Zip

RE: Acquisition Services  
CN42706 Grand Island Resurfacing – Various Locations  
Request for Appraisal Proposal

The purpose of this letter is to solicit a proposal for acquisition services for the tracts to be acquired as part of the above captioned project. The enclosed plans provide details of the areas valued by the appraiser.

This is a federal-aid project, so federal requirements for appraisal and acquisition of the tracts must be adhered to.

The work required for this project is described in this document and as noted in the enclosed Acquisition Services Specifications and Appendix A and B of that document.

We have valuation reports on each property on the project. There are 28 tracts that are temporary easements only, and 4 tracts with ROW takings and temporary easements. The type of valuation report for each tract is a Compensation Estimate.

Your proposal for this project should include the following:

- a. Experience performing acquisition services for Federal Aid transportation projects for Local Public Agencies in Nebraska (20%)
- b. Sufficient number of staff to perform the required services (15%)
- c. Ability of firm to start work immediately after receiving the notification to proceed (15%)
- d. Present workload with the City of Grand Island (firms currently contracted for appraisal and acquisition services with the City of Grand Island will be scored lower) (25%)
- e. The time you feel necessary to complete the work after receiving the notification to proceed (15%)
- f. Your fee to negotiate for the acquisition of each property needed (5%)
- g. Your fee for each day and for each half day appearance in County Court if property must be acquired by eminent domain and our attorney requests your appearance (5%)

All the above criteria will be factors in evaluating proposals. Selection will be made by rating the above criteria on a scale of 1-10 and applying the weighting as shown.

Please submit your proposal to this office on or before March 26, 2013. Proposals will be opened at 4:00 PM, March 26, 2013. If you have any questions or desire additional information, please don't hesitate to contact me at any time.

Sincerely,

Scott "Grip" Gripenstroh, Project Manager  
City of Grand Island Public Works  
Office 308-385-5444 ext. 265  
Cell 308-380-2663

attachments

## ACQUISITION SERVICES SPECIFICATIONS

### A. PROJECT DESCRIPTION

The City of Grand Island will receive proposals for Acquisition Services for:

Project: URB-5409(2)

CN: 42706

Location: Grand Island Resurfacing – Various Locations

The work required for this project is to negotiate for the acquisition of temporary easements and right-of-way needed by the City of Grand Island to construct this project. This includes meetings with the City of Grand Island, plan review, preparing status reports and submitting the necessary documents to the City of Grand Island for each easement or right of way tract.

The work is also described in detail in this document and as noted in Appendix A and B.

All those providing proposals will record their fee required for each tract and the total fee for the project on Appendix B. In addition, also indicate the date you expect to be able to start and complete the requested services assuming Notice to Proceed is given on April 10, 2013. Further, Appendix B shall be signed and dated in the space provided.

### B. CITY OF GRAND ISLAND TO PROVIDE

1. Provide the title searches.
2. Provide the construction plans and cross sections.
3. Provide the right of way plans.
4. Provide the Appraisal Project Report.
5. Provide Individual Tract Appraisals or Valuation Documents.
6. Provide Acquisition Brochures.
7. Provide Right of Way Contract forms.
8. Provide Deed forms.
9. Provide Permanent Easement Instrument forms.
10. Provide Rights Letter.
11. Provide Certificate of Negotiator.
12. Provide Lessee's Contract forms.
13. 1099 Forms.

### C. APPLICABLE PUBLICATIONS

The Acquisition Consultant shall follow the criteria of the current applicable publications listed here:

1. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970.
2. Nebraska Department of Roads Right of Way Manual.

### D. INITIAL MEETING AND PLAN REVIEW

The Acquisition Consultant shall meet with the City of Grand Island to review the plans and discuss the scope of work before beginning Acquisition activities.

### E. TITLE RESEARCH

1. The Acquisition Consultant shall verify that the title information is correct and current at the appropriate county offices.

2. On total acquisition tracts, the Acquisition consultant will check for unpaid taxes, special assessments, etc.
3. The Acquisition Consultant will check with the owner about the status of the encumbrances shown and tactfully ascertain otherwise undisclosed liens, encumbrances, or other interests.
4. The Acquisition consultant shall provide to the City of Grand Island mortgage release information and copies of Deeds of Trust.

#### F. ACQUISITION

1. The Acquisition Consultant(s) shall be licensed by the Nebraska Real Estate Commission.
2. The Acquisition Consultant shall make every effort to understand the projects' objective, the valuation documents, and the project's impact on each property before meeting with individual property owners.
3. The Acquisition Consultant shall make every reasonable effort to acquire expeditiously the parcels listed herein.
4. The Acquisition Consultant shall make a prompt offer to acquire each parcel for the full amount which has been established and approved as just compensation for the acquisition.
5. Upon initiation of negotiations, the Acquisition Consultant shall provide the owner of real property to be acquired with a written statement of, and a summary of the basis for, the amount which has been established as just compensation for the proposed acquisition.
6. The Acquisition Consultant shall make all reasonable efforts to personally contact each owner or their designated representative, explain the acquisition, and offer in writing the approved estimate of just compensation. When all efforts to make personal contact have failed or in the event the property owner resides out of state, the owner may be contacted by certified or registered first class mail or other means appropriate to the situation.
7. At the first contact where the offer is discussed, the Acquisition Consultant shall give the owner the State's brochure describing the land acquisition process and the owner's rights, privileges and obligations.
8. A revised offer and summary statement of just compensation shall be provided the owner if the extent of the taking is revised or the approved estimate of just compensation is revised by the Review Appraiser.
9. The Acquisition Consultant shall maintain adequate records to include a certificate of negotiator and a call report for each parcel.
10. The call report shall contain at least the following:
  - the date and place of each contact
  - parties of interest contacted
  - offer made
  - report of the discussion with the owner
  - counter offer or reasons offer was not accepted
  - signature of the Agent and date signed by the Agent.
11. The Acquisition Consultant shall acquire the necessary property rights through amicable negotiations, which is defined as the process by which property is acquired through written or personal contact with the owner with the aim of reaching agreement on the terms of a voluntary transfer of such property.
12. If the Acquisition Consultant's negotiations do not succeed in obtaining the necessary property rights and condemnation is required, the Acquisition Consultant shall deliver the

tract files along with the updated title information, call reports, Basic Information Sheet and completed Certificate of negotiator to the City of Grand Island.

#### G. REPORTS

The Acquisition Consultant shall submit a weekly status report explaining the status of each tract and including any remarks which may need to be addressed.

#### H. NEGOTIATIONS

1. For this agreement, the Acquisition Consultant shall assume that approximately thirty-two (32) tracts will need to be acquired.
2. All tracts will be acquired by the Acquisition Consultant, including those tracts with owners living out of the State of Nebraska.
3. Tracts with identical ownerships are considered one tract for negotiation and payment purposes.
4. The Acquisition Consultant is required to obtain all necessary signatures to complete the transaction, including tenant releases.
5. All tenants may not have been identified at the start of the assignment. The Acquisition Consultant is required to identify any additional tenants and to obtain their releases without further compensation.
6. Each advertising sign is considered as a separate tract for negotiation purposes.

#### I. DELIVERABLES

The Acquisition Consultant shall submit the proper documents, as identified earlier, for each tract upon completion of negotiation and acquisition of each tract. These documents are:

1. Properly executed right of way and easement contracts.
2. Deeds.
3. Call Reports.
4. 1099 Forms.
5. Completed Certificate of Negotiator.
6. Buyer's copy of the valuation document.
7. Basic Information Sheet.

#### J. COMPLETION

The Acquisition Consultant's work under this agreement will be considered done upon the submittal of the last tract documents that the Acquisition Consultant is responsible for and, that the City of Grand Island agrees that all tracts and documents for the project are done or accounted for and that the Acquisition Consultant's work is satisfactory.

## APPENDIX "A"

### NONDISCRIMINATION CLAUSES

During the performance of this contract, the Acquisition Consultant, for itself, its assignees and successors in interest (hereinafter referred to as the "Acquisition Consultant"), agrees as follows:

Compliance with Regulations: The Acquisition Consultant will comply with the Regulations of the Department of Transportation relative to nondiscrimination in federally assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Parts 21 and 27, hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

Nondiscrimination: The Acquisition Consultant, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the basis of disability race, color, sex, religion or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Acquisition Consultant will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix "A", "B", and "C" of Part 21 of the Regulations.

Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Acquisition Consultant for work to be performed under a subcontract, including procurements of materials or equipment, each potential subcontractor or supplier shall be notified by the Acquisition Consultant of the Acquisition Consultant's obligations under this contract and the Regulations relative to nondiscrimination on the basis of disability, race, color, sex, religion or national origin.

Information and Reports: The Acquisition Consultant will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the City of Grand Island to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of an Acquisition Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Acquisition Consultant shall so certify to the City of Grand Island as appropriate, and shall set forth what efforts it has made to obtain the information.

Sanctions for Noncompliance: In the event of the Acquisition Consultant's noncompliance with the nondiscrimination provisions of this contract, the City of Grand Island shall impose such contract sanctions as it may determine to be appropriate, including but not limited to,

- (a) withholding of payments to the Acquisition Consultant under the contract until the Acquisition Consultant complies, and/or
- (b) cancellation, termination or suspension of the contract, in whole or in part.

Incorporation of Provisions: The Acquisition Consultant will include the provisions of paragraph (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, order, or instructions issued pursuant thereto. The Acquisition Consultant will take such action with respect to any subcontract or procurement as the City of Grand Island may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event a Acquisition Consultant becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Acquisition Consultant may

request the City of Grand Island to enter into such litigation to protect the interests of the City of Grand Island.

### MINORITY BUSINESS ENTERPRISES

#### Policy

The Acquisition Consultant and City of Grand Island agree to ensure that minority business enterprises as defined in 49 CFR Part 23 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this agreement. Consequently, the minority business requirements of 49 CFR Part 23 are hereby made a part of and incorporated by this reference into this agreement.

#### Minority Business Enterprises Obligation

The Acquisition Consultant and City of Grand Island agree to ensure that minority business enterprises as defined in 49 CFR Part 23 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. In this regard, the Acquisition Consultant shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts. The Acquisition Consultant shall not discriminate on the basis of disability; race, color, sex, religion or national origin, in the performance of FHWA assisted contracts.

Failure of the Acquisition Consultant to carry out the requirements set forth above shall constitute breach of contract and, after the notification of the FHWA, may result in termination of the agreement or contract by the City of Grand Island or such remedy as the City of Grand Island deems appropriate.

### DRUG-FREE WORKPLACE POLICY

The Acquisition Consultant shall have, on file with the City of Grand Island, an acceptable drug-free workplace policy.

**APPENDIX B**

**LIST OF TRACTS TO BE ACQUIRED**

<b>TRACT NUMBER</b>	<b>TYPE OF VALUATION DOCUMENT</b>	<b>FEE</b>
1 Temporary Easement	Compensation Estimate	\$
2 Temporary Easement	Compensation Estimate	\$
3 Temporary Easement	Compensation Estimate	\$
4 Temporary Easement	Compensation Estimate	\$
5 Temporary Easement	Compensation Estimate	\$
6 Temporary Easement	Compensation Estimate	\$
7 Temporary Easement	Compensation Estimate	\$
8 Temporary Easement	Compensation Estimate	\$
9 Temporary Easement	Compensation Estimate	\$
10 Temporary Easement	Compensation Estimate	\$
11 Temporary Easement	Compensation Estimate	\$
12 Temporary Easement	Compensation Estimate	\$
13 Temporary Easement	Compensation Estimate	\$
14 Temporary Easement and ROW	Compensation Estimate	\$
15 Temporary Easement and ROW	Compensation Estimate	\$
16 Temporary Easement	Compensation Estimate	\$
17 Temporary Easement	Compensation Estimate	\$
18 Temporary Easement	Compensation Estimate	\$
19 Temporary Easement	Compensation Estimate	\$
20 Temporary Easement and ROW	Compensation Estimate	\$
21 Temporary Easement and ROW	Compensation Estimate	\$
22 Temporary Easement	Compensation Estimate	\$
23 Temporary Easement	Compensation Estimate	\$
24 Temporary Easement	Compensation Estimate	\$
25 Temporary Easement	Compensation Estimate	\$
26 Temporary Easement	Compensation Estimate	\$
27 Temporary Easement	Compensation Estimate	\$
28 Temporary Easement	Compensation Estimate	\$
29 Temporary Easement	Compensation Estimate	\$
30 Temporary Easement	Compensation Estimate	\$
31 Temporary Easement	Compensation Estimate	\$
32 Temporary Easement	Compensation Estimate	\$
<b>TOTAL FEE</b>		<b>\$</b>

Full Day County Court Fee		Half Day County Court Fee	
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Start Date \_\_\_\_\_

Completion Date: \_\_\_\_\_

Submitted by: \_\_\_\_\_

Please Print

Please Sign

Address: \_\_\_\_\_

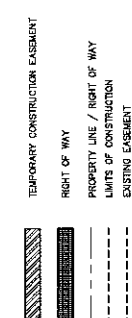
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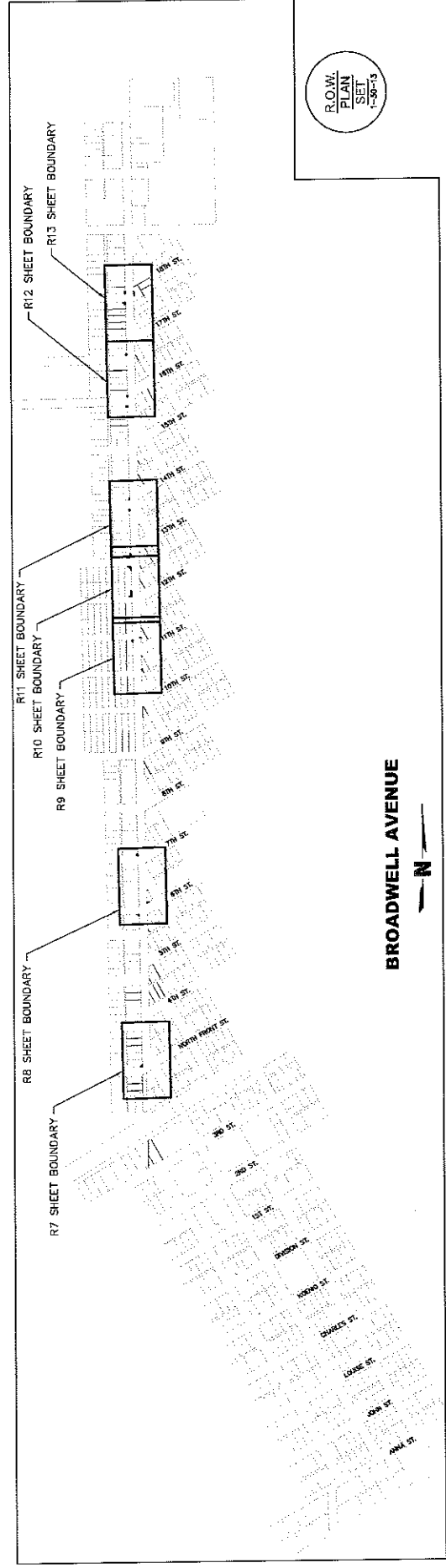
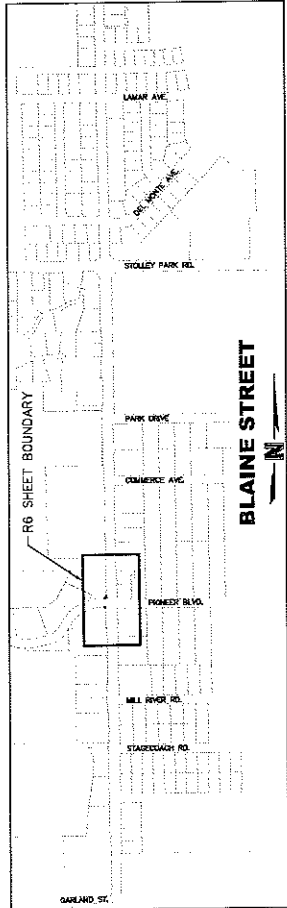
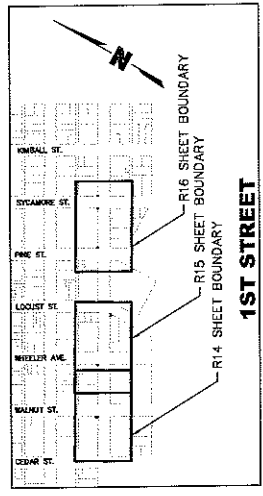
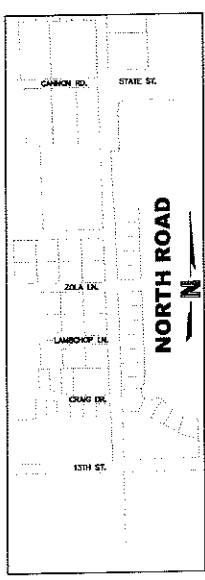
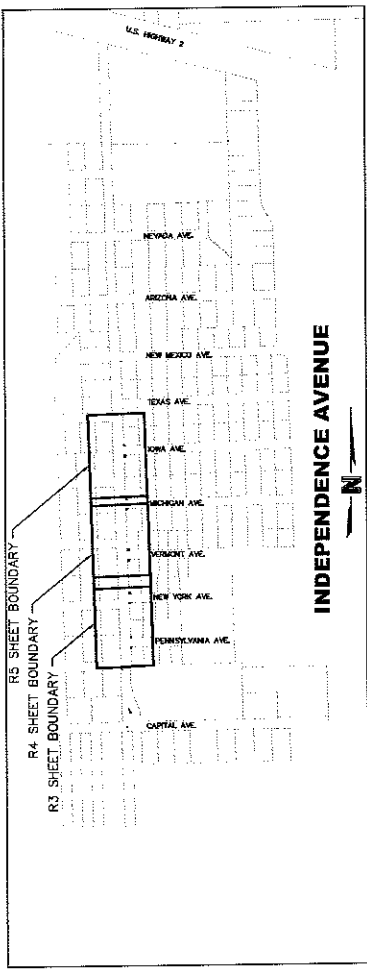
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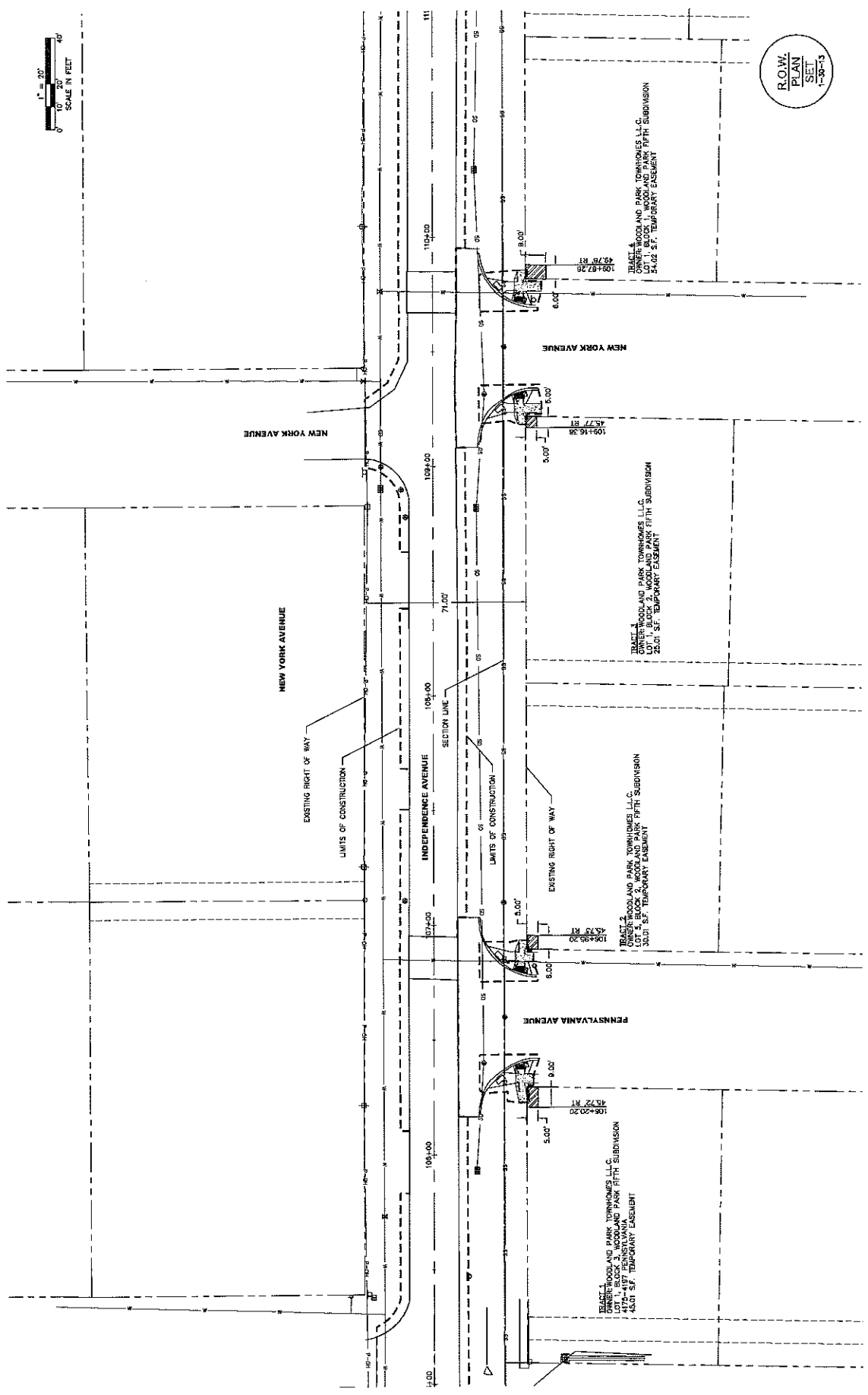
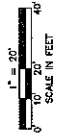


TRACT NO.	OWNER	DESCRIPTION	OWNERSHIP		RECORD		TRACT NO.
			NEW	EXISTING	NEW	EXISTING	
1	WOODLAND PARK TOWNHOMES L.L.C.	LOT 1, BLOCK 5, WOODLAND PARK FIFTH SUBDIVISION					1
2	WOODLAND PARK TOWNHOMES L.L.C.	LOT 2, BLOCK 5, WOODLAND PARK FIFTH SUBDIVISION					2
3	WOODLAND PARK TOWNHOMES L.L.C.	LOT 3, BLOCK 5, WOODLAND PARK FIFTH SUBDIVISION					3
4	WOODLAND PARK TOWNHOMES L.L.C.	LOT 4, BLOCK 5, WOODLAND PARK FIFTH SUBDIVISION					4
5	ALLAN E. MILAM	LOT 5, BLOCK 1, WOODLAND PARK SEVENTH SUBDIVISION					5
6	KENT E. VOST	LOT 6, BLOCK 1, WOODLAND PARK SEVENTH SUBDIVISION					6
7	SARA R. MANN & ANTHONY P. MANN	LOT 7, BLOCK 3, WOODLAND PARK SECOND SUBDIVISION					7
8	KENNETH R. SWANSON & MELISSA A. SWANSON	LOT 8, BLOCK 2, WOODLAND PARK SECOND SUBDIVISION					8
9	NATHAN P. PFEFFER & SHELBY M. PFEFFER	LOT 9, BLOCK 2, WOODLAND PARK SECOND SUBDIVISION					9
10	PHILIP J. WEIDING & SHELBY A. WEIDING	LOT 10, BLOCK 2, WOODLAND PARK SECOND SUBDIVISION					10
11	KENHARE OWNERS ASSOCIATION	LOT 11, BLOCK 1, KENHARE SUBDIVISION					11
12	KENHARE OWNERS ASSOCIATION	LOT 12, BLOCK 1, KENHARE SUBDIVISION					12
13	KENHARE OWNERS ASSOCIATION	LOT 13, BLOCK 1, KENHARE SUBDIVISION					13
14	JULIO MINAREZ-TORRES & NICOLASA MINAREZ	LOT 14, BLOCK 1, PARKER AND BARRIS ADD.					14
15	LORRAINE S. TARGE	LOT 15, BLOCK 1, PARKER AND BARRIS ADD.					15
16	YEN CHI SUN & HSEH BOO	LOT 16, BLOCK 3, LAMBERTS SECOND ADD.					16
17	JAGI REALTY, L.L.C.	LOTS 4 & 5, BLOCK 12, CLERTS ADD.					17
18	DULMA E. ESCOBAR	LOT 18, BLOCK 7, ROGERS AND HILL'S ADD.					18
19	THOMAS TROY VENTURA & ORJUBA A. MICHELA DE TROM	LOT 19, BLOCK 1, ROGERS AND HILL'S ADD.					19
20	JAGI REALTY, L.L.C.	LOT 20, BLOCK 1, ROGERS AND HILL'S ADD.					20
21	VALERIA E. COSSAN & COLLEEN M. COSSAN	LOT 21, BLOCK 1, ROGERS AND HILL'S ADD.					21
22	VALERIA E. COSSAN & COLLEEN M. COSSAN	LOT 22, BLOCK 1, ROGERS AND HILL'S ADD.					22
23	ELPIDA S. ZAVALA	LOT 23, WEST LAWN ADD.					23
24	HELEN E. GREENWALT	LOT 24, WEST LAWN ADD.					24
25	BRENDA LYNN NORMAN	LOT 25, WADE'S SUBDIVISION					25
26	BERNARD D. LYONS, JR., CLIFTON E. HYATT AND JAMES D. SCHULTZ, TRUSTEES FOR THE CHURCH OF GOD OF PROPHECY	LOT 116, WEST LAWN ADD.					26
27	RONALD C. HANDWER	LOT 112, WEST LAWN ADD.					27
28	JBI ENTERPRISES, L.L.C.	PT. LOT 9, WEST LAWN ADD.					28
29	GASPE REALTY COMPANY	LOT 12, CLERTS 2ND ADD.					29
30	WHEELER STREET PARTNERSHIP	LOT 13, CLERTS 2ND ADD.					30
31	WHEELER STREET PARTNERSHIP	LOT 14, BLOCK 81 ORIGINAL TOWN, CITY OF GRAND ISLAND					31
32	ENVIRO-CLERM CONTRACTORS INC.	LOT 15, BLOCK 80 ORIGINAL TOWN, CITY OF GRAND ISLAND					32
33	CITY OF GRAND ISLAND	BLOCK 76, ORIGINAL TOWN, CITY OF GRAND ISLAND					33
34	CITY OF GRAND ISLAND	BLOCK 77, ORIGINAL TOWN, CITY OF GRAND ISLAND					34





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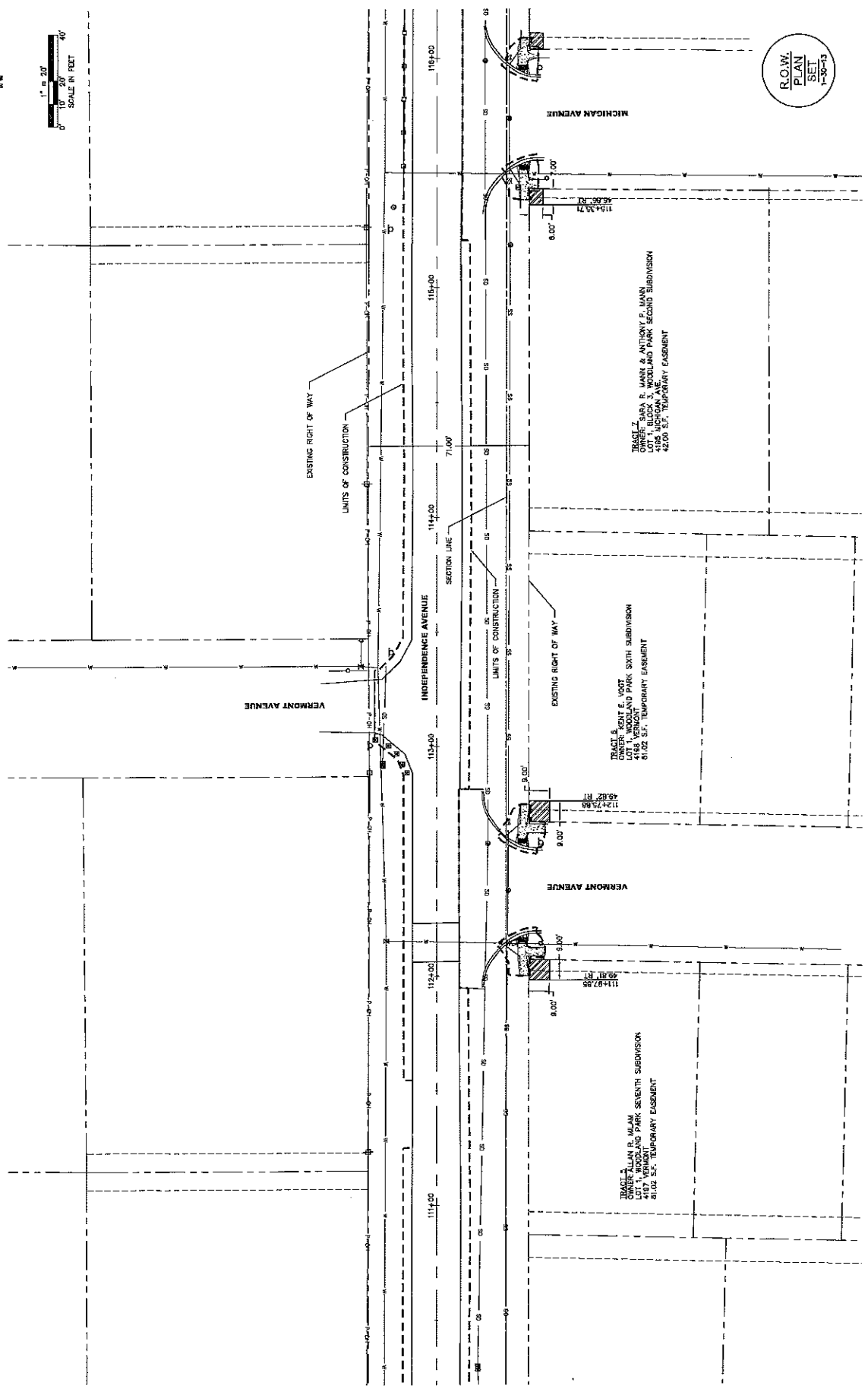
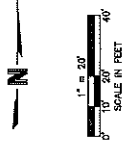
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 ONYER WOODLAND PARK TOWNHOMES L.L.C.  
 LOT 1, BLOCK 2, WOODLAND PARK FIFTH SUBDIVISION  
 34.02 S.F. TEMPORARY EASEMENT

TRACT 2  
 ONYER WOODLAND PARK TOWNHOMES L.L.C.  
 LOT 2, BLOCK 2, WOODLAND PARK FIFTH SUBDIVISION  
 25.01 S.F. TEMPORARY EASEMENT

TRACT 3  
 ONYER WOODLAND PARK TOWNHOMES L.L.C.  
 LOT 3, BLOCK 2, WOODLAND PARK FIFTH SUBDIVISION  
 33.01 S.F. TEMPORARY EASEMENT

TRACT 4  
 ONYER WOODLAND PARK TOWNHOMES L.L.C.  
 LOT 4, BLOCK 2, WOODLAND PARK FIFTH SUBDIVISION  
 25.01 S.F. TEMPORARY EASEMENT

R.O.W.  
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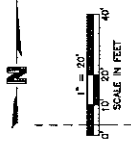


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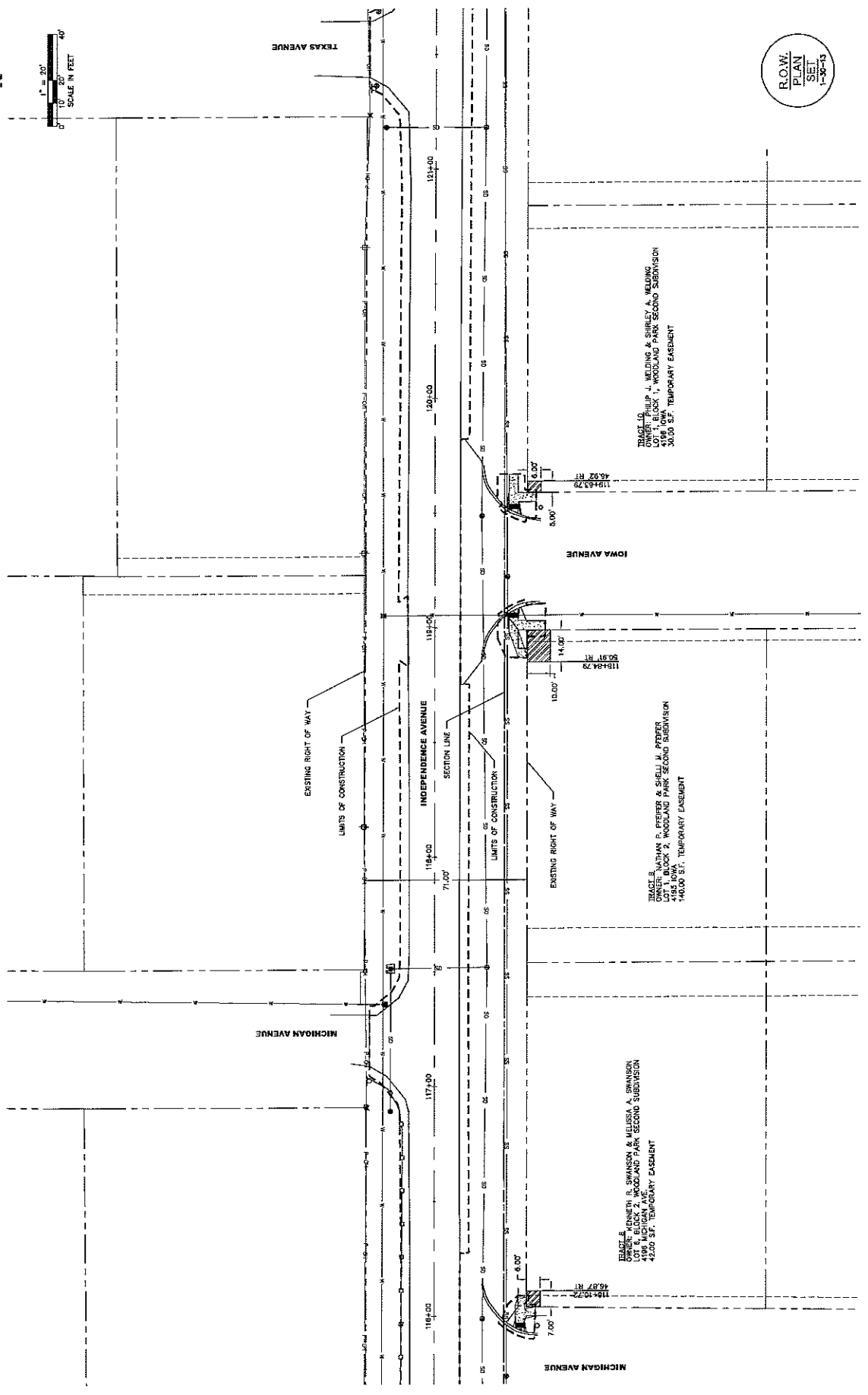
TRACT 2  
 OWNER: MARY S. HARRIS & ANTHONY P. HARRIS  
 LOT 1, BLOCK 3, WOODLAND PARK SECOND SUBDIVISION  
 4185 MICHIGAN AVE  
 8102 S.F. TEMPORARY EASEMENT

TRACT 5  
 OWNER: KENT E. JOGT  
 WOODLAND PARK SIXTH SUBDIVISION  
 4184 VERMONT  
 8102 S.F. TEMPORARY EASEMENT

TRACT 1  
 OWNER: MARY S. HARRIS  
 LOT 1, WOODLAND PARK SEVENTH SUBDIVISION  
 417 VERMONT  
 8102 S.F. TEMPORARY EASEMENT



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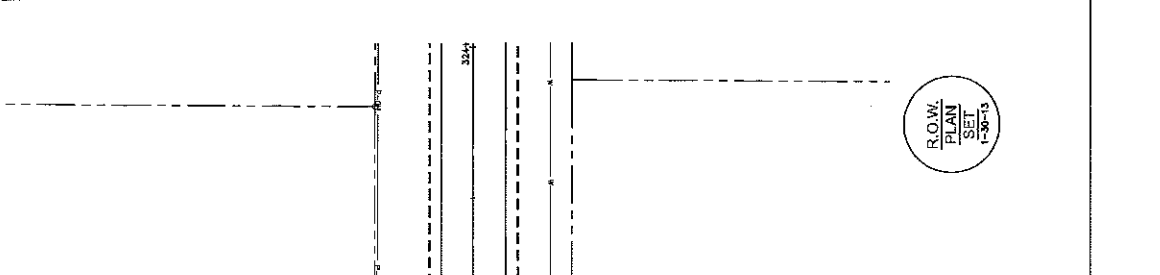


**TRACT A**  
 OWNER: PHILIP J. WELDIG & SHIRLEY A. WELDIG  
 LOT 1, BLOCK 1, WOODLAND PARK SECOND SUBDIVISION  
 30.00 S.F. TEMPORARY EASEMENT

**TRACT B**  
 OWNER: NATHAN P. PEPPER & SHELLE M. PEPPER  
 LOT 2, BLOCK 2, WOODLAND PARK SECOND SUBDIVISION  
 146.00 S.F. TEMPORARY EASEMENT

**TRACT C**  
 OWNER: BENJAMIN B. SWANSON & MELISSA A. SWANSON  
 LOT 1, BLOCK 2, WOODLAND PARK SECOND SUBDIVISION  
 46.00 S.F. TEMPORARY EASEMENT

DATE: 11/13/2014



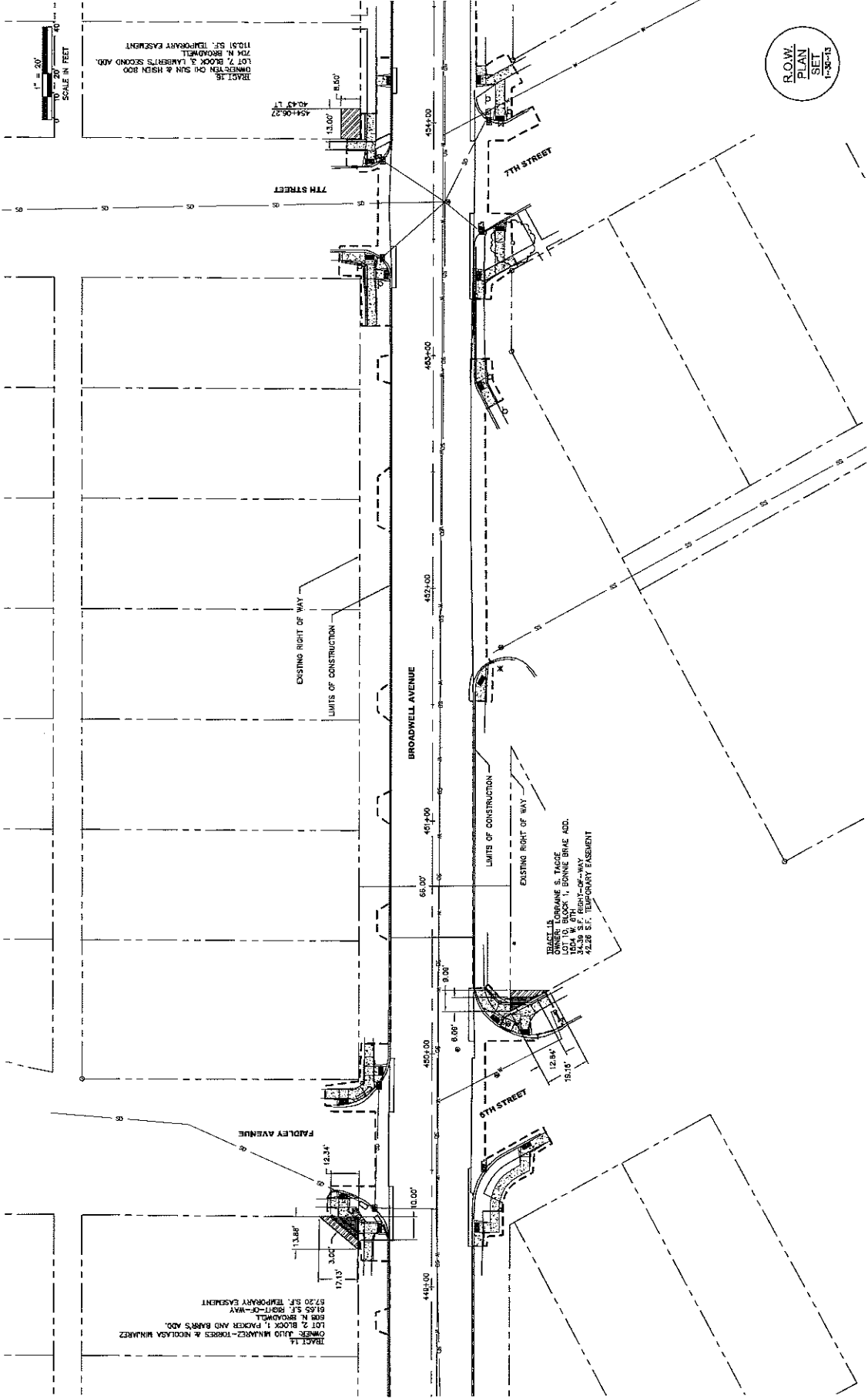
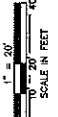
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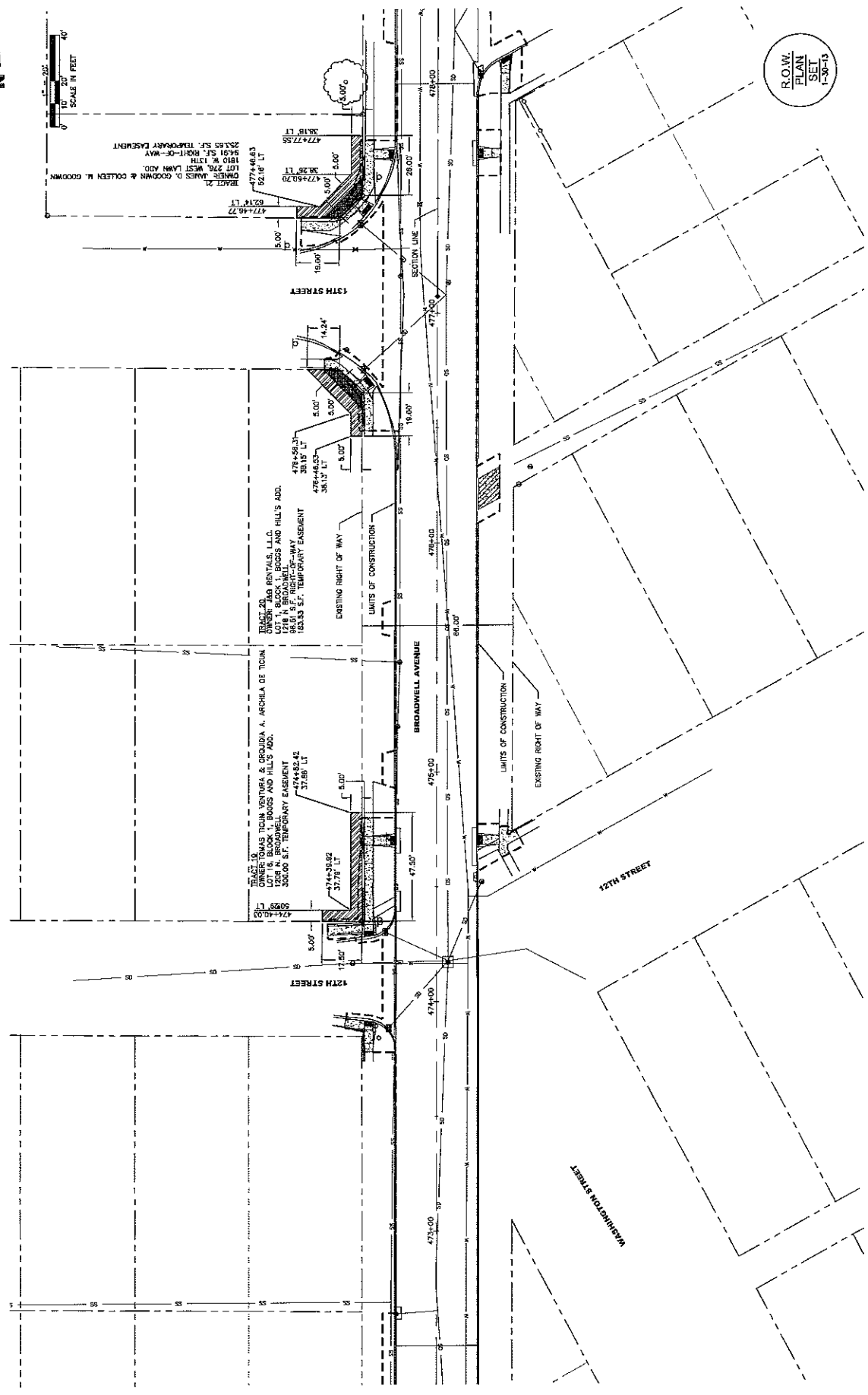
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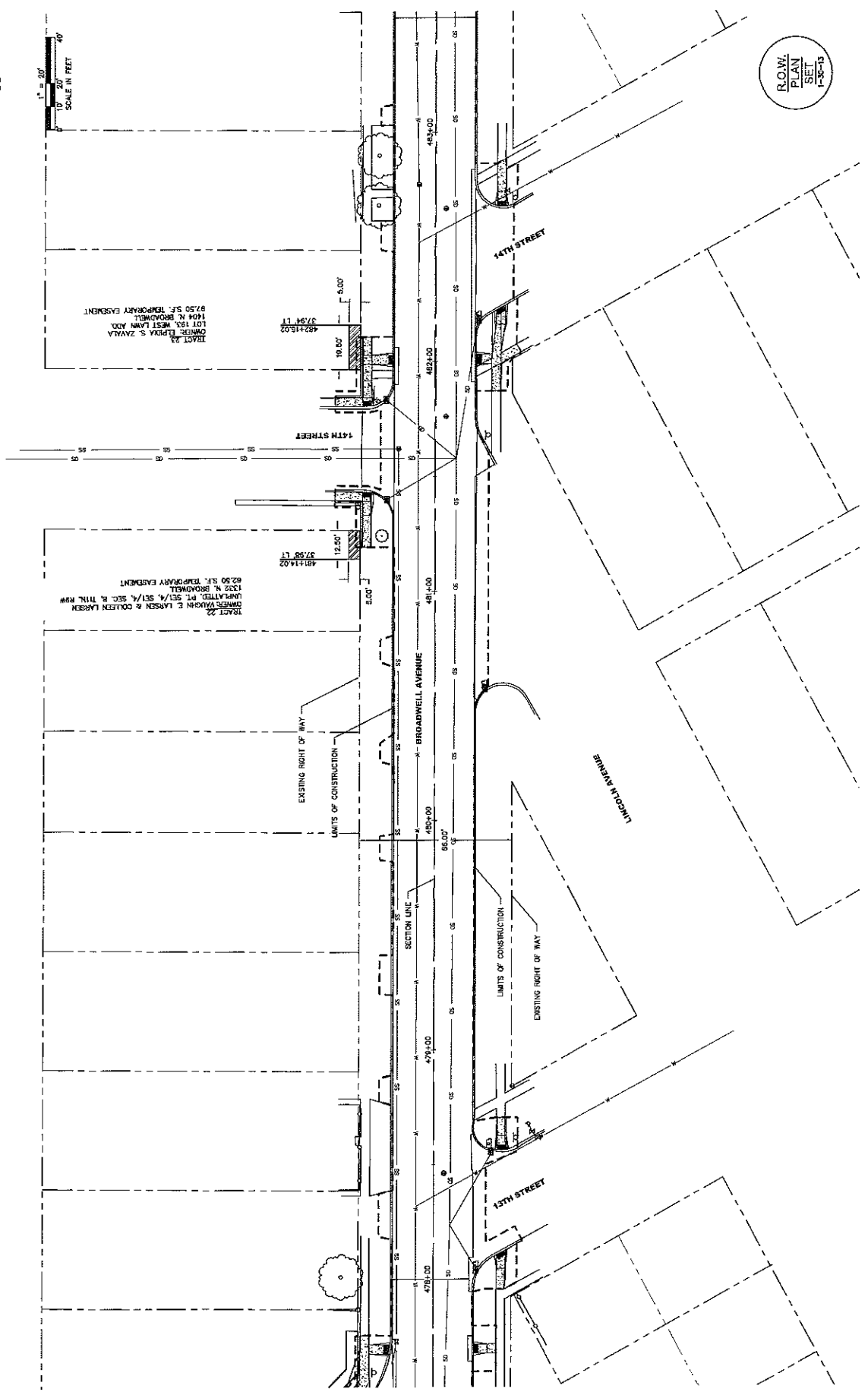
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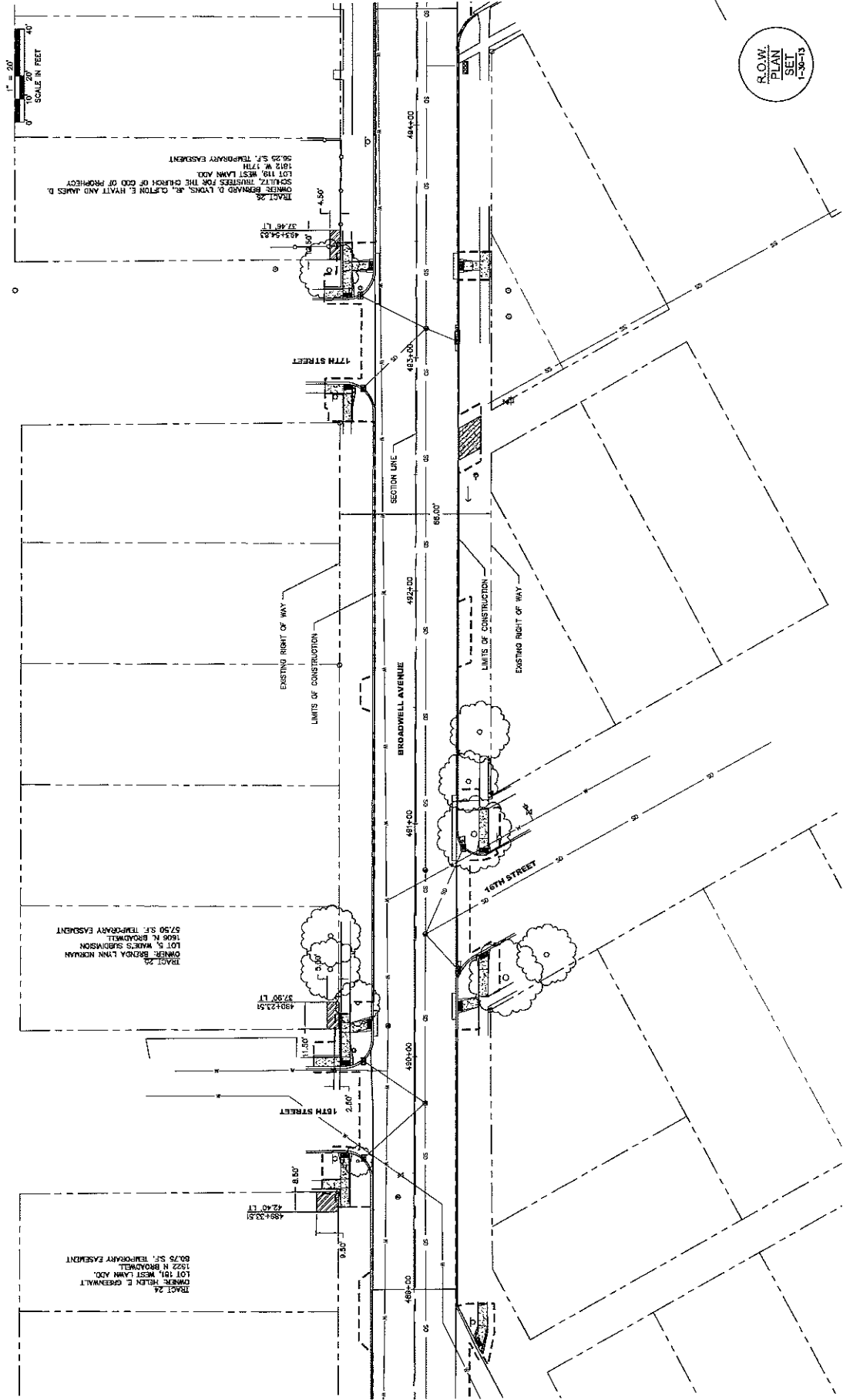


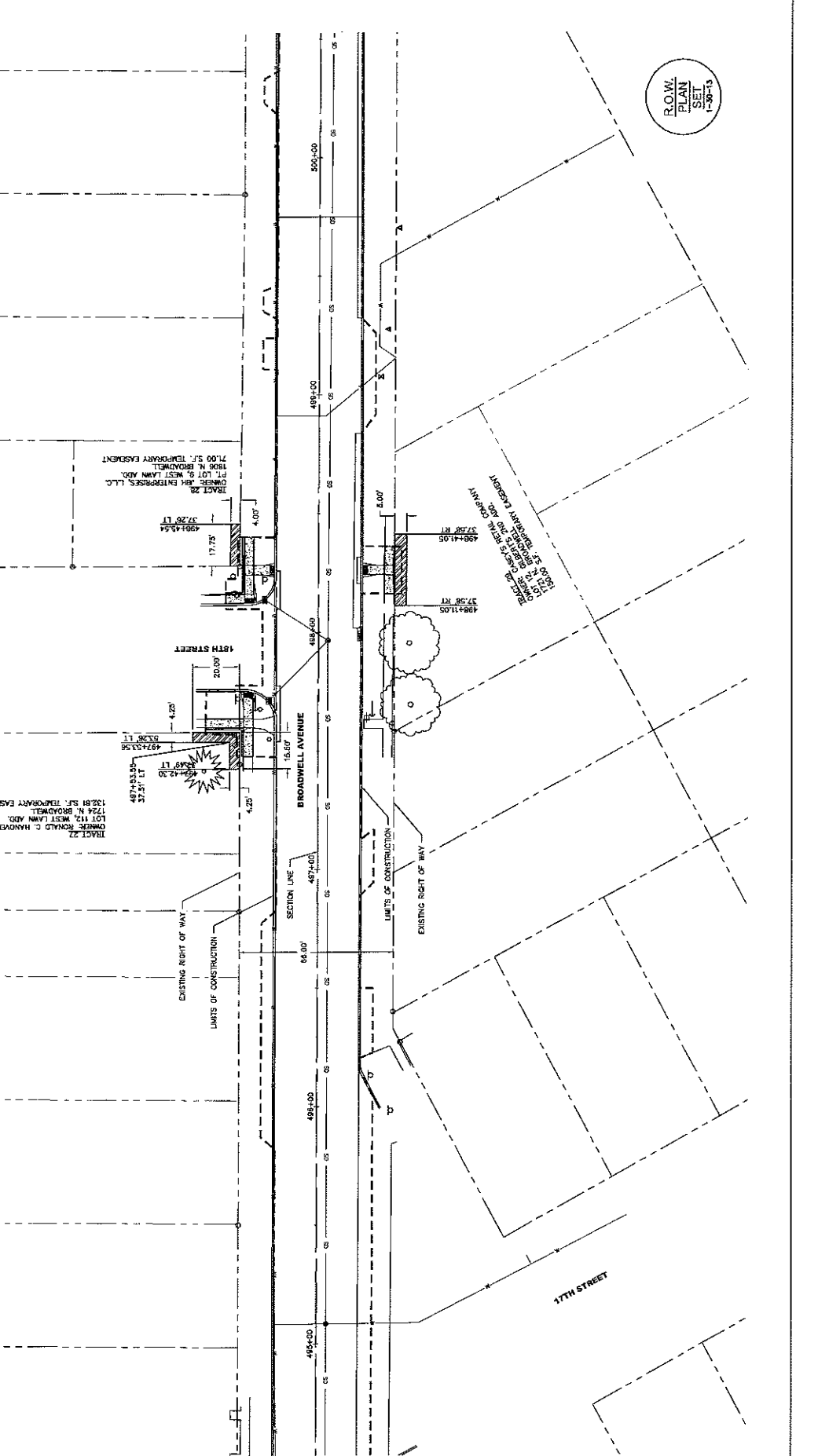


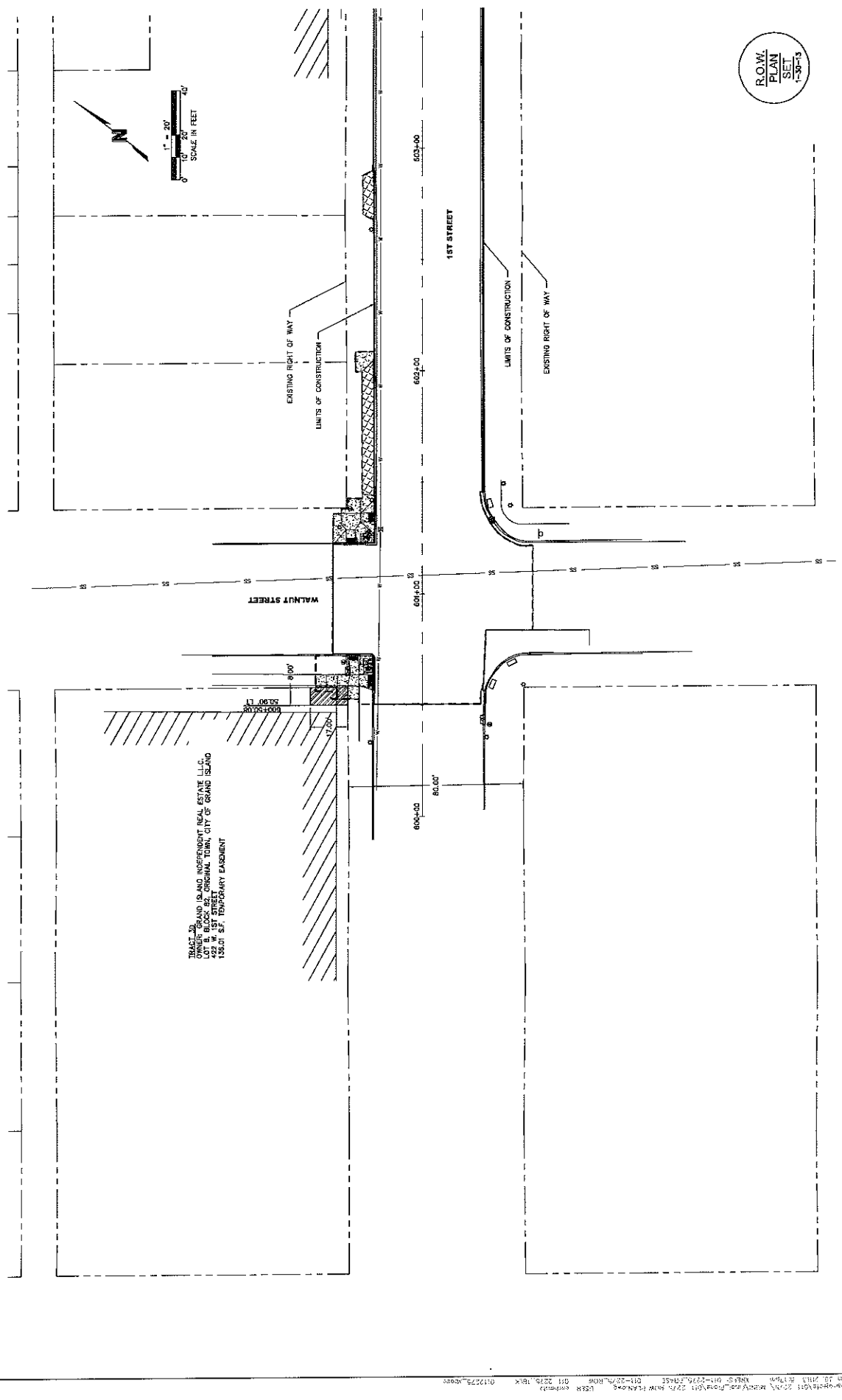
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 SCALE IN FEET

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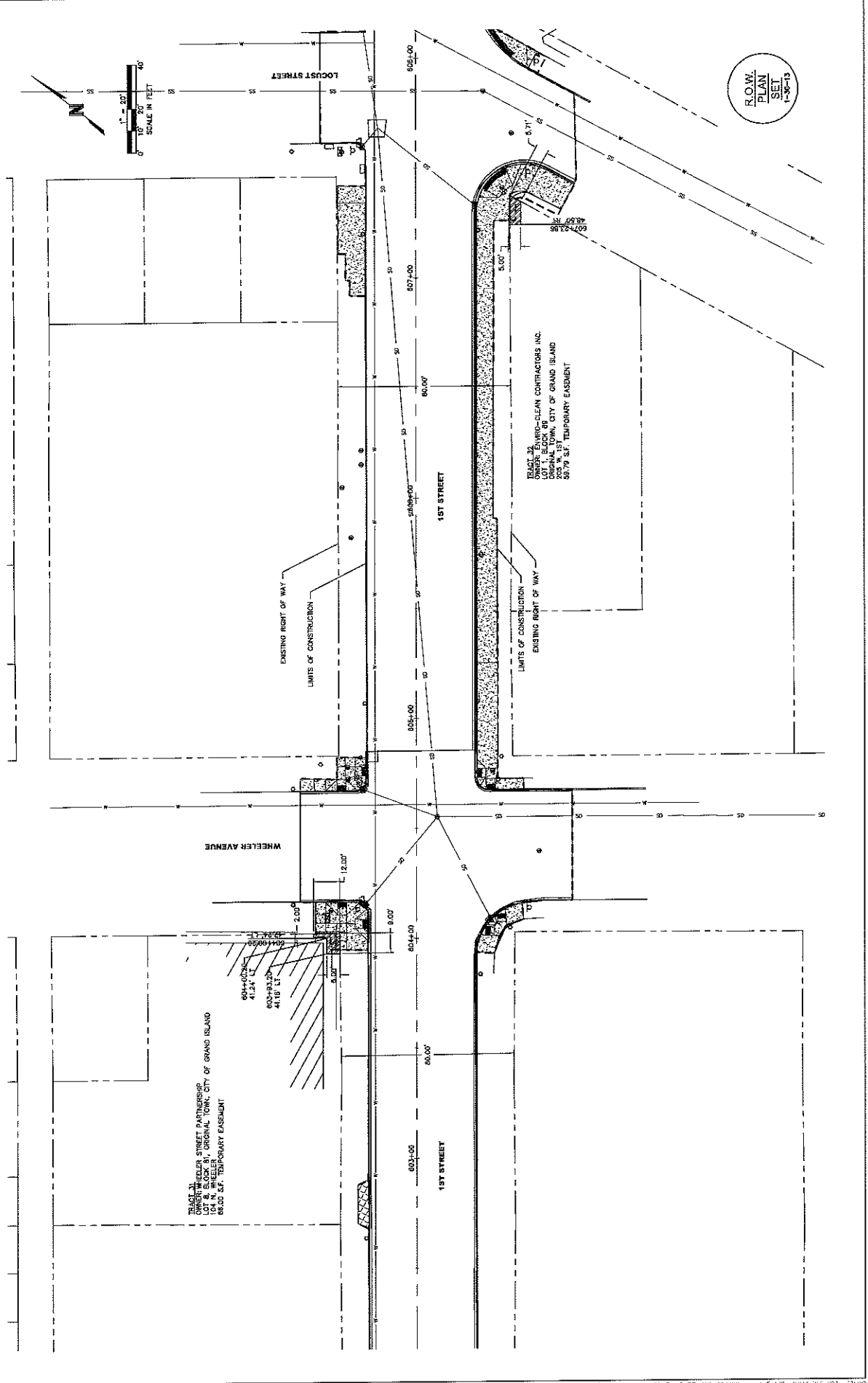








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 11/15/11 10:00 AM  
 J. W. WHEELER

