

**AGREEMENT
BETWEEN
PARAGON PARTNERS CONSULTANTS, INC.
AND
WEBER COUNTY
FOR
PROFESSIONAL SERVICES**

On Call Right of Way Services

THIS AGREEMENT is made and entered into as of the _____ day of _____, 20 __, by and between WEBER COUNTY (COUNTY), a body corporate and politic of the State of Utah, and PARAGON PARTNERS CONSULTANTS, INC. (CONSULTANT), a Delaware corporation authorized to do business in Utah, Taxpayer Identification No. 33-0572526.

W I T N E S S E T H:

WHEREAS, COUNTY desires to obtain engineering services for the Right of Way Acquisition Pool and

WHEREAS, CONSULTANT has submitted a proposal to provide consulting and related services for such Acquisition Pool, and has been chosen as a member of a pool of right of way acquisition consultants to contract with Weber County; and

WHEREAS, COUNTY desires to accept said proposal and to receive the services of CONSULTANT as set forth in said proposal;

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, the parties agree as follows:

ARTICLE I

SERVICES OF THE CONSULTANT

A. CONSULTANT shall perform such services as are specified by this contract and as are specified by the scope of services set forth in Exhibit A to this contract, attached hereto and incorporated herein. In performing said services, CONSULTANT shall follow practices consistent with acceptable professional and technical standards for work of this nature.

B. CONSULTANT hereby agrees to furnish those services necessary to complete the scope of services specified in this contract. All said services shall be performed by CONSULTANT or by CONSULTANT's associates, employees, or subconsultants under the personal supervision of the Project Manager, designated in Article I, Section C, or such other qualified person as shall be designated by CONSULTANT and approved in writing by COUNTY.

C. Stephen Fox will perform or supervise the project on behalf of CONSULTANT as Project Manager. Should (s)he be unable to complete said responsibility for any reason, COUNTY reserves the right to terminate this contract in the event (s)he is not replaced by a person which COUNTY finds satisfactory.

D. CONSULTANT has, or will secure at its own expense, the qualified personnel required to perform the services specified by this contract.

E. Except as may be delineated in Exhibit A, or except as allowed by COUNTY's Representative in writing, none of the services specified by this contract shall be subcontracted.

F. During the contract period, CONSULTANT shall attend such meetings and public hearings and shall provide such advice as may be required as described in Exhibit A.

G. All materials developed, prepared, completed, or acquired by CONSULTANT during the performance of the services specified by this contract, including all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports, in both electronic and non-electronic format, shall become the property of COUNTY and shall be delivered to COUNTY during or at the end of the contract period. All such materials shall not be released by CONSULTANT at any time without the prior written approval of COUNTY's Representative. It is understood and agreed that such materials are to be prepared exclusively for work required under this agreement, and that their use on other projects may not be appropriate. Therefore, COUNTY agrees that its use of said materials on other projects shall be at its own risk unless prior thereto CONSULTANT has given its written approval for such use.

H. In providing opinions of cost, financial analyses, economic feasibility projections, and schedules for the project, CONSULTANT has no control over cost or price of labor and materials; unknown or latent conditions of existing equipment or structures that may affect operation or maintenance costs; competitive bidding procedures and market conditions; time or quality of performance by third parties; quality, type, management, or direction of operating personnel; and other economic and operational factors that may materially affect the ultimate project cost or schedule. Therefore, CONSULTANT makes no warranty that COUNTY's actual project costs, financial aspects, economic feasibility or schedules will not vary from CONSULTANT's opinions, analyses, projections, or estimates. Such variations will be resolved by negotiation between the parties and amendment to this agreement, if needed.

I. CONSULTANT shall not at any time supervise, direct, control, or have authority over any contractor work, nor shall CONSULTANT have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any

contractor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a contractor to comply with Laws and Regulations applicable to such contractor's furnishing and performing of its work.

ARTICLE II

MANAGEMENT AND COORDINATION

In order that COUNTY may maintain coordination with the content of the studies completed and the services performed as specified by this contract, it is hereby agreed that the services performed by CONSULTANT hereunder shall be coordinated with COUNTY's Representative, who will be either the County Engineer (currently Gary Myers, P.E.) or the County Engineer's designee.

ARTICLE III

SERVICES OF THE COUNTY

A. The representative designated above shall serve as the sole intermediary between COUNTY and CONSULTANT. Said representative shall receive and examine documents submitted by CONSULTANT and shall render any needed decisions on COUNTY policies or procedures in a prompt manner so as to prevent unreasonable delay in the progress of work to be performed by CONSULTANT under this agreement.

B. COUNTY shall without charge furnish to or make available for examination or use by CONSULTANT, as it may request, all available pertinent information and documents related to the project which COUNTY has available and may legally disclose.

C. COUNTY shall not be responsible for discovering deficiencies in the technical accuracy of CONSULTANT's services. CONSULTANT shall correct deficiencies in technical

accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in COUNTY-furnished information.

ARTICLE IV

(RESERVED)

ARTICLE V

TIME SCHEDULE

A. CONSULTANT shall commence its services as specified by this contract upon receipt from COUNTY of written notice to proceed. CONSULTANT shall meet set milestones and complete its work hereunder within the time limits set forth in Exhibit D, except where written notification of variance is received from COUNTY's Representative or except in the event of the occurrence of unforeseeable circumstances beyond the reasonable control of CONSULTANT.

B. It is hereby agreed that CONSULTANT is not required to provide full-time service throughout said period. However, during the entire contract period, CONSULTANT shall commit necessary resources as deemed necessary, within reason, to keep to said schedule.

ARTICLE VI

COMPENSATION

A. Payment to CONSULTANT for its services provided under this contract shall become due upon completion of the same. At the end of each 30-day period during CONSULTANT's performance hereunder, CONSULTANT may request a progress payment based upon work performed and services rendered within that 30-day period. COUNTY shall pay to CONSULTANT the requested payment, if approved, or the undisputed portion thereof

within sixty (60) days of the progress payment request. Final payment shall be made when CONSULTANT has submitted the final work product to COUNTY in a manner consistent with the contract. If COUNTY fails to make a payment within the time specified above, there shall be added to such payment, interest at a rate equal to the percentage rate earned by the County Treasurer on such funds, compounded monthly, commencing on the first day after said payment is due and continuing until payment is made. Interest shall be deemed to be additional to any compensation due CONSULTANT for services provided pursuant to this contract.

B. The payment process described above shall begin only upon submission by CONSULTANT, to COUNTY's Representative, of an invoice or billing signed by the CONSULTANT's Project Manager, including support documents. The invoice or billing may be a hard copy with a wet signature or an electronic document signed digitally (e.g., VeriSign). The invoice or billing shall include an invoice number. Any request for a progress payment shall be denominated as such and shall include the invoice or billing, with support documents, detailing the bill and giving a brief statement of accomplishments and status.

C. The parties agree that the compensation COUNTY shall pay CONSULTANT for performance of the services described in the "Scope of Work" found in Exhibit A shall be made as follows:

COUNTY shall pay CONSULTANT as properties are acquired, and according to the costs of services submitted. Payment shall be on an time and materials basis as identified in the "Cost Estimate" of Exhibit C is approximate, and payment shall be made for actual work completed in accordance with the Exhibit B.

ARTICLE VII

INSURANCE AND INDEMNIFICATION

A. CONSULTANT shall accept full responsibility for the payment of premiums for unemployment insurance and workers' compensation, as well as income tax and social security deductions and any other taxes or payroll deductions required by law for its employees who are performing services by this contract.

B. CONSULTANT shall procure and maintain the insurance policies required in this article from an insurance company authorized to write casualty insurance in the State of Utah, to protect itself and COUNTY from all claims including, but not limited to, bodily injury, death, or property damage which may arise from performance under the contract. All insurance policies must be approved and accepted by COUNTY, and excepting the professional liability and workers' compensation policies, will name Weber County as additional insured, and will be issued by a surety authorized to do business in the State of Utah and be rated with an A- or better rating in the most current edition of *Best's Key Rating Guide*.

C. CONSULTANT shall not commence performance under this agreement until it has obtained all insurance required by this article and filed a certificate of insurance or certified copy of insurance policy with COUNTY. Each insurance policy shall contain a clause providing that the insurance company will not cancel coverage without thirty (30) days prior written notice to COUNTY of intention to cancel. The amount of such insurance coverage will not be less than the following:

1. Workers' compensation statutory limits as required by the Workers' Compensation Act of the State of Utah and Employers Liability limits \$1,000,000 per occurrence.

2. Commercial General Liability insurance in the minimum amount of \$1,000,000 per occurrence with a \$2,000,000 aggregate.

3. Professional Liability insurance in an amount of not less than \$1,000,000.
4. Automobile Liability insurance in the minimum amount of \$1,000,000 per occurrence with no deductible. "Any Auto" coverage is required.

Excluding workers' compensation and professional liability coverages, CONSULTANT's insurance coverage shall be a primary insurance. COUNTY's self-insurance or insurance shall be in excess of CONSULTANT's insurance and shall not contribute with it. CONSULTANT's failure to comply with policy reporting provisions shall not affect coverage provided to COUNTY, its officers, officials, employees, or volunteers.

D. CONSULTANT agrees to defend, indemnify, and hold harmless COUNTY, its officers, employees, and agents from and against any and all liability, loss, expense (including reasonable attorney's fees), or claim, arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damage are caused by or result from the negligent or intentional acts, errors, and/or omissions of the CONSULTANT, its agents, employees, and/or subconsultants. CONSULTANT shall not indemnify for default when the delay is beyond the control and without the fault and negligence of CONSULTANT, including but not restricted to, changes in the scope of work, strikes, availability of materials, acts of God or of the public enemy, acts of COUNTY or its representatives or agents, and acts of any other consultant and/or contractor in the performance of a contract with COUNTY.

E. The parties agree that for purposes of this agreement, CONSULTANT, its officers, agents, and employees are not to be regarded as COUNTY employees, and that CONSULTANT is an independent contractor in all respects.

ARTICLE VIII

REMEDIES

A. Time for Completion. The date of beginning and the time for completion of the specified work are essential conditions of this contract. If CONSULTANT shall fail to comply with the time schedule set forth in Article V and Exhibit D, or any extension of time granted by COUNTY, then CONSULTANT shall be in default, unless the failure is beyond the control and without the fault and negligence of CONSULTANT. If CONSULTANT defaults, then COUNTY shall be entitled to the recovery of direct damages, if any, resulting from the default, in addition to any other remedies granted by this contract.

B. Correction of Work. CONSULTANT shall promptly replace and/or re-execute work rejected by COUNTY for failure to comply with this contract, without expense to COUNTY. However, COUNTY shall give expeditious and thorough consideration to all reports and sketches, estimates, drawings and specifications, proposals and other documents submitted by CONSULTANT and shall inform CONSULTANT of any decisions concerning adequacy of the work within a reasonable time.

C. Disputes. If CONSULTANT disputes COUNTY's compliance with any term of this contract, CONSULTANT shall present its claim in writing to COUNTY within ten (10) days of learning of the act or condition that created the dispute, or the claim shall be deemed waived by CONSULTANT. Notice of such claim need not be specific in detail but shall be sufficient to identify the character and scope of the claim. COUNTY shall consider said claim and render its decision thereon in writing not later than ten (10) days following the date notice of said claim was received by COUNTY. In the meantime, CONSULTANT shall proceed with the work as directed by COUNTY. If CONSULTANT is aggrieved by the decision of COUNTY upon its claim, CONSULTANT shall nevertheless comply therewith and complete the work required

thereunder, and under this agreement. By giving timely notice of its claim according to this paragraph, CONSULTANT shall preserve its claim for future proceedings or litigation, if necessary. However, the existence of any dispute shall not serve as reason to terminate or delay the work required under this agreement.

ARTICLE IX

CHANGES

COUNTY may, at any time by written order, and without notice to the sureties, if any, make changes in the concept of the project of this contract, if within its general scope. If such changes cause an increase or decrease in CONSULTANT's cost of, or time required for performance of the contract, an equitable adjustment in price or time will be made and the contract modified in writing accordingly. The equitable adjustment shall be based upon a negotiated price for the change required. All changes shall be set forth in writing, signed by all parties prior to the performance thereof and any changes in price shall be added to or subtracted from the price hereof and billed to COUNTY in accordance with the provisions of Article VI hereof. Except as provided in this contract, no charge for any extra work or materials will be allowed or paid. In determining the equitable adjustment to be paid, the books and records of CONSULTANT pertaining to this agreement shall be made available to COUNTY.

ARTICLE X

TERMINATION

A. COUNTY shall have the right to terminate this agreement in whole, or from time to time, in part, for COUNTY's convenience or because of CONSULTANT's failure to fulfill the contract obligations. COUNTY shall terminate by delivering to CONSULTANT a Notice of Termination specifying the extent to which performance of services under this contract is

terminated, and the date upon which such termination becomes effective. In the event the agreement is terminated by COUNTY prior to full performance by CONSULTANT, CONSULTANT shall be paid for services rendered to the date of termination based upon a percentage of completion of the full performance of this agreement.

B. After receipt of a written Notice of Termination for convenience, CONSULTANT shall:

1. Stop work under the contract upon the date and to the extent specified in the Notice of Termination;
2. Place no further orders or subcontracts for materials, services or facilities, except as may be necessary for completion of such portion of the work under the contract as is not specifically terminated;
3. Transfer to COUNTY, and deliver to COUNTY, work in process, completed work, completed or partially completed plans, drawings, information and other property (including all electronic files and support files) which would be required to be furnished to COUNTY if the contract had been completed;
4. Terminate all orders and subcontracts to the extent that they relate to performance of work terminated by the Notice of Termination;
5. Assign to COUNTY, in the manner, at the times, and to the extent directed by COUNTY, all of the right, title, and interest of CONSULTANT in any orders and subcontracts so terminated, in which case COUNTY shall have a right, in its discretion, to settle and pay any or all claims arising out of the termination of such orders and subcontracts;

6. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval and ratification of COUNTY to the extent CONSULTANT may require, which approval or ratification shall be final for all purposes of this clause.

C. After receipt of a written Notice of Termination, CONSULTANT shall submit to COUNTY its termination claim no later than sixty (60) days after the termination of this contract, unless extensions in writing are granted by COUNTY. Upon failure of CONSULTANT to submit its termination claim within the time allowed, COUNTY may determine, on the basis of information available, the amount, if any, due to CONSULTANT by reason of the termination and shall thereupon pay to CONSULTANT the amount so determined.

D. In the event of termination for convenience, the amounts due CONSULTANT from COUNTY shall be determined as follows:

1 There shall be included all costs and expenses reimbursable in accordance with this contract, not previously paid to CONSULTANT for the performance of this contract prior to the effective date of the Notice of Termination, and such of these costs as may continue for a reasonable time thereafter with the approval of, or as directed by, COUNTY; and

2 There shall be included so far as not included under (1) above, the cost of settling and paying claims arising out of the termination of work under subcontracts or orders, which are properly chargeable to the terminated portion of the contract.

E. With the exception of work completed prior to receipt of the Notice of Termination, in no event shall all termination claims and payments described herein exceed the value of work left to be completed as of the date of receipt of the Notice of Termination.

ARTICLE XI

MISCELLANEOUS

A. No Officer or Employee Interest. No officer or employee of COUNTY shall have any pecuniary interest, direct or indirect, in this agreement or the proceeds thereof. No officer or employee of CONSULTANT nor any member of their families shall serve on a COUNTY board or committee or hold any such position which either by rule, practice, or action nominates, recommends, or supervises CONSULTANT's operations, or authorizes funding to CONSULTANT. No officer, employee, or member of the governing body of COUNTY, or of the locality or localities in which the project governed by this contract takes place, shall (1) participate in any decision relating to this contract which affects his or her personal interest or the interest of any corporation, partnership, or association in which (s)he is, directly or indirectly, interested, or (2) have any interests, direct or indirect, in this contract or the proceeds thereto.

B. Assignability. CONSULTANT shall not assign any interest in this contract, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of COUNTY.

C. Interest of CONSULTANT. CONSULTANT covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed as specified in this contract. CONSULTANT further covenants that in the performance of said services no person having any conflict of interest shall be employed.

D. Equal Employment Opportunity. CONSULTANT, by entering into this agreement, or any person acting in its behalf, agrees that it shall not, because of race, color, sex, religion, age, disability, marital status, sexual orientation, ancestry, or national origin,

discriminate in the engagement or employment of any professional person or any other person qualified to perform the services required under this agreement or any subagreement executed in the furtherance thereof.

E. Contingent Fees. CONSULTANT warrants that no person or company has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees; nor has CONSULTANT paid or agreed to pay any person, company, corporation, or firm, other than a bona fide employee, any fee or commission resulting from award of this contract. For any breach or violation of this provision, COUNTY shall have the right to terminate this agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration and any other damages and shall be responsible for reporting the details of such breach or violation to the proper legal authorities where and when appropriate.

F. Affidavit. A sworn affidavit may be required to be submitted by each officer, employee, or agent of CONSULTANT who has been in contact or communicated with any officer, agent, or employee of COUNTY during the past calendar year concerning the provision of these services. The affidavit shall contain the following statement.

"I do solemnly swear that neither I, nor to the best of my knowledge, any member of my firm or company, have either directly or indirectly restrained free and competitive bidding for these consultive services by entering into any agreement, participating in any collusion, or otherwise taking any action unauthorized by the governing body of the County, or in violation of applicable law."

G. Amendments. Unless otherwise provided for in this agreement, all changes, including any increase or decrease in the amount of CONSULTANT's compensation, time schedule, or scope of services, which are mutually agreed upon by and between COUNTY and

CONSULTANT, shall be incorporated in written amendments to this contract and signed by the parties hereto. No alteration or variation in the terms of this agreement shall be valid unless made in writing as required herein.

H. Default. If either party defaults in the performance of the agreement or any of its covenants, terms, conditions, or provisions, the defaulting party shall pay all costs and expenses which may arise or accrue from enforcing the agreement or from pursuing any remedy provided thereunder.

ARTICLE XII

EXHIBITS AND SPECIAL PROVISIONS

A. Exhibits Included:

1. Exhibit A, Scope of Work.
2. Exhibit B, Hourly Rate Schedule
3. Exhibit C, Cost Estimate
4. Exhibit D, Schedule


B. Total Agreement: This Agreement, (together with the exhibits identified above) constitutes the entire agreement between COUNTY and CONSULTANT and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties have signed and subscribed their names hereon and have caused this agreement to be duly executed as of the day and year first set forth above.

WEBER COUNTY

By: _____
Commission Chair

Recommended for Approval:



Gary Myers, P.E.
County Engineer

ATTEST:

By: _____

Title: _____

CONSULTANT:
PARAGON PARTNERS CONSULTANTS, INC.

By: 

Title: President/CEO

STATE OF UTAH)
 : §
County of _____)

On this _____ day of _____, in the year _____, before me,
(notary name) _____, a notary public, personally appeared,
(signer name) _____, proved on the basis of satisfactory evidence to be
the person(s) whose name is subscribed to this instrument, and acknowledged (s)he executed the
same.

Witness my hand and official seal.

NOTARY PUBLIC



**PARAGON
PARTNERS**



PROPOSAL FOR RIGHT OF WAY ACQUISITION SERVICES POOL

FOR WEBER COUNTY ENGINEERING
RFP NO. 21-319

DECEMBER 8, 2021



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- ATTACHMENT D submitted separately
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APPENDIX

- ATTACHMENT A
 - ADDITIONAL PROJECT EXPERIENCE
 - RESUMES OF KEY PERSONNEL
 - RATE SHEET submitted separately
-



December 8, 2021

Weber County Engineering Department
Weber Center
2380 Washington Blvd., Suite 240
Ogden, UT 84401

RE: RFP No.: 21-319 Request for Right of Way Acquisition Services Pool

To Weber County Engineering Department,

Paragon Partners Consultants, LLC (Paragon) is pleased to submit our qualifications to offer right of way consulting services in support of Weber County Engineering (County) projects that exist now or will start in the next (5) five years. We offer the following proposal response for your consideration.

In response to the RFP requirements, Paragon acknowledges our intention to participate in a contract for services with Weber County and does stipulate and certify to the following:

Paragon will comply with all the Terms and Conditions as indicated in the RFP.

Paragon has no conflicts of interest with this contract and in compliance with the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Code of Regulations, Section 8103, does not discriminate in its employment practices with regard to race, religion, gender, marital status, political affiliation, age, national origin or disability.

Neilia LaValle is the Prtesident of Paragon Partners Consultants, LLC with full rights of signing authority for the company. Cheryl DeMucci serves as the VP of Business Development and will serve as the RFP's primary contact. Stephen Fox will be the Project Manager and will serve as the Contract's primary contact.

Paragon's headquarters office number is (714) 379-3376. Key contacts for this proposal and project are:

Neilia LaValle, President
phone: 714.379.3376 x101 email: neilia@paragon-partners.com

Cheryl DeMucci, VP Business Development
phone: (310) 844-4514 email: cdemucci@paragon-partners.com

Stephen Fox, Project Manager
phone: (503) 753-8315 email: sfox@paragon-partners

We are confident that the attached proposal clearly and concisely identifies the ways in which Paragon can fulfill the right of way support requirements for the County in a cost-effective and timely manner. Thank you for your time and consideration.

Sincerely,

A handwritten signature in blue ink that reads 'Neilia LaValle'. The signature is fluid and cursive, with the first name being more prominent.

Neilia LaValle
President



QUALIFICATIONS AND EXPERIENCE

Paragon Partners Consultants, LLC (Paragon) is a full service real estate right of way consulting firm; we are wholly focused on delivering land rights for public agencies (similar to those required by this RFP) as well as private and quasi-governmental entities across a diverse range of business landscapes. In the last 28 years, we have delivered client-focused solutions in support of federal, state and locally funded projects for joint power authorities, transit agencies, cities, counties, municipal clients and organizations whose operations require a full range of land rights services to construct, repair, and improve public infrastructure.

Paragon's name, defined as a "pattern of excellence," embodies our core commitment to provide the highest quality of service. We maintain and sustain valued relationships by answering client needs with innovation and technology, both of which continue to evolve. One constant in the cycle of progress is the foundation of our long-term relationships, resulting in more than 75% of our work coming from repeat client business. Our partnership commitment and strong collaboration history also extends to our work with subcontractors and their performance capability under our project management.

Paragon's approach to the County's project is to be more than simply your right of way consultant, but rather maintain a working partnership with the County to implement the most cost effective, time-efficient solutions possible. For the duration of the project, we are equally invested in the County's goals and objectives while working collaboratively with your staff. Our approach to the range of services included in the stated Scope of Work is included below. From our experience, we have included sample projects, demonstrating our capability and qualifications in delivering these identified services.



ACQUISITION SERVICES

Paragon specializes in providing professional land rights consulting services. Since our establishment in 1993, we continue to serve local municipalities, transportation authorities, counties, state and federal agencies, redevelopment agencies, water and wastewater entities, seaports, airports and organizations whose operations require a full range of comprehensive land rights services to build and improve public infrastructure. Our experience, skills and expertise has been evaluated by Utah Department of Transportation (UDOT), earning us a contract with UDOT under the Right of Way Services and Local Government Pool since 2015.

Most recently, our firm has supported projects similar in size and scope to Weber County’s proposed needs. These clients include, but are not limited to: Regional Transportation Commission of Washoe County (RTC); Ada County Highway District, Sacramento Regional Transit District (SACRT); San Francisco Bay Area Rapid Transit; Alameda Corridor-East Construction Authority (ACE); Metropolitan Transportation Authority (METRO); and the Santa Clara Valley Transit Authority (VTA).

Paragon will perform the required acquisition services in accordance with UDOT’s statement of services, the Uniform Relocation and Real Property Acquisition Act (49 CFR Part 24), as amended; with all applicable Utah and Federal laws and Administrative Rules in relation to all acquisition services provided for Weber County local government transportation projects. All of the services required for right of way acquisition will be directed by the designated project manager. Our agents will conduct the acquisition of the right of way for each property interest in a manner that assures all property owners, tenants and other stakeholders are treated with the utmost respect and dignity during the acquisition process. We will conduct negotiations with each owner, as needed, to guarantee that they understand both the process and the rights afforded to them by the laws and regulations that govern the process.

ACQUISITION PROJECT EXPERIENCE

REGIONAL TRANSPORTATION COMMISSION OF WASHOE COUNTY (RTC) | MILL STREET COMPLETE STREET PROJECT PHASE I AND PHASE II

RTC required right of way acquisition services for 7 parcels for the complete street project. Paragon acquired permanent easements and temporary construction easements. Paragon prepared broker’s opinion of values for wavier valuations for these parcels. Agents prepared offer packages, including deed documents, permanent and temporary easements, permissions to construct and rights of entry. They negotiated purchase agreements and obtained subordination agreements from lenders. Paragon was able to begin Phase II, which required acquisitions of 13 parcels. Both phases were completed before construction start.



Schedule:	Phase I: 8/10/2020 -12/30/2020	Phase II: 9/18/2020 – 1/31/21
Paragon’s Fee:	Phase I: \$32,670	Phase II: \$37,030
Key Personnel:	Karen Soohoo, Ryan Humphrey	



VIRGINIA ST. MID-TOWN & RTC RAPID EXTENSION TO UNIVERSITY OF NEVADA

Paragon provided acquisition and relocation assistance, with FTA oversight, for the Bus Rapid Transit project in Reno, NV. The Virginia Street Mid-Town & RTC Rapid Extension to University of Nevada Project creates connectivity between UNR, downtown Reno and Mid-town. The Extension consisted of adding BRT stations, pedestrian improvements and add a UNR Gateway feature. The multi-modal improvements included pedestrian improvements to meet ADA standards, utility relocation, incorporation of historical and cultural characteristics of Midtown, and provide BRT stop improvements. Acquisitions included: 282 including full, partial, temporary and permanent easements, and public utility easements.

Schedule: 1/2017 – 2/2018

Paragon's Fee: \$1,957,970

Key Personnel: Karen Soohoo

CITY OF ROSEVILLE | MULTIPLE PROJECTS

Paragon provides right of way services to the City for a variety of acquisition and relocation services. Our team is currently working on one acquisition of a parcel for the City's new Communication Tower and a bike/pedestrian trail that will impact 22 parcels. Projects include Oak Bridge Replacement – 7 Acquisitions

Schedule: 6/2018 – Current

Paragon's Fee: \$26,978

Key Personnel: Laura Didio

SACRAMENTO AREA FLOOD CONTROL DISTRICT (SAFCA)

SAFCA and the Department of Water Resources are partnered together as the local sponsors for this \$1.8 billion levee improvement program in Sacramento. Paragon played a key role in the Right of Way Program Management, providing acquisition and relocation services. Paragon was responsible for collaborating with the US Army Corps of Engineers and DWR real estate staff to review real estate requirements, existing rights, and final right of way requirements, as well as close out packages required at the end of a project to ensure SAFCA and DWR receive Land, Easements, Rights-Of-Way, Relocation, and Disposal Area credits from the federal government.

Schedule: 4/2017 – Present

Paragon's Fees: 1,010,000

Key Personnel: Stephen Fox, Bill Tanner, Laura Didio, Karen Soohoo

CITY OF KINGSBURG | MADSEN AVENUE BIKE AND PEDESTRIAN PATH

The City of Kingsburg is constructing a pedestrian and bike trail along Madsen Avenue from Stroud Avenue extending North to Kamm Avenue. The project will assist with bike and pedestrian mobility and accessibility through the corridor. Paragon provided right of way acquisition for one parcel that required partial acquisition for the project.

Schedule: 4/2020 – 10/2021

Paragon's Fees: \$12,000

Key Personnel: Marcial Fernandez



(BUSINESS) RELOCATION SERVICES

Paragon's residential and non-residential relocation services include: project management and relocation. Paragon's approach to this project will be based on: our key personnel's vast years of knowledge and experience, and an understanding of what it takes to get a project assignment from start to finish with successful results. Paragon understands early project planning, identifying project tasks and deliverables, implementing a quality control system, exceptional project performance, and a sequential outline and understanding of the scope of work are critical to project success.

NON-RESIDENTIAL (BUSINESS) RELOCATION ASSISTANCE

Paragon does not just issue the proper notices, but we actively engage the business owner regarding their needs, concerns and limitations. We seek specific comparable properties that may actually meet the zoning and occupancy standards required by the local planning department. We prepare estimates for business relocation costs to assist the business owner identify their options. All of this equates to a more successful business relocation, or a more defensible position in regards to potential goodwill claims from the business owner.

We will provide advisory assistance to displacees, including finding qualified movers, contractors and other task-specific vendors that may be utilized and advising business of benefits available, such as, in-lieu, actual, and reasonable moving payments, re-establishment payments, and site-search payments, and recommend the best alternative. We will also ensure thorough coordination with ECI and UDOT staff, relocation agents, and/or legal counsel, so that no real property is included on the personal property inventory list and that leasehold interests, F&E or Improvements Pertaining to Realty offers are made to the appropriate party.

NON-RESIDENTIAL RELOCATION PROJECT EXPERIENCE

VALLEY RAIL PROJECT | SAN JOAQUIN REGIONAL RAIL COMMISSION (SJRRC)

The Valley Rail Project Sacramento Extension combines the commuter train passenger service known as the Altamont Corridor Express ACE with the Amtrak San Joaquin's service, to operate on the Union Pacific Railroad's Sacramento Subdivision. The Project and other associated rail improvements will ultimately create a transformative integrated network rail passenger service from the San Joaquin Valley to the Bay Area. Paragon is providing right of way services for 5 of the projects. The Natomas/Airport Station, requires 2 full takes and the relocation of 12 auto-related businesses. Paragon is coordinating with the appraisers and fixture & equipment appraisers for these projects.

Schedule: Varies by station (approximately 9-12 months)

Paragon's Fees: \$336,020

(including subconsultants)

Key Personnel: Stephen Fox, Bill Tanner, Karen Soohoo, Ryan Humphrey





SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY | WEST VALLEY CONNECTOR

Paragon's team is providing right of way services to the agency for a 35-mile bus rapid transit corridor project that runs through multiple cities and counties. Paragon is acquiring 65 parcels and providing relocation assistance to 23 businesses. Working with the Agency in preparing mitigation studies to lessen impact to the property and maintain buildings in many cases. Paragon agents are providing temporary relocation assistance to those businesses that will remain at their current location, during construction and cut-reface of the buildings. This agency has an aggressive schedule of awarding the initial construction contracts for this project in Spring 2022.

Schedule: 4/2021 – 6/1/2021

Paragon's Fees: \$1,071,000
(including subconsultants)

Key Personnel: Karen Soohoo, Laura Didio, Marcial Fernandez, Ryan Humphrey

VIRGINIA ST. MID-TOWN & RTC RAPID EXTENSION TO UNIVERSITY OF NEVADA , RTC

Paragon provided acquisition and relocation assistance, with FTA oversight, for the Bus Rapid Transit project in Reno, NV. The Virginia Street Mid-Town & RTC Rapid Extension to University of Nevada Project creates connectivity between UNR, downtown Reno and Mid-town. The Extension consisted of adding BRT stations, pedestrian improvements and add a UNR Gateway feature. The multi-modal improvements included pedestrian improvements to meet ADA standards, utility relocation, incorporation of historical and cultural characteristics of Midtown, and provide BRT stop improvements. Relocations included: 9 Businesses and 79 Residential Tenants, and personal property moves/storage as required.

Schedule: 1/2017 – 2/2018

Paragon's Fee: \$ 1,957,970

Key Personnel: Karen Soohoo

MIDDLE CREEK FLOOD CONTROL PROJECT, LAKE COUNTY

Paragon is providing relocation assistance to Lake County for the Middle Creek Flood Damage Reduction and Ecosystem Restoration Project. The project impacts eight parcels and requires relocation assistance of four households and two businesses. Paragon is working with the County to acquire the parcels through voluntary acquisition.

Schedule: 4/2020 - current

Paragon Fees: \$103,400

Key Personnel: Laura Didio



(RESIDENTIAL) RELOCATION ASSISTANCE

Paragon's project approach for the onsite relocation of all residents centers on four areas: communication, education, counseling and follow-up. By coordinating our efforts through these equally important four areas, the transition will occur in an orderly and timely manner.

COMMUNICATION

Our communication process creates the infrastructure to identify points of contact for displaced residents to voice concerns.

EDUCATION

The educational outreach is designed for affected residents to dispel any misinformation about the disposition and relocation process.

ADVISORY AND ADMINISTRATIVE SERVICES

Our advisory assistance includes meeting residents and explaining the program; listening to their concerns; and overcoming objections and offering solutions.

FOLLOW-UP

Households are tracked appropriately and flagged for additional attention when important deadlines and/or meetings are missed.

VIRGINIA ST. MID-TOWN & RTC RAPID EXTENSION TO UNIVERSITY OF NEVADA , RTC

Paragon provided acquisition and relocation assistance, with FTA oversight, for the Bus Rapid Transit project in Reno, NV. The Virginia Street Mid-Town & RTC Rapid Extension to University of Nevada Project creates connectivity between UNR, downtown Reno and Mid-town. The Extension consisted of adding BRT stations, pedestrian improvements and add a UNR Gateway feature. The multi-modal improvements included pedestrian improvements to meet ADA standards, utility relocation, incorporation of historical and cultural characteristics of Midtown, and provide BRT stop improvements. Relocations included: 9 Businesses and 79 Residential Tenants, and personal property moves/storage as required.

Schedule: 1/2017 – 2/2018

Paragon's Fee: \$1,957,970

Key Personnel: Karen Soohoo





MIDDLE CREEK FLOOD DAMAGE, LAKE COUNTY

Providing voluntary acquisition and relocation services for Lake County for the Middle Creek Flood Damage Reduction and Ecosystem Restoration Project, which is set to eliminate flood risk to 18 residential structures, numerous outbuildings and approximately 1,650 acres of agricultural land.

Schedule: 4/2020 - Current

Paragon's Fees: \$12,000

Key Personnel: Laura Didio

ADA COUNTY HIGHWAY DISTRICT | LINDER RD. & FLOATING FEATHER RD INTERSECTION PROJECT NO. 320026, TEN MILE RD & LAKE HAZEL RD. PROJECT NO. 320013, EAGLE RD, LAKE HAZEL RD TO AMITY RD. PROJECT NO. 521043

Paragon is providing relocation services for one owner occupant, two tenants, one mobile home appraised as personal property, as well as personal property for two landlords. Paragon is coordinating an appraisal of the mobile home by a subcontractor.

Schedule: Current

Paragon's Fees: \$27,000

Key Personnel: Stephen Fox, Karen Soohoo

SACRAMENTO HOUSING AND REDEVELOPMENT AGENCY (SHRA) | STOCKTON BOULEVARD REVITALIZATION PROJECT

Paragon worked closely with the Sacramento Housing and Redevelopment Agency to improve a large area that is part of the Stockton Boulevard Revitalization Project. This area primarily consisted of extremely low-income households living in substandard, blighted and crime-ridden neighborhoods. Paragon provided assistance to SHRA in relocating thirty-two motel/trailer park households at the San Juan Motel & Hood Trailer Park. All households were successfully relocated.

Paragon was involved in several community meetings to assist in addressing the questions and concerns of the displacees. In addition, Paragon worked very closely with each displacee on a personal basis to address their specific issues and challenges. Paragon encountered displacees who had little to no income, as well as addictions to drugs and alcohol. Paragon overcame a multitude of other issues that have made these residents extremely challenging to relocate.

Paragon continues to support SHRA by providing relocation plan services.

Schedule: 8/2019 - Current

Paragon's Fee: \$950 for relocation plan reviews

Key Personnel: Cheryl DeMucci



KEY PERSONNEL AND PROJECT TEAM

Paragon's project team members are well-versed in all applicable federal, state and local regulations, policies, procedures and standards. Our proposed staffing is shown in the organization chart below. Stephen Fox will serve as your day-to-day contact.





BRIEF RESUMES & QUALIFICATIONS



STEPHEN FOX, SR/WA PROJECT MANAGER

Mr. Fox is a respected leader, a licensed real estate agent in four states, and a well-versed expert in federal, state, and local right of way regulations. An experienced and skilled project manager, he has successfully led a broad range of right of way projects throughout the Western United States, including transportation, energy, housing, and more. His versatile background includes efforts for state transportation agencies in Washington, Oregon, California, and Idaho, as well as numerous entities in the private sector. His approach to ensuring success for each project involves steady communication, collaboration, quality control, and accountability. This has consistently yielded exceptional budget and project timeline benefits for clients. In addition to his technical acumen, Mr. Fox is recognized for his commitment to mentoring his project team members in all aspects of right of way services to the benefit of clients and the industry.

30 YEARS OF EXPERIENCE

EDUCATION

B.A., Psychology, Minor in Spanish, Southern Utah University

LICENSES AND CERTIFICATIONS

Oregon Real Estate Broker No. 201218308

California Real Estate Salesperson No. 01855686

RELATED EXPERIENCE

- Spokane County | Bigelow Gulch
- Ada County Highway District | Linder Rd. & Floating Feather Rd Intersection Project No. 320026, Ten Mile Rd & Lake Hazel Rd. Project No. 320013, Eagle Rd, Lake Hazel Rd to Amity Rd. Project No. 521043



BILL TANNER SR. ACQUISITION AGENT

Mr. Tanner is a sales-driven professional with more than 17 years of experience in increasing revenue across multiple industries. Formerly a principal broker and project manager/developer for a key construction firm in the Sacramento area, Mr. Tanner is a certified California general contractor in addition to being a licensed California real estate broker. He has extensive experience managing real estate agents, determining value via market analyses, negotiating contracts between buyers and sellers, and educating clients on regulatory policy and real estate strategy and practices.

17 YEARS OF EXPERIENCE

EDUCATION

B.A., Business Management, Utah Valley University

LICENSES AND CERTIFICATIONS

CA Real Estate Broker No. 1431004

CA General Contractor's License, Classifications A & B, No. 833292

RELATED EXPERIENCE

- Sacramento Flood Control Agency - Sacramento River East Levee and North Sacramento Streams Levee Improvement
- City of Roseville - Dry Creek Greenway East Trail Project
- City of Wheatland



BRIEF RESUMES & QUALIFICATIONS

JULIE WOOD

SR. RIGHT OF WAY AGENT

15 YEARS OF EXPERIENCE

EDUCATION

Bachelor of Arts, Creative Writing and Associate of Arts, Media Arts, University of Arizona, Tucson

LICENSES AND CERTIFICATIONS

Licensed California Real Estate Salesperson No. 01880519

California Notary Public No. 2233641

PROFESSIONAL AFFILIATIONS

International Right of Way Association, Chapter 67, Member

Ms. Wood is experienced in executing and managing all aspects of right of way acquisition tasks. She negotiates transactions with property owners, tenants and attorneys; analyzes and interprets legal descriptions, plat maps, engineering plans, appraisals, title reports, and litigation guarantees; independently drafts right of way contracts, deeds, leases, permits, and other various legal documents; assists legal counsel throughout the condemnation process; and reviews and assists in drafting various escrow documents, and directs the closing process. Julie collaborates directly with clients, legal counsel, escrow and title officers, contractors, engineers, and interfaces with outside control agencies, including state agencies, FHWA, FTA, FRA, quasi-public utility companies, and railroad entities. Ms. Wood is frequently selected by clients as the primary point of contact in a variety of capacities, including template document preparation, project status monitoring, supervision of sub-consultants, condemnation support, and overall general support.

RELATED EXPERIENCE

- Various Projects | Utah Department of Transportation
- Lakeview Avenue Grade Separation Project | Orange County Transportation Authority

CLARK CHAMBERLAIN

RIGHT OF WAY AGENT

28 YEARS OF EXPERIENCE

EDUCATION

B.S., Political Science, University of Southern California

LICENSES AND CERTIFICATIONS

Professional Land Management, University of Houston Downtown College of Business
CA Real Estate Sales License No. 01916621

Mr. Chamberlain is an accomplished right of way agent with professional success as a licensed Utah real estate broker, licensed Securities agent, and licensed Utah General Contractor. He is a strong relationship builder with effective written and oral communication techniques, a proven history managing large-scale regulatory and development projects and has skilled contract negotiating techniques. By ensuring compliance with local regulatory authorities and utilizing jurisdictional relationships, Mr. Chamberlain has successfully met and exceeded project expectations. He is fluent in English and Spanish.

RELATED EXPERIENCE

- West Jordan, UT | Redwood Medical Plaza
- San Bernardino Associated Governments | Cherry Avenue / I-10 Interchange Project
- City of Palmdale | Palmdale Boulevard (SR-138) 5th to 10th Street East Improvements



BRIEF RESUMES & QUALIFICATIONS



KAREN SOOHOO, SR/WA SR. RELOCATION AGENT

Ms. Soohoo is an experienced right of way agent, trained in both federal (49 CFR, Part 24, the Uniform Relocation Assistance and Real Property Policies Act of 1970, as amended,) and Nevada state (NRS 342) regulations relating to Acquisition and Relocation Assistance for public projects. Ms. Soohoo brings more than 10 years of experience in project coordination, including title reports, appraisals, review and specialty appraisals, surveys, technical moving estimates and property research. In addition to her exemplary negotiation skills, she has proven her excellence with escrow coordination, obtaining rights of entry, purchase agreements, temporary easement deeds and managing extensive file documentation.

12 YEARS OF EXPERIENCE

LICENSES AND CERTIFICATIONS

Notary Public, Nevada

DISCIPLINARY CLASSES

Completed more than 20 IRWA courses

RELATED EXPERIENCE

- 4th Street/Prater Way | Regional Transportation Commission of Washoe County, Nevada
- McCarran Widening Project | Regional Transportation Commission and Nevada Department of Transportation



LAURA DIDIO SR. ACQUISITION/RELOCATION AGENT

Ms. Didio has 15 years of professional experience in the real estate industry. A licensed California real estate agent, she is skilled in obtaining the rights for public and private properties. Ms. Didio is detail oriented and proficient in Uniform Act and Caltrans regulations. Her duties include managing schedules; preparing reports and offer packages; coordinating with appraisers, lenders, attorneys, and title and escrow agents; negotiating with tenants and property owners; researching market conditions and comparables; and providing high-quality relocation advisory services.

15 YEARS OF EXPERIENCE

LICENSES AND CERTIFICATIONS

Licensed California Real Estate Salesperson No. 01965616

California Notary Public No. 2233641

DISCIPLINARY CLASSES

Completed more than 12 IRWA courses

RELATED EXPERIENCE

- 4th Street/Prater Way | Regional Transportation Commission of Washoe County, Nevada
- McCarran Widening Project | Regional Transportation Commission and Nevada Department of Transportation



BRIEF RESUMES & QUALIFICATIONS



15 YEARS OF EXPERIENCE

EDUCATION

Studies, University of Notre Dame

LICENSES AND CERTIFICATIONS

CA Real Estate Broker No. 01844416

MARCIAL FERNANDEZ

SR. ACQUISITION/RELOCATION AGENT

Mr. Fernandez is an innovative, high-performing relocation professional with over 15 years of successfully propelling programs and initiatives to assist impacted communities and ease the relocation process. His experience enables him to effectively identify opportunities for continued improvement, develop focused plans and processes, and provide tactical solutions to meet the needs of clients and tenants. Mr. Fernandez is additionally an exceptional communicator with strong negotiation, problem resolution, and client needs assessment aptitude. He is fluent in English and Spanish.

RELATED EXPERIENCE

- Federal Bureau of Reclamation | San Joaquin River Restoration Project
- City of Kingsburg | Madsen Avenue Bike Trail Project
- City of Clovis | Teague-Fowler Right of Way Consulting Services
- Ventus Group | The Fig Project



28 YEARS OF EXPERIENCE

EDUCATION

Studies in Political Science, University of Southern California

LICENSES AND CERTIFICATIONS

Professional Land Management, University of Houston Downtown College of Business
CA Real Estate Sales License No. 01916621

MICHAEL BOSS

TITLE MANAGER

Mr. Boss has over 28 years of practical experience in the real estate services industry and is highly specialized in title research, deed preparation, easements, licenses, leases, condemnation statements, legal descriptions, and title reviews. He has been involved in title research for more than twenty years and has been directly responsible for searching and examining documents for title history, obtaining and researching maps affecting various properties, researching title chains at the title plant, researching grantor and grantee indexes at halls of records for any missing documents not posted in lot books, and abstracting and examining documents for report preparation and plotting.

RELATED EXPERIENCE

- City of Fontana | Citrus Avenue / I-10 Interchange Project
- San Bernardino Associated Governments | Cherry Avenue / I-10 Interchange Project
- City of Palmdale | Palmdale Boulevard (SR-138) 5th to 10th Street East Improvements



BRIEF RESUMES & QUALIFICATIONS



BRETT BROWN

TITLE SUPERVISOR

Mr. Brown has extensive experience in the title industry. He is a skillful title abstractor and examiner with experience in Alaska, Arizona, California, Florida, Illinois, Maryland, Michigan, Minnesota, Nevada, New York and Ohio. His knowledge along with his versatility provides our clients with a valuable resource for title and rights.

12 YEARS OF EXPERIENCE

EDUCATION

H.S. Diploma, Troy High School Fullerton, CA

DISCIPLINARY CLASSES

Real Estate Law - Coursework

RELATED EXPERIENCE

- Orange County Sanitation District | Right Of Way And Property Management Services
- City Of Hesperia | Ranchero Road Corridor Widening
- City Of San Bernardino | 40th Street Widening From Johnson Street To Electric Avenue



RYAN HUMPHREY

PROJECT COORDINATOR

Mr. Humphrey has experience as a project coordinator and relocation agent for a wide variety of projects in the public and private sectors. He specializes in scheduling, facilitating communication between clients and stakeholders, report preparation, and project management support. He is recognized for providing exemplary project coordination and quality control/quality assurance, including ensuring that projects are in compliance with client, state, and federal rules and regulations.

2 YEARS OF EXPERIENCE

EDUCATION

B.A., Environmental Science, University of Colorado

RELATED EXPERIENCE

- City of Roseville - Dry Creek Greenway East Trail
- Sacramento Region Transit District - Dos Rios Station
- City of Tulare - Cross Street Improvements Project
- City of Fontana - Sierra Avenue Street Improvement Project



APPENDIX

ATTACHMENT A

ADDITIONAL PROJECT EXPERIENCE

SACRAMENTO REGIONAL TRANSIT DISTRICT

SACRAMENTO FLOOD CONTROL DISTRICT

ALAMEDA CORRIDOR-EAST CONSTRUCTION AUTHORITY

REGIONAL TRANSPORTATION COMMISSION OF WASHOE COUNTY, NEVADA

RESUMES

STEPHEN FOX

BILL TANNER

KAREN SOOHOO

JULIE WOOD

LAURA DIDIO

MARCIAL FERNANDEZ

MIKE BOSS

BRETT BROWN

CONNIE WILLIFORD

TROY LUNT

RATE SHEET



**ATTACHMENT A
RESPONDENT QUESTIONNAIRE**

1. **Respondent Information:** Provide the following information about yourself and your company.

Respondent Name: Paragon Partners Consultants, LLC

(Note: give exact legal name as it will appear on the contract, if awarded.)

Address: 5660 Katella Ave, Suite 100

City: Cypress State: CA Zip Code: 90630-5058

Telephone No: (714) 379-3376 Fax No: (714) 908-8484

Business Structure:

Individual or Sole Proprietorship

Partnership

Corporation

Other; list business structure: LLC

2. **Contact information:** List the one person who Weber County or their representative may contact concerning your proposal.

Name: Neilia LaValle

Address: 5660 Katella Ave, Suite 100

City: Cypress State: CA Zip Code: 90630-5058

Telephone No: (714) 379-3376 Fax No: (714) 908-8484

Email: neilia@paragon-partners.com

3. **References:** Give names of three people with whom you have worked on past projects of similar nature.

A. Name: Tara Heesacker, SR/WA, Right of Way Supervisor

Address: 1400 SW Walnut St.

City: Hillsboro State: OR Zip Code: 97123

Telephone No: C: (503) 846-7876 Fax No: _____

Email: Tara_heesacker@co.washington.or.us

B. Name: Dave Serdar, Right of Way Supervisor, Ada County Highway District

Address: 3775 Adams St.

City: Garden City State: ID Zip Code: 83714

Telephone No: C: (208) 860-6666 Fax No: F: (208) 387-6393

Email: dserdar@achdidaho.org

C. Name: Scott Dickinson, Right of Way Manager

Address: 1116 W Broadway Ave.

City: Spokane State: WA Zip Code: 99260

Telephone No: C: (805) 260-5445 Fax No: _____

Email: sdickinson@spokanecounty.org

SACRAMENTO REGIONAL TRANSIT DISTRICT

SOUTH SACRAMENTO CORRIDOR PHASE II, LIGHT RAIL EXTENSION PROJECT, BLUE LINE TO COSUMNES RIVER COLLEGE



Paragon provided a full range of comprehensive services to SacRT before, during and after the construction of this project which provided much-needed mass transit directly to one of the region’s top educational facilities, allowing for expanding the light rail system that helps to serve the Sacramento region’s growing population by reducing automobile congestion and decreasing air polluting emissions.

Paragon was directly involved in planning and execution from the onset of the project and helped to mitigate challenges. Paragon worked seamlessly with SacRT staff to successfully acquire approximately 52 partial takes, 50 TCEs, 42 Public Utility Easements and three full residential acquisitions along with numerous permits and easements for installing and/or relocating utilities along the project route. Four residential relocations were also successfully performed during the project. Paragon performed public outreach as ambassadors on behalf of SacRT, helping the effected residents to stay informed and navigate the acquisition process before and during project construction. Policies and procedures that Paragon helped to develop during this project have become standard practices for SacRT that are still used today.

The majority of the work involved unique right of way issues, ranging from significant severance damage disputes to implementing reasonable mitigation measures to meeting strict budget demands. Our project team’s ability to evaluate the before and after condition of the remainder parcels was a critical component in successfully completing the negotiation process. As a result of our due diligence, nearly 95% of the cases were completed without litigation measures.

SERVICES

- Project management
- Acquisition and relocation services
- Review of legal descriptions
- Appraisal and review appraisal coordination
- Preparation of offer packages
- Negotiations

TASK	NUMBER
Property Acquisitions	144
Property Acquisitions (partial)	52
Property Acquisitions (full)	50
Percentage with acquisition completed and deeds recorded prior to scheduled date of certification	95%



SACRAMENTO FLOOD CONTROL DISTRICT (SAFCA)

SAFCA LEVEE IMPROVEMENT PROJECT



SAFCA and DWR are partnered together as the local sponsors for this \$1.8 billion levee improvement program in Sacramento. Paragon played a key role in the ROW program management, providing acquisition and relocation services.

The scope of the project included 250 active negotiations supporting over \$1.8 Billion in Levee improvements throughout the City of Sacramento. Paragon was responsible for collaborating with the USACE and DWR real estate staff on real estate requirements, review of existing rights, and final right of way requirements, as well as close out packages required at the end of a project to ensure SAFCA and DWR receive all the LERRDS credits from the federal government.

Currently, Paragon continues its successful delivery of the real property rights for the 2019, 2020, and 2021 American River Common Features project. Right-of-way acquisition for the ARCF program will grow to over 200 parcels in the next 5 years. Some of the more unique right of way acquisitions include mitigation lands, city parks, and superfund sites. Key stakeholders include the Local, State, and Federal government partners, and the Board of Directors, which is made up of 7 different local agencies.

During the course of the project, working with SAFCA, the most unique acquisition challenges include ongoing negotiations with a local railway, major impacts to golf course, and working with the project team to reduce construction impacts to a marina.

SERVICES

- ROW program management
- Acquisition and relocation services
- Utility relocation services
- Review of legal descriptions
- Appraisal and review appraisal coordination
- Relocation Assistance Program
- Preparation of offer packages
- Negotiations and close out packages
- Other Real Property Services

ALAMEDA CORRIDOR-EAST CONSTRUCTION AUTHORITY (ACE)

THE ACE PROJECT - THE "GATEWAY TO AMERICA"



Paragon has served as the right of way program/real estate manager for this complex project for over 20 years. Paragon’s ability to provide and manage a full complement of right of way and support services has resulted in the successful acquisition and management of more than 400 residential, commercial, industrial, retail and railroad properties across 14 grade separations and improvements. In addition, Paragon has permanently relocated more than 150 business and residential displacees, as well as more than 200 personal property displacees. The 14 projects associated with the ACE Project resulted in a total condemnation rate of less than 5%. Our success with the right of way acquisition and relocation for this Project is a testament to our expertise in providing a wide spectrum of land services to meet the needs of both private and public interests.

 **AWARD WINNING PROJECT** 

ACE San Gabriel Trench Won Project of the Year from the APWA (2018)

ACE San Gabriel Trench Project won the IRWA Top Ten Award (2014)

ACE Sunset Avenue Grade Separation Project won the IRWA Top Ten Award (2011)

<5%

CONDEMNATION RATE

300+

PROPERTY INTERESTS ACQUIRED
TO DATE

100+

RELOCATIONS
TO DATE

PROJECT	CITY	ACQUISITIONS	RESIDENTIAL RELOCATIONS	BUSINESS RELOCATIONS
Baldwin Avenue Grade Separation	City of El Monte	35	20	10
Brea Canyon Grade Separation	City of Industry	9	-	1
Durfee Avenue Grade Separation	City of Pico Rivera	22	-	-
East End Grade Separation	City of Pomona	12	-	1
Fairway Drive Grade Separation	City of Industry	27	-	1
Fullerton Road Grade Separation	City of Industry	20	-	2
Nogales Street Grade Separation	City of Industry	16	-	21
Puente Avenue Grade Separation	City of Industry	31	5	9
Ramona Grade Separation	City of El Monte	10	3	10
Reservoir Grade Separation	City of Pomona	22	7	2
San Gabriel Trench	City of San Gabriel	95	3	10
Sunset Avenue Grade Separation	City of Industry	8	-	-
Temple 4th Track	City of Pomona	13	-	-
Temple Avenue Grade Separation	City of Pomona	22	-	-
TOTAL		342	38	67



REGIONAL TRANSPORTATION COMMISSION OF WASHOE COUNTY, NEVADA (RTC)

MULTIPLE PROJECTS

VIRGINIA ST. MID-TOWN & RTC RAPID EXTENSION TO UNIVERSITY OF NEVADA

Paragon is providing acquisition and relocation assistance, with FTA oversight, for the Bus Rapid Transit project in Reno, Nevada. The Virginia Street Mid-Town & RTC Rapid Extension to University of Nevada Project will create connectivity between UNR, downtown Reno and Mid-town. The Extension will consist of adding BRT stations, pedestrian improvements and add a UNR Gateway feature. The multi-modal improvements will include pedestrian improvements to meet ADA standards, utility relocation, incorporation of historical and cultural characteristics of Midtown, and provide BRT stop improvements. Acquisitions include: 282 including full, partial, temporary and permanent easements, and public utility easements. Relocations include: 9 Businesses and 79 Residential Tenants, and personal property moves/storage as required.

SERVICES

- ROW program management
- Acquisition and relocation services
- Utility relocation services
- Review of legal descriptions
- Appraisal and review appraisal coordination
- Relocation Assistance Program
- Preparation of offer packages
- Negotiations and close out packages
- Other Real Property Services

4TH STREET AND PRATER WAY PROJECT

The 4th Street/Prater Way Complete Street and BRT Project from Evans Avenue to Pyramid Highway, affecting both the cities of Sparks and Reno, requires narrowing down the streets from four lanes to two lanes and adding bike lanes, widening sidewalks, adding or replacing streetlights and under-grounding of utilities. During construction, the power poles and streetlights will be worked around or moved onto new easements. Designed to be similar to light rail, the RTC RAPID is a limited stop transit service that provides enhanced passenger amenities, faster travel times and employs technology to let bus drivers communicate with traffic signals.

A vast majority of the takings were temporary construction easements wherein the waiver valuation approach was used to determine value. Three rights of entry/permits were acquired from the Union Pacific Railroad (UPRR). There were various types of business and residential properties that each had a unique set of circumstances. As a result of our due diligence, most of the cases were completed without any litigation measures.

SERVICES

- Project management
- Acquisition services
- Review of all legal descriptions
- Appraisal and review appraisal coordination
- Preparation of waiver valuations
- Preparation of offer packages
- Negotiations
- Escrow coordination
- Lender and tenant consents



STEPHEN FOX

PROJECT MANAGER

Mr. Fox is a respected leader, a licensed real estate agent in four states, and a well-versed expert in federal, state, and local right of way regulations. An experienced and skilled project manager, he has successfully led a broad range of right of way projects throughout the Western United States, including transportation, energy, housing, and more. His versatile background includes efforts for state transportation agencies in Washington, Oregon, California, and Idaho, as well as numerous entities in the private sector. His approach to ensuring success for each project involves steady communication, collaboration, quality control, and accountability. This has consistently yielded exceptional budget and project timeline benefits for clients. In addition to his technical acumen, Mr. Fox is recognized for his commitment to mentoring his project team members in all aspects of right of way services to the benefit of clients and the industry.

30 YEARS OF EXPERIENCE

EDUCATION

B.A., Psychology, Minor in Spanish, Southern Utah University

LICENSES AND CERTIFICATIONS

Oregon Real Estate Broker No. 201218308

California Real Estate Salesperson No. 01855686

PROFESSIONAL AFFILIATIONS

County of Los Angeles Citizens Redistricting Commission, Commissioner - Resides in 5th District

Alameda Corridor Transportation Authority (ACTA) Relocation Appeals Board, Panel Member

International Right of Way Association, Member

RELATED EXPERIENCE

Spokane Transit Authority | Division Street Bus Stops

Mr. Fox served as project manager for the revitalization and enhancements of existing bus stops on Division Street. The improvements required construction activities to occur on private property. Plans called for all bus stops to be improved and for all property rights to be acquired as voluntary donations. Under Mr. Fox's leadership, the acquisition project team was able to successfully acquire all the property rights needed to complete the project.

City of College Place | College Avenue Rose Street Project

The College Avenue Rose Street Project entailed over two miles of reconstructed roadway between Rose Street and Carey Court and College Avenue and Lamperti Drive. Under Mr. Fox's leadership as project manager, right of way activities were completed ahead of schedule and under budget, despite both being less than half of typical. The scope of work included acquisition services for 51 parcels involving title research, tracking of construction permits, negotiations for right of way and easements, payment coordination, title clearance and coordination with the Department of Transportation Local Area Coordinator. The crowning success was acquiring all property rights within an extremely aggressive five-month time frame without a single condemnation. Properties impacted included residential, vacant lands, and university lands owned by Walla Walla University.

Central Puget Sound Regional Transit Authority (Sound Transit) | West Seattle & Ballard Link Extensions Architecture and Engineering Services

Mr. Fox served as senior project manager for the acquisition team responsible for acquiring right of entry agreements for 300 individual properties at a very aggressive pace. The project was subject to U.S. Department of Transportation Federal Transit Administration (FTA) grant funding requirements. When project goals were not being met, Mr. Fox intervened by resetting weekly goals as daily goals. Through collaboration and accountability, the project was quickly back on track.



STEPHEN FOX

County of Spokane | Bigelow Gulch Project

Mr. Fox served as senior project manager for this multi-phase project critical to the growing transportation needs of the Spokane community. Years earlier, the county lost its funding for this high-profile project through missteps. The project team, under Mr. Fox's leadership, was retained by the County to repair relationships with property owners and to execute right of way appraisals, negotiations, and relocations per FHWA regulations, Washington Department of Transportation local agency guidelines, and applicable laws. Required tasks included numerous acquisitions and relocations, as well as eminent domain collaboration with the County. Mr. Fox oversaw the effective negotiation to conclusion of multiple files that were in the condemnation process, providing savings of county time and money.

Spokane Housing Authority | Parsons Apartments Occupied Rehabilitation Temporary Relocations

Mr. Fox served as senior project manager for the temporary relocation of all tenants during an occupied rehabilitation project. All activities were performed under HUD guidelines in Handbook 1378. Despite changes to construction schedules and the discovery bedbugs, relocations remained on schedule for the successful completion of the project.

City of Spokane | Downtown Vaults

Mr. Fox served as project manager of this safety improvement project for downtown Spokane. As the City has grown, many stairways to basements were covered up by metal vault covers in the pedestrian sidewalks. As they aged, the integrity of the vaults began to fail requiring the City to fill them in. Mr. Fox oversaw the team responsible for acquiring the property rights necessary for the project to proceed.

City of Spokane Valley | Multiple Transportation Projects

Mr. Fox served as senior project manager for several acquisitions and relocations for various street widenings, intersection improvements, and sidewalk enhancements. All activities were completed under WSDOT Local Agency Guide requirements and the projects were certified by the WSDOT Local Agency Coordinator.



BILL TANNER

SR. ACQUISITION AGENT

Mr. Tanner is a sales-driven professional with over 17 years of experience in increasing revenue across multiple industries. Formerly a principal broker and project manager/developer for a key construction firm in the Sacramento area, Mr. Tanner is both a certified California general contractor and a licensed California real estate broker. He has extensive experience managing real estate agents, determining value via market analyses, negotiating contracts between buyers and sellers, and educating clients on regulatory policy and real estate strategy and practices.

17 YEARS OF EXPERIENCE

EDUCATION

B.A., Business
Management, Utah Valley
University

LICENSES AND CERTIFICATIONS

CA Real Estate Broker No.
1431004

CA General Contractor's
License, Classifications A &
B, No. 833292

PROFESSIONAL AFFILIATIONS

International Right of Way
Association, Member

RELATED EXPERIENCE

Sacramento Area Flood Control Agency (SAFCA) | Sacramento River East Levee and North Sacramento Streams Levee Improvement

SAFCA determined that certain levee reaches that protect Sacramento do not meet FEMA's 100-year requirements for embankment and foundation stability due to erosion for portions of the levees on the east side of the NEMDC, Arcade Creek north and south, and on the Sacramento River East Levee. The project will benefit Sacramento through a reduced flood risk, improved maintenance efficiency, and the minimization of State liability. Paragon is currently assisting SAFCA in the provision of right of way appraisal and acquisition services. Mr. Tanner is serving as senior acquisition agent for the project.

City of Roseville | Dry Creek Greenway East Trail Project

The Greenway East Trail will create approximately 4.25 miles of paved, off-street trail along Dry, Cirby, and Linda Creeks that will provide the community a place for bicycling, walking, running, and dog walking. Paragon will be providing right of way services for 22 affected parcels. As senior acquisition agent, Mr. Tanner is providing acquisition services for the project.

City of Wheatland | South Yuba Regional Sewer Design Project

The City of Wheatland is planning the construction of new pipelines and pump stations to convey its wastewater into a new regional sewer system serving South Yuba County. The City's new sewer infrastructure would connect to new OPUD trunk sewers near South Beale Rd and SR 65. Paragon is providing comprehensive right of services for the project, including appraisal, title and escrow, acquisition/negotiation, railroad negotiation, etc. Mr. Tanner is serving as senior acquisition agent for the project.

Pulte Group (San Jose) | Winchester Ranch Mobile Home Relocations

Winchester Ranch is a mobile home park community that is reserved for older citizens. Pulte Homes purchased the property in 2015 and plans to redevelop it into a 2-acre public park and 687 units of luxury housing. Pulte has agreed to allow the current residents to stay on the property in new condominiums at current rental rates. Paragon is providing both temporary and permanent relocation assistance to the residents on behalf of Pulte Homes. Mr. Tanner is involved in the provision of relocation assistance for the project.



BILL TANNER

Blackrock Realty, LLC | Principal Broker

Mr. Tanner managed the activities eight real estate agents, determined the value of property through detailed market analyses, and advertised listed properties to other realtors and potential buyers. His responsibilities also included negotiating contracts with buyers and sellers, ensuring complete client satisfaction, and educating buyers concerning loan offerings and incentives. He additionally facilitated the closing process on behalf of clients.

Tanner Industries, Inc. | Principal Broker/Project Manager/Developer

Mr. Tanner was responsible for the complete project management and development of Douglas Ridge. The work included securing project entitlement through the City of Roseville. The work included successfully marketing and leasing 144,000 sq. ft. of office space and 20,000 sq. ft. of retail space. He managed all construction and tenant improvements and facilitated pre-leasing of 58% of the Douglas Ridge Project before construction began on the buildings. He was also involved in value engineering for tenant improvements, which resulted in a 12% savings on projected costs.



KAREN SOOHOO, SR/WA

SR. RELOCATION AGENT

Ms. Soohoo is an experienced right of way agent, trained in both federal (49 CFR, Part 24, the Uniform Relocation Assistance and Real Property Policies Act of 1970, as amended,) and Nevada state (NRS 342) regulations relating to Acquisition and Relocation Assistance for public projects. Ms. Soohoo brings more than 10 years of experience in project coordination, including title reports, appraisals, review and specialty appraisals, surveys, technical moving estimates and property research. In addition to her exemplary negotiation skills, she has proven her excellence with escrow coordination, obtaining rights of entry, purchase agreements, temporary easement deeds and managing extensive file documentation.

12 YEARS OF EXPERIENCE

DISCIPLINARY CLASSES

Completed more than 20 IRWA courses

LICENSES AND CERTIFICATIONS

Notary Public, Nevada

PROFESSIONAL AFFILIATIONS

International Right of Way Association, Chapter 46, Reno, Nevada, Member

IRWA Membership Chair, Professional Development Chair and Relocation Committee Chair 2013-2016

IRWA Chapter 46 President, 2011-2012 and 2012-2013

IRWA Chapter 46 Vice President, 2010-2011

IRWA Chapter 46 Treasurer, 2008-2010

RELATED EXPERIENCE

Sacramento Flood Control Agency | Sacramento River East Levee and North Sacramento Streams Levee Improvement

SAFCA determined that certain levee reaches that protect Sacramento do not meet FEMA's 100-year requirements for embankment and foundation stability due to erosion for portions of the levees on the east side of the NEMDC, Arcade Creek north and south, and on the Sacramento River East Levee. The project will benefit Sacramento a reduced flood risk, improved maintenance efficiency, and the minimization of State liability. Paragon is currently assisting SAFCA in the provision of right of way appraisal and acquisition services. Ms. Soohoo is working with the project manager to prepare offer packages and contact property owners for negotiation of offers.

Winchester Ranch Mobile Home Relocations | Pulte Group (San Jose)

Winchester Ranch is a mobile home park community that is reserved for older citizens. Pulte Homes purchased the property in 2015 and plans to redevelop it into a 2-acre public park and 687 units of luxury housing. Pulte has agreed to allow the current residents to stay on the property in new condominiums at current rental rates. Paragon is providing both temporary and permanent relocation assistance to the residents on behalf of Pulte Homes. Ms. Soohoo is performing relocation tasks, including interviewing property owners, coordinating with moving companies, coordinated with contractors for moving estimates, preparing claims, and conducting replacement housing inspections.

Virginia Street Mid-Town & RTC Rapid Extension to University of Nevada | Regional Transportation Commission of Washoe County

Ms. Soohoo provided acquisition and relocation assistance for the project. The work included 282 full, partial, temporary and permanent easements and public utility easements. Relocations included 9 businesses and 79 residential tenants and personal property moves.

4th Street/Prater Way | Regional Transportation Commission of Washoe County

The E. 4th Street/Prater Way Complete Street and BRT Project from Evans Avenue to Pyramid Way requires narrowing down the streets from four lanes to two lanes with bike lanes, widened sidewalks, streetlights and underground



KAREN SOOHOO

utilities. During this commitment, power poles and streetlights need to be worked around or moved onto new easements.

Pyramid Widening Project | Regional Transportation Commission

Ms. SooHoo performed relocation tasks for commercial and residential, interviewed property owners, coordinated with moving companies, coordinated with contractors for moving and installing estimates, prepared claims, coordinated with title and escrow officers for title reports and closing costs, replacement housing inspections, prepared rental agreement and did rent collection.

McCarran Widening Project | Regional Transportation Commission and Nevada Department of Transportation

Ms. SooHoo performed the following tasks and duties: met with property owners to acquire partial acquisitions; temporary construction easements; utility easements; performed waiver valuation inspections on properties which included taking photos and measuring of area that would be impacted by the temporary construction easement; coordinated with title companies for title reports/vesting deeds; coordinated with contractor and appraisers on items in the acquisition portion; relocation for personal property in acquisition and temporary easement portions; prepared offer packages; presented offer packages to owners; and prepared closing packages to submit to NDOT.

Moana Lane Widening Project | Regional Transportation Commission and Nevada Department of Transportation

Ms. SooHoo's tasks for this widening project included: coordinating with appraisers and reviewer appraiser for appraisals; made offer to property owner for acquisition; coordinated with movers and contractors for moving and installing personal property; met with business owners for moving needs and location concerns; coordinated with property agents to assist with locating replacement sites; and prepared claims.

Digit 395 Project | California Broadband Cooperative

This project crossed through private owned lands, state owned lands, County owned lands, city-owned lands, Tribal and BIA-owned lands, USFS owned lands, BLM owned lands and multiple Railroads. Ms. SooHoo's involvement supported preparation for installing over 500 miles of fiber optic from Southern California to Reno, Nevada through the Highway 395 corridor. Her main responsibilities included: coordinating the hundreds of applications submitted; when they were submitted, who is requesting a meeting with the contractor or agent; who needs more information regarding the project sent to them; who signed the documents; and which ones have been received and submitted. She coordinated with all the agents and the contractors for temporary equipment sites, acquisition sites for the nodes and applications for permits. Ms. SooHoo also prepared applications for access and temporary construction easements.



JULIE WOOD

SR. RIGHT OF WAY AGENT

Ms. Wood is experienced in executing and managing all aspects of right of way acquisition tasks for energy corridors, transportation, transit, and environmental mitigation projects. She negotiates transactions with property owners, tenants and attorneys; analyzes and interprets legal descriptions, plat maps, engineering plans, appraisals, title reports, and litigation guarantees; independently drafts right of way contracts, deeds, leases, permits, and other various legal documents; assists legal counsel throughout the condemnation process; and reviews and assists in drafting various escrow documents, and directs the closing process. Ms. Wood collaborates directly with clients, legal counsel, escrow and title officers, contractors, engineers, and interfaces with outside control agencies, including state agencies, FHWA, FTA, FRA, quasi-public utility companies, and railroad entities. Ms. Wood is frequently selected by clients as the primary point of contact in a variety of capacities, including template document preparation, project status monitoring, supervision of sub-consultants, condemnation support, and overall general support.

12 YEARS OF EXPERIENCE

EDUCATION

Bachelor of Arts, Creative Writing and Associate of Arts, Media Arts, University of Arizona, Tucson

LICENSES AND CERTIFICATIONS

Utah Real Estate Salesperson license, pending

Licensed California Real Estate Salesperson No. 01880519

California Notary Public, commission # 2210839

PROFESSIONAL AFFILIATIONS

International Right of Way Association, Chapter 67, Member

RELATED EXPERIENCE

Utah Department of Transportation | Pioneer Crossing and Environmental Mitigation Bank; SR 77; SR 92; Geneva Road; and I-15 Core projects; and Ames Construction, Inc. / UDOT, 11400 South Project (2008 - 2010)

Ms. Wood worked simultaneously on six design-build projects and acquired fifty-six parcels, including complex commercial, industrial, residential, and agricultural properties. She worked directly in the field with property owners and construction contractors to create solutions in real time, including the design of a massive, new irrigation pond and water distribution system for an agricultural owner. In addition to acquisition, Ms. Wood also independently completed 110 appraisal waiver valuations between the six projects, which expedited project delivery timeframes, and significantly reduced appraisal project costs.

California High Speed Rail Authority | Fresno to Bakersfield, CA and Madera to Fresno, CA Segments (2015 - 2020)

Ms. Wood negotiated the acquisition of 73 parcels, including agricultural, commercial, industrial, and residential properties. She analyzed engineering plans, appraisals, legal descriptions, title reports, and entity documents; prepared contracts, deeds, administrative settlements, leases, protective rental agreements, offset statements, permits to enter, escrow instructions, lien releases, lender payoff demands, subordination agreements, reconveyance deeds, and affidavits; submitted signed contract packages to the Authority; and coordinated with relocation agents to meet vacation deadlines. She also assisted the Authority's legal counsel throughout the condemnation process, by preparing Resolution of Necessity packages; drafting legal motions, declaration statements, settlement memorandums, and judgment documents, meeting with expert witnesses, and attending court hearings. In addition, Ms. Wood prepared nine appraisal waiver valuations, and supervised and reviewed waiver valuations prepared by fellow agents.

San Diego Association of Governments | Elvira to Morena Double Track



JULIE WOOD

Project; Mid-Coast Corridor Transit Project; San Diego River Double Track Project

Ms. Wood worked directly with SANDAG's project management team, primary ROW consultant, and legal counsel to acquire the necessary parcels for these rail and trolley line expansion projects. She personally negotiated the acquisition of sixteen commercial, industrial, residential, and special-use properties and assisted SANDAG's legal counsel in the delivery of an additional nine parcels. In addition to negotiations, Ms. Wood prepared weekly status reports for the client, reviewed the acquisition documents, appraisals, legal descriptions, right of way plans and maps, and title reports and litigation guarantees. Ms. Wood also assisted in the preparation of the Resolution of Necessity board-meeting agendas and RON notices to property owners.

San Diego Association of Governments | Sorrento Valley Double-Track Project

Ms. Wood worked directly with SANDAG's project manager, legal counsel and sub-consultants to acquire the necessary parcels for this rail expansion project. She coordinated and reviewed all title reports, litigation guarantees and plats & legals, drafted the acquisition documents, coordinated with outside agencies to remove encroachments, acquired six commercial properties, and supervised junior staff. In addition, Ms. Wood closely assisted SANDAG's counsel and project manager in the preparation of the agendas and power point presentations for the Resolution of Necessity pre-hearing and final hearing with SANDAG's Board of Directors, and also attended both hearings.

Union Pacific Railroad | Chicago to St. Louis High Speed Rail Project

Ms. Wood provided acquisition and appraisal coordination services for UPRR on the Joliet to Godfrey portion of this large project, which extends for 215 miles. She coordinated the ordering, tracking and review of all appraisals and personally checked over eighty appraisal reports for accuracy and to ensure compliance with both state and federal requirements. In addition, she coordinated with HDR's appraisal sub-consultant and interacted directly with project management and engineers, UPRR staff and legal counsel, and Illinois Department of Transportation appraisal staff. Ms. Wood also acquired three agricultural properties and mentored junior staff.

BNSF Railway / Union Pacific Railroad | Mojave Subdivision Tehachapi Rail Improvement

Ms. Wood worked closely with the project's stakeholders to ensure the timely delivery of four, large agricultural properties necessary for construction. She led the team in the review and preparation of title reports, legal descriptions and records of surveys, ALTA surveys, permits to enter for environmental testing, acquisition template documents, and supervised the acquisition negotiations.

San Bernardino Associated Governments | sbX E-Street Corridor Bus Rapid Transit (BRT)

This project included the acquisition of one hundred and thirty commercial, industrial, and single family residential use properties. Ms. Wood drafted the numerous easements, deeds, agreements, and other templates used in the acquisition of the project properties. She negotiated the acquisition of twenty-four parcels, including residential, commercial and industrial properties, and was heavily involved in directly supporting SANBAG's outside legal counsel and support staff throughout condemnation proceedings for the project's remaining parcels.

Orange County Transportation Authority | Lakeview Avenue Grade Separation Project

This project separated the existing at-grade crossing of Lakeview and Orangethorpe Avenues from the BNSF Railway right of way in the Cities of Anaheim and Placentia, CA, by the means of an overpass bridge. Ms. Wood led the team in the review and preparation of title reports, plats and legals, permits for environmental testing, drafted all the acquisition and relocation templates documents, and prepared and reviewed all offer packages. She personally acquired fourteen parcels, including the project's more complicated residential / mixed-use, commercial and industrial properties, attended weekly client meetings and provided condemnation support.



LAURA DIDIO

ACQUISITION/RELOCATION AGENT

Ms. Didio has 15 years of professional experience in the real estate industry. A licensed California real estate agent, she is skilled in obtaining the rights for public and private properties. Ms. Didio is detail oriented and proficient in Uniform Act and Caltrans regulations. Her duties include managing schedules; preparing reports and offer packages; coordinating with appraisers, lenders, attorneys, and title and escrow agents; negotiating with tenants and property owners; researching market conditions and comparables; and providing high-quality relocation advisory services.

15 YEARS OF EXPERIENCE

EDUCATION

FHWA-NHI-141045,
Real Estate Acquisition
under the Uniform Act;
FHWA-NHI-134208,
Utility Investigations;
FHWA-NHI-142052,
Introduction to NEPA and
Transportation Decision-
making

IRWA, Non-residential
Relocation; Residential
Relocation; Advanced
Business Relocation; Ethics
and the Right of Way
Profession; Standards of
Practice for the Right of
Way Profession; Conflict
Management; Principles
of Land Acquisition;
Principals of Real Estate
Negotiation

LICENSES AND CERTIFICATIONS

Licensed California Real
Estate Salesperson No.
01965616

California Notary Public
No. 2233641

PROFESSIONAL AFFILIATIONS

International Right of Way
Association, Chapter 67,
Member

RELATED EXPERIENCE

Sacramento Flood Control Agency | Sacramento River East Levee and North Sacramento Streams Levee Improvement

Ms. Didio is involved in preparation of offer packages and contacting property owners for negotiation of offers. The project impacts the City of Sacramento, public and private utility companies, and private property owners.

Lake County | Middle Creek Flood Damage Reduction and Ecosystem Restoration Project

This project requires partial acquisitions from 15 parcels and relocation of 6 residential households and 3 businesses, in accordance with California Department of Water Services regulations. The project has involved several unique challenges, included finding appropriate replacement dwellings that would allow for continuation of small farming businesses and working with lenders due to the many property owners who were in negative equity situations. As relocation agent, Ms. Didio is in charge of the residential and business relocations required by the project.

City of Tulare | Cross Avenue Improvement Project

As acquisition agent, Ms. Didio is working with the appraiser to prepare the scope of work and to contact property owners impacted by the project. She will be preparing offer packages and conducting negotiations with the residential owners and tenants.

Pulte Group (San Jose) | Winchester Ranch Mobile Home Relocations

Winchester Ranch is a mobile home park community that is reserved for older citizens. Pulte Homes purchased the property in 2015 and plans to redevelop it into a 2-acre public park and 687 units of luxury housing. Pulte has agreed to allow the current residents to stay on the property in new condominiums at current rental rates. Paragon provided both temporary and permanent relocation assistance to the residents on behalf of Pulte Homes. Ms. Didio served as relocation agent responsible for implementing temporary and permanent relocation services.

Los Angeles County Metropolitan Transportation Authority (Metro) | Crenshaw/LAX Transit Corridor

Ms. Didio served as the relocation agent for this project. Her duties included preparing and processing relocation claims and memorandums for impacted residences and businesses.



LAURA DIDIO

Kern River Gas Transmission Company | Delta Lateral Pipeline

Ms. Didio is providing acquisition services for the Interstate Natural Gas Pipeline extending from the oil- and gas-producing fields of southwestern Wyoming through Utah and southern Nevada to the San Joaquin Valley near Bakersfield, California. Ms. Didio is acquiring right of entry agreements and working with Paragon's team to identify property impacts, propose mitigation measures, and develop a rough order of magnitude for acquisition costs.

Washoe County RTC | Mill Street Complete Streets

The goal of this project is to identify improvements for pedestrians, bicyclists, and transit riders, as well as motorists. Deficiencies in pedestrian access related to Charter Schools and AACT High School in the area, as well as a number of ADA-deficient bus stops, have been identified. As acquisition agent, Ms. Didio is involved in Paragon's provision of the right of way services for the project.



MARCIAL FERNANDEZ

ACQUISITION/RELOCATION AGENT

Mr. Fernandez is an innovative, high-performing relocation professional with over 15 years of successfully propelling programs and initiatives to assist impacted communities and ease the relocation process. His experience enables him to effectively identify opportunities for continued improvement, develop focused plans and processes, and provide tactical solutions to meet the needs of clients and tenants. Mr. Fernandez is additionally an exceptional communicator with strong negotiation, problem resolution, and client needs assessment aptitude. He is fluent in both English and Spanish.

15 YEARS OF EXPERIENCE

EDUCATION

Studies, University of Notre Dame

LICENSES AND CERTIFICATIONS

CA Real Estate Broker No. 01844416

PROFESSIONAL AFFILIATIONS

International Right of Way Association, Member

BILINGUAL

English/Spanish

RELATED EXPERIENCE

Federal Bureau of Reclamation | San Joaquin River Restoration Project

The San Joaquin River Restoration Program is a comprehensive, long-term effort to restore flows to the San Joaquin River from the Friant Dam to the confluence of Merced River and to restore a self-sustaining Chinook salmon fishery in the river while reducing or avoiding adverse water supply impacts from restoration flows. Paragon serves as the primary real estate consultant for the Program. As the senior relocation agent, Mr. Fernandez is responsible for successfully relocating the residents, businesses, and personal property impacted by the project.

City of Kingsburg | Madsen Avenue Bike Trail Project

Paragon is providing right of way services for the partial acquisition of orchard property for a bicycle and pedestrian path for the City of Kingsburg in Fresno County. Mr. Fernandez serves as senior acquisition agent for the project. Services Paragon is providing include review of title reports, preparation of offer package, negotiation, and escrow coordination.

City of Clovis | Teague-Fowler Right of Way Consulting Services

Paragon is providing right of way services for the partial property acquisition of two parcels on the intersection of Teague Avenue and Fowler Avenue in the City of Clovis. Mr. Fernandez is serving as senior acquisition agent for the project and is responsible for all negotiations with the property owners or their representatives.

Ventus Group | The Fig Project

Paragon is providing relocation assistance for 27 residential households who were permanently relocated due to the demolition of the existing buildings. Paragon has provided noticing and referrals, performed tenant interviews, assisted in completion of rental/lease applications, and advisory services. Mr. Fernandez serves as principal relocation agent for the project. He has been instrumental in mitigating several tenant-landlord conflicts and worked closely with a variety of stakeholders, including the tenants union and the L.A. Housing and Community Investment Department.

RAND Corporation | Pardee Rand Graduate Student Housing

This project is an innovative permanent supportive student housing development for the Pardee Rand Graduate School. Paragon is providing relocation assistance to 5 residential households who will be permanently



MARCIAL FERNANDEZ

displaced due to the recent acquisition of apartment buildings in Brentwood, California. As principal relocation agent, Mr. Fernandez is leading Paragon's tenant relocation assistance services, including developing the relocation plan and cost estimates, tenant interviews, negotiating buyout agreements, and providing relocation assistance and support.

City of Santa Ana | Warner Avenue Improvements, Phase II

Mr. Fernandez is the senior acquisition/relocation agent for the Warner Avenue Widening Project. The work requires acquisition of 26 parcels, consisting of residential, commercial, industrial, and railroad properties. Paragon is negotiating 14 full acquisitions, 10 partial acquisitions, and 2 temporary construction easements on railroad property. Mr. Fernandez is providing relocation assistance for 15 single family residential properties and a daycare facility.

Los Angeles County | Real Estate Property Management/Lease Negotiations

Mr. Fernandez provided property management/lease negotiation services for the County's Department of Public Works. His role involves determining which department sections should remain in their current locations, preparing broker's opinions of value, and proposing lease terms and rental rates. He also prepared new amendments/agreements for execution between landlords and the County.

City Of Fontana | Sierra Avenue Widening

Mr. Fernandez is a senior acquisition agent working on the project. The scope of work requires acquisition of 77 parcels by full/partial acquisition, temporary construction easement, or right of entry permits. Residential relocation assistance is required for the full acquisition parcel.

City Of Fontana | Alder Middle School Safe Routes To School

Mr. Fernandez is the senior acquisition agent on the team. Paragon is representing the City for the acquisition of right of way to accommodate construction of ADA compliant sidewalks, curb and gutter ramps, and traffic signals, where needed. Twelve properties require dedication of acquisition permanent or temporary rights.

City Of Fontana | Etiwanda/Slover Traffic Signal Improvements

As senior acquisition agent, Mr. Fernandez is providing acquisition support to acquire right of way for roadway improvements, reconfiguring of intersections, and driveway reprofiling. He is also assisting in obtaining permanent and temporary easements for the City.

TenantBase | Senior Tenant Advisor

Mr. Fernandez provided brokerage and asset services for third party-owned properties, consisting primarily of Class A and B office, industrial, and retail properties with an emphasis on value-added investments throughout Southern California. He collaborated with principals and third-party consultants in the creation of due diligence material for acquisitions and dispositions. He also reviewed, approved, and negotiated leases and purchase and sale documents with prospective tenants and buyers. He additionally provided market analysis of lease rates, sale comparables, occupancy rates, pending construction deliveries, and cap rates to enhance client awareness of current real estate trends.



MICHAEL BOSS, CPLM

TITLE MANAGER

Mr. Boss has over 28 years of practical experience in the real estate services industry and is highly specialized in title research, deed preparation, easements, licenses, leases, condemnation statements, legal descriptions, and title reviews. He has been involved in title research for more than twenty years and has been directly responsible for searching and examining documents for title history, obtaining and researching maps affecting various properties, researching title chains at the title plant, researching grantor and grantee indexes at halls of records for any missing documents not posted in lot books, and abstracting and examining documents for report preparation and plotting.

28 YEARS OF EXPERIENCE

EDUCATION

B.S., Political Science,
University of Southern
California

LICENSES AND CERTIFICATIONS

Professional Land
Management, University
of Houston Downtown
College of Business

CA Real Estate Sales
License No. 01916621

PROFESSIONAL AFFILIATIONS

International Right of Way
Association, Member

RELATED EXPERIENCE

City of Fontana | Citrus Avenue / I-10 Interchange Project

This project replaced the existing five-lane Cherry Avenue Bridge over I-10 with an eight-lane bridge from Slover Avenue to Valley Boulevard. Mr. Boss provided written legal descriptions and reviewed plats for partial takes and easements required for the redesign of the Cherry Avenue/I-10 Interchange.

San Bernardino Associated Governments | Cherry Avenue / I-10 Interchange Project

This project consisted of the replacement of an existing four-lane bridge with a seven-lane bridge, improvement of the on-and-off ramps, intersection improvements at the Citrus and Valley and Citrus and Slover Intersections, as well as improvements to local streets. Mr. Boss provided written legal descriptions and reviewed plats for partial takes and easements required for the redesign of the Citrus Avenue/I-10 Interchange.

Parsons Transportation Group | Omnitrans E Street Bus Rapid Transit (BRT) Project

This BRT project included transit planning, public relations, architectural and engineering, environmental clearance, preliminary engineering and final design for the enhanced rapid transit service traveling on the E Street corridor in the cities of San Bernardino and Loma Linda. Mr. Boss reviewed title reports and prepared exception reports to highlight potential issues to be addressed prior to acquisition.

City of Palmdale | Palmdale Boulevard (SR-138) 5th to 10th Street East Improvements

The City of Palmdale retained Paragon to acquire the necessary right of way to widening Palmdale Boulevard (SR-138) between 5th and 10th Street. The scope of work requires turn-key services to provide project management, appraisal, acquisition and relocation assistance. Early in the project, Mr. Boss provided title research and written legal descriptions for impacted railroad properties in order to expedite project deliverables and save time and cost to the City.

County of Los Angeles | Department of Public Works

Paragon has been providing the County with as-needed real estate services on multiple projects. As title manager, Mr. Boss has led all title services and projects for the County. Recent projects include:



MICHAEL BOSS

- Hasley Canyon Road
- Vasquez Canyon Road Slide
- Fire Station 143
- Malibu Storm Drain Easements
- North Los Angeles Kern County
- Recycled Water Project Phases I & II
- APN 8684-025-008
- 12051 Browns Canyon Road
- Topanga Library Project
- Mount Wilson Road
- 12051 Browns Canyon Road
- Topanga Library Project
- APN 5282-029-002
- Mount Wilson Road

County of Los Angeles | Department of Regional Planning

Mr. Boss was responsible for searching, abstracting, and examining property records, such as deeds, Records of Survey, tract and parcel maps, government patents, Government Land Office surveys and records, easements, and assessor's tax rolls to determine the facts surrounding the subdivision of various parcels of real property. Through this work, he was able to determine whether circumstances surrounding the subdivisions were in compliance with pertinent State and County subdivision and zoning laws and ordinances (in force at the time of subdivision).

Orange County Sanitation District | Right of Way and Property Management Services

Mr. Boss managed title research and reporting for rights analysis for over 400 miles of OCSD trunk lines. He reviewed all interests owned by OCSD for pipeline, trunk systems, pump stations, sewers, easement grants, railroad crossings, flood control permits, Caltrans encroachment permits, and rights pursuant to the State of California Health and Safety Code Section 6518.

PacifiCorp | Energy Gateway Transmission Expansion Project

As the title supervisor, Mr. Boss performed an exhaustive land use study of 1,800 miles of proposed right of way for a 500 kV transmission line. The study included research to locate mining claims and operations, oil and gas extraction locations and underground pipelines and utilities. Part of the study consisted of analyzing the impact of zoning regulations, conservation easements and wildlife habitats, military installations, airports and landing strips to the proposed transmission line.

Valero | Wilmington Refinery Pipeline Rights Study Project

Mr. Boss performed a rights study for 8 crude oil pipelines serving the Wilmington refinery. This included research within the records of the Ports of Los Angeles and Long Beach, the refineries records, as well as the official records of Los Angeles County. This included identifying rights within California State Tidelands, Union Pacific Railroad rights of way, city streets (prior rights and franchise), and the railroad rights of way owned jointly by the Ports of Los Angeles and Long Beach.

Study Hydrogen Energy California LLC | Natural Gas Pipeline Feasibility Project

This project included reviewing 8 potential routes to connect the proposed facility to an existing natural gas transmission line. Mr. Boss assisted in the preparation of a feasibility study for the construction of a natural gas pipeline in Kern County. The study included assessment of right of way and permitting to determine the preferred route. He was responsible for reviewing title records to determine any impediments to right of way acquisition and estimating right of way and permitting costs for each of the proposed routes.



BRETT BROWN

TITLE SUPERVISOR

Mr. Brown has extensive experience in the title industry. He is a skillful title abstractor and examiner with experience in Alaska, Arizona, California, Florida, Illinois, Maryland, Michigan, Minnesota, Nevada, New York and Ohio. His knowledge along with his versatility provides our clients with a valuable resource for title and rights.

12 YEARS OF EXPERIENCE

EDUCATION

H.S. Diploma, Troy High School Fullerton, CA

DISCIPLINARY CLASSES

Real Estate Law - Coursework

Real Estate Math/Regulations, Coursework

Real Estate Principals Coursework

Real Estate Appraisal Coursework

RELATED EXPERIENCE

The Gateway West Transmission Line project will include approximately 150 miles of 230 kV lines in Wyoming and approximately 850 miles of 500 kV lines in Wyoming and Idaho. As Senior Title Agent, Mr. Brown's responsibilities are to provide title review services.

Orange County Sanitation District | Right Of Way And Property Management Services

Mr. Brown provided rights analysis for over 400 miles of OCSD trunk lines. He reviewed all interests owned by OCSD for pipeline, trunk systems, pump stations, sewers, easement grants, railroad crossings, flood control permits, Caltrans encroachment permits and rights pursuant to the State of California Health and Safety Code Section 6518.

City Of Hesperia | Ranchero Road Corridor Widening

Mr. Brown serves as the Senior Title Agent for the City of Hesperia Ranchero Road Corridor Widening. The Ranchero Road Widening project in the City of Hesperia is the final phase of a major three phased corridor improvement project that will widen Ranchero Road along Interstate 15, from Kern to Topaz. The project will widen the existing road from its current two lanes to four lanes in order to alleviate growing traffic and congestion. Paragon provides right of way project management, acquisition, and appraisal services for 25 unique parcels that consisted of Temporary Construction Easement, Permanent Easement, partial, or full acquisition.

City Of San Bernardino | 40th Street Widening From Johnson Street To Electric Avenue

Mr. Brown served as the Senior Title Agent for the City of San Bernardino 40th Street Widening from Electric Avenue to Johnson Street. The project requires right of way project management, appraisal, acquisition, and relocation of 20 impacted parcels consisting of residential, commercial and vacant properties.

Valero Energy | Wilmington Refinery Due Diligence

This project involved discovery of pipeline rights held by the refinery and locating right of way gaps. Mr. Brown provided title research and worked with many local governmental offices to obtain information on pipeline rights. He worked closely with the GIS department to create maps for the client's pipelines.

Exxonmobil | Alaska LNG Pipeline Project

This project involved the preFEED stage of an 800 mile LNG pipeline. Mr. Brown provided title and land use support. He supervised the title operations for this project



QUALIFICATIONS OF CONNIE W. WILLIFORD, MAI

Mr. Connie W. Williford is a principal associated with Allen, Williford & Seale, Inc. AWS is a real estate appraisal firm with corporate offices in Houston, Texas. Field offices are maintained throughout the nation. Mr. Williford's responsibilities include appraisal of all types of right of way and commercial properties and he has testified as an expert witness regarding real property value on numerous occasions in local, state and federal courts of law. Additionally, Mr. Williford has served as an instructor in appraisal and right of way courses throughout the Continental United States, Alaska and Puerto Rico.

BIOGRAPHICAL DATA

Mr. Williford was born in Seagraves, Texas, in 1957. He attended public schools in Seagraves prior to attending Texas A & M University in College Station in 1975 where he earned a Bachelor of Science Degree in Agricultural Economics with special emphasis in Real Estate. Mr. Williford is married and has three children.

EDUCATION

Bachelor of Science Degree (Agricultural Economics):

Texas A & M University (1979)

Yellow Book Seminar, presented by Appraisal Institute

Continuing Education Credits through Seminars, Courses, and Lectures

PROFESSIONAL AFFILIATIONS

Appraisal Institute (MAI No. 9347)

International Right of Way Association (Member)

State Certified General Real Estate Appraiser:

Texas Certificate No. TX-1321100-G

New Mexico Certificate No. 02650-G

Texas Water Conservation Association (Member)

Texas Brokers License

ACTIVITIES

International Right of Way Association

Y.T. Lum Award Recipient 2004 (IRWA)

2004 Professional of the Year – Region II

International Pipeline Committee (Member)

Past President and Director - Chapter 8

Right of Way Professional of the Year - Chapter 8

Past Chairman - Region II

Right of Way International Education Foundation (Past Treasurer)

Appraisal Institute Chapter 33

Houston Livestock Show & Rodeo (Committeeman)



Troy A. Lunt, MAI, SR/WA

Experience

Troy is a director and full time commercial real estate appraiser and consultant with Integra Realty Resources – Salt Lake City. He has been appraising since 1994 assisting commercial, governmental and private clients across a wide range of property and assignment types. Troy specializes in eminent domain/right-of-way valuation pertaining to surface, subsurface and aerial property interests. He also has considerable experience in forensic appraising and litigation consulting/expert services for a wide range of litigation actions including eminent domain, ad valorem taxation, corporate/partnership dissolution and allocation, estate planning/resolution, divorce, and value impairment from all sources including environmental and regulatory.

Troy has been qualified as an expert witness. Other areas of expertise include fundamental market analyses, feasibility studies, investment consultation and general commercial appraisal. Troy holds the MAI designation issued through the Appraisal Institute. Prior to joining Integra Realty Resources, he was a founding partner in the Fortis Group, a local appraising and consulting firm, and before that was a Director with LECG, an international expert services firm.

Professional Activities & Affiliations

MAI, Appraisal Institute
SR/WA, International Right of Way Association
R/W-AC, International Right of Way Association
Affiliate Member Salt Lake Board of Realtors
Past President/Current Board Member, Utah Chapter International Right of Way Association
Utah Appraiser Board Experience Screening Committee, 2004 – present
Board of Directors Utah Association of Appraisers, 2009 – present

Licenses

Utah, Certified General, 5457226-CG00
Nevada, Certified General, A.0206229-CG
Wyoming, Certified General, Permit #1060
Idaho, Certified General, CGA-3399

Education

Bachelor of Arts, University of Utah, June 1994
Appraisal Principles
Basic Income Capitalization
Appraisal Procedures
Highest and Best Uses
Advanced Income Capitalization
Report Writing & Valuation Analysis
Advanced Applications
Advanced Sales Comparison & Cost Approaches
Uniform Standards of Professional Appraisal Practice
Uniform Appraisal Standards for Federal Land Acquisitions
Environmental Contamination Around Hill AFB
Understanding Real Estate Investment
Eminent Domain New Tools & Strategies
Appraisal Laws & Legislation
Current State of Wetlands Regulations
Planning & Growth Issues Along the Wasatch Front
Water Rights Valuation Challenges
Environmental Issues in Real Estate
Real Estate Finance
Detrimental Conditions in Real Estate Valuation
The Impact on Real Estate Changes in Tax Law

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