



BOARD OF SUPERVISORS AGENDA ITEM REPORT
AWARDS / CONTRACTS / GRANTS

Award Contract Grant

Requested Board Meeting Date: 1/7/2025

or Procurement Director Award:

* = Mandatory, information must be provided

***Contractor/Vendor Name/Grantor (DBA):**

Prince 10 QOB LLC

***Project Title/Description:**

Landscape Maintenance Agreement

***Purpose:**

To grant Prince 10 QOB LLC ("Prince 10") permission to plant trees in movable steel planters on a portion of La Cholla Boulevard. The City of Tucson ("City") owns the La Cholla Boulevard right of way and the Pima County Regional Wastewater and Reclamation Department ("RWRD") has a sewer main within the La Cholla right of way. The use of the movable steel planters will protect the RWRD sewer line under the La Cholla right of way. The LMA will grant permission to Prince 10 to install the movable steel planters with the trees giving the County the right to request removal/relocation of the planters at the County's request with 60 days notice. The LMA is perpetual with no expiration date. Lic-0381

***Procurement Method:**

Exempt pursuant to Pima County Code 11.04.020

***Program Goals/Predicted Outcomes:**

Prince 10 will have the right to install the steel planters over the RWRD sewer line within the La Cholla Boulevard right of way

***Public Benefit:**

The project will enhance the streetscape for the planned commercial project

***Metrics Available to Measure Performance:**

The granting of the LMA will have no direct budget impacts.

***Retroactive:**

Yes. The agreement processing was delayed as a result of getting Prince 10 QOB, LLC and the City of Tucson signatures.

To: COB, 12-23-24(3)
vers: 0
Pg: 12

DEC20*24PM0252 PD

THE APPLICABLE SECTION(S) BELOW MUST BE COMPLETED

Click or tap the boxes to enter text. If not applicable, indicate "N/A". Make sure to complete mandatory (*) fields

Contract / Award Information

Document Type: SC Department Code: RPS Contract Number (i.e., 15-123): SC2400002405
Commencement Date: 12/05/2024 Termination Date: 12/04/2049 Prior Contract Number (Synergen/CMS): _____
 Expense Amount \$ 0.00 * Revenue Amount: \$ 0.00

*Funding Source(s) required: _____

Funding from General Fund? Yes No If Yes \$ _____ % _____

Contract is fully or partially funded with Federal Funds? Yes No

If Yes, is the Contract to a vendor or subrecipient? _____

Were insurance or indemnity clauses modified? Yes No

If Yes, attach Risk's approval.

Vendor is using a Social Security Number? Yes No

If Yes, attach the required form per Administrative Procedure 22-10.

Amendment / Revised Award Information

Document Type: _____ Department Code: _____ Contract Number (i.e., 15-123): _____
Amendment No.: _____ AMS Version No.: _____
Commencement Date: _____ New Termination Date: _____
Prior Contract No. (Synergen/CMS): _____

Expense Revenue Increase Decrease

Amount This Amendment: \$ _____

Is there revenue included? Yes No If Yes \$ _____

*Funding Source(s) required: _____

Funding from General Fund? Yes No If Yes \$ _____ % _____

Grant/Amendment Information (for grants acceptance and awards)

Award Amendment

Document Type: _____ Department Code: _____ Grant Number (i.e., 15-123): _____
Commencement Date: _____ Termination Date: _____ Amendment Number: _____
 Match Amount: \$ _____ Revenue Amount: \$ _____

*All Funding Source(s) required: _____

*Match funding from General Fund? Yes No If Yes \$ _____ % _____

*Match funding from other sources? Yes No If Yes \$ _____ % _____

*Funding Source: _____

*If Federal funds are received, is funding coming directly from the Federal government or passed through other organization(s)?

Contact: Jeff Teplitsky

Department: RPS

Telephone: 724-6306

Department Director Signature: _____

Date: 12/17/2024

Deputy County Administrator Signature: _____

Date: 12/20/2024

County Administrator Signature: _____

Date: 12/20/2024

LANDSCAPE MAINTENANCE AGREEMENT

This Landscape Maintenance Agreement (this “Agreement”) is entered into effective December 5, 2024, by and among Prince 10 QOB LLC, an Arizona limited liability company (the “Company”), the City of Tucson, an Arizona municipal corporation (“City”), and Pima County, a political subdivision of the State of Arizona (“County”) with reference to the following recitals which the parties agree are true and correct and not mere recitals:

Recitals

A. The Company is the sole member of affiliate limited liability companies which own approximately 100 acres of real property known as “Prince 10” which is being developed as a first class research and industrial park (the “Project”). The northern boundary of the Project is located south of the Flowing Wells Wash and west of N. La Cholla Blvd. as depicted in Exhibit A attached hereto.

B. The Company has requested permission from the City and County to plant Chinese Pistache trees in movable steel planters (the “Subject Planters”) on that portion of the N. La Cholla Blvd. right of way located north of the La Cholla Blvd. entrance to the Project as depicted in Exhibit A (the “La Cholla ROW”).

C. The parties desire to enter into this Agreement governing the installation and maintenance of the Subject Planters.

Now therefore, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The Partnership agrees to install at its expense the Subject Planters and plant Chinese Pistache Trees or other trees or plantings approved by the City and County (“Approved Landscaping”) in the Subject Planters substantially as depicted in the plans attached hereto as Exhibit A (the “Landscape Plans”).

2. The City and County hereby approve the Landscape Plans subject to the terms and conditions of this Agreement. The City and County further agree to (i) grant the Company access to the La Cholla ROW, and (ii) the City agrees to issue a right of way permit and/or other permits as necessary to enable the Company to perform its obligations under this Agreement (a “Right of Way Permit”). The Company agrees to be solely responsible for and release the City and County from any claim or liability (i) arising out of the City’s or County’s approval of the Landscape Plans, and (ii) arising out of the Company’s use, enjoyment, operation and maintenance of the Approved Landscaping and Subject Planters. The Company shall bear sole responsibility for resolving any conflicts with any utility within the Right-of-Way, including City and County utility operations.

3. Subject to the Company’s termination right in Section 6, the Company shall at its expense (i) trim, water, maintain, and repair the Approved Landscaping and Subject Planters, and (ii) pay (if applicable) all water bills and utility bills, reasonably necessary for the Company to

satisfy its obligations under this Agreement. The Company agrees to name the City and County as additional insureds on a general liability insurance policy maintained by the Company and in a form and with policy limits approved by the City and County. The Company also agrees to indemnify and hold the City and County harmless for and from (a) any third party personal injury or property claims involving the Subject Planters or Approved Landscaping, and (b) the cost of repairing damage to the La Cholla ROW if either is caused by the negligence or intentional wrongful act of the Company, its employees, or contractors in performing the Company's obligations under this Agreement.

4. County will notify the Company of the need for relocation of the Subject Planters. The Company shall timely relocate the Subject Planters at the County's request and at the Company's expense. In the event emergency access to the sewer facilities is required, County shall relocate the Subject Planters as needed at the Company's expense and notify the Company of the relocation.

5. Upon sixty (60) days prior notice, either the City or County may terminate this Agreement and require the Company at its expense to remove the Subject Planters and Approved Landscaping (i) if the Approved Landscaping or Subject Planters are not reasonably maintained, or (ii) if a public project or need to manage the La Cholla ROW requires it, both as reasonably determined by the City and County.

6. The City and County agree to grant the Company access to the La Cholla ROW as necessary for the Company to perform its obligations under this Agreement. However, the Company acknowledges that neither the City nor the County is responsible for maintaining the Approved Landscaping or the Subject Planters. Any installation or maintenance work staged from then existing La Cholla travel lanes will require Right-of-Way/Barricading permits.

7. The Company in its sole discretion, may terminate this Agreement and discontinue maintenance of the Approved Landscaping and remove the Subject Planters if (i) [the City terminates the Right of Way Permit], or (ii) the Company determines maintenance of the Approved Landscaping is too expensive or no longer attractive; provided, however, upon termination of this Agreement, if requested by the City or County, the Company shall remove the Subject Planters and Approved Landscaping and restore the La Cholla Right of Way to substantially the same condition as existed prior to installation of the Subject Planters. Upon termination of this Agreement as permitted herein, if the Agreement is recorded, the Company shall be permitted to unilaterally record a Notice of Termination of this Agreement.

8. This Agreement shall inure to the benefit of and be binding upon the heirs, successors, and assigns of the parties hereto. Notwithstanding the foregoing, the parties acknowledge they have no intent to create an easement or other real property interest in the La Cholla ROW nor shall this Agreement be construed in such manner. Use of the La Cholla ROW pursuant to this Agreement shall be permissive and revocable in accordance with the terms and conditions herein.

9. This Agreement may be executed in counterpart and by electronic signature. This represents the entire integrated agreement of the parties and may be modified or amended only in a writing signed by the parties. Time is of the essence of this Agreement.

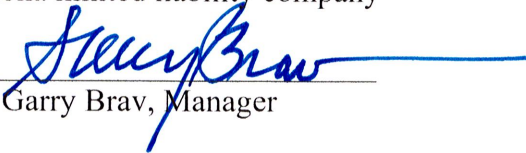
10. This Agreement is subject to cancellation for conflict of interest pursuant to A.R.S. § 38-511, the pertinent provisions of which are incorporated into this Contract by reference.

Signatures on following pages.

Company:


Prince 10 QOB LLC an Arizona limited liability company

By Brav Management LLC
an Arizona limited liability company


By 
Garry Brav, Manager

City:

CITY OF TUCSON, a municipal corporation

By: 
Name: City Of Tucson
Title: Real Estate Administrator

APPROVED AS TO FORM:


City Attorney

County:

PIMA COUNTY, a political subdivision of the State of Arizona:

Chair, Board of Supervisors

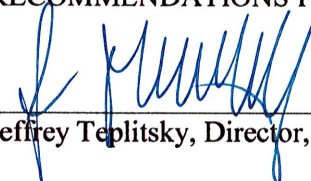
Date

ATTEST:

Melissa Manriquez, Clerk of Board

Date

RECOMMENDATIONS FOR APPROVAL:

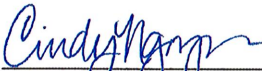


Jeffrey Teplitsky, Director, Real Property Services



Carmine DeBonis Jr., Deputy County Administrator, Public Works

APPROVED AS TO FORM:



Cindy Nguyen, Deputy County Attorney

EXHIBIT A

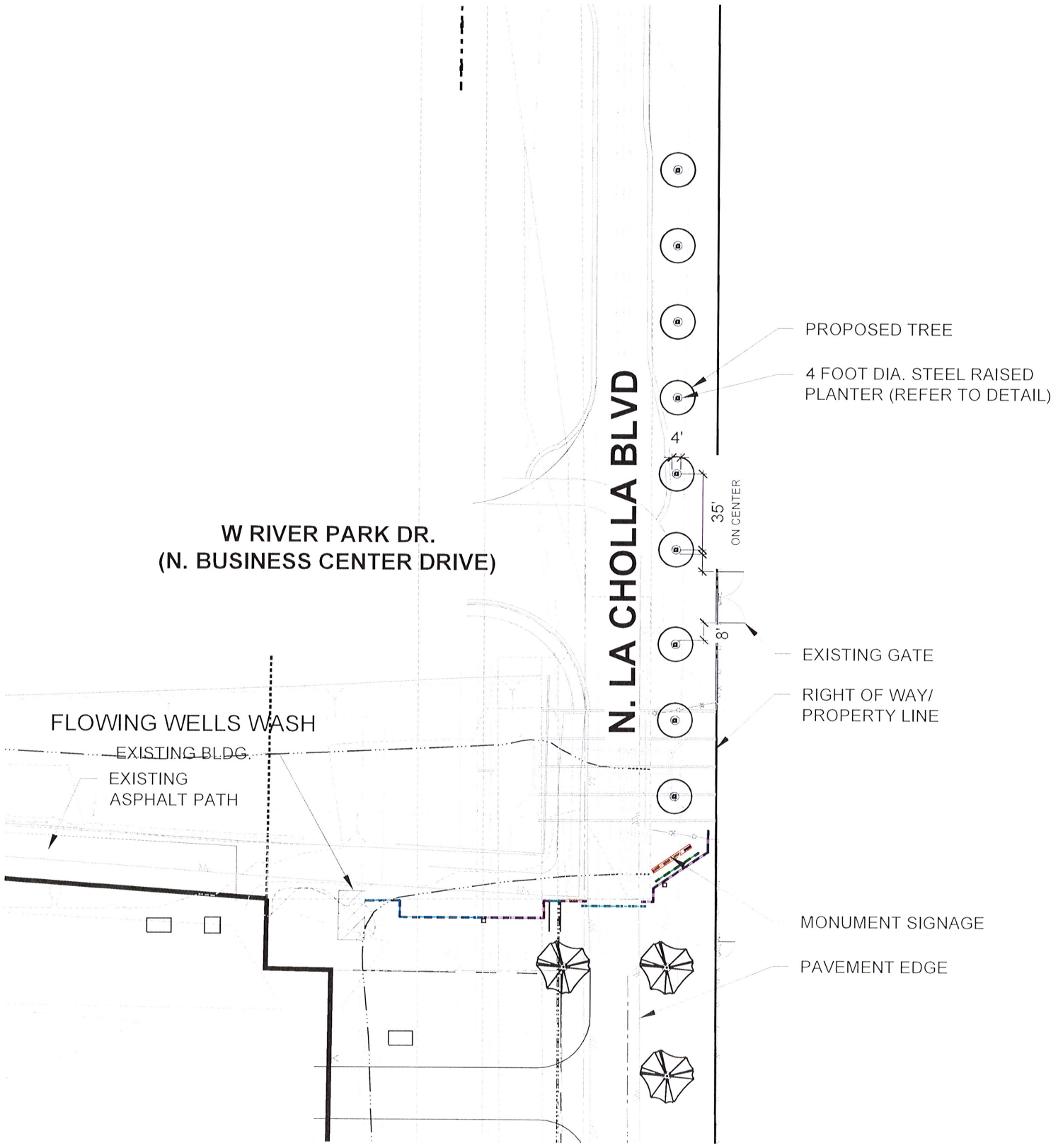
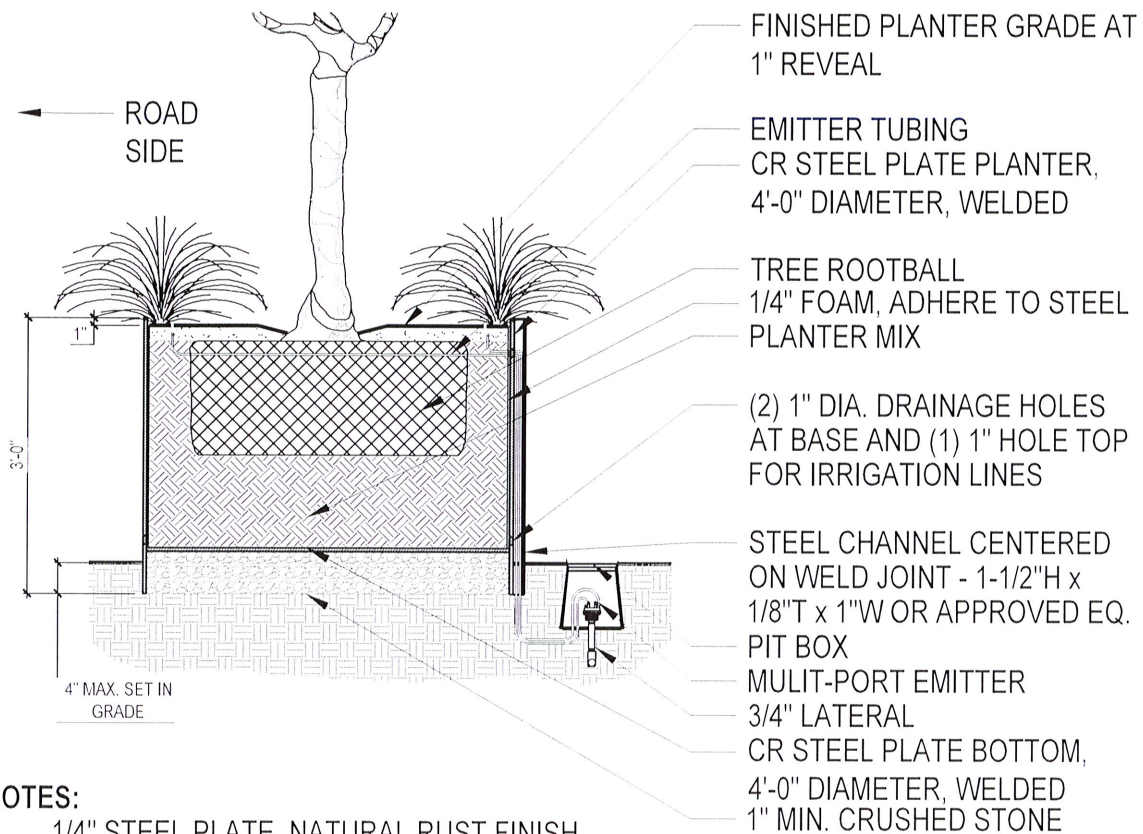


EXHIBIT 1.0 TREE PLANTERS

scale: 1" = 60'-0"
 date: 2024.08.20





NOTES:

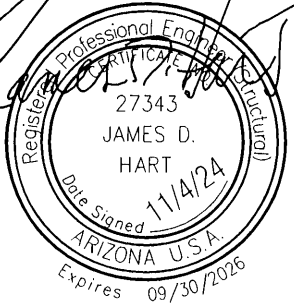
1. 1/4" STEEL PLATE, NATURAL RUST FINISH
2. FOAM INSULATION 1/4" THICK
3. REFER TO STEEL PLANTER & CLEAR ZONE DETAIL FOR PAVEMENT EDGE CONDITIONS
4. SET LEVEL IN FIELD

1 48" DIA RAISED STEEL PLANTER

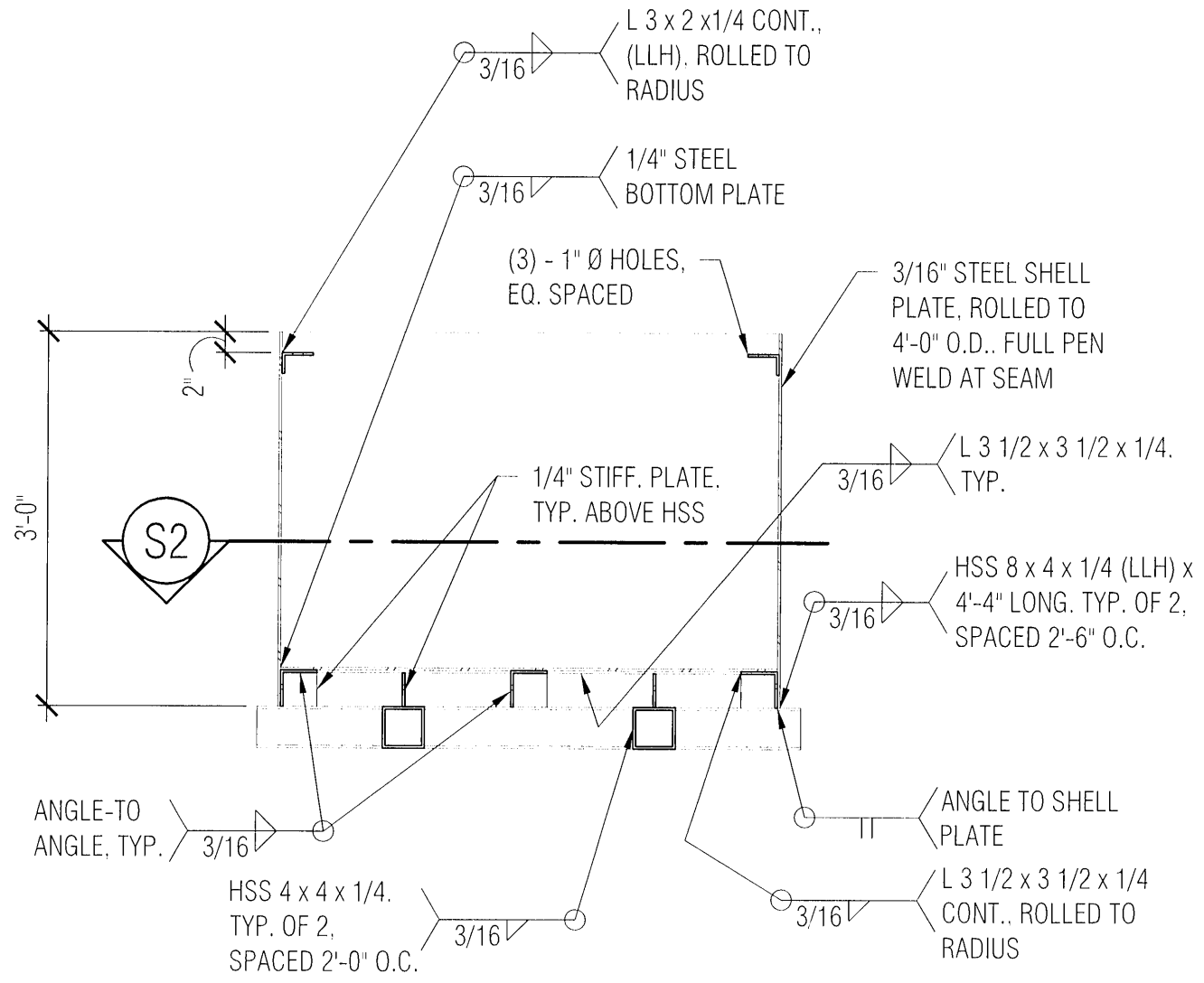
NTS

EXHIBIT 1.1 STEEL PLANTER DETAIL

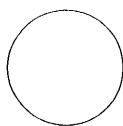
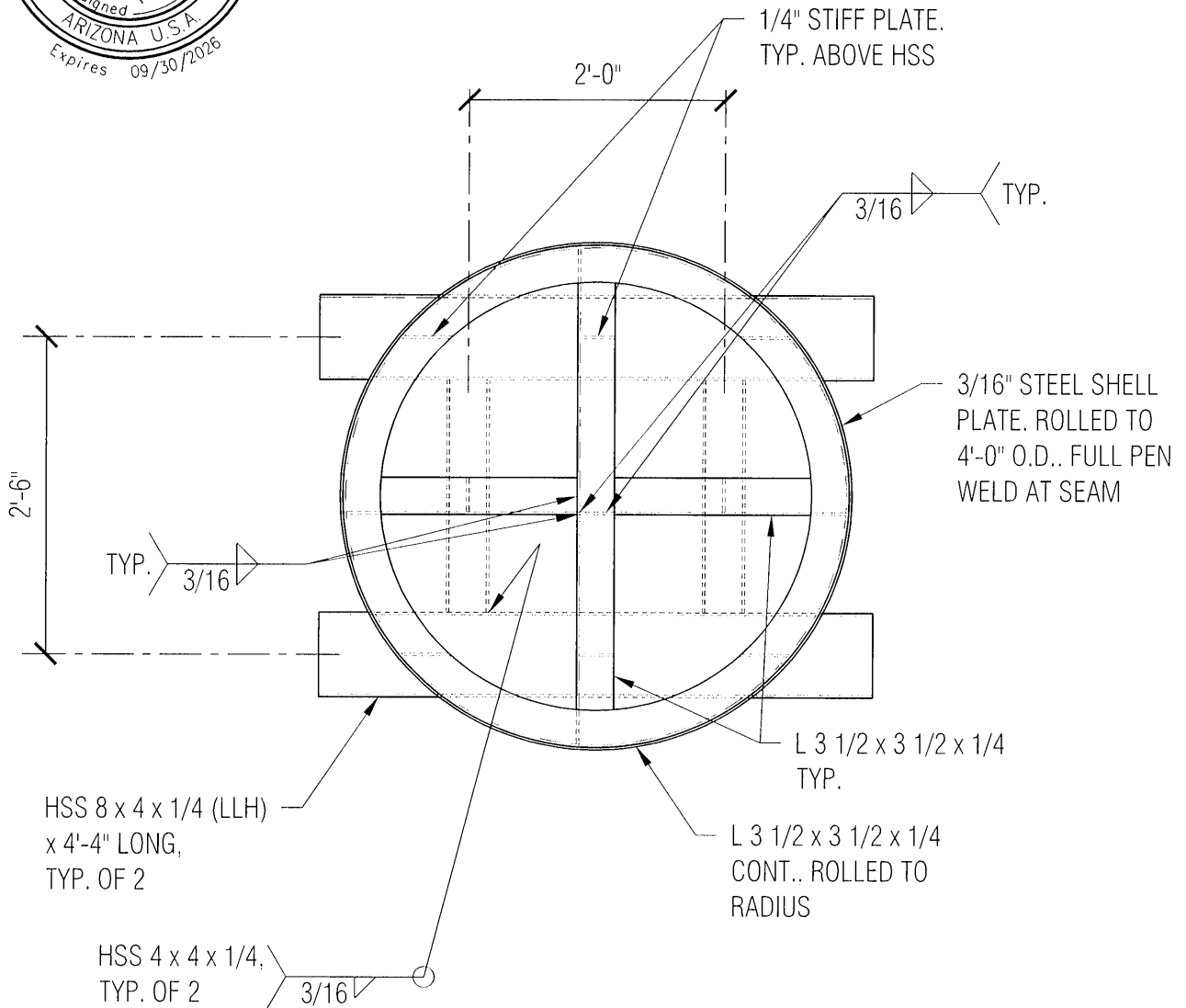
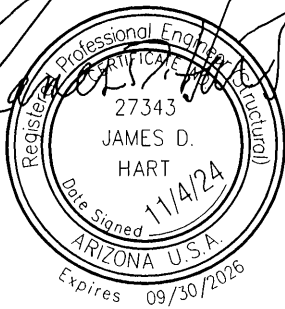
scale: nts
date: 2024.08.20



- NOTES:**
1. ALL STEEL ASTM A36.
 2. PAINT ALL SURFACES WITH RUST-INHIBITING PAINT EXCEPT AT EXPOSED EXTERIOR FACE OF SHELL PLATE.
 3. PLANTER DESIGNED FOR A SOIL WEIGHT OF 130 PCF AND A SINGLE 1,000 LB TREE



TYPICAL STEEL PLANTER
 3/4" = 1'-0"



TYPICAL STEEL PLANTER - plan view at base

3/4" = 1'-0"

PROJECT : Prince 10 Planters

Date: November 4, 2024

SHEET NO.



**TURNER STRUCTURAL
ENGINEERING COMPANY**

2806 N. Alvernon Way Ste. 460 • Tucson, Az. 85712 • (520) 323-3422

#24100

S2

