



BOARD OF SUPERVISORS AGENDA ITEM REPORT AWARDS / CONTRACTS / GRANTS

☐ Award ☒ Contract ☐ Grant

Requested Board Meeting Date: 03/18/2025

* = Mandatory, information must be provided

or Procurement Director Award: ☐

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

Tierra Right of Way Services, Ltd., an Arizona Corporation

***Project Title/Description:**

Valencia Road: Mission Road to Camino De La Tierra/Professional Services Contract

***Purpose:**

To provide acquisition services for the right of way needs throughout the Valencia Road: Mission Road to Camino De La Tierra improvement project.

***Procurement Method:**

Exempt pursuant to Pima County Code 11.04.020

***Program Goals/Predicted Outcomes:**

Contract for right of way acquisition services.

***Public Benefit:**

The improvement of Valencia Road between Mission Rd and Camino De La Tierra, increasing capacity and safety for vehicular, bicycle and pedestrian users.

***Metrics Available to Measure Performance:**

Timely completion of all property acquisitions needed for the project by Tierra Right of Way Services, Ltd. for construction of the planned public improvements.

***Retroactive:**

Yes, the date on when the signed Professional Services Contract was received, preventing interdepartmental deadlines to be met for the previous BOS meeting.

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Pg 5: 17

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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: PO Department Code: RPS Contract Number (i.e., 15-123): PO2500004087
Commencement Date: 3/3/2025 Termination Date: 3/2/2026 Prior Contract Number (Synergen/CMS): _____
☒ Expense Amount \$ 320,264.00 * ☐ Revenue Amount: \$ _____

***Funding Source(s) required: TR-Capital Projects**

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? N/A

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

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: Jim Rossi

Department: Real Property Services

Telephone: 724-6318

Department Director Signature: _____

Date: 2/24/2025

Deputy County Administrator Signature: _____

Date: 2/24/2025

County Administrator Signature: _____

Date: 3/1/2025

Pima County Real Property Services

Project: Valencia Road: Mission Road to Camino De La Tierra

Contractor: Tierra Right of Way Services, Ltd., an Arizona Corporation

Amount: \$320,264.00

Contract No.: PO2500004087

Funding: Transportation Capital Projects-Valencia Rd: Mission Rd-Camino De La Tierra

PROFESSIONAL SERVICES CONTRACT

1. Parties and Background.

- 1.1. Parties. This Contract is between Pima County, a body politic and corporate of the State of Arizona ("County"), and **Tierra Right of Way Services, Ltd.**, an Arizona Corporation ("Contractor").
- 1.2. Authority. County selected Contractor pursuant to and consistent with Board of Supervisors Policy D29.6.

2. Term.

- 2.1. Initial Term. The term of this Contract commences on March 3, 2025 and will terminate on March 2, 2026 ("Initial Term"). "Term," when used in this Contract, means the Initial Term plus any exercised extension options under Section 2.2. If the commencement date of the Initial Term is before the signature date of the last party to execute this Contract, the parties will, for all purposes, deem the Contract to have been in effect as of the commencement date.
- 2.2. Extension Options. County may renew this Contract for up to two (2) additional periods of up to 1 year each (each an "Extension Option"). An Extension Option will be effective only upon execution by the Parties of a formal written amendment.

3. **Scope of Services**. Contractor will provide County with the services described in **Exhibit A**, at the dates and times described on **Exhibit A** or, if **Exhibit A** contains no dates or time frames, then upon demand. The Services must comply with all requirements and specifications in the Solicitation.
4. **Key Personnel**. Contractor will employ suitably trained and skilled professional personnel to perform all consultant services under this Contract. Prior to changing any key personnel, especially those key personnel County relied upon in making this Contract, Contractor will obtain the approval of County. The key personnel include the following staff:

Employee Name	Title
Corey Long	Director of ROW, AZ
Myrlene Francis	Associate Director of ROW, AZ
Danny Rodriguez	Project Manager, ROW
Nancy Madden	Project Manager, ROW
Shenique Colby	Project Manager, ROW
Angelica Gutierrez	Sr ROW Agent
Cherisse Young	Sr ROW Agent
David Barraza	ROW Agent
Denise George	ROW Agent
Diana Molina	ROW Agent
Holly Bristol	ROW Agent
John Huntley	ROW Agent
Taylor Scott	ROW Agent
Danielle (DJ) Reiley	ROW Technician

5. Compensation and Payment.

- 5.1. Rates; Adjustment. County will pay Contractor at the rates set forth in **Exhibit B**. Those rates will remain in effect during an Extension Option period unless Contractor, at least 90 days before the end of the then-existing Term, or at the time the County informs Contractor that the County intends to extend the Term, if that is earlier, notifies County in writing of any adjustments to those rates, and the reasons for the adjustments.
- 5.2. Maximum Payment Amount. County's total payments to Contractor under this Contract, including any sales taxes, may not exceed \$ 300,000.00 per year (the "NTE Amount"). The NTE Amount can only be changed by a formal written amendment executed by the Parties. Contractor is not required to provide any services, payment for which will cause the County's total payments under this Contract to exceed the NTE Amount; if Contractor does so, it is at the Contractor's own risk.
- 5.3. Sales Taxes. The payment amounts or rates in **Exhibit B** do not include sales taxes. Contractor may invoice County for sales taxes that Contractor is required to pay under this Contract. Contractor will show sales taxes as a separate line item on invoices.
- 5.4. Timing of Invoices. Contractor will invoice County on a monthly basis unless a different billing period is set forth in **Exhibit B**. County must receive invoices no more than 30 days after the end of the billing period in which Contractor delivered the invoiced products or services to County. County may refuse to pay for any product or service for which Contractor does not timely invoice the County and, pursuant to A.R.S. § 11-622(C), will not pay for any product or service invoiced more than 6-months late.

- 5.5. Content of Invoices. Contractor will include detailed documentation in support of its invoices and assign each amount billed to an appropriate line item.
- 5.6. Invoice Adjustments. County may, at any time during the Term and during the retention period set forth in Section 22 below, question any payment under this Contract. If County raises a question about the propriety of a past payment, Contractor will cooperate with County in reviewing the payment. County may set-off any overpayment against amounts due to Contractor under this or any other contract between County and Contractor. Contractor will promptly pay to County any overpayment that County cannot recover by set-off.
6. **Insurance**. Contractor will procure and maintain at its own expense insurance policies (the "**Required Insurance**") satisfying the below requirements (the "**Insurance Requirements**") until all its obligations under this Contract have been met. The below Insurance Requirements are minimum requirements for this Contract and in no way limit Contractor's indemnity obligations under this Contract. The County in no way warrants that the required insurance is sufficient to protect the Contractor for liabilities that may arise from or relate to this Contract. If necessary, Contractor may obtain commercial umbrella or excess insurance to satisfy the Insurance Requirements.
- 6.1. Insurance Coverages and Limits: Contractor will procure and maintain, until all its obligations have been discharged, coverage with limits of liability not less than those stated below. Coverage must be placed with insurers acceptable to the County with A.M. Best rating of not less than A-VII, unless otherwise approved by the County.
- 6.1.1. Commercial General Liability (CGL) – Occurrence Form with limits not less than \$2,000,000 Each Occurrence and \$2,000,000 General Aggregate. Policy shall include coverage for liability arising from premises, operations, independent contractors, personal injury, bodily injury, broad form contractual liability and products-completed operations.
- 6.1.2. Business Automobile Liability – Coverage for bodily injury and property damage on any owned, leased, hired, and/or non-owned autos assigned to or used in the performance of this Contract with minimum limits not less than \$1,000,000 Each Accident.
- 6.1.3. Workers' Compensation and Employers' Liability – Statutory coverage for Workers' Compensation. Workers' Compensation statutory coverage is compulsory for employers of one or more employees. Employers Liability coverage with limits of \$1,000,000 each accident and \$1,000,000 each employee – disease.
- 6.1.4. Professional Liability (E & O) Insurance – This insurance is required for work from professionals whose coverage is excluded from the above CGL policy. The policy limits shall be not less than \$2,000,000 Each Claim and \$2,000,000 Annual Aggregate. The insurance shall cover professional misconduct or negligent acts of anyone performing any services under this contract.

6.2. Additional Coverage Requirements:

- 6.2.1. Claims Made Coverage: If any part of the Required Insurance is written on a claims-made basis, any policy retroactive date must precede the effective date of this Contract, and Contractor must maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.
- 6.2.2. Additional Insured Endorsement: The General Liability, Business Automobile Liability and Technology E&O Policies shall each be endorsed to include Pima County, its departments, districts, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor.
- 6.2.3. Subrogation Endorsement: The General Liability, Business Automobile Liability, Workers' Compensation and Technology E&O Policies shall each contain a waiver of subrogation endorsement in favor of Pima County, and its departments, districts, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
- 6.2.4. Primary Insurance Endorsement: The Required Insurance policies must stipulate that they are primary and that any insurance carried by County, or its agents, officials, or employees, is excess and not contributory insurance.
- 6.2.5. The Required Insurance policies may not obligate County to pay any portion of Contractor's deductible or Self Insurance Retention (SIR).
- 6.2.6. Subcontractors: Contractor must either (a) include all subcontractors as additional insureds under its Required Insurance policies, or (b) require each subcontractor to separately meet all Insurance Requirements and verify that each subcontractor has done so, Contractor must furnish, if requested by County, appropriate insurance certificates for each subcontractor. Contractor must obtain County's approval of any subcontractor request to modify the Insurance Requirements as to that subcontractor.

6.3. Notice of Cancellation:

Contractor must notify County, within two (2) business days of Contractor's receipt of notice from an insurer, if any Required Insurance policy is suspended, voided, or cancelled for any reason. Notice must include the Pima County project or contract number and project description.

6.4. Verification of Coverage:

- 6.4.1. Contractor must furnish County with a certificate of insurance (valid ACORD form or equivalent approved by Pima County) for each Required Insurance policy, which must specify that the policy has all the required endorsements, and must include the Pima County project or contract number and project description. Each certificate must be signed by an authorized representative of the insurer.
- 6.4.2. County may at any time require Contractor to provide a complete copy of any

Required Insurance policy or endorsement. Note: Contractors for larger projects must provide actual copies of the additional insured and subrogation endorsements.

6.4.3. Contractor must provide the certificates to County before work commences. Each Required Insurance policy must be in effect at least 10 days before work under this Contract commences. Contractor must provide County a renewal certificate not less than 15 days prior to a Required Insurance policy's expiration date. Failure to maintain the Required Insurance policies, or to provide evidence of renewal, is a material breach of this Contract.

6.4.4. All insurance certificates must be sent directly to the appropriate County Department.

6.5. Approval and Modifications:

The Pima County Risk Manager may modify the Insurance Requirements at any point during the Term of this Contract. This can be done administratively, with written notice from the Risk Manager and does not require a formal Contract amendment. Neither the County's failure to obtain a required insurance certificate or endorsement, the County's failure to object to a non-complying insurance certificate or endorsement, nor the County's receipt of any other information from the Contractor, its insurance broker(s) and/or insurer(s), constitutes a waiver of any of the Insurance Requirements.

7. **Indemnification.** To the fullest extent permitted by law, Contractor will defend, indemnify, and hold harmless Pima County and any related taxing district, and the officials and employees of each of them (collectively, "Indemnitee") from and against any and all claims, actions, liabilities, losses, and expenses (including reasonable attorney fees) (collectively, "Claims") arising out of actual or alleged injury of any person (including death) or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by negligent acts or omission by Contractor or any of Contractor's directors, officers, agents, employees, volunteers, or subcontractors. This indemnity includes any claim or amount arising or recovered under the Workers' Compensation Law or arising out of the failure of Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. The Indemnitee will, in all instances, except for Claims arising solely from the acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all Claims. Contractor is responsible for primary loss investigation, defense and judgment costs for any Claim to which this indemnity applies. This indemnity will survive the expiration or termination of this Contract.

8. **Laws and Regulations.**

8.1. Compliance with Laws. Contractor will comply with all federal, state, and local laws, rules, regulations, standards and Executive Orders.

8.2. Licensing. Contractor warrants that it is appropriately licensed to provide the services under this Contract and that its subcontractors will be appropriately licensed.

8.3. Choice of Law; Venue. The laws and regulations of the State of Arizona govern the rights and obligations of the parties under this Contract. Any action relating to this

Contract must be filed and maintained in the appropriate court of the State of Arizona in Pima County.

9. **Independent Contractor.** Contractor is an independent contractor. Neither Contractor, nor any of Contractor's officers, agents or employees will be considered an employee of Pima County for any purpose or be entitled to receive any employment-related benefits, or assert any protections, under the Pima County Merit System. Contractor is responsible for paying all federal, state and local taxes on the compensation received by Contractor under this Contract and will indemnify and hold County harmless from any and all liability that County may incur because of Contractor's failure to pay such taxes.
10. **Subcontractors.** Contractor is fully responsible for all acts and omissions of any subcontractor, and of persons directly or indirectly employed by any subcontractor, and of persons for whose acts any of them may be liable, to the same extent that the Contractor is responsible for the acts and omissions of its own employees. Nothing in this Contract creates any obligation on the part of County to pay or see to the payment of any money due any subcontractor, except as may be required by law.
11. **Assignment.** Contractor may not assign its rights or obligations under this Contract, in whole or in part, without the County's prior written approval. County may withhold approval at its sole discretion.
12. **Non-Discrimination.** Contractor will comply with all provisions and requirements of Arizona Executive Order 2009-09, which is hereby incorporated into this contract, including flow-down of all provisions and requirements to any subcontractors. During the performance of this Contract, Contractor will not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.
13. **Americans with Disabilities Act.** Contractor will comply with Title II of the Americans with Disabilities Act (Public Law 110-325, 42 U.S.C. §§ 12101-12213) and the federal regulations for Title II (28 CFR Part 35).
14. **Authority to Contract.** Contractor warrants its right and power to enter into this Contract. If any court or administrative agency determines that County does not have authority to enter into this Contract, County will not be liable to Contractor or any third party by reason of such determination or by reason of this Contract.
15. **Full and Complete Performance.** The failure of either party to insist, in one or more instances, upon the other party's complete and satisfactory performance under this Contract, or to take any action based on the other party's failure to completely and satisfactorily perform, is not a waiver of that party's right to insist upon complete and satisfactory performance, or compliance with any other covenant or condition in this Contract, either in the past or in the future. The acceptance by either party of sums less than may be due and owing it at any time is not an accord and satisfaction.
16. **Cancellation for Conflict of Interest.** This Contract 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.
17. **Termination by County.**

Contract No.: PO2500004087

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Revised 9/19/24

- 17.1. Without Cause. County may terminate this Contract at any time without cause by notifying Contractor, in writing, at least 30 days before the effective date of the termination. In the event of such termination, County's only obligation to Contractor will be payment for services rendered prior to the date of termination.
- 17.2. With Cause. County may terminate this Contract at any time without advance notice and without further obligation to County when County finds Contractor to be in default of any provision of this Contract.
- 17.3. Non-Appropriation. Notwithstanding any other provision in this Contract, County may terminate this Contract if for any reason there are not sufficient appropriated and available monies for the purpose of maintaining County or other public entity obligations under this Contract. In the event of such termination, County will have no further obligation to Contractor, other than to pay for services rendered prior to termination.
18. **Notice**. Any notice required or permitted to be given under this Contract must be in writing and be served by personal delivery or by certified mail upon the other party as follows:
- | | |
|--|---|
| County: | Contractor: |
| Real Property Services
201 N. Stone Ave 6 th Fl
Tucson, AZ 85701
Attention: Jeff Teplitsky, Director
Jeffrey.Teplitsky@pima.gov
(520) 724-6306 | Tierra Right of Way Services, Ltd., an
Arizona Corporation
1575 E River Road, #201
Tucson, AZ 85718
Attention: Myrlene Francis, Assistant
Director, Arizona Right of Way
mfrancis@tierra-row.com
(520) 382-3395 |
19. **Non-Exclusive Contract**. Contractor understands that this Contract is nonexclusive and is for the sole convenience of County. County reserves the right to obtain like services from other sources for any reason.
20. **Remedies**. Either party may pursue any remedies provided by law for the breach of this Contract. No right or remedy is intended to be exclusive of any other right or remedy and each is cumulative and in addition to any other right or remedy existing at law or at equity or by virtue of this Contract.
21. **Severability**. Each provision of this Contract stands alone, and any provision of this Contract found to be prohibited by law will be ineffective to the extent of such prohibition without invalidating the remainder of this Contract.
22. **Books and Records**. Contractor will keep and maintain proper and complete books, records and accounts, which will be open at all reasonable times for inspection and audit by duly authorized representatives of County. In addition, Contractor will retain all records relating to this Contract for at least five (5) years after its expiration or termination or, if later, until any related pending proceeding or litigation has concluded.

23.1. **Disclosure.** Pursuant to A.R.S. § 39-121 et seq., and A.R.S. § 34-603(H) in the case of construction or Architectural and Engineering services procured under A.R.S. Title 34, Chapter 6, all documents submitted in response to the solicitation resulting in award of this Contract, including, but not limited to, pricing schedules, product specifications, work plans, and any supporting documents, are public records. As such, those documents are subject to release and/or review by the general public upon request, including competitors.

23.2. **Records Marked Confidential; Notice and Protective Order.** If Contractor reasonably believes that some of those records contain proprietary, trade-secret or otherwise-confidential information, Contractor must prominently mark those records "CONFIDENTIAL." In the event a public-records request is submitted to County for records marked CONFIDENTIAL, County will notify Contractor of the request as soon as reasonably possible. County will release the records 10 business days after the date of that notice, unless Contractor has, within that period, secured an appropriate order from a court of competent jurisdiction, enjoining the release of the records. County will not, under any circumstances, be responsible for securing such an order, nor will County be in any way financially responsible for any costs associated with securing such an order.

24. Legal Arizona Workers Act Compliance.

24.1. Compliance with Immigration Laws. Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to its employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Contractor will further ensure that each subcontractor who performs any work for Contractor under this Contract likewise complies with the State and Federal Immigration Laws.

24.2. Books & Records. County has the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

24.3. Remedies for Breach of Warranty. Any breach of Contractor's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, is a material breach of this Contract subjecting Contractor to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Contractor will be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor, as soon as possible so as not to delay project completion. Any additional costs attributable directly or indirectly to such remedial action are the responsibility of Contractor.

24.4. Subcontractors. Contractor will advise each subcontractor of County's rights, and the subcontractor's obligations, under this Section 24 by including a provision in each subcontract substantially in the following form:

"Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to

Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor is a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

25. **Grant Compliance.** "Not Applicable"
26. **Israel Boycott Certification.** Pursuant to A.R.S. § 35-393.01, if Contractor engages in for-profit activity and has 10 or more employees, and if this Contract has a value of \$100,000.00 or more, Contractor certifies it is not currently engaged in, and agrees for the duration of this Contract to not engage in, a boycott of goods or services from Israel. This certification does not apply to a boycott prohibited by 50 U.S.C. § 4842 or a regulation issued pursuant to 50 U.S.C. § 4842.
27. **Forced Labor of Ethnic Uyghurs.** Pursuant to A.R.S. § 35-394, if Contractor engages in for-profit activity and has 10 or more employees, Contractor certifies it is not currently using, and agrees for the duration of this Contract to not use (1) the forced labor of ethnic Uyghurs in the People's Republic of China; (2) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and (3) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China. If Contractor becomes aware during the term of the Contract that Contractor is not in compliance with A.R.S. § 35-394, Contractor must notify the County within five business days and provide a written certification to County regarding compliance within one hundred eighty days.
28. **Heat Injury and Illness Prevention and Safety Plan.** Pursuant to Pima County Procurement Code 11.40.030, Contractor hereby warrants that if Contractor's employees perform work in an outdoor environment under this Contract, Contractor will keep on file a written Heat Injury and Illness Prevention and Safety Plan. At County's request, Contractor will provide a copy of this plan and documentation of heat safety and mitigation efforts implemented by Contractor to prevent heat-related illnesses and injuries in the workplace. Contractor will post a copy of the Heat Injury and Illness Prevention and Safety Plan where it is accessible to employees. Contractor will further ensure that each subcontractor who performs any work for Contractor under this Contract complies with this provision.
29. **Amendment.** The parties may modify, amend, alter or extend this Contract only by a written amendment signed by the parties.
30. **Entire Agreement.** This document constitutes the entire agreement between the parties pertaining to the subject matter it addresses, and this Contract supersedes all prior or contemporaneous agreements and understandings, oral or written.

{Signature Page Follows}

THIS PAGE IS INTENTIONALLY LEFT BLANK.

SIGNATURE PAGE FOLLOWS.

This agreement will become effective when all parties have signed it. The effective date of the agreement will be the date this agreement is signed by the last party (as indicated by the date associated with that party's signature).

PIMA COUNTY

Chair, Board of Supervisors

Date

ATTEST

Clerk of the Board

Date

APPROVED AS TO FORM

Janis Gallego

Deputy County Attorney

Janis Gallego

Print DCA Name

2/10/2025

Date

CONTRACTOR

DocuSigned by:
LESLIE FINDLAY

73C667887DAD48B...

Leslie Findlay, Vice President of Right of Way
Authorized Officer
2/6/2025 | 1:56:35 PM PST

Date

APPROVED AS TO CONTENT

[Signature]

Department Head

2/12/2025

Date

Director, RPS

Exhibit A (5 pages)
Scope of Services



Cost Proposal for: Pima County
Project: West Valencia Road from Camino de la Tierra to Mission Road
TRW: 24AR05-269.00
Date: October 14, 2024

PROJECT UNDERSTANDING

It is the understanding of Tierra Right of Way Services, Ltd. ("Tierra") that the Pima County ("Client") is seeking support by Tierra for real estate and right of way acquisition services for the West Valencia Road from Camino de la Tierra to Mission Road Project No. 4VALMR ("Project").

The Project includes widening of 1.6 miles of West Valencia Road for the addition of a third lane, buffered bike lanes, new turn lanes, sidewalks, and widening of the side streets: Camino de la Tierra, Cardinal Ave., Hildreth Ave., and Mission Rd.

Tierra to provide services to the Client for real estate support, acquisition services for up to thirty-five (35) parcels. Based on the early design it appears not more than twenty (20) Temporary Construction Easements (TCEs), five (5) Drainage Easements, and ten (10) Rights-of-Way may be needed for the Project.

Tierra shall ensure Real Estate acquisitions are completed in full compliance of the Uniform Relocation and Real Property Acquisition Policies Act of 1970, as amended ("Uniform Act").

SCOPE OF WORK

Task 1. Project Administration and Project Management:

Tierra will support the Client by providing real estate and right of way services for the Project on an as-needed basis.

The activities Tierra will perform under this task include the following:

- Attend up to ten (10) meetings at Pima County or their Engineers office in the Tucson Metropolitan area for Project update or design discussions.
- Attend up to ten (10) video or telephone conference calls between the Client, Design Team, and Tierra to discuss and track progress of the Project.
- Tierra staff shall meet weekly to review Project status, action items, and schedule development.
- Prepare up to six (6) bi-weekly status updates to the Client.
- Prepare monthly invoices with status reports for Client use.

Task 1 Deliverables:

The following items are the deliverables for this task:

- Provide progress reports and invoices.
- Bi-weekly tracking and status reports in a format satisfactory to the Client.

Task 1 Assumptions:

- Client shall provide clear, concise, and appropriate guidance throughout the Project.

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October 14, 2024
TRW #: 24AR05-269.00

Task 1 Schedule:

Project Management activities will be provided throughout the life cycle of the Tierra Project.

Task 2. Acquisition Services:

All acquisition services will be provided directly by Tierra. Acquisition services include review of title commitment(s), review of appraisal report(s), preparation of purchase agreement(s) and conveyance document(s), negotiations for the acquisition areas with the landowner(s) or their authorized representative. Tierra shall maintain detailed contact notes and coordinate the activities and services stated herein. Should negotiations reach an impasse or become no longer viable, Tierra will advise the Client immediately for consideration to proceed with Eminent Domain.

Activities Tierra will perform under this task include the following:

- Tierra shall attend the onsite appraisal inspection(s).
- Tierra agents will prepare the offer packages using the Client's template documents, including the Offer letter, Purchase/Acquisition Agreement, Summary Statement, and appropriate conveyance documents.
- Tierra will present and negotiate the offer to the landowner(s), in person, when possible. When offers cannot be made in person, offer packages will be provided electronically and by Federal Express, certified United States Postal Services, or an equivalent.
- Tierra's acquisition agent(s) will perform "good faith negotiations" (as defined by the Uniform Act) to acquire by purchase, the assigned parcels, and to make a sufficient number of significant contacts with each landowner in an effort to secure the needed property rights. Significant contact is represented by an in-person meeting, detailed phone conversation, and/or the exchange of detailed correspondence or email.
- All counteroffers received from landowners will be provided to the Client for consideration.
- A single administrative settlement will be sent to the Client for approval utilizing Tierra's Request for Administrative Settlement form and providing the appropriate supporting documentation, received from the landowner.
- If negotiations are not successful, Tierra will make recommendations to the Client to proceed with Eminent Domain so the Client may secure the required property rights, if desired. Upon acceptance of Tierra's recommendation, Tierra will turn over the file and all applicable data pertaining to the file to the Client(s) attorney for initiation of the eminent domain proceedings.
- Upon acceptance and signature of an offer by the property owner, Tierra will provide the executed acquisition documents to the Client to close escrow or payment of compensation to the landowner. If the landowner is an LLC or corporation, the operating agreement/articles of incorporation will be obtained by Tierra and provided to the Client.
- Acquisitions will be considered complete at such time as any of the following occurs: signed acquisition documents are received and close of escrow occurs or compensation paid; the offer to purchase is rescinded; the parcel is processed for condemnation; or Tierra's negotiations are terminated after a status review by Client and Tierra.

Task 2 Deliverables:

The following items are the deliverables for this task:

- Signed offer documents will be forwarded to Client for its signatures, electronically, within three (3) business days of receipt of the signed purchase or acquisition agreements from the landowner.
- Private parcel acquisition file, in electronic format containing all relevant documents, communications and plans relating to each acquisition.
- Deliver all original documents to the Client for signature.
- If any issues or concerns are noted during review of the Title Reports, Tierra will outline the concerns and recommended resolutions.
- If any issues or concerns are noted during review of the Appraisal Reports, Tierra will outline the concerns to the Client for guidance or resolution.
- Within thirty (30) days of receipt of the recorded conveyance document(s) from the Client, Tierra will return the complete electronic acquisition file(s) to the Client.

Task 2 Assumptions:

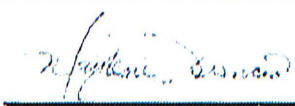
Our scope of work contemplates that there will be no deviation from following assumptions relating to this task:

- Client will provide any of the existing standard template acquisition forms for use during the Project (i.e. Purchase Agreement, Warranty Deed, Offer Letter, Summary Statement, etc.).
- Client shall provide approval of all letters and acquisition forms prior to use.
- Tierra will make up to 5 attempts to negotiate in good faith with each property owner and secure their approval/acceptance of the offer.
- If an agreement cannot be reached or negotiated, Tierra will make recommendation to the Client to move to eminent domain. Upon concurrence by the Client of Tierra's recommendation, Tierra will prepare the file and deliver it to the Client for initiation of those proceedings.
- If negotiations stall or are no longer viable, the Client will not unreasonably delay Tierra from turning over the file for the initiation of eminent domain proceedings (to be handled by the Client).
- Client shall provide payment to property owners, escrow or the courts as necessary to close all transactions or gain possession of the property through its right of eminent domain.
- Should Tierra's assistance be required on a parcel after it has been turned over for Eminent Domain, Tierra will bill the Client at Tierra's hourly rate of \$245.00, for the actual hours worked. Said hours are not a part of this estimate.
- If additional acquisition parcels are identified after the approval of this estimate, Tierra will be afforded the opportunity to revise this proposal and fee accordingly.
- Mileage will be billed at the current IRS rate, as incurred.

Estimated Timeline for Completion for Task 2 Acquisition Services is 90 days from Initiation of Negotiations.

COST ESTIMATE

Tierra's costs to complete the scope of work herein shall be on a time and materials basis in accordance with the City of Tucson Real Estate Consultant Contract No. 171563-02 at a rate of \$98.00/hr. All services shall be invoiced for actual time and material services. The City of Tucson and the Client are both agencies that have signed the Cooperative Purchase Agreement with the Strategic Alliance for Volume Expenditures (S.A.V.E.) association as of November 02, 2023.

Tierra Right of Way Services, Ltd. West Valencia Road from Camino de la Tierra to Mission Road						
Description	Director/Assistant Director	Project Manager	Sr. Acquisition Agent	Acquisition Agent	Administrative	Total
Task Management						
Task 1. Project Administration and Project Management	48	50	9	36	10	153
Task 2. Acquisition Services:	105	280	2100	350	280	3115
Total	153	330	2109	386	290	3268
Average Hourly Rate						\$ 98.00
Total Time Estimate						\$320,264.00
Total Time & Materials, as needed estimate						\$320,264.00
						10/14/2024
						Date

Project and Cost Assumptions:

Tierra's contemplated in this proposal the following standard assumptions:

- Client shall designate one point of contact within their organization for Tierra to provide communications and deliverables.
- If Client's lead monitor/manager changes, the existing policy and procedures being utilized by Tierra will not be substantially changed or altered.
- Properties are to be acquired in accordance with the Uniform Act.
- All mileage expenses will be invoiced to the Client at the IRS established rate on the day the expense was incurred. Mileage will be billed on the monthly invoice to Client.
- The safety of our employees is extremely important. The nature of the scope of work to be performed can produce highly emotional responses from the people we are tasked with acquiring property. Our

cost provides for a single agent to perform the work requested. Should highly volatile or unsafe situations be encountered in our contemplated scope of work, a secondary agent may need to be assigned to accompany the primary agent to ensure the safety of our employees. Should this occur, the Client will be notified, and any additional costs associated with sending two agents to perform the scope of work will be provided to the Client before work continues.

- The Client shall provide the legal descriptions of the acquisition area(s).
- The Client shall provide the Title Reports and Appraisals/Valuations for each of the acquisition area(s).
- Any delay in commencement of project due to a delay in the receipt of title reports, appraisal reports, review appraisal reports, legal descriptions, or other items being prepared by others shall not be Tierra's responsibility.
- Any delay or changes in project design may also delay the project schedule outlined herein.
- Any review of materials required by the Client as produced by Tierra for the Project will be completed in a timely manner and shall not exceed 10 business days.
- The Project design and plans are substantially complete and available at the time Client provides Tierra the notice to proceed for acquisition activities.

Exhibit B (1 pages) Rates

City of Tucson Request for Proposal No. 171563
Real Estate Consultants



REVISED PRICE PAGE

Fee must be inclusive of all costs, including but not limited to, direct and indirect costs for labor, overhead, materials, printing, travel and mileage, postage, etc.

Offerors shall provide fee proposals as requested below. Attach a breakdown of how the pricing was derived if a straight hourly fee was computed from various hourly fees. Provide a listing of any fees for work that would be performed under this contract if pricing is not already requested on the Price Page. The rates quoted shall become fixed rates for projects completed under this contract.

A. <u>Service Category</u>	<u>Blended Rate</u>
(Note: In lieu of filling out each category in this section, consultant may simply opt to bid using one rate for all services and reflect that in the below section "B")	
Roadway Corridor Relocation Planning	\$ _____ (hourly)
Occupant Relocation Services	\$ _____ (hourly)
Property Acquisition and Sales Services to include appraisal coordination, negotiation of purchase or sale and closing of escrow	\$ _____ (hourly)
Property Management	\$ _____ (hourly)
Public meeting attendance	\$ _____ (hourly)
 B. <u>Blended Rate for all Service Categories</u>	 \$ <u>98.00</u> (hourly)

The next page requires hourly rates to be filled in for each position that may be involved in the noted services. Please attach justification supporting the proposed Blended Rate for all Service Categories using the listed hourly rates.

NOTE: Subconsultant fees for services not listed above will be negotiated when services are identified as part of an assigned project scope of work. Subconsultant qualifications are provided in Appendix B.

Revised 11/2014



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