

**PROFESSIONAL SERVICES AGREEMENT**

**(Not Construction Related)**

Between City of Glendale and  
Tierra Right of Way Services, Ltd.

This Professional Services Agreement ("Agreement") is entered into and effective between CITY OF GLENDALE, an Arizona municipal corporation ("City") and Tierra Right of Way Services, Ltd., an Arizona corporation, authorized to do business in the State of Arizona, ("Consultant") as of the 14<sup>th</sup> day of March, 2024 ("Effective Date").

**RECITALS**

- A. City intends to undertake a project for the benefit of the public and with public funds that is more fully set forth in **Exhibit A**, Project (the "Project");
- B. City desires to retain the professional services of Consultant to perform certain specific duties and produce the specific work as set forth in the attached **Exhibit B**, Project Scope of Work ("Scope");
- C. Consultant desires to provide City with professional services ("Services") consistent with best consulting or architectural practices and the standards set forth in this Agreement, in order to complete the Project; and
- D. City and Consultant desire to memorialize their agreement with this document.

**AGREEMENT**

The parties hereby agree as follows:

**1. Key Personnel; Other Consultants and Subcontractors.**

1.1 Professional Services. Consultant will provide all Services necessary to assure the Project is completed timely and efficiently consistent within Project requirements, including, but not limited to, working in close interaction and interfacing with City and its designated employees, and working closely with others, including other consultants or contractors, retained by City.

1.2 Project Team.

a. Project Manager.

- (1) Consultant will designate an employee as Project Manager with sufficient training, knowledge, and experience to, in the City's opinion, complete the project and handle all aspects of the Project such that the work produced by Consultant is consistent with applicable standards as detailed in this Agreement; and
- (2) The City must approve the designated Project Manager.

b. Project Team.

- (1) The Project Manager and all other employees assigned to the Project by Consultant will comprise the "Project Team."
- (2) Project Manager will have responsibility for and will supervise all other employees assigned to the Project by Consultant.

c. Discharge, Reassign, Replacement.

- (1) Consultant acknowledges the Project Team is comprised of the same persons and roles for each as may have been identified in **Exhibit A**.
- (2) Consultant will not discharge, reassign, replace or diminish the responsibilities of any of the employees assigned to the Project who have been approved by City

without City's prior written consent unless that person leaves the employment of Consultant, in which event the substitute must first be approved in writing by City.

- (3) Consultant will change any of the members of the Project Team at the City's request if an employee's performance does not equal or exceed the level of competence that the City may reasonably expect of a person performing those duties, or if the acts or omissions of that person are detrimental to the development of the Project.

- d. Subcontractors. Consultant shall not engage any subcontractor for the work or services to be performed under this Agreement.

2. **Schedule.** The Services will be undertaken in a manner that ensures the Project is completed timely and efficiently in accordance with the Project.

3. **Consultant's Work.**

3.1 Standard. Consultant must perform Services in accordance with the standards of due diligence, care, and quality prevailing among consultants having substantial experience with the successful furnishing of Services for projects that are equivalent in size, scope, quality, and other criteria under the Project and identified in this Agreement.

3.2 Licensing. Consultant warrants that:

- a. Consultant currently holds all appropriate and required licenses, registrations and other approvals necessary for the lawful furnishing of Services ("Approvals"); and
- b. Neither Consultant nor any Subconsultant has been debarred or otherwise legally excluded from contracting with any federal, state, or local governmental entity ("Debarment").
  - (1) City is under no obligation to ascertain or confirm the existence or issuance of any Approvals or Debarments, or to examine Consultant's contracting ability.
  - (2) Consultant must notify City immediately if any Approvals or Debarment changes during the Agreement's duration. The failure of the Consultant to notify City as required will constitute a material default under the Agreement.

3.3 Compliance.

- a. Services will be furnished in compliance with applicable federal, state, county and local statutes, rules, regulations, ordinances, building codes, life safety codes, and other standards and criteria designated by City.
- b. Consultant must not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Consultant will require any Sub-contractor to be bound to the same requirements as stated within this section. Consultant, and on behalf of any subcontractors, warrants compliance with this section.

3.4 Coordination; Interaction.

- a. For projects that the City believes requires the coordination of various professional services, Consultant will work in close consultation with City to proactively interact with any other professionals retained by City on the Project ("Coordinating Project Professionals").
- b. Subject to any limitations expressly stated in the Project Budget, Consultant will meet to review the Project, Schedule, Project Budget, and in-progress work with Coordinating Project Professionals and City as often and for durations as City reasonably considers necessary in order to ensure the timely work delivery and Project completion.
- c. For projects not involving Coordinating Project Professionals, Consultant will proactively interact with any other contractors when directed by City to obtain or disseminate timely information for the proper execution of the Project.

3.5 Work Product.

- a. Ownership. Upon receipt of payment for Services furnished, Consultant grants to City exclusive ownership of and all copyrights, if any, to evaluations, reports, drawings, specifications, project manuals, surveys, estimates, reviews, minutes, all "architectural work" as defined in the United States Copyright Act, 17 U.S.C § 101, *et seq.*, and other intellectual work product as may be applicable ("Work Product").
  - (1) This grant is effective whether the Work Product is on paper (e.g., a "hard copy"), in electronic format, or in some other form.
  - (2) Consultant warrants, and agrees to indemnify, hold harmless and defend City for, from and against any claim that any Work Product infringes on third-party proprietary interests.
- b. Delivery. Consultant will deliver to City copies of the preliminary and completed Work Product promptly as they are prepared.
- c. City Use.
  - (1) City may reuse the Work Product at its sole discretion.
  - (2) In the event the Work Product is used for another project without further consultations with Consultant, the City agrees to indemnify and hold Consultant harmless from any claim arising out of the Work Product.
  - (3) In such case, City will also remove any seal and title block from the Work Product.

4. **Compensation for the Project.**

- 4.1 Compensation. Consultant's compensation for the Project, including those furnished by its Subconsultants or Subcontractors will not exceed \$96,900 as specifically detailed in **Exhibit D** ("Compensation").
- 4.2 Change in Scope of Project. The Compensation may be equitably adjusted if the originally contemplated Scope as outlined in the Project is significantly modified.
  - a. Adjustments to Compensation require a written amendment to this Agreement and may require City Council approval.
  - b. Additional services which are outside the Scope of the Project contained in this Agreement may not be performed by the Consultant without prior written authorization from the City.
  - c. Notwithstanding the incorporation of the Exhibits to this Agreement by reference, should any conflict arise between the provisions of this Agreement and the provisions found in the Exhibits and accompanying attachments, the provisions of this Agreement shall take priority and govern the conduct of the parties.
- 4.3 Expenses. City will reimburse Consultant for certain out-of-pocket expenses necessarily incurred by Consultant in connection with this Agreement, without mark-up (the "Reimbursable Expenses"), including, but not limited to, document reproduction, materials for book preparation, postage, courier and overnight delivery costs incurred with Federal Express or similar carriers, travel and car mileage, subject to the following:
  - a. Mileage, airfare, lodging and other travel expenses will be reimbursable only to the extent these would, if incurred, be reimbursed to City of Glendale personnel under its policies and procedures for business travel expense reimbursement made available to Consultant for review prior to the Agreement's execution, and which policies and procedures will be furnished to Consultant;
  - b. The Reimbursable Expenses in this section are approved in advance by City in writing; and

- c. The total of all Reimbursable Expenses paid to Consultant in connection with this Agreement will not exceed the "not to exceed" amount identified for Reimbursable Services in the Compensation.

**5. Billings and Payment.**

5.1 Applications.

- a. Consultant will submit monthly invoices (each, a "Payment Application") to City's Project Manager and City will remit payments based upon the Payment Application as stated below.
- b. The period covered by each Payment Application will be one calendar month ending on the last day of the month.

5.2 Payment.

- a. After a full and complete Payment Application is received, City will process and remit payment within 30 days.
- b. Payment may be subject to or conditioned upon City's receipt of:
  - (1) Completed work generated by Consultant and its Subconsultants; and
  - (2) Unconditional waivers and releases on final payment from all Subconsultants as City may reasonably request to assure the Project will be free of claims arising from required performances under this Agreement.

5.3 Review and Withholding. City's Project Manager will timely review and certify Payment Applications.

- a. If the Payment Application is rejected, the Project Manager will issue a written listing of the items not approved for payment.
- b. City may withhold an amount sufficient to pay expenses that City reasonably expects to incur in correcting the deficiency or deficiencies rejected for payment.

**6. Termination.**

6.1 For Convenience. City may terminate this Agreement for convenience, without cause, by delivering a written termination notice stating the effective termination date, which may not be less than 15 days following the date of delivery.

- a. Consultant will be equitably compensated for Services furnished prior to receipt of the termination notice and for reasonable costs incurred.
- b. Consultant will also be similarly compensated for any approved effort expended, and approved costs incurred, that are directly associated with Project closeout and delivery of the required items to the City.

6.2 For Cause. City may terminate this Agreement for cause if Consultant fails to cure any breach of this Agreement within seven days after receipt of written notice specifying the breach.

- a. Consultant will not be entitled to further payment until after City has determined its damages. If City's damages resulting from the breach, as determined by City, are less than the equitable amount due but not paid Consultant for Services furnished, City will pay the amount due to Consultant, less City's damages, in accordance with the provisions of Sec. 5.
- b. If City's direct damages exceed amounts otherwise due to Consultant, Consultant must pay the difference to City immediately upon demand; however, Consultant will not be subject to consequential damages more than \$1,000,000 or the amount of this Agreement, whichever is greater.

**7. Conflict.** Consultant acknowledges this Agreement is subject to A.R.S. § 38-511, which allows for cancellation of this Agreement in the event any person who is significantly involved in initiating, negotiating,

securing, drafting, or creating the Agreement on City's behalf is also an employee, agent, or consultant of any other party to this Agreement.

8. **Insurance.** For the duration of the term of this Agreement, Consultant shall procure and maintain insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of all tasks or work necessary to complete the Project as herein defined. Such insurance shall cover Consultant, its agent(s), representative(s), employee(s) and any subcontractors.

8.1 Minimum Scope and Limit of Insurance. Coverage must be at least as broad as:

- a. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01, including products and completed operations, with limits of no less than **\$1,000,000** per occurrence for bodily injury, personal injury, and property damage. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- b. Automobile Liability: Insurance Services Office Form Number CA 0001 covering Code 1 (any auto), with limits no less than **\$1,000,000** per accident for bodily injury and property damage.
- c. Professional Liability. Consultant must maintain a Professional Liability insurance covering errors and omissions arising out of the work or services performed by Consultant, or anyone employed by Consultant, or anyone for whose acts, mistakes, errors and omissions Consultant is legally liability, with a liability insurance limit of **\$1,000,000** for each claim and a **\$1,000,000** annual aggregate limit.
- d. Worker's Compensation: Insurance as required by the State of Arizona, with Statutory Limits, and Employers' Liability insurance with a limit of no less than **\$1,000,000** per accident for bodily injury or disease.

8.2 Indemnification.

- a. To the fullest extent permitted by law, Consultant must defend, indemnify, and hold harmless City and its elected officials, officers, employees and agents (each, an "Indemnified Party," collectively, the "Indemnified Parties") for, from, and against any and all claims, demands, actions, damages, judgments, settlements, personal injury (including sickness, disease, death, and bodily harm), property damage (including loss of use), infringement, governmental action and all other losses and expenses, including attorneys' fees and litigation expenses (each, a "Demand or Expense" collectively "Demands or Expenses") asserted by a third-party (i.e. a person or entity other than City or Consultant) and that arises out of or results from the breach of this Agreement by the Consultant or the Consultant's negligent actions, errors or omissions (including any Subconsultant or Subcontractor or other person or firm employed by Consultant), whether sustained before or after completion of the Project.
- b. This indemnity and hold harmless provision applies even if a Demand or Expense is in part due to the Indemnified Party's negligence or breach of a responsibility under this Agreement, but in that event, Consultant will be liable only to the extent the Demand or Expense results from the negligence or breach of a responsibility of Consultant or of any person or entity for whom Consultant is responsible.
- c. Consultant is not required to indemnify any Indemnified Parties for, from, or against any Demand or Expense resulting from the Indemnified Party's sole negligence or other fault solely attributable to the Indemnified Party.

8.3 Other Insurance Provisions. The insurance policies required by the Section above must contain, or be endorsed to contain the following insurance provisions:

- a. **The City, its officers, officials, employees and volunteers are to be covered as additional insureds** of the CGL and automobile policies for any liability arising from or in

connection with the performance of all tasks or work necessary to complete the Project as herein defined. Such liability may arise, but is not limited to, liability for materials, parts or equipment furnished in connection with any tasks, or work performed by Consultant or on its behalf and for liability arising from automobiles owned, leased, hired or borrowed on behalf of the Consultant. General liability coverage can be provided in the form of an endorsement to the Consultant's existing insurance policies, provided such endorsement is at least as broad as ISO Form CG 20 10, 11 85 or both CG 20 10 and CG 23 37, if later revisions are used.

- b. For any claims related to this Project, the **Consultant's insurance coverage shall be primary insurance** with respect to the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be in excess of the Consultant's insurance and shall not contribute with it.
- c. Each insurance policy required by this Section shall provide that coverage shall not be canceled, except after providing notice to the City.

8.4 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of no less than A: VII, unless the Consultant has obtained prior approval from the City stating that a non-conforming insurer is acceptable to the City.

8.5 Waiver of Subrogation. **Consultant hereby agrees to waive its rights of subrogation which any insurer may acquire** from Consultant by virtue of the payment of any loss. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. The Workers' Compensation Policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Consultant, its employees, agent(s) and subcontractor(s).

8.6 Verification of Coverage. Within 15 days of the Effective Date of this Agreement, Consultant shall furnish the City with original certificates and amendatory endorsements, or copies of any applicable insurance language making the coverage required by this Agreement effective. All certificates and endorsements must be received and approved by the City before work commences. Failure to obtain, submit or secure the City's approval of the required insurance policies, certificates or endorsements prior to the City's agreement that work may commence shall not waive the Consultant's obligations to obtain and verify insurance coverage as otherwise provided in this Section. The City reserves the right to require complete, certified copies of all required insurance policies, including any endorsements or amendments, required by this Agreement at any time during the Term stated herein.

Consultant's failure to obtain, submit or secure the City's approval of the required insurance policies, certificates or endorsements shall not be considered a Force Majeure or defense for any failure by the Consultant to comply with the terms and conditions of the Agreement, including any schedule for performance or completion of the Project.

8.7 Subcontractors. Consultant shall require and shall verify that all subcontractors maintain insurance meeting all requirements of this Agreement.

8.8 Special Risk or Circumstances. The City reserves the right to modify these insurance requirements, including any limits of coverage, based on the nature of the risk, prior experience, insurer, coverage or other circumstances unique to the Consultant, the Project or the insurer.

9. **E-verify, Records and Audits.** To the extent applicable under A.R.S. § 41-4401, the Consultant warrants their compliance and that of its subconsultants with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under A.R.S. § 23-214(A). The Consultant or subconsultant's breach of this warranty shall be deemed a material breach of the Agreement and may result in the termination of the Agreement by the City under the terms of this Agreement. The City retains the legal right to randomly inspect the papers and records of the other party to ensure that the other party is complying with the above-mentioned warranty. The Consultant and subconsultant warrant to keep their respective papers and records open for random inspection during normal business hours by the other party. The parties shall cooperate with the City's random inspections, including granting the inspecting party entry rights onto

their respective properties to perform the random inspections and waiving their respective rights to keep such papers and records confidential.

**10. No Boycott of Israel.** To the extent A.R.S § 35-393 through § 35-393.03 are applicable, the parties hereby certify that they are not currently engaged in, and agree for the duration of the Agreement to not engage in, a boycott of goods or services from Israel, as that term is defined in A.R.S § 35-393.

**11. Uyghur Forced Labor Prevention Act (UFLPA).** Consultant certifies that it does not currently, and during the term of this Agreement, will not use:

- a. the forced labor of ethnic Uyghurs in the People's Republic of China;
- b. any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and
- c. 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.

**12. Attestation of PCI Compliance.** When applicable, the Consultant will provide the City annually with a Payment Card Industry Data Security Standard (PCI DSS) attestation of compliance certificate signed by an officer of Consultant with oversight responsibility.

**13. Notices.**

13.1 A notice, request or other communication that is required or permitted under this Agreement (each a "Notice") will be effective only if:

- a. The Notice is in writing; and
- b. Delivered in person or by overnight courier service (delivery charges prepaid), certified or registered mail (return receipt requested).
- c. Notice will be deemed to have been delivered to the person to whom it is addressed as of the date of receipt, if:
  - (1) Received on a business day before 5:00 p.m. at the address for Notices identified for the Party in this Agreement by U.S. Mail, hand delivery, or overnight courier service; or
  - (2) As of the next business day after receipt, if received after 5:00 p.m.
- d. The burden of proof of the place and time of delivery is upon the Party giving the Notice.
- e. Digitalized signatures and copies of signatures will have the same effect as original signatures.

13.2 Representatives.

- a. Consultant. Consultant's representative (the "Consultant's Representative") authorized to act on Consultant's behalf with respect to the Project, and his or her address for Notice delivery is:

Tierra Right of Way Services, LTD.  
Attn: Leslie Findlay  
11022 N. 28th Drive, Suite 155  
Phoenix, Arizona 85029

- b. City. City's representative ("City's Representative") authorized to act on City's behalf, and his or her address for Notice delivery is:

City of Glendale  
c/o Jayme Chapin, PE  
City of Glendale  
5850 West Glendale Ave, #315  
Glendale, Arizona 85301

With required copy to:

City Manager  
City of Glendale  
5850 West Glendale Avenue  
Glendale, Arizona 85301

City Attorney  
City of Glendale  
5850 West Glendale Avenue  
Glendale, Arizona 85301

- c. Concurrent Notices.

- (1) All notices to City's representative must be given concurrently to City Manager and City Attorney.
- (2) A notice will not be deemed to have been received by City's representative until the time that it has also been received by the City Manager and the City Attorney.
- (3) City may appoint one or more designees for the purpose of receiving notice by delivery of a written notice to Consultant identifying the designee(s) and their respective addresses for notices.

- d. Changes. Consultant or City may change its representative or information on Notice, by giving Notice of the change in accordance with this section at least ten days prior to the change.

**14. Financing Assignment.** City may assign this Agreement to any City-affiliated entity, including a non-profit corporation or other entity whose primary purpose is to own or manage the Project.

**15. Entire Agreement; Survival; Counterparts; Signatures.**

15.1 Integration. This Agreement contains, except as stated below, the entire agreement between City and Consultant and supersedes all prior conversations and negotiations between the parties regarding the Project or this Agreement.

- a. Neither Party has made any representations, warranties or agreements as to any matters concerning the Agreement's subject matter.
- b. Representations, statements, conditions, or warranties not contained in this Agreement will not be binding on the parties.
- c. The solicitation, any addendums and the response submitted by the Contractor are incorporated into this Agreement as if attached hereto. Any Contractor response modifies the original solicitation as stated. Inconsistencies between the solicitation, any addendums and the response or any excerpts attached as Exhibit A and this Agreement will be resolved by the terms and conditions stated in this Agreement.

15.2 Interpretation.

- a. The parties fairly negotiated the Agreement's provisions to the extent they believed necessary and with the legal representation they deemed appropriate.
- b. The parties are of equal bargaining position and this Agreement must be construed equally between the parties without consideration of which of the parties may have drafted this Agreement.
- c. The Agreement will be interpreted in accordance with the laws of the State of Arizona.

- 15.3 Survival. Except as specifically provided otherwise in this Agreement, each warranty, representation, indemnification and hold harmless provision, insurance requirement, and every other right, remedy and responsibility of a Party, will survive completion of the Project, or the earlier termination of this Agreement.
- 15.4 Amendment. No amendment to this Agreement will be binding unless in writing and executed by the parties. Electronic signature blocks do not constitute execution for purposes of this Agreement. Any amendment may be subject to City Council approval.
- 15.5 Remedies. All rights and remedies provided in this Agreement are cumulative and the exercise of any one or more right or remedy will not affect any other rights or remedies under this Agreement or applicable law.
- 15.6 Severability. If any provision of this Agreement is voided or found unenforceable, that determination will not affect the validity of the other provisions, and the voided or unenforceable provision will be reformed to conform with applicable law.
- 15.7 Counterparts. This Agreement may be executed in counterparts, and all counterparts will together comprise one instrument.

**16. Term.**

- 16.1 Extensions. The term of this Agreement commences upon the effective date and continues for a one year initial period. There are no automatic extensions or renewals of this Agreement.
- 16.2 Extension for Procurement Process. Upon the expiration of the Term of this Agreement, including the initial term and any renewals, at the City's sole discretion, this Agreement may be extended on a month-to-month basis for a maximum of six (6) months to allow for the City to complete its procurement process to select a vendor to provide the services/materials similar to those provided under this Agreement. The City will notify the Contractor in writing of its intent to extend the Agreement at least thirty (30) calendar days prior to the expiration of the Term. Any extension provided under this subsection will continue under the same terms and conditions as in effect immediately prior to the expiration of the then-current term.

17. **Dispute Resolution.** Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered according to the American Arbitration Association's Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

18. **Cooperative Use of Contract.** This agreement may be extended for use by other governmental agencies and political subdivisions of the State. Any such usage by other entities must be in accord with the ordinances, charter, rules and regulations of the respective entity and the approval of the Contractor and City. For a list of SAVE members, click on the following link: <http://www.mesaaz.gov/business/purchasing/save>

19. **Exhibits.** The following exhibits, with reference to the term in which they are first referenced, are incorporated by this reference.

Exhibit A	Project
Exhibit B	Scope of Work
Exhibit C	Schedule
Exhibit D	Compensation

(Signatures appear on the following page.)

The parties enter into this Agreement effective as of the date shown above.

City of Glendale,  
an Arizona municipal corporation

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By: Don Bessler  
Its: Director

ATTEST:

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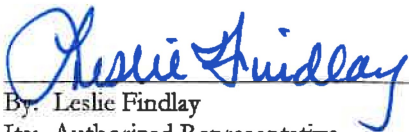
Julie K. Bower (SEAL)  
City Clerk

APPROVED AS TO FORM:

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Michael D. Bailey  
City Attorney

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

  
By: Leslie Findlay  
Its: Authorized Representative

**EXHIBIT A**  
**Professional Services Agreement**

**PROJECT**

See attached.

**EXHIBIT B**  
**Professional Services Agreement**

**SCOPE OF WORK**

See Attached.

**EXHIBIT C**  
**Professional Services Agreement**

**SCHEDULE**

See Attached.

**EXHIBIT D**  
**Professional Services Agreement**

**COMPENSATION**

**METHOD AND AMOUNT OF COMPENSATION**

Not to exceed \$96,900.00.

**NOT-TO-EXCEED AMOUNT**

The total amount of compensation paid to Consultant for full completion of all work required by the Project during the entire term of the Project must not exceed \$96,900.00.

**DETAILED PROJECT COMPENSATION**

See Attachment.

**Cost Proposal for:** The City of Glendale

**Project:** 83<sup>rd</sup> Avenue Reconstruction – Glendale Avenue to Northern Avenue

**Date:** Revised January 30, 2024

## PROJECT UNDERSTANDING

Tierra understands that The City of Glendale (“Glendale”) is planning the 83<sup>rd</sup> Avenue Reconstruction Project between Glendale Avenue and Northern Avenue. To complete the project, Glendale needs to acquire right of way from 13 private property owners. The right of way will consist of a partial fee acquisition from each property owner. Title reports and appraisals have already been obtained; however, they are approximately 1 year old. Glendale (“client”) has requested that Tierra provide a Scope of Work (SOW) for acquisition activity on 12 private parcels. The private parcels are listed on the “Project Exhibit” attached to this proposal. One of the property owners is Salt River Project and Tierra was advised Glendale staff will work directly with Salt River Project to acquire the needed right of way. Client has identified that no Federal Funds are being utilized on this project; however, Tierra makes it a common practice to follow the Uniform Relocation and Real Property Acquisition Policies Act of 1970, as amended (the Uniform Act). Unless otherwise directed by client, Tierra intends to follow the Federal regulations. We have provided below, a “menu” of services that can be included or excluded depending on client and Project needs. Within the scope of this proposal, Tierra has identified costs for the services to be provided by Tierra and its subconsultants. Those services are as follows:

- Title Report
- Appraisal
- Review Appraisal
- Acquisition Services—Tierra to perform these services.

## SCOPE OF WORK

### Task 1. Title Report

Client advised Tierra that Title Reports have been obtained for the project and reports are approximately 12 months old. Title reports are condition of title records and remain current until a condition of the property changes. To confirm condition of title accuracy, title report updates should be requested. Some title companies will update a 12 month old report at no fee, while others may charge a new report fee. As a reference, Tierra typically uses Security Title, who charges \$650 per title report.

Unless directed otherwise, Tierra will utilize title reports obtained from client for document preparation, negotiation, escrow and recording services. Escrow and title insurance fees will vary based on the value of the land to be acquired, but not on any damages opined by the Appraiser.

Activities Tierra will perform under this task include the following;

- Once the Scope of Work is approved and a Purchase Order has been signed, Tierra’s Agents will perform an in-depth review of the title report and the Schedule B items to make sure there are no pre-existing issues that would delay the client from successfully closing escrow or obtaining the necessary rights on the properties. If issues are noted, Tierra will bring said issues to the client’s attention immediately upon taking notice of the issue(s).

**Task 1 Deliverables:**

The following items are the deliverables for this task:

- N/A

**Task 1 Assumptions:**

Our SOW presumes that there will be no deviation from the following assumptions relating to this task:

- Title reports will be provided by Client and any fees associated with the reports will be incurred by Client.
- Client may request, under separate estimate, additional in-depth research on issues (if identified); costs are in addition to those noted herein.
- If parcel count increases and additional title commitments are needed, Tierra will be given the opportunity to submit a revised scope of work to cover the cost of additional title commitments, or client will pay for additional title commitments outside of this scope of work.
- Title reports are prepared by others. Any delay in commencement of project due to delay of these items shall not be Tierra's responsibility.

**Task 2. Appraisals**

Client has advised Tierra that appraisals have been obtained for the project and are approximately 12 months old. Appraisal reports reflect an opinion of value at the time the report is prepared. In locations such as Glendale, market conditions can change rapidly, causing values to increase or decrease. Due to the appraisals' age, updated reports should be requested. Appraisers' fees for updated appraisals vary per appraisal and on market volatility.

Unless directed otherwise, Tierra will utilize appraisal reports obtained from client for document preparation and negotiation.

Activities Tierra will perform under this task include the following:

- Once Tierra receives the Appraisal report, we will review it in detail to make sure it is complete and accurate.

**Task 2 Deliverables:**

The following items are the deliverables for this task:

- N/A

**Task 2 Assumptions:**

Our SOW presumes that there will be no deviation from the following assumptions relating to this task:

- Appraisal reports and/or Appraisal updates will be provided by Client and any fees associated with the reports will be incurred by Client.
- If parcel count increases and additional appraisal reports are needed, Tierra will be given the opportunity to submit a revised scope of work to cover the cost of additional appraisal reports, or client will pay for additional appraisal reports outside of this scope of work.
- If, during ordering of additional reports, it is discovered that there are common/contiguous ownerships, the reports for those contiguous/common ownerships will be combined and will result in a net reduction of the total number of appraisal reports to be ordered/completed.
- Appraisal reports are prepared by others. Any delay in commencement of project due to delay of these items shall not be Tierra's responsibility.

### Task 3. Review Appraisals

It is unknown if review appraisals will be needed for the project. At this point, Tierra will not include Review Appraisals in the bid.

The purpose of a review appraisal is to provide an independent review that an appraisal report meets USPAP, URA and state appraisal regulations.

*Note:* When a government agency acquires property rights from a private property using federal funds, the agency is required by the Uniform Act (aka the "URA," 49 CFR Part 24) to have the appraisal reviewed by an independent appraiser qualified to perform such reviews. It is paramount to provide these services if an agency will use its power of eminent domain to acquire any property that is not acquired through negotiations. To follow the URA, Tierra recommends that the services of a review appraiser be utilized. This will give the City of Glendale peace of mind and will protect future federal funding of anticipated project. This task is a precursor to Task 4 below.

Activities Tierra will perform under this task include the following:

- N/A

#### **Task 3 Deliverables:**

The following items are the deliverables for this task:

- N/A

#### **Task 3 Assumptions:**

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

- If necessary, Review Appraisals and/or Review Appraisal updates will be provided by Client and any fees associated with the reports will be incurred by Client.
- If parcel count increases and additional appraisal reports are needed, Tierra will be given the opportunity to submit a revised scope of work to cover the cost of additional Review Appraisals, or client will pay for additional appraisal reports outside of this scope of work.
- If, during ordering of additional reports, it is discovered that there are common/contiguous ownerships, the reports for those contiguous/common ownerships will be combined and will result in a net reduction of the total number of appraisal reports to be ordered/completed.
- Review Appraisals are prepared by others. Any delay in commencement of project due to delay of these items shall not be Tierra's responsibility.

### Task 4. Private Parcel Acquisition Services

Tierra will directly provide all acquisition services. Acquisition services include the coordination/performance of the following items: preparation of all offer letters, purchase agreements, and conveyance documents; review of any project plans; and negotiations with each property owner in the project limits. At this time, the client has identified to Tierra that there are 12 private parcels. In addition to the items listed above, Tierra's services will include the maintenance of detailed contact notes and the coordination of activities and services stated in Tasks 1–3 herein. Should negotiations stall or no longer be viable, Tierra will discuss the issue with the client and make recommendations to client on how

we feel it is best to proceed from that point. If terms cannot be reached with the private owner(s), Tierra will close its file(s) and return them to the client for completion.

Activities Tierra will perform under this task include the following:

- Tierra Agents will prepare the offer packages using the client's forms and will submit the completed packages to the client for review and approval prior to making the offer to the property owner(s).
- Tierra will present and negotiate the offers to the property owner(s).
- Once an offer is accepted/signed, Tierra Agents will open escrow with the title company and work with them to clear any pending issues so escrow can close successfully.
- Tierra Agents will request the funds from the client necessary to close escrow.
- Once the property has closed escrow and been recorded, Tierra Agents will begin the file closeout process.
- If negotiations are not successful, Tierra will make recommendations to the client on how best to proceed. If terms cannot be agreed upon, Tierra will turn over the file and all applicable data pertaining to the file, so that the client may complete the acquisition(s)/application(s).

**Task 4 Deliverables:**

The following items are the deliverables for this task:

- Private parcel acquisition file, in hardcopy and/or electronic format, whichever client prefers, containing all relevant documents, communications, and plans relating to each acquisition.

**Task 4 Assumptions:**

Our SOW presumes that there will be no deviation from the following assumptions relating to this task:

- Tierra will make up to five attempts to negotiate in good faith with each property owner and secure their approval/acceptance of the client's offer. If an agreement can be reached/negotiated, Tierra will make recommendations to the client on how best to move forward. If the client and Tierra cannot agree on additional efforts and fees, Tierra will close its file and deliver it to the client for completion.
- The client will provide standard template forms to be used on the project. If the client does not have template forms, Tierra can provide said forms, tailored to the client, at an additional cost.
- If negotiations stall or are no longer viable, Tierra will make recommendations on how best to move forward. If terms cannot be agreed upon, the client will not unreasonably delay Tierra from closing and turning over the file for completion by the client.
- Should Tierra's assistance be required with a parcel after it has been turned over for completion by the client, Tierra will bill the client at Tierra's hourly rates (included herein) for the actual hours worked. Said hours are not a part of this estimate.
- Mileage has not been included in this contract. Mileage will be billed at the current Internal Revenue Service (IRS) rate, as incurred.

**PROJECT SCHEDULE**

Table 1 indicates Tierra’s anticipated schedule to complete the SOW. This schedule anticipates receiving Notice to Proceed no later than March 1, 2024.

**Table 1. Schedule**

Task No:	30 days	90 days	120 days	150 days	180 days	210 days	240 days	270 days	300 days	330 days	360 days	390 days	420 days	450 days
1	█													
2	█	█												
3		█	█											
4		█	█	█	█	█	█	█	█	█	█	█		

**COST ESTIMATE**

Table 2 provides a summary of Tierra’s estimated costs to complete the SOW herein. The first column identifies the task from the SOW, the second column identifies the billing type, and the third column identifies the total cost to complete the task.

**Table 2. Cost Summary**

Task Number:	Billing Type:	Task Cost:
1—Title Reports	Fixed Fee: N/A	N/A
2—Appraisals	Fixed Fee, N/A	N/A
3—Review Appraisals	Fixed Fee, N/A	N/A
4 —Private Parcel Acquisition Services	Time and Materials (cost breakdown by type below)	\$96,900.00
<b>Total Estimated Project Cost:</b>		<b>\$96,900.00</b>

**Tierra’s Hourly Rates**

Division Director	\$175 per hour, billed in 1/10-hour increments.
Division Manager	\$150 per hour, billed in 1/10-hour increments.
Project Manager	\$130 per hour, billed in 1/10-hour increments.
Senior Agent	\$115 per hour, billed in 1/10-hour increments.
Admin	\$70 per hour, billed in 1/10-hour increments.

**Acquisition Services - Task 4, Cost by Type Breakdown**

**Task 4—Private Parcel Acquisitions**

Cost is assumed per Acquisition. Currently, we anticipate there to be one acquisition.

Division Director	\$175/hour x .2/hour =	\$35.00
Division Manager	\$150/hour x 1/hour =	\$150.00
Project Manager	\$130/hour x 6/hours =	\$780.00
Senior Agent	\$115/hour x 60/hours =	\$6,900.00
Admin	\$70/hour x 3/hours =	\$210.00
<b>Total—Private Parcel Acquisitions</b>		<b>\$8,075.00/Parcel X 12 Parcels = \$96,900.00</b>

### ***Project and Cost Assumptions***

Tierra's proposed cost to provide the services contemplated in this proposal are based on the following standard assumptions:

- Properties are to be acquired in accordance with the Uniform Act, with the exception of review appraisals.
- If the client has eminent domain rights, Tierra will suggest that the client exercise those rights as a means to keep the project moving forward (in the event negotiations have stalled or are no longer viable).
- The client will not unreasonably delay Tierra from preparing its file for delivery to the client for initiation of eminent domain proceedings (if applicable).
- 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 the client. Other expenses relating to travel will be invoiced to the client at the rates established in the current General Services Administration (GSA) schedule for the time the expense was incurred.
- Title reports, appraisal reports, review appraisals, and legal descriptions are being prepared by others. Any delay in commencement of project due to delay of these items shall not be Tierra's responsibility.
- Any delay in project design or design changes will delay Tierra's project schedule.
- Any review of materials required by the client and produced by Tierra for an acquisition will be done in a timely manner and shall not exceed five business days. Relocations are not anticipated at this time. However, should relocations come into play, Tierra reserves the right to amend this fee accordingly to cover those services.
- The safety of our employees is extremely important. The nature of the SOW to be performed can produce highly emotional responses from the people we are tasked with acquiring property from or relocating. Our cost provides for a single Agent to perform the work requested. Should highly volatile or unsafe situations be encountered in our contemplated SOW, a secondary Agent may need to be assigned to accompany the primary Agent and 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 SOW will be provided to the client before work continues.
- If the client's lead Monitor/Manager changes, existing policy and procedure will not change.
- Project plans are complete and available at the time the client provides Notice to Proceed to the consultant for acquisition activities.
- The owner of a mobile/manufactured home, recreational vehicle, or travel trailer to be acquired has the title in his/her possession. If they do not have this in their possession, there may be additional fees that Tierra will need to charge to the client.
- The costs for survey and preparation of legal descriptions are not included within the consultant's SOW.
- The costs for escrow closing services are not included within the consultant's SOW.
- Tierra's cost assumes no more than five attempts to successfully complete each acquisition. Should additional attempts be required, a new cost estimate will be provided to the client, and work related to that acquisition will cease.
- Once a file has been transmitted to the client for condemnation, any further requests for information from the client's attorney shall be invoiced at the current hourly billing rate for the Tierra employee providing the information.
- This estimate assumes that there are no more than two legal owners of a single property within the project limits.

**PROJECT EXHIBIT**

Properties impacted by the Project.

<b>Assessor Parcel Number</b>	<b>Address</b>	<b>Owner</b>
142-28-953C	8302 W Glendale Ave	LM & Sons LLC
142-28-953B	8334 W. Glendale Ave	State 48 Funds, LLC
142-28-002F	-	Rovey, Lawrence D & Linda
142-31-001D	7448 N 83 <sup>rd</sup> Ave	Flores Family Trust
142-31-001C	7512 N 83 <sup>rd</sup> Ave	Morales, Abraham, Jose, & Bertha
142-31-007A	7606 N 83 <sup>rd</sup> Ave	Newport, Barbara Love
142-31-005D	7730 N 83 <sup>rd</sup> Ave	Reyes, Christopher & Victoria
142-31-038	7734 N 83 <sup>rd</sup> Ave	Murphy, Michael Jr.
142-31-023F	8375 W Augusta Ave	Vega Family Living Trust.
142-31-023E	7740 N 83 <sup>rd</sup> Ave	Valencia, Griselda
142-25-002H	7849 N 83 <sup>rd</sup> Ave	Miranda, Herman Humberto
142-25-001D	8233 W Agusta Ave	Taylor Family Trust
142-31-008B*	-	Salt River Project

\*Right of Way To be handled by City of Glendale