

Daniel "Danny" Mayfield
Commissioner, District 1

Virginia Vigil
Commissioner, District 2

Robert A. Anaya
Commissioner, District 3



Kathy Holian
Commissioner, District 4

Liz Stefanics
Commissioner, District 5

Katherine Miller
County Manager

MEMORANDUM

Date: September 25, 2012

To: Santa Fe County Board of County Commissioners

From: Bill Taylor, Procurement Manager

Via: Mark Hogan, Projects & Facilities Director *MH*
Meghan Bayer, Project Manager *MB*

Re: *Request approval to award Professional Services Agreement # 2012-0237-OS/PL to Tierra Right of Way Services for right of way acquisition services for the Santa Fe River Greenway Project in the amount of \$496,969.00 exclusive of GRT*

Issue:

The Purchasing Division requests authorization to enter into a professional services agreement (PSA) with Tierra Right of Way Services for right of way acquisition services for the Santa Fe River Greenway project. The agreement is for all aspects of right of way acquisition, including appraisals, appraisal review environmental assessments, negotiations with property owners and closing services for right of way and/or easements along the Santa Fe River.

Background:

Since 1998 Open Space and Trails Program staff has been working to acquire the land along the Santa Fe River to achieve the long-term goal of creating a public greenway and trail system. The Santa Fe River Greenway project involves restoring the river to a healthier and more natural state and constructing a continuous greenway of trails and parks from the current City limits near Frenchy's Field to the Wastewater Treatment Plant on the west side of NM 599. The project corridor is approximately eight miles long.

In order to move forward with this project, the County needs to acquire easements or purchase right of way from approximately 46 private property owners.

On June 10, 2012, the Purchasing Division issued a Request for Proposals for professional right of way acquisition services. The solicitation was advertised in two newspapers, posted on the County Website and e-mailed to nine (9) land acquisition firms. Six (6) companies attended the mandatory pre-proposal conference and of those six, proposals were received from the following five (5) companies:

Tierra Right of Way Services
460 St. Michael's Drive #801
Santa Fe, NM 87501

Land Services, Inc.
7680 Goddard St. Ste. 120
Colorado Springs, CO 80920

International Consulting & Associates
P.O. Box 44185
Rio Rancho, NM 88174

Universal Field Services
6886 S. Yosemite St. Ste. 210
Centennial, OH 80112

Percheron
16000 Barkers Point Lane
Ste. 250
Houston, TX 77079

All proposals were reviewed by the Purchasing staff to ensure responsiveness. An evaluation committee consisting of five members reviewed, scored and ranked the proposals. The proposal from Tierra Right of Way Services was ranked the most qualified by the committee.

Action Requested:

The Purchasing Division requests authorization to enter into Professional Services Agreement # 2012-0237-OS/PL with Tierra Right of Way Services for right of way acquisition services for the Santa Fe River Greenway Project in the amount of \$496,969.00 exclusive of GRT.

Property and Right-of-Way Acquisition Agreement
between Santa Fe County and Tierra Right of Way Services, Ltd.

Agreement made, as of _____, 2012 between Tierra Right of Way Services, Ltd., whose principal address is 1575 E. River Road, Suite 201, Tucson, Arizona 85718 (hereinafter the "Contractor") and Santa Fe County, a political subdivision of the State of New Mexico (hereinafter the "County").

RECITALS

WHEREAS, Santa Fe County is planning the restoration of a portion of the Santa Fe River and the design and construction of a trail system along the Santa Fe River known as the Santa Fe River Greenway.

WHEREAS, the planned location of the Santa Fe River Greenway requires the County to acquire parcels of real property or rights-of-way from land owners whose property is within or adjacent to the proposed Greenway.

WHEREAS, as part of the planning of the Santa Fe River Greenway, the County needs the services of a land and right-of-way acquisition professional.

WHEREAS, in accordance with Section 13-1-112 NMSA 1978, the County issued Request for Proposal (RFP) No. 2012-0237-OS/PL for land and right-of-way acquisition services.

WHEREAS, Tierra Right of Way Services, LTD is a land and right-of-way acquisition professional and is duly qualified to assist Santa Fe County in the acquisition of real property and rights-of-way.

NOW THEREFORE, in consideration of the premises and mutual obligations herein the parties hereto do mutually agree as follows:

Section One

Contractor's Scope of Services

A. Upon written notice to proceed issued by the County, the Contractor shall provide land and right-of-way acquisition services, or otherwise create a right to acquire any interest in property for the County's completion of the Santa Fe River Greenway as follows:

1. Analyze and research the existing County right-of-way and meet with the County to discuss alternatives for the County's consideration and/or determine the most appropriate and cost-effective approach to completion of the Santa Fe River Greenway.
2. Identify all the owners of record of real property from whom the County needs to acquire a fee interest or right-of-way for the Santa Fe River Greenway.

3. Contact the property owners to initiate discussions and negotiations regarding the County's acquisition of a right-of-way or fee interest in their property. Contractor shall provide a right of entry form or other document evidencing the owners' permission for Contractor to enter their property for Santa Fe River Greenway development and planning purposes.
4. Complete a written report to the County updating the County on the Contractor's progress and discussions with property owners, indicating the real property interests (fee or grant of right-of-way) that owners are willing to convey to the County, and indicating any property owners that are unwilling to convey a fee or right-of-way interest.
5. Following a meeting between Contractor and the County to discuss Contractor's progress, the County shall authorize Contractor to proceed with the next steps to acquire land or rights-of-way from property owners.

B. Appraisals.

1. With notice to and permission from the property owners, Contractor shall complete appraisals or other appropriate valuations to determine the cost or compensation to be paid to acquire a fee interest in a parcel or a right-of-way in a parcel.
2. Appraisers shall be licensed by the State of New Mexico, conform to the National Uniform Standards of Professional Appraisal Practice, and be a certified MAI appraiser in conformity with Santa Fe County Resolution No. 2011-61.
3. Contractor shall be familiar with the acquisition services governed by the Acquisition Volume of the NMDOT Right of Way Acquisition Handbook (http://dot.state.nm.us/Infrastructure/ROW_Handbook.pdf); the Uniform Relocation Assistance and Real Property Acquisitions Policies Act of 1970, as amended (Title 49 C.F.R. Part 24); and the reporting requirements of the Appraisal Institute and the Uniform Standards of Professional Practice of the Appraisal Foundation.
4. As appropriate for projects receiving federal funding, Contractor shall provide to property owners information about Title VI of the Civil Rights Act of 1964 (42 USC 200d).
5. Inform property owners that they may accompany the appraiser on the appraiser's inspection of the parcel or property.
6. Appraisals shall conform to the minimum recognized standards for public acquisition including zoning, all property rights to be acquired, highest and best use analysis, comparables, improvements acquired, damages, cost to cure,

summary and tabulation of market data, analysis of market data and conclusions of value, severance damages and benefits where applicable.

7. Contractor shall submit all appraisals for appraisal review by a certified review appraiser. The review appraiser shall review appraisals for consistency of values, supporting documentation related to the conclusions in the appraisal, compliance with County Resolution or Ordinance and compliance with the Uniform Standards of Professional Appraisal Practices.
8. Review appraisals will include confirmation of highest and best use, damages and cost to cure damages; confirmation of value; confirmation of calculations and report integrity; and a signed statement certifying the appraised value including an explanation of the basis for recommendation.
9. Contractor shall submit all completed appraisal, appraisal reviews and appraisal reports to the County for review and comment.

C. Acquisition of right-of-way or fee interest in a parcel.

1. Complete a preliminary title report to determine the condition of the title and identify any issues or problems. The preliminary title report shall recommend to the County methods to cure title deficiencies.
2. Analyze the appraisal report and confirm the appraised value. Recommend to the County the price or value that should be offered by the County for the fee interest in a parcel.
3. With prior approval by the County, proceed with applications for lot splits or lot line adjustments.
4. Identify and notify the County of any environmental concerns associated with a proposed right-of-way acquisition that may require environmental remediation.
5. Submit to the County for its review and approval, the offer letter (offer to purchase) or right-of-way agreement with all pertinent information such as the appraisal and/or purchase agreement. Upon authorization of the County, send the offer or agreement with attachments by certified mail return receipt to the property owner. Follow up with the owner to confirm receipt of the offer and respond to owner inquiries verbally and in writing within two (2) business days.
5. If the owner accepts an offer and executes the purchase agreement, or executes the right-of-way agreement submit the executed document to the County for review and approval.
6. Upon the County's approval of the right-of-way agreement, record the document with the Office of the Santa Fe County Clerk.

D. Closing Services for purchases.

1. Secure preliminary title commitment and preliminary title search from the title company that will provide title insurance.
2. Secure title commitment updates as necessary.
3. Secure title insurance for all parcels purchased by the County, insuring acceptable title to Santa Fe County and removal of all exceptions.
4. Recommend to the County actions that may be required in order to provide clear title to the County. Contractor may proceed with such recommended actions upon authorization from the County.
5. Prepare all documents necessary for closing and attend closings.
6. Upon the conclusion of a closing, record all original documents with the Office of the Santa Fe County Clerk.

E. Environmental Assessment. Contractor shall:

1. Complete a Phase I Environmental Site Assessment (ESA) in compliance with ASTM Standard E1527-05 "Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process."
2. The Phase I ESA Report shall include those criteria required by the Environmental Protection Agency's AAI rule.
3. Identify and notify the County of any negative environmental issues or concerns that are revealed in the ESA. Contractor shall meet with the County to discuss any environmental issues and provide recommendations on methods for resolving or addressing such issues or concerns.

F. Administration and File Management. Contractor shall:

1. Provide monthly summaries of project expenses and services performed under this Agreement, including budget forecasting and planned services.
2. Maintain updated status reports of all parcel and project activities and provide bi-weekly status reports to the County's Project Manager.
3. Provide a schedule of all areas of work indicating anticipated start and end dates.
4. Participate in project review meetings at dates and times determined by the County Project Manager.

5. Primary project and property files will be maintained in the County Open Space and Trails Office of Santa Fe County. Working files will be maintained in the Contractor's project administration office but all original documents prepared or received by the Contractor will be forwarded to the Open Space and Trails Office as they are prepared or received.
6. Maintain all copies of all correspondence, information and records pertaining to contact and communication with property owners, including all right of entry forms.

G. Eminent Domain proceedings and Litigation support. Contractor shall notify the County if acquisition of a right-of-way or fee interest in a parcel from a property owner is not completed due to the property owner's unwillingness to negotiate and complete such acquisition.

1. The County will determine a schedule to initiate eminent domain proceedings in conformity with the Eminent Domain Code, Section 42A-1-1 NMSA 1978 et seq.
2. Contractor and Contractor's appraisers shall provide litigation supports services including coordination and assistance with any eminent domain proceeding initiated by the County in cases where a right-of-way or purchase of a parcel has not occurred. Contractor's and Contractor's appraisers' litigation support services shall include providing testimony and other litigation support services as part a eminent domain proceeding.

Section Two County's Duties

A. The County's Project Manager for the Santa River Greenway shall work with the Contractor and serve as the Contractor's primary contact with the County. The County's duties include:

1. Review and approval of any document or agreement prepared by the Contractor that requires execution by the County and property owners, including all purchase contracts, right-of-way agreements, other instruments of conveyance and determine when eminent domain proceeding will be initiated.
2. All required approvals by the County shall be in conformity with Santa Fe County Resolution No. 2009-102 which provides for approval by the Board of County Commissioners or the Santa Fe County Manager.

Section Three Compensation

A. In consideration of its obligations under this Agreement the Contractor shall be compensated as follows:

1. The County shall pay to the Contractor in full payment for services satisfactorily performed an amount not to exceed four hundred ninety-six thousand, nine hundred and sixty-nine dollars (\$496,969.00), exclusive of gross receipts tax. Compensation shall be paid for the services performed as provided in Exhibit A, attached hereto and incorporated herein by reference.
2. Any New Mexico gross receipts tax levied on the amounts payable under this Agreement shall be paid by the County to the Contractor.
3. The compensation stated herein is a maximum and not a guarantee that the services to be performed by the Contractor shall equal the amount stated herein. The County will notify the Contractor when the County has paid the Contractor the full not-to-exceed amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without his Agreement being amended in writing in accordance with Section Seventeen herein.
4. The Contractor shall submit a written request for payment to the County when payment is due under this Agreement. Upon the County's receipt of the written request, the County shall issue a written certification of complete or partial acceptance or rejection of the contractual items or services for which payment is sought. The Contractor acknowledges and agrees that the County may not make any payment hereunder unless and until it has issued a written certification accepting the items and/or services. Within thirty (30) days of the issuance of a written certification accepting items and services, the County shall tender payment for the accepted items and services. In the event the County fails to tender payment within thirty (30) days of the written certification accepting the items or services, the County shall pay late payment charges of one and one-half percent (1.5%) per month, until the amount due is paid in full.
5. In the event the Contractor breaches this Agreement, the County may, without penalty, withhold any payments due the Contractor for the purpose of set-off until such time as the County determines the exact amount of damages it suffered as a result of the breach.
6. Payment under this Agreement shall not foreclose the right of the County to recover excessive or illegal payment.

Section Four
Effective Date and Term

This Agreement shall, upon execution by all parties, become effective as of the date of signature by the County and shall terminate one (1) year from the Effective Date, unless terminated earlier pursuant to Section Five (Termination) or Section Eleven (Appropriations and Authorizations). Subject to the express approval of the Santa Fe County Manager, the County has the unilateral option to extend the term of this Agreement at the same hourly rate(s) and terms and conditions for a period of three (3) additional years. The County may exercise this option by providing written notice to the Contractor at least sixty (60) days prior to expiration of this Agreement. Under no circumstances shall the term of this Agreement be more than four (4) years.

Section Five
TERMINATION

- A. Termination of Agreement for Cause. Either party may terminate the Agreement based upon any material breach of this Agreement by the other party. The non-breaching party shall give the breaching party written notice of termination specifying the grounds for the termination. The termination shall be effective thirty (30) days from the breaching party's receipt of the notice of termination, during which time the breaching party shall have the right to cure the breach. If, however, the breach cannot with due diligence be cured within thirty (30) days, the breaching party shall have a reasonable time to cure the breach, provided that, within thirty (30) days of its receipt of the written notice of termination, the breaching party began to cure the breach and advised the non-breaching party in writing that it intended to cure.
- B. Termination for Convenience of the County. The County may, in its discretion, terminate this Agreement at any time for any reason by giving the Contractor written notice of termination. The notice shall specify the effective date of termination, which shall not be less than fifteen (15) days from the Contractor's receipt of the notice. The County shall pay the Contractor for acceptable work, determined in accordance with the specifications and standards set forth in this Agreement, performed before the effective date of termination but shall not be liable for any work performed after the effective date of termination.

Section Six
Independent Contractor

The Contractor, its agents, employees and any approved subcontractor(s) are independent contractors and are not employees or agents of the County. Accordingly, the Contractor and its agents and employees shall not accrue leave, participate in retirement plans, insurance plans, or liability bonding, use the County vehicles, or participate in any other benefits afforded to employees of the County. Except as may be expressly authorized elsewhere in this Agreement, the Contractor has no authority to bind, represent, or otherwise act on behalf of the County and agrees not to purport to do so.

Section Seven
Assignment

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the advance written approval of the County. Any attempted assignment or transfer without the County's advance written approval shall be null and void and without any legal effect.

Section Eight
Subcontracting

The Contractor shall not subcontract or delegate any portion of the services to be performed under this Agreement without the advance written approval of the County. Any attempted

subcontracting or delegating without the County's advance written approval shall be null and void and without any legal effect.

Section Nine
Indemnification

- A. The Contractor shall defend, indemnify, and hold harmless the County and its elected officials, agents, and employees from any losses, liabilities, damages, demands, suits, causes of action, judgments, costs or expenses (including but not limited to court costs and attorneys' fees) resulting from or directly or indirectly arising out of the Contractor's performance or non-performance of its obligations under this Agreement, including but not limited to the Contractor's breach of any representation or warranties made herein.
- B. The Contractor agrees that the County shall have the right to participate in the defense of any such demand, suit, or cause of action concerning matters that relate to the County and that such suit will not be settled without the County's consent, such consent not to be unreasonably withheld. If a conflict exists between the interests of the County and the Contractor in such demand, suit, or cause of action, the County may retain its own counsel to represent the County's interest.
- C. The Contractor's obligations under this Section shall not be limited to the amount of Contractor's insurance coverage required by this Agreement.

Section Ten
Records and Inspections

- A. To the extent its books and records relate to (i) its performance of this Agreement or any subcontract entered into pursuant to it or (ii) cost or pricing data (if any) set forth in this Agreement or that was required to be submitted to the County as part of the procurement process, the Contractor agrees to (i) maintain such books and records during the term of this Agreement and for a period of six (6) years from the date of final payment under this Agreement; (ii) allow the County or its designee to audit such books and records at reasonable times and upon reasonable notice; and (iii) to keep such books and records in accordance with generally accepted accounting principles ("GAAP").
- B. To the extent its books and records relate to (i) its performance of this Agreement or any subcontract entered into pursuant to it or (ii) cost or pricing data (if any) set forth in this Agreement or that was required to be submitted to County as part of the procurement process, the Contractor also agrees to require any subcontractor it may hire to perform its obligations under this Agreement to (i) maintain such books and records during the term of this Agreement and for a period of six (6) years from the date of final payment under the subcontract; (ii) to allow the County or its designee to audit such books and records at reasonable times and upon reasonable notice; and (iii) to keep such books and records in accordance with GAAP.

Section Eleven
Appropriations and Authorizations

This Agreement is contingent upon sufficient appropriations and authorizations being made for performance of this Agreement by the Board of County Commissioners of the County and/or, if state funds are involved, the Legislature of the State of New Mexico. If sufficient appropriations and authorizations are not made in this or future fiscal years, this Agreement shall terminate upon written notice by the County to the Contractor. Such termination shall be without penalty to the County, and the County shall have no duty to reimburse the Contractor for expenditures made in the performance of this Agreement. The County is expressly not committed to expenditure of any funds until such time as they are programmed, budgeted, encumbered and approved for expenditure by the County. The County's decision as to whether sufficient appropriations and authorizations have been made for the fulfillment of this Agreement shall be final and not subject to challenge by the Contractor in any way or forum, including a lawsuit.

Section Twelve
Permits, Fees and Licenses

The Contractor shall procure all permits and licenses, pay all charges, fees, and royalties, and give all notices necessary and incidental to the due and lawful performance of its obligations hereunder.

Section Thirteen
Release

Upon its receipt of all payments due under this Agreement, the Contractor releases the County, its elected officials, officers, agents and employees from all liabilities, claims, and obligations whatsoever arising from or under or relating to this Agreement.

Section Fourteen
Confidentiality

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without prior written approval of the County.

Section Fifteen
Publication, Reproduction, and use of Material; Copyright

- A. The County has the unrestricted right to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data, or other material prepared under or pursuant to this Agreement.
- B. The Contractor acknowledges and agrees that any material produced in whole or in part under or pursuant to this Agreement is a work made for hire. Accordingly, to the extent that any such material is copyrightable in the United States or in any other country, the County shall own any such copyright.

Section Sixteen
Conflict of Interest

The Contractor represents that it has no and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of its obligations under this Agreement.

Section Seventeen
No Oral Modifications; Written Amendment Required

- A. This Agreement may not be modified, altered, changed, or amended orally but, rather, only by an instrument in writing executed by the parties hereto. The Contractor specifically acknowledges and agrees that the County shall not be responsible for any changes to Section One of this Agreement unless such changes are set forth in a duly executed written amendment to this Agreement. No change in the Scope of Work, Contract Time or Contract Compensation shall be valid and effective unless approved by the Santa Fe Board of County Commissioners or the Santa Fe County Manager.

Section Eighteen
Entire Agreement; Integration

This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such agreements, covenants and understandings have been merged into this written Agreement. No prior or contemporaneous agreement, covenant or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

Section Nineteen
Equal Opportunity Compliance

- A. The Contractor agrees to abide by all Federal, State, and local laws, ordinances, and rules and regulations pertaining to equal opportunity and unlawful discrimination. Without in any way limiting the foregoing general obligation, the Contractor specifically agrees not to discriminate against any person with regard to employment with the Contractor or participation in any program or activity offered pursuant to this Agreement on the grounds of race, age, religion, color, national origin, ancestry, sex, physical or mental handicap, serious medical condition, spousal affiliation, sexual orientation, or gender identity.
- B. The Contractor acknowledges and agrees that failure to comply with this Section shall constitute a material breach of this Agreement.

Section Twenty
Severability

If any term or condition of this Agreement shall be held invalid or non-enforceable by any court of competent jurisdiction, the remainder of this Agreement shall not be affected and shall be valid and enforceable to the fullest extent of the law.

Section Twenty One
Compliance with Applicable Law; Choice of Law

- A. In performing its obligation hereunder, the Contractor shall comply with all applicable laws, County ordinances and other policies or regulations as required by this Agreement.
- B. This Agreement shall be construed in accordance with the substantive laws of the State of New Mexico, without regard to its choice of law rules. The Contractor and the County agree that the exclusive forum for any litigation between them arising out of or related to this Agreement shall be the State District Court of New Mexico, located in Santa Fe County.

Section Twenty Two
Notice of Penalties

The Procurement Code, NMSA 1978, Section 13-1-28 through 13-1-199, imposes civil and criminal penalties for its violation. In addition, New Mexico criminal statutes impose felony penalties for bribes, gratuities, and kickbacks.

Section Twenty Three
No Third Party Beneficiaries

This Agreement was not intended to and does not create any rights in any persons not a party hereto.

Section Twenty Four
Facsimile Signatures

The parties hereto agree that a facsimile signature has the same force and effect as an original for all purposes.

Section Twenty Five
Limitation of Liability

The County's liability to the Contractor for any breach of this Agreement by the County shall be limited to direct damages and shall not exceed the maximum amount of potential compensation specified in Section Three of this Agreement. In no event shall the County be liable to the Contractor for special or consequential damages, even if the County was advised of the possibility of such damages prior to entering into this Agreement.

Section Twenty Six
New Mexico Tort Claims Act

No provision of this Agreement modifies or waives any sovereign immunity or limitation of liability enjoyed by the County or its "public employees" at common law or under the New Mexico Tort Claims Act, NMSA 1978, § 41-4-1, et seq.

Section Twenty Seven
Insurance and Bonding

- A. General Conditions. The Contractor shall submit evidence of insurance as is required herein. Policies of insurance shall be written by companies authorized to write such insurance in New Mexico.
- B. General Liability Insurance, Including Automobile. The Contractor shall procure and maintain during the life of this Agreement a comprehensive general liability and automobile insurance policy with liability limits in amounts not less than \$1,050,000.00 combined single limits of liability for bodily injury, including death, and property damage for any one occurrence. Said policies of insurance shall include coverage for all operations performed for the County by the Contractor; coverage for the use of all owned, non-owned, hired automobiles, vehicles and other equipment, both on and off work; and contractual liability coverage under which this Agreement is an insured contract. The County of Santa Fe shall be a named additional insured on the policy.
- C. Workers' Compensation Insurance. The Contractor shall comply with the provisions of the Workers' Compensation Act.
- D. Increased Limits. If, during the life of this Agreement, the Legislature of the State of New Mexico increases the maximum limits of liability under the Tort Claims Act (NMSA 1978, Sections 41-4-1 through 41-4-29, as amended), the Contractor shall increase the maximum limits of any insurance required herein.
- E. Professional Liability, Malpractice/Errors and Omissions Insurance. Contractor shall procure and maintain during the life of this Agreement professional liability (errors and omissions) insurance in amounts not less than \$1,500,000.00 per occurrence, \$2,500,000.00 per aggregate.

Section Twenty Eight
Contractor's Representations and Warranties

The Contractor hereby represents and warrants:

- A. This Agreement has been duly authorized by the Contractor, the person executing this Agreement has authority to do so, and, once executed by the Contractor, this Agreement shall constitute a binding obligation of the Contractor.
- B. This Agreement and the Contractor's obligations hereunder do not conflict with the Contractor's articles of incorporation, by-laws or any corporate agreement or statement filed with the Public Regulation Commission.
- D. Contractor is registered and licensed to operate a business in New Mexico and all appraisal work will be performed by an appraiser properly licensed by the New Mexico Real Estate Appraiser's Board to do the work anticipated by this Agreement, and shall maintain such registration and licensure in good standing throughout the duration of this Agreement.

Section Twenty Nine
Campaign Contribution Disclosure Form

The Contractor agrees to compute and submit simultaneous with execution of this Agreement a Campaign Contribution Disclosure Form approved by the County.

Section Thirty
Notices

All notices required to be given to the County under this Agreement shall be mailed (pre-postage paid) to:

Katherine Miller, Manager
Attn: Open Space and Trails Project Director
Santa Fe County
102 Grant Avenue
P.O. Box 276
Santa Fe, NM 87504-0276

All notices required to be given to the Contractor under this Agreement shall be mailed (pre-postage paid) to:

Dwight Ferrick or Mack Dickerson
c/o Tierra Right of Way Services Ltd
1575 E. River Road, Suite 201
Tucson, Arizona 85718

Agent for Service: Contractor hereby irrevocable appoints Susie Rogers, c/o Tierra Right of Way Services, Ltd, a New Mexico resident company located at 718 Central Avenue SW, Albuquerque, New Mexico, 87102 as its agent upon whom process and write in any action or proceeding arising out of or related to this Agreement may be served. The Contractor acknowledges and agrees that service upon its designated agent shall have the same effect as through the Contractor were actually and personally served within the State of New Mexico.

Section Thirty One
Survival

The provisions of following paragraphs shall survive termination of this Contract; INDEMNITY, RECORDS AND INSPECTION, RELEASE, CONFIDENTIALITY, COPYRIGHT, COMPLIANCE WITH APPLICABLE LAW; CHOICE OF LAW, NO THIRD-PARTY BENEFICIARIES, NEW MEXICO TORT CLAIMS ACT, INSURANCE, WARRANTIES, AND SURVIVAL.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

SANTA FE COUNTY

Liz Stefanics, Chair
Santa Fe County Board of Commissioners

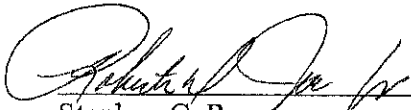
Date

ATTEST TO:

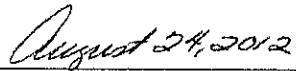
Valerie Espinoza
Santa Fe County Clerk

Date

APPROVED AS TO FORM



Stephen C. Ross
Santa Fe County Attorney




Date

FINANCE DEPARTMENT



Teresa C. Martinez
Santa Fe County Finance Director



Date

CONTRACTOR

(Name and Title)

Date

TAX ID Number: _____

SANTA FE COUNTY

Liz Stefanics, Chair
Santa Fe County Board of Commissioners


Date

ATTEST TO:

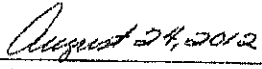
Valerie Espinoza
Santa Fe County Clerk

Date

APPROVED AS TO FORM



Stephen C. Ross
Santa Fe County Attorney



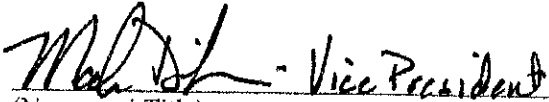
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FINANCE DEPARTMENT

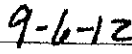
Teresa C. Martinez
Santa Fe County Finance Director

Date

CONTRACTOR



(Name and Title)



Date

TAX ID Number: 96-0641058



**Santa Fe River Greenway Project
Pricing Summary**

	Priority <u>A</u>	Priority <u>B</u>	Total <u>A+B</u>
Project Information Gathering/Setup	\$ 5,279.00	\$ 2,220.25	\$ 7,499.25
Title Research	\$ 5,521.25	\$ 30,932.50	\$ 36,453.75
Initial Property Owner Meetings	\$ 203.20	\$ 315.80	\$ 519.00
Property Owner Meetings	\$ 3,853.05	\$ 9,280.75	\$ 13,133.80
Project Design Development	\$ 21,439.40	\$ 51,007.05	\$ 72,446.45
Valuation	\$ 43,990.20	\$ 102,556.30	\$ 146,546.50
Acquisition of Right of Way	\$ 36,559.50	\$ 84,318.00	\$ 120,877.50
Escrow Services (Successful Acquisitions)	\$ 12,007.00	\$ 29,120.00	\$ 41,127.00
Lot Splits/Lot line adjustments (Fee Acquisitions)	\$ 1,000.75	\$ 7,611.50	\$ 8,612.25
Close Acquisition File	\$ 4,688.25	\$ 10,408.25	\$ 15,096.50
Condemnation Support	\$ 1,269.00	\$ 3,588.00	\$ 4,857.00
Project Oversight	<u>\$ 11,150.00</u>	<u>\$ 18,650.00</u>	<u>\$ 29,800.00</u>
TOTALS:	\$ 146,960.60	\$ 350,008.40	\$ 496,969.00
NM Tax	<u>0.07</u>	<u>0.07</u>	<u>0.07</u>
Project Total:	\$ 157,247.84	\$ 374,508.99	\$ 531,756.83



Priority A: Frenchies Park to Siler Road

Title: 12 parcels: 90% easement interests (10), 10% fee interests (2)

Hours/Rate:	PM Hours	PM \$	SA Hours	SA \$	95.00 Hours	RWA Hours	RWA \$70.00	DIR Hours	DIR \$	125.00	Sub-contractor Unit Cost	Expenses Mileage	Expenses Postage	Expenses Per Diem	Expenses Other
Project Information Gathering/Setup															
Project kickoff meeting	5	\$ 525.00	5	\$ 475.00											
Gather project related information.	5	\$ 525.00										\$ 83.25			
Review project design, discuss with team	5	\$ 2,625.00										\$ 83.25			
Procedures/Forms/Communication Discussions	4	\$ 420.00													
Create Property Line List	2	\$ 210.00													
Project Setup/LandSoft Setup	0.5	\$ 52.50					\$280.00								
Title Research (12 parcels)	21.5				4										
Order Title Reports	0.5	\$ 52.50													
Prepare Title Reports (8 of 12 already obtained by SFC)									\$ 4,200.00						
Review Title Reports	0.5	\$ 52.50	1.25	\$ 118.75	3.50		\$ 245.00								
Prepare parcel summary of conflicts	4	\$ 420.00	4	\$ 380.00											
Transmit summary of conflicts to team	0.5	\$ 52.50													
Initial Property Owner Meetings (12 parcels)															
Schedule meeting with each property owner			2	\$ 190.00									\$ 13.20		
Property Owner Meetings (12 parcels)			6	\$ 570.00											
Discuss/review project information with owner			6	\$ 570.00											
Discuss/review acquisition procedures with owner			6	\$ 570.00											
Review project impacts on ground with owner			6	\$ 570.00											
Solicit project input from owner			4	\$ 380.00											
Secure Right of Entry from owner (8 parcels)			8	\$ 760.00											
Travel time (4 RT)			0.5	\$ 47.50								\$ 333.00			
Transmit owner project input to team															
Project Design Development															
Project Design Assistance															
Provide design development progress to owners	0.5	\$ 52.50	2	\$ 190.00											
Solicit ongoing project input from owners-misc. owner communications			42	\$ 1,140.00											
Assist Project Team as needed to get to final design	2	\$ 210.00	5	\$ 475.00											
Phase I Environmental Screening Assessments (ESA) (2 parcels)															
Schedule ESA inspection with each owner			1.5	\$ 142.50											
Perform/Prepare ESA inspection on each property			1.5	\$ 142.50											
OA/QC Review of ESA Reports	0.5	\$ 52.50													
Transmit ESA Reports to Santa Fe County Appraisers	0.25	\$ 26.25													
Survey (47 parcels)															
Schedule survey entry with each owner			1	\$ 95.00											
Prepare project survey and parcel descriptions/exhibits															
Valuation (12 parcels)															
Appraisal Reports															
Schedule Appraisal Inspection with owners			1.5	\$ 142.50											
Perform/Prepare Appraisal Inspections			24	\$ 2,280.00											
Transmit completed reports to Review Appraiser															
Review Appraisal Reports	0.5	\$ 52.50													
Prepare review appraisal reports															
Transmit appraisal and review appraisal reports to Client	0.5	\$ 52.50													



Priority A: Frenchies Park to Siler Road

12 parcels: 90% easement interests (10), 10% fee interest (2)

Title:	PM	SA	SA	RWA	DIR	DIR	Sub-contractor	Expenses	Expenses	Expenses	Expenses
Hours/Rates:	Hours	Hours	Hours	Hours	Hours	Hours	Unit Cost	Mileage	Postage	Per Diem	Other
Condemnation Support	0.5	52.50	95.00	46.50	30	30	75,012.00	166.50	75.10	2,400.00	100.00
Prepare and transmit closed unsuccessful file to County legal.	5.25	551.25	498.75								
Provide condemnation support to legal staff as needed	25	2,625.00	2,375.00								
Project Oversight/ Team Discussions/Strategy/OA-QC	124.75	12,941.25	495.75	47,096.25	3,750.00	3,750.00	75,012.00	2,331.00	75.10	2,400.00	100.00
TOTALS:	\$ 146,960.60	\$ 12,941.25	\$ 495.75	\$ 47,096.25	\$ 3,750.00	\$ 3,750.00	\$ 75,012.00	\$ 2,331.00	\$ 75.10	\$ 2,400.00	\$ 100.00

NM Tax 0.07
 Project Total: \$ 157,267.84
 Per parcel price with appraisal and review: \$ 13,103.99
 TROW Hours per parcel: 58.08333333
 TROW Pricing per parcel: \$ 5,995.72

Pricing Assumptions and Notes:

12 parcels to be acquired under this Priority. 10 of these parcels will have easements interests purchases. 2 parcels will be fee interest purchases. Relocation Assistance is not included in the price. If Relocation Assistance is to be provided, Tierra will provide a separate estimate. Includes time to acquire Right of Entries from 8 parcel owners.
 Assumes 1 parcel will need to be acquired via condemnation (lines 82-84)
 11 title reports will be required. (County has Boylan title report already)
 Line 43: Assumes SAC will order appraisal from our contractor for Boylan property to confirm value derived by J. Donnell.
 Survey work and preparation of legal descriptions and exhibits will be done by others.
 Lines 71-78 assumes only one parcel is acquired in fee resulting in a lot line adjustment or lot split adjustment
 Line 14: Per email dated 8-3-12 from P. Lindstrom, 8 of the 12 title reports have already been obtained by the County.



Priority B: Sieler Road to Wastewater Treatment Plant 28 parcels: 90% fee interests (25), 10% easement interests (3)

Title: Hours/Rate:	PM		SA		RWA		DIR		sub-contractor		Expenses		Expenses	
	Hours	\$	Hours	\$	Hours	\$	Hours	\$	Unit Cost	Mileage	Postage	Per Diem	Other	
Project Information Gathering/Setup														
Project kickoff meeting	2	\$	2	\$	150.00									
Gather project related information.	2	\$	2	\$	210.00									
Review project design, discuss with team	3	\$	3	\$	630.00									
Lessons Learned from Priority A conference.	4	\$	4	\$	420.00									
Create Property Line List	0.25	\$		\$	26.25									
Project Setup/LandSoft Setup	0.5	\$		\$	52.50									
Title Research (47 parcels)														
Order Title Reports	0.5	\$		\$	52.50									
Prepare Title Reports	0.5	\$		\$	52.50									
Review Title Reports	1	\$		\$	105.00									
Prepare parcel summary of conflicts	0.5	\$		\$	52.50									
Communication with team of conflicts														
Initial Property Owner Meetings (28 parcels)														
Schedule meeting with each property owner	3	\$	3	\$	285.00									
Property Owner Meetings (28 parcels)														
Discuss/review project information with owner	13	\$	13	\$	1,235.00									
Discuss/review acquisition procedures with owner	13	\$	13	\$	1,235.00									
Review project impacts on ground with owner	13	\$	13	\$	1,235.00									
Solicit project input from owner	13	\$	13	\$	1,235.00									
Secure Right of Entry from owner (18 parcels)	22	\$	22	\$	2,090.00									
Travel time (11 RT)	0.5	\$		\$	47.50									
Transmit owner project input to team														
Project Design Development														
Project Design Development	0.5	\$		\$	52.50									
Project Design Assistance														
Provide design development progress to owners	1	\$		\$	105.00									
Solicit ongoing project input from owners-misc owner communications	8	\$		\$	840.00									
Assist Project Team as needed to get to final design														
Phase I Environmental Screening Assessments (ESA) (28 parcels)														
Schedule ESA inspection with each owner	3.5	\$	3.5	\$	332.50									
Perform/Prepare ESA inspection on each property	1.5	\$		\$	157.50									
QA/QC Review of ESA Reports	0.25	\$		\$	26.25									
Transmit ESA Reports to Santa Fe County Appraisers														
Survey (28 parcels)														
Schedule survey entry with each owner	4	\$	4	\$	380.00									
Prepare project survey and parcel descriptions/exhibits														
Valuation (28 parcels)														
Appraisal Reports														
Schedule Appraisal inspection with owners	3.5	\$	3.5	\$	332.50									
Perform/Prepare Appraisal inspections	56	\$	56	\$	5,320.00									
Transmit completed reports to Review Appraiser														
Review Appraisal Reports														
Prepare review appraisal reports	0.75	\$		\$	78.75									
Transmit appraisal and review appraisal reports to Client	0.75	\$		\$	78.75									
Appraisal of Valuation														
Review and approve compensation														
Prepare Certificates of Just Compensation														
Acquisition of Right of Way (28 parcels)														
Document Preparation														
Prepare required documents to complete acquisitions, OA/QC	0.5	\$		\$	52.50									
Present offer documents to SF County for review/approval	0.5	\$		\$	52.50									
Present Offers to each owner (Initiation of Negotiations)														

