

**CITY OF ALBUQUERQUE**  
Albuquerque, New Mexico  
Office of the Mayor

Mayor Timothy M. Keller

**INTER-OFFICE MEMORANDUM**

March 5, 2026

**TO:** Klarissa J. Peña, President, City Council

**FROM:** Timothy M. Keller, Mayor



**SUBJECT:** Recommendation of Award for Real Property Right of Way Services, RFP-2025-653-DMD-ID

The Department of Finance and Administrative Services, Purchasing Division, issued the subject solicitation in conjunction with the Department of Municipal Development and developed the RFP for Real Property Right of Way Services.

The solicitation was posted on the Purchasing website on November 13, 2025 and advertised through Albuquerque Journal. The number of responses received for evaluation was one (1) with one (1) being deemed as non-responsive.

The Ad Hoc Evaluation Committee evaluated and scored the response in accordance with the evaluation criteria published in the RFP. Tierra Right of Way Services LTD. was determined to have met all required criteria, was qualified, and recommended for award.

I concur with this recommendation.

The City's Department of Municipal Development will manage this contract.

Recommendation of Award for Real Property Right of Way Services, RFP-2025-653-DMD-ID

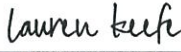
Approved:

Approved as to Legal Form:

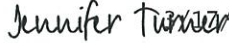
Initial  
M

Initial  
SMH

  
Samantha Sengel, EdD Date  
Chief Administrative Officer

DocuSigned by:  
 3/30/2026 | 12:54 PM MDT  
1A21D96D32C74EE...  
Date  
City Attorney

Recommended:

DocuSigned by:  
 3/30/2026 | 1:29 PM MDT  
8220366DBB7B47D...  
Date  
Director

## **Cover Analysis**

- 1. What is it? RFP for Right of Way Services**
- 2. What will this piece of legislation do? Provide Right of Way services beyond the scope of City employees for projects that need them**
- 3. Why is this project needed? Right of Way has multiple complex sets of rules and regulations that need to be followed so departments don't lose state and federal funding**
- 4. How much will it cost, and what is the funding source? The costs vary based on services needed and will have to be part of the initial funding for any project**
- 5. Is there a revenue source associated with this contract? If so, what level of income is projected? No**
- 6. What will happen if the project is not approved? The city could lose funding for major acquisition and right-of-way projects**
- 7. Is this service already provided by another entity? No**

**FISCAL IMPACT ANALYSIS**

TITLE: RFP for Right of Way

R: O:  
 FUND: 305  
 DEPT: DMD

- No measurable fiscal impact is anticipated, i.e., no impact on fund balance over and above existing appropriations.
- (If Applicable) The estimated fiscal impact (defined as impact over and above existing appropriations) of this legislation is as follows:

	Fiscal Years			
	2025	2026	2027	Total
Base Salary/Wages				-
Fringe Benefits at				-
Subtotal Personnel	-	-	-	-
Operating Expenses				-
Property				-
Indirect Costs	-	-	-	-
<b>Total Expenses</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
[ X ] Estimated revenues not affected				
[ ] Estimated revenue impact				
Revenue from program				0
Amount of Grant		-	-	
City Cash Match				
City Inkind Match				
City IDOH	-	-	-	-
<b>Total Revenue</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

These estimates do not include any adjustment for inflation.  
 \* Range if not easily quantifiable.

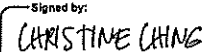
Number of Positions created

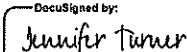
COMMENTS:

COMMENTS ON NON-MONETARY IMPACTS TO COMMUNITY/CITY GOVERNMENT:

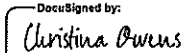
PREPARED BY:

APPROVED:

Signed by:  
  
 FISCAL ANALYST

DocuSigned by:  
 3/17/2026 | 1:29 PM MDT  
 DIRECTOR

REVIEWED BY:

DocuSigned by:  
  
 EXECUTIVE BUDGET ANALYST

Signed by:  
 3/26/2026 | 8:30 AM MDT  
 BUDGET OFFICER

Signed by:  
  
 CITY ECONOMIST



# City of Albuquerque

## Department of Finance and Administrative Services

Timothy M. Keller, Mayor

### Interoffice Memorandum

Date 02/12/2026

**TO:** Dr. Samantha Sengel, Chief Administrative Officer

**FROM:** Jennifer Turner, Director, Department of Municipal Development

**SUBJECT:** **Recommendation of Award –**  
 RFP Number: RFP-2025-653-DMD-ID  
 RFP Name: Real Property Right of Way Services

DS  
JT

The Department of Finance and Administrative Services, Purchasing Division, issued the subject solicitation in conjunction with the Department of Municipal Development and developed the RFP for Real Property Right of Way Services.

The solicitation was posted on the Purchasing website and advertised in the Albuquerque Journal. The total number of responses received for evaluation was two (2) with one Offeror being eliminated due to being deemed non-responsive.

The Ad Hoc Evaluation Committee evaluated and scored the responses in accordance with the evaluation criteria published in the RFP and recommends award of contract to Tierra Right of Way Services LLC.

I concur with this recommendation. Listed below is the composite score for the response received:

COMPANY NAME	SCORE
Tierra Right of Way Services LTD	963.33

The Department that will be managing this contract is the Department of Municipal Development

Approved:

Chief Administrative Officer

Samantha Sengel

Signed by:

Title *Samantha Sengel*

Name  
2/23/2026 | 12:53 PM MST

Signature BC2424C09B8741A...

(Date)

Attachment: Scoring Summary





## RFP-2025-653-DMD-ID - Real Property Right of Way Services Scoring Summary

### Active Submissions

Supplier	Total / 1,000.00 pts	Agreement to the required City of Albuquerque Terms and Conditions Pass/Fail	Agreement to provide the required insurances as stated in the RFP Pass/Fail	Pay Equity Form Pass/Fail	Appendix B Pass/Fail	Appendix C Pass/Fail	Appendix D Pass/Fail	Appendix E Pass/Fail	A - Technical Proposal Only / 900 pts	A-1 - Profile/Detailed Approach / 300 pts	A-2 - Experience and Qualificatons / 200 pts	A-3 - Project Management / 100 pts	A-4 - Past Performance / 100 pts	A-5 - Overall Ability / 200 pts	B - Cost Proposal Only / 100 pts	B-1 - Appendix A / 100 pts
Tierra Right of Way Services, Ltd.	963.33	Pass	Pass	Pass	Pass	Pass	Pass	Pass	863.33	286.67	193.33	96.67	93.33	193.33	100	100

### Eliminated Submissions

Supplier	Agreement to the required City of Albuquerque Terms and Conditions Pass/Fail	Agreement to provide the required insurances as stated in the RFP Pass/Fail	Pay Equity Form Pass/Fail	Appendix B Pass/Fail	Appendix C Pass/Fail	Appendix D Pass/Fail	Appendix E Pass/Fail	A - Technical Proposal Only / 900 pts	A-1 - Profile/Detailed Approach / 300 pts	A-2 - Experience and Qualificatons / 200 pts	A-3 - Project Management / 100 pts	A-4 - Past Performance / 100 pts	A-5 - Overall Ability / 200 pts	B - Cost Proposal Only / 100 pts	B-1 - Appendix A / 100 pts
Colliers International Valuation & Advisory Services	Pass	Pass	Pass	Pass	Pass	Pass	Pass	225	100	50	25	25	25	0	0

**City of Albuquerque**

**Request for Proposals**

**Solicitation Number: RFP-2025-653-DMD-ID**

**Real Property Right of Way Services**

**11/13/2025**

**THIS IS A FEDERALLY-FUNDED PROJECT**



**Deadline for Receipt of Proposals: December 15, 2025: 4:00 p.m.**  
**(Mountain Time)**

**The City eProcurement System will not allow Proposals to be submitted**  
**after this date and time.**

**Non-Mandatory Pre-Proposal Conference: (Assigned by Purch/Dept)**  
**Date: 11/24/2025**  
**Time: 2:00PM (Mountain Time)**

**City of Albuquerque  
Department of Finance and Administrative Services  
Purchasing Division  
V2024.07.10 JLB**

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## INTRODUCTION

The City of Albuquerque (City) is issuing this Request for Proposals (RFP) to establish a contractual relationship with a highly skilled offeror(s) experienced in managing Right of Way (ROW) Services with a proven track record in handling complex acquisitions, property appraisals, negotiations and relocation assistance projects. The offeror(s) will be expected to work closely with the City and other stakeholders, ensuring compliance with all relevant federal regulations, federal aid projects administered by the New Mexico Department of Transportation/Federal Highway Administration (NMDOT/FHWA), state, and local regulations, including the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA), and any other applicable standards. The ROW service is needed for the City's urban population of approximately 858,000 people. The City requires professional Real Property Right of Way Services that are necessary to complete right-of-way projects (roads, sidewalks, new utility lines) and many acquisitions where there are tenants involved.

The Federal Highway Administration (FHWA) right-of-way process is primarily governed by 23 CFR Part 710, which outlines regulations for the acquisition, management, and disposal of real property for transportation projects. This part, along with others like 23 CFR Part 635 and 23 CFR Part 645, details requirements for right-of-way acquisition, relocation assistance, and utility adjustments, especially on federally funded projects.

The City is committed to ensuring that projects progress smoothly and efficiently, with minimal disruption to affected property owners and stakeholders. We seek to partner with the offeror(s) that share this commitment and can provide expert services throughout the duration of each project.

The City intends to award multiple agreements under this procurement if it is deemed in the City's best interest.

## PART 1

### INSTRUCTIONS TO OFFERORS

**1.1 RFP Number and Title:** RFP-2025-653-DMD-ID, "Real Property Right of Way Services"

**1.2 Proposal Due Date:** December 15, 2025 - NLT 4:00 PM (Local Time)

The time and date Proposals are due shall be strictly observed.

**1.2.1 Non-Mandatory Pre-Proposal Conference:** This is not a mandatory pre-Proposal conference, but highly recommended. Those vendors who choose not to attend shall be solely responsible for obtaining any additional information, clarifications or addenda resulting from this meeting.

**Pre-Proposal Conference Time and Location:**

**Time:** 2:00PM (Mountain Time)

**Location:** <https://cabq.zoom.us/j/89004490513>

**1.2.2 Questions:** All questions shall be submitted in written format in the City's eProcurement system [Bonfire](#) prior to the close date for questions and answers.

**1.3 Purchasing Division:** This Request for Proposals ("RFP") is issued on behalf of the City of Albuquerque by its Purchasing Division, which is the sole point of contact during the entire procurement process.

**1.4 Authority:** Chapter 5, Article 5 of the Revised Ordinances of the City of Albuquerque, 1994, ("Public Purchases Ordinance"). The City Council, pursuant to Article 1 of the Charter of the City of Albuquerque and Article X, Section 6 of the Constitution of New Mexico, has enacted this Public Purchases Ordinance as authorized by such provisions and for the purpose of providing maximum local self-government. To that end, it is intended that this Public Purchases Ordinance shall govern all purchasing transactions of the City and shall serve to exempt the City from all provisions of the New Mexico Procurement Code, as provided in Section 13-1-98K, NMSA 1978.

**1.5 Acceptance of Proposal:** Acceptance of Proposal is contingent upon Offeror's certification and agreement by submittal of its Proposal, to comply and act in accordance with all provisions of the following:

**1.5.1 City Public Purchases Ordinance**

**1.5.2 City Purchasing Rules and Regulations:** These Rules and Regulations ("Regulations") are written to clarify and implement the provisions of the Public Purchases Ordinance. These Regulations establish policies, procedures, and guidelines relating to the procurement, management, control, and disposal of goods, services, and construction, as applicable, under the authority of the Ordinance.

**1.5.3 Civil Rights Compliance:** Acceptance of Proposal is contingent upon the Offeror's certification and agreement by submittal of its Proposal, to comply and act in accordance with all provisions of the Albuquerque Human Rights Ordinance, the New Mexico Human Rights Act, Title VII of the U.S. Civil Rights Act of 1964, as amended, and all federal statutes and executive orders, New Mexico statutes and City of Albuquerque ordinances and resolutions relating to the enforcement of civil rights and affirmative action. Questions regarding civil rights or affirmative action compliance requirements should be directed to the City of Albuquerque Human Rights Office.

**1.5.4 Americans with Disabilities Act Compliance:** The Offeror certifies and agrees, by submittal of its Proposal, to comply and act in accordance with all applicable provisions of the Americans With Disabilities Act of 1990 and federal regulations promulgated thereunder.

**1.5.5 Insurance and Bonding Compliance:** Acceptance of Proposal is contingent upon Offeror's ability to comply with the insurance requirements as stated herein. Please include a certificate or statement of compliance in your Proposal and bonds as required.

**1.5.6 Ethics:**

**1.5.6.1 Fair Dealing.** The Offeror warrants that its Proposal is submitted and entered into without collusion on the part of the Offeror with any person or firm, without fraud and in good faith. Offeror also warrants that no gratuities, in the form of

entertainment, gifts or otherwise, were, or will be offered or given by the Offeror, or any agent or representative of the Offeror to any officer or employee of the City with a view toward securing a recommendation of award or subsequent contract or for securing more favorable treatment with respect to making a recommendation of award.

**1.5.6.2 Conflict of Interest.** The Offeror warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under the contract resulting from this RFP. The Offeror also warrants that, to the best of its knowledge, no officer, agent or employee of the City who shall participate in any decision relating to this RFP and the resulting contract, currently has, or will have in the future, a personal or pecuniary interest in the Offeror's business.

**1.5.7 Participation/Offeror Preparation:** The Offeror may not use the consultation or assistance of any person, firm company who has participated in whole or in part in the writing of these specifications or the Scope of Services, for the preparation of its Proposal or in the management of its business if awarded the contract resulting from this RFP.

**1.5.8 Debarment or Ineligibility Compliance:** By submitting its Proposal in response to this RFP, the Offeror certifies that (i) it has not been debarred or otherwise found ineligible to receive funds by any agency of the federal government, the State of New Mexico, any local public body of the State, or any state of the United States; and (ii) should any notice of debarment, suspension, ineligibility or exclusion be received by the Offeror, the Offeror will notify the City immediately.

Any Proposal received from an Offeror that is, at the time of submitting its Proposal or prior to receipt of award of a contract, debarred by or otherwise ineligible to receive funds from any agency of the federal government, the State of New Mexico, any local public body of the State, or any state of the United States, shall be rejected.

Upon receipt of notice of debarment of an Offeror awarded a contract as a result of this RFP ("Contractor"), or other ineligibility of the Contractor to receive funds from any agency of the federal government, the State of New Mexico, any local public body of the State, or any state of the United States, the City shall have the right to cancel the contract with the Contractor resulting from this RFP for cause in accordance with the terms of said contract.

**1.5.9 Goods Produced Under Decent Working Conditions:** It is the policy of the City not to purchase, lease, or rent goods for use or for resale at City owned enterprises that were produced under sweatshop conditions. The Offeror certifies, by submittal of its Proposal in response to this solicitation, that the goods offered to the City were produced under decent working conditions. The City defines "under decent working conditions" as production in a factory in which child labor and forced labor are not employed; in which adequate wages and benefits are paid to workers; in which workers are not required to work more than 48 hours per week (or less if a shorter workweek applies); in which employees are free from physical, sexual or verbal harassment; and in which employees can speak freely about working conditions and can participate in and form unions. [*Council Bill No. M-8, Enactment No. 9-1998*]

**1.5.10 Graffiti Free:** When required, the Contractor will be required to furnish equipment, facilities, or other items required to complete these services, that are graffiti-free. Failure of Contractor to comply with this requirement may result in cancellation of the contract resulting from this RFP.

**1.6 City Contact:** The sole point of contact for this RFP is the City of Albuquerque Purchasing Division. Questions regarding this RFP should be directed to the following Purchasing representative unless otherwise specified in the solicitation. The City Contact will communicate with Offerors through its e-procurement system, Bonfire. Offerors will receive e-mail notifications from Bonfire to the e-mail that Offeror included in its Bonfire registration. Offerors are responsible for monitoring any communications sent through Bonfire and responding to any requests for information or directives within stated deadlines. Offerors who fail to abide by this instruction may be deemed nonresponsive.

- Isaiah Davila, Senior Buyer, Department of Finance and Administrative Services, Purchasing Division
- Phone: (505) 768-3319 or E-Mail: idavila@cabq.gov
- Post Office Box 1293, Albuquerque, New Mexico 87103

**1.7 Contract Management:** The contract resulting from this RFP will be managed by the Department of Municipal Development, Real Property Division.

**1.8 Clarification:** Any explanation desired by an Offeror regarding the meaning or interpretation of this RFP must be requested in writing not less than ten (10) working days prior to the deadline for the receipt of Proposals to allow sufficient time for a reply to reach all Offerors before the submission of their Proposals. No extension of time will be granted based on submission of inquiries subsequent to the required date nor will such inquiries be answered. All inquiries must be directed to the Purchasing Division as stated herein and must be submitted through the City's eProcurement system, Bonfire. **The City will not respond to questions that are submitted by any other means than electronically through the City's eProcurement system.** Oral explanations or instructions given before the award of the contract or at any time will not be binding. Purchasing shall prepare answers to questions in the form of Addenda to this RFP and shall post all such Addenda to the online eProcurement System.

**1.9 Submission of Proposals.** The Offeror's Proposal must be submitted **electronically** through the eProcurement system pursuant to the following requirements:

**1.9.1 Electronic Copy.** Submit your complete Proposal including all forms, attachments, exhibits, Technical Proposal, Cost Proposal, etc. using the eProcurement System Bonfire at <https://cabq.bonfirehub.com/portal/?tab=openOpportunities>. Please allow a minimum of two (2) business days to submit your proposal. If you do not have a username and password, please register as this is the only method to submit electronically on the Bonfire portal. Please make sure to register on the system in order to receive notices and submit a response to a

solicitation. For assistance, please contact [support@gobonfire.com](mailto:support@gobonfire.com) or 1-800-354-8010. **Failure to submit your proposal electronically through the City's eProcurement system shall result in your proposal being deemed nonresponsive.**

**1.9.2 Format.** Each file uploaded to the eProcurement System shall be in single PDF format unless otherwise indicated. The City's preferred format is Optical Character Recognition (OCR) searchable PDF format. Do not encrypt files and do not password protect the documents submitted.

**1.9.3 ALL PROPOSALS MUST BE RECEIVED BY THE CITY PURCHASING DIVISION AS SPECIFIED HEREIN. IF YOU FAIL TO COMPLY WITH THE SUBMISSION REQUIREMENTS IN THIS SECTION 1.9, THE CITY SHALL DEEM YOUR PROPOSAL NONRESPONSIVE.**

**1.9.4 No other methods of Proposal delivery.** Neither telephone, facsimile, nor telegraphic Proposals shall be accepted.

**1.9.5 Modification.** Proposals may be modified or withdrawn only by written notice, provided such notice is received prior to the Proposal Due Date.

**1.9.6 Receipt of Proposals.** The only acceptable evidence to establish the time of receipt of Proposals by City Purchasing Office is the time-date stamp of the EProcurement System.

**1.9.7 Acknowledgment of Addenda to the Request for Proposals.** Receipt of Addenda to this RFP by an Offeror must be acknowledged in the City's eProcurement system. Failure to acknowledge an Addendum may result in your response being deemed non-responsive.

**1.10 Modifications to Scope of Services:** In the event that sufficient funds do not become available to complete each task in the Scope of Services, the Scope of Services may be amended, based upon the cost breakdown required in the Cost Proposal.

**1.11 Required Contract Terms:**

**1.11.1 City Terms and Conditions:** The Required Contract Terms can be accessed at this link <https://www.cabq.gov/dfa/purchasing-division/vendor-services/terms-and-conditions> click on "Request for Proposals Required Contract Terms". The Offeror certifies that it accepts the Required Contract

Terms in 1.11.1, or has uploaded its exceptions to the Required Contract Terms in the City's e-Procurement system, under "Requested Information" "Exceptions to Section 1.11.1 Required Contract Terms." Any exceptions shall be identified by the RFP Section, Subsection, and must state the specific exception the Offeror has, as well as any alternative language. The Offeror certifies that it accepts the Required Contract Terms, or has noted exceptions in its response. The City's receipt of exceptions in a response is not an acceptance of any requested changes to the Required Contract Terms. The Required Contract Terms may differ from the terms in the final contract awarded under this RFP.

**1.11.2 Federal Terms and Conditions:** The Federally-required contract provisions in compliance with 2 CFR PART 200, APPENDIX II can be accessed as Appendix B in Bonfire. The Offeror shall certify that it accepts and shall comply with the Federal Terms and Conditions in the City's e-Procurement system, under "Requested Information". Agreement to the Federal Terms and Conditions is mandatory. **If you fail to agree to the Federal Terms and Conditions, the City will deem your proposal nonresponsive.**

**1.12 Contract Term:** The contract resulting from this solicitation is anticipated to have a term of two (2) years with two (2) possible extensions of two (2) years. Contract Term shall not exceed six (6) years.

**1.13 Contract Amount:** The contract resulting from this solicitation shall be a maximum contract amount of up to Two-Hundred Thousand (\$200,000) and 00/100 dollars.

**1.14 Evaluation Period:** The City reserves the right to analyze, examine and interpret any Proposal for a period of ninety (90) days after the hour and date specified for the receipt of Proposals. The City reserves the right to extend the evaluation period if it feels, in its sole discretion, such an extension would be in the best interest of the City.

**1.15 Evaluation Assistance:** The City, in evaluating Proposals, reserves the right to use any assistance deemed advisable, including City contractors and consultants.

**1.16 Rejection and Waiver:** The City reserves the right to reject any or all Proposals and to waive informalities and minor irregularities in Proposals received.

**1.17 Award of Contract:**

**1.17.1 When Award Occurs:** Award of contract occurs when a Purchase Order is issued or other evidence of acceptance by the City is provided to the Offeror. A Recommendation of Award does not constitute award of contract.

**1.17.2 Award:** If a contract is awarded, it shall be awarded to the responsive and responsible Offeror whose Proposal conforming to this RFP will be most advantageous to the City as set forth in the Evaluation Criteria.

**1.18 Cancellation:** This RFP may be canceled for any reasons and any and all Proposals may be rejected in whole or in part when it is in the best interests of the City.

**1.19 Negotiations:** Negotiations may be conducted with the Offeror(s) recommended for award of contract.

**1.20 City-Furnished Property:** No material, labor, or facilities will be furnished by the City unless otherwise provided for in this RFP.

**1.21 Public Records:**

**1.21.1** The Purchasing Division's procurement file and any documents relating to this RFP, including the Proposals submitted by Offerors, shall be open to public inspection in accordance with applicable law after the recommendation of award of a contract has been approved by the Mayor or the Mayor's designee.

**1.21.2** An Offeror who chooses to submit material they consider a "Trade Secret" must do so in a segregated file clearly designated as containing trade secrets both in the file name and within the contents of the file itself. These segregated files are to be used by the City for reference only. An Offeror's failure to segregate such materials constitutes a failure to reasonably, under the circumstances, maintain the materials' secrecy and Offeror indemnifies and holds the City harmless for any and all liability resulting from the disclosure of any materials not segregated as described above.

**1.21.3** If an Offeror submits with a proposal material required by law to be kept confidential, the Offeror must segregate such material in a separate file. Such a file should be clearly designated as “Legally Confidential” in both the file name and within the contents of the file. The contents of the file must include a description and citation to the legal basis for why the material must be kept confidential. Failure to segregate the material and describe the legal basis for why it is to be kept confidential may result in the information being disclosed. Designating the entire proposal confidential is not acceptable without providing the legal basis and may result in the information being disclosed. Offeror indemnifies and holds the City harmless for any and all liability resulting from such disclosure resulting from information not segregated as described above.

**1.21.4 Pricing, makes and models or catalog numbers of items offered, delivery terms, and terms of payment shall not be designated as trade secrets or required to be kept confidential by law.**

**1.21.5** The City will endeavor to restrict the release of material segregated and designated as “Trade Secret” or “Legally Confidential” to only those individuals involved in the review and analysis of the Proposals, and to any other party as required by law or court order. Under the New Mexico Inspection of Public Records Act (Sections 14-2-1 et seq, NMSA 1978) (“Act”) the City may redact trade secrets and other material required to be kept confidential by law, but may not redact proprietary or confidential information. Any Proprietary or Confidential Data provided as part of a Proposal is subject to public inspection under the Act. **Notwithstanding any provision of this RFP, the City shall not be responsible or liable to the Offeror for any disclosure of records required by the Act or an order of a court or other tribunal with jurisdiction over the City.**

## **1.22 Funding Source and Applicability of Federal Requirements:**

The resultant contract will be used on a project-by-project basis. Funding for each project awarded under this RFP may be derived from federal, state, or local sources. Offerors are advised that federal terms and conditions, including but not limited to the applicable provisions of 2 CFR Part 200, may apply on a per-project basis when federal funds are used.

## **1.23 Request for Proposals Protest Process:**

**1.23.1 RFP Documents:** If the protest concerns the specifications for the RFP or other matters pertaining to the solicitation documents, the protest must be filed with the Chief Procurement Officer no later than 5:00 p.m., ten (10) business days prior to the deadline for the receipt of Proposals.

**1.23.2 Recommendation of Award:** If the protest concerns the Recommendation of Award, the protest must be filed with the Chief Procurement Officer no later than 5:00 p.m. of the tenth (10<sup>th</sup>) business day after the receipt of notice of the Recommendation of Award.

**1.23.3 Timely Protests:** Protests must be received by the Chief Procurement Officer prior to the appropriate deadline as set out herein, or they will be rejected. The Chief Procurement Officer may waive the deadline for good cause, including a delay caused by the fault of the City. Late delivery by the U.S. Postal Service or other carrier shall not be considered good cause.

**1.23.4 How to File:** Any Offeror who is aggrieved in connection with a competitive solicitation or recommendation of award of a contract may protest to the City Chief Procurement Officer. The protest shall be addressed to the Chief Procurement Officer, must be submitted in written form and must be legible. Protests may be electronically delivered via email or mailed. Facsimile, telephonic, telegraphic or any other type of electronic protests will not be accepted.

**1.23.5 Required Information:** The protest shall contain at a minimum the following:

**1.23.5.1** The name and address of the protesting party;

**1.23.5.2** The number of the competitive solicitation;

**1.23.5.3** A clear statement of the reason(s) for the protest detailing the provisions believed to have been violated;

**1.23.5.4** Details concerning the facts, which support the protest;

**1.23.5.5** Attachments of any written evidence available to substantiate the claims of the protest; and

**1.23.5.6** A statement specifying the ruling requested.

**1.23.6 Delivery of Protests:**

**1.23.6.1 By Mail:** Protests may be mailed in an envelope marked "PROTEST" with the solicitation number. Protests which are mailed should be addressed as follows:

Kathleen Oney  
Chief Procurement Officer  
City of Albuquerque, Purchasing Division  
P.O. Box 1293  
Albuquerque, NM 87103  
PROTEST, RFP Number

**1.23.6.2 By Electronic Mail:** Protests may be emailed to:

Kathleen Oney, Chief Procurement Officer  
[koney@cabq.gov](mailto:koney@cabq.gov)

The message should clearly indicate "PROTEST" and the RFP number in the subject line.

**1.23.7 Protest Response by Chief Procurement Officer:** The Chief Procurement Officer will, after evaluation of a protest, issue a response. Only the issues outlined in the written protest will be considered by the Chief Procurement Officer.

**1.23.8 Protest Hearing:** If a hearing is requested, the request must be included in the protest and received within the time limit. Only the issues outlined in the protest will be considered by the Chief Procurement Officer, or may be raised at a protest hearing. The granting of a hearing shall be at the discretion of the Chief Procurement Officer following review of the request.

## **1.24 Insurance:**

**1.24.1 General Conditions:** The City will require the successful Offeror, referred to as the Contractor, to procure and maintain at its expense during the term of the contract resulting from the RFP, insurance in the kinds and amounts hereinafter provided with insurance companies authorized to do business in the State of New Mexico, covering all operations of the Contractor under the contract. Upon execution of the contract and on the renewal of all coverages, the Contractor shall furnish to the City a certificate or certificates in form satisfactory to the City as well as the rider or endorsement showing that it has complied with these insurance requirements. All certificates of insurance shall provide those thirty (30) days written notice be given to the Risk Manager, Department of Finance and Administrative Services, City of Albuquerque, P.O. Box 470, Albuquerque, New Mexico, 87103, before a policy is canceled, materially changed, or not renewed. Various types of required insurance may be written in one or more policies. With respect to all coverages required other than professional liability or workers' compensation, the City shall be named an additional insured. All coverages afforded shall be primary with respect to operations provided.

**1.24.2 Approval of Insurance:** Even though the Contractor may have been given notice to proceed, it shall not begin any work under the contract resulting from this RFP until the required insurance has been obtained and the proper certificates (or policies) are filed with the City. Neither approval nor failure to disapprove certificates, policies, or the insurance by the City shall relieve the Contractor of full responsibility to maintain the required insurance in full force and effect. If part of the contract is sublet, the Contractor shall include any or all subcontractors in its insurance policies, or require the subcontractor to secure insurance to protect itself against all hazards enumerated herein, which are not covered by the Contractor's insurance policies.

**1.24.3 Coverage Required:** The kinds and amounts of insurance required are as follows:

**1.24.3.1 Commercial General Liability Insurance.** A commercial general liability insurance policy with combined limits of liability for bodily injury or property damage as follows:

\$2,000,000	Per Occurrence
\$2,000,000	Policy Aggregate
\$1,000,000	Products Liability/Completed Operations
\$1,000,000	Personal and Advertising Injury
\$ 5,000	Medical Payments

Said policy of insurance must include coverage for all operations performed for the City by the Contractor and contractual liability coverage shall specifically insure the hold harmless provisions of the contract resulting from this RFP.

**1.24.3.2 Automobile Liability Insurance.** A comprehensive automobile liability insurance policy with liability limits in amounts not less than \$1,000,000 combined single limit of liability for bodily injury, including death, and property damage in any one occurrence. The policy must include coverage for the use of all owned, non-owned, hired automobiles, vehicles and other equipment both on and off work.

**1.24.3.3 Workers' Compensation Insurance.** Workers' compensation insurance policy for the Contractor's employees, in accordance with the provisions of the Workers' Compensation Act of the State of New Mexico, (the "Act"). If the Contractor employs fewer than three employees and has determined that it is not subject to the Act, it will certify, in a signed statement, that it is not subject to the Act. The Contractor will notify the City and comply with the Act should it employ three or more persons during the term of the contract resulting from this RFP.

**1.24.4 Increased Limits:** During the life of the contract the City may require the Contractor to increase the maximum limits of any insurance required herein. In the event that the Contractor is so required to increase the limits of such insurance, an appropriate adjustment in the contract amount will be made.

**1.24.5 Additional Insurance:** The City may, as a condition of award of a contract, require a successful Offeror to carry additional types of insurance. The type and limit of additional insurance is dependent upon the type of services provided via the contract by the successful Offeror.

**1.25 Pay Equity Documentation.** All Proposals shall include a Pay Equity Reporting Form that can be accessed at <https://www.cabq.gov/gender-pay-equity-initiative>. Offerors who believe they are exempt because they are an out-of-state contractor (meaning that you have no facilities and no employees working in New Mexico) are not required to report data, but must still submit a Pay Equity Reporting Form with the box verifying the exempt status checked. **Any Proposal that does not include a Pay Equity Reporting Form shall be deemed nonresponsive, as stated in the Public Purchases Ordinance, 5-5-31.** A Pay Equity Reporting Form will be automatically issued within two (2) business days of completing your information at the link above. To ensure you have your form before the deadline for solicitation close, please access the link at least three (3) business days prior to the solicitation deadline. Please contact the "City Contact" identified above in Section 1.6 with any questions about the Pay Equity Reporting Form.

## PART 2 PROPOSAL FORMAT

**A “Proposal” consists of two distinct sections—a “Technical Proposal” and a “Cost Proposal”—that are submitted separately in Bonfire. Failure to submit the Technical Proposal and Cost proposal separate, shall result in the City deeming your submission non-responsive.**

### **2.1 Technical Proposal Format, Section One**

**2.1.1 Offeror Identification:** State name and address of your organization or office and nature of organization (individual, partnership or corporation, private or public, profit or non-profit). Subcontractors, if any, must be identified in a similar manner. Include name, email address and telephone number of person(s) in your organization authorized to execute the contract resulting from this RFP. Submit a statement of compliance with all laws stated herein. Submit a statement of agreement to the Required Contract Terms; state exceptions as directed in Section 1.11. Show receipt of Addenda if applicable. Provide a statement or show ability to carry the insurance specified.

**2.1.1.1** Describe the Offeror’s organization, including a statement of the number of professional, technical and clerical staff.

**2.1.1.2** List the names of professional staff who are licensed and/or certified to perform Right of Way Services by the State of New Mexico.

#### **2.1.2 Experience:**

**2.1.2.1 Current Experience.** State relevant experience of the company and person(s) who will be actively engaged in the proposed project, including experience of subcontractors. Submit resumes for the individuals who will be performing the services for the City, including a listing of State License Certifications, Licenses, professional designations, qualifications, education, experience and area(s) of ROW services expertise, including NM DOT ROW procedures manual, NMDOT Tribal/Local Public Agencies (T/LPA) Handbook for federal aid projects.

**2.1.2.2 Past Experience.** Describe the extent and variety of the Offeror's experience in providing services similar to the Scope of Services; state for whom the work was performed, year completed and a letter of reference regarding work done. References must be for work performed in the past three to five (3 to 5) years. DO NOT use City employees or any City elected officials as a reference. The City will not contact and will not assign any evaluation points for references from City employees or elected officials. State relevant experience with other municipalities or government entities.

**2.1.3 Proposed Approach to Tasks:** Discuss fully the Offeror's approach to the Scope of Services. The Scope of Services is intended to identify the minimum requirements of the contract awarded under this RFP. Offerors are encouraged to expand upon the Scope of Services or offer different approaches based upon their professional experience, which will accomplish the same level of performance as required by the Scope of Services. Offerors must, however, clearly demonstrate that the minimum requirements of the Scope of Services will be met.

**2.1.4 Management Summary:** Describe individual staff and subcontractor's responsibilities with lines of authority and interface with the City of Albuquerque staff. Describe resources to be drawn from in order to complete tasks.

**2.1.5 Certifications and Licensure:** The City requires that the Offeror(s) employed by the City shall have a New Mexico resident general certificate or license issued by the State of New Mexico. Offeror(s) will need to be licensed by the New Mexico Real Estate Commission and be a member of the International Right of Way Association (IRWA). Submit evidence of licensure or certification with your proposal.

Failure to submit attached proof of Certifications and Licensure in the proposal shall deem your proposal non-responsive.

## 2.2 Cost Proposal Format, Section Two

**2.2.1 Total Cost:** Submit your Cost Proposal (Appendix A) separately from your Technical Proposal (upload Appendix A in the City's eProcurement system [Bonfire](#)). Failure to submit your cost separately from your Technical Proposal shall result in your proposal being deemed non-responsive.

**2.2.2 The Cost Proposal shall at a minimum, contain the following information:**

- The cost for the entire project broken down by the activities or steps shown on the project schedule.
- Estimated periodic billing to the City based on the cost of the deliverable items.
- Cost or pricing details should be shown by task. This might include, but is not limited to:
- Hours by category, hourly rates, and total labor broken out by professional and other labor. Rates are to include all overhead and profit.
- Travel, lodging, and other direct travel expenses.
- Subcontract costs if applicable, and additional consulting beyond the scope of the described tasks (if requested).

**2.2.3 Offerors should show detailed costs** by task and number of hours dedicated to each task as listed in the specifications.

**2.2.4 All Costs:** All costs to be incurred and billed to the City shall be described by the Offeror for each item, to allow for a clear evaluation and comparison, relative to other Proposals received. All costs shall include any applicable gross receipts taxes. The Offeror should understand that the City will not pay for any amounts not included in the cost Proposal for example, insurance or taxes and that liability for items not included remains with the Offeror.

**2.2.5 An example** of the preferred format is attached to this RFP. Your response to this section will be used in performing a cost/price analysis.

## PART 3

### SCOPE OF SERVICES

#### 3.1 Scope of Services include:

**3.1.1 Title Review:** Review preliminary title commitments provided by the Real Property Division for standard owner's coverage, including each listed exception. Review each title or easement coverage exception to determine which exceptions require removal, additional negotiations, or pose obstacles or delays to the acquisition process and make recommendations. Provide the Real Property Division with a parcel summary memo that lists all ownerships, title exceptions, conflicting easements, or other rights of record and comments or concerns for each parcel.

**3.1.2 Preparation and Administration:** Offeror(s) shall meet virtually or in person with the Real Property Division to obtain background on the project, contracts, and preferences. Prepare offer letter and acquisition documents in accordance with statutory requirements. Prepare tracking and status documents in a form satisfactory to the city (Actual Right of Way Cost Summary form to be provided by the City). Provide written and verbal weekly reports detailing information relative to each site to be acquired. The Consultant shall be available to meet in person with the Real Property Division to discuss project progress and status. Offeror(s) shall maintain records of licensure in accordance with statutory, regulatory, and policy requirements. Prepare parcel files in writing or electronically and in a satisfactory format determined by the Real Property Division. Shall include fair offer letters, documents, account of all actions in standard diary form indicating all contacts with owner(s), and other items necessary for negotiations. The City shall engage the selected Right of Way Company on a project-by-project basis by giving the selected Right of Way Agent an engagement letter (Engagement Letter") for each Right of Way project, which letter shall include assignment, identification cost, and delivery date.

The intended user of the Services for each Right of Way project is the City of Albuquerque unless otherwise agreed upon in writing by the City and the selected Right of Way Company in the Engagement Letter for an appraisal project. The intended use of the Services for each Right of Way project shall be stated in the Engagement Letter for the Right of Way project. The selected Right of Way Client for each Right of Way project is the Right of Way Supervisor.

The city shall receive a Right-of-Way report as an electronic Preliminary Draft until the report has been reviewed and approved by the City. After the city reviews and approves a report, an electronic version and two paper copies will be delivered to the City.

**3.1.3 Appraisal and Appraisal Review:** Review appraiser sub-consultants utilizing City appraisers on contract. Prepare a Project Funding Estimate (PFE) by the appraiser. The PFE form is to be provided by the Real Property Division. Manage appraisal and appraisal review process.

Coordinate appraisal and appraisal review delivery schedule. Review appraisals and appraisal reviews in preparation for signature by the Real Property Division.

**3.1.4 Acquisitions:** Present offers in person whenever possible to the property owner of record per the Bernalillo County tax records. Negotiate with each property owner and/or their representatives in accordance with City, State or Federal statutory and regulatory requirements. Negotiate as necessary with lien holders and easement holders to remove title defects. Maintain a current detailed diary on each parcel in accordance with New Mexico Department of Transportation ("NMDOT") Right of Way Manual. The acquisition agent shall perform "good faith negotiations," as defined by The Uniform Act, and make a sufficient number of contacts with each owner in an effort to secure the needed property rights. Forward all administrative settlements to the Real Property Division for approval. If negotiations reach an impasse, the consultant shall provide the Real Property Division with written notification. The filing

and cost of condemnation proceedings shall be the responsibility of the Real Property Division.

**3.1.5 Relocations:** Prepare a relocation plan for the project in a format acceptable to the Real Property Division and in accordance with the Uniform Act in accordance with City, State or Federal statutory and regulatory requirements. Consult with the Real Property Division Manager or the City Department to determine eligibility and statutory relocation options consistent with the relocation plan. Calculate relocation benefits as determined by the Relocation Act. Facilitate move and cost reimbursement process. Manage the relocation process to ensure coordination of activities until the displaced is completely moved out and into a replacement dwelling. Perform post-closing auditing of files to ensure compliance with federal, state, and City regulations.

**3.1.6 Closing:** Prior to sending the file for closing, request the date down on the title report from the designated Title Company. Obtain required City of Albuquerque signatures on deeds and closing documents, varied per project.

Follow established Real Property procedure for closing parcels managed by the Offeror(s) consultant. Submit the necessary documents and instructions to the designated Title/Escrow Company. Work with the Title Company to remove exceptions to title and obtain title policies. Review closing statements and obtain City signatures and approvals. The Real Property Division will

perform all closings that do not require escrow unless advised otherwise. Deliver completed files and diaries in a form satisfactory to the Real Property Division for necessary state and federal approvals.

**3.1.7 Certification:** Assure proper documentation for funding certification. Provide certification advisory review services as necessary. This may include being available to the NMDOT auditor during their file review. Meet with the City of Albuquerque, Department of Municipal Development-Real Property Division and/or property owners as needed to discuss and assist in resolving any issues regarding the acquisition/relocation of the project. Provide a 23

closing report/punch list of any outstanding project or relocation claims and issues. Complete NMDOT Parcel or Relocation Review Worksheets for each file.

**3.1.8 Payments:** Reporting and delivering all payments in a timely manner as well as full record keeping by the City of Albuquerque of all payments made and or missed.

**3.1.9 Status Reports and Record Keeping:** Full records of the entire transaction kept in both paper and electronically to be submitted at the completion of the project.

**3.1.10 Inspections:** Assess condition, usage, and compliance with regulations, typically conducted by a government agency or surveyor to ensure proper access and usage of that area for public purposes like roads, utilities, or pedestrian pathways while verifying that no encroachments or unauthorized activities are occurring within the right of way boundaries

**3.1.11 Negotiations:** On behalf and in the interest of the city in all aspects of the right-of-way process. Conduct preparation and research, such as understanding Stakeholder needs by identifying the interests of all parties involved, including landowners, contractors, and regulatory bodies. Define clear objectives, such as determining non-negotiable terms, budget constraints and project timelines. Fostering Collaborative Relationships by building trust by engaging in open and honest communication to establish credibility and trust with all parties. Seeking win-win solutions by aiming for agreements that satisfy the core interests of all stakeholders, fostering long-term partnerships. Actively listen and pay close attention to the concerns and needs of the other party to identify mutually beneficial solutions. Collaboratively address challenges by exploring creative solutions that meet the objectives of all parties involved. Ensure all terms, conditions, and expectations are clearly outlined in the contract to prevent future disputes. Maintain clear and consistent communication throughout the project to keep all parties informed of progress and any issues that arise.

**3.1.12 Surveys:** Review and order land title documents, identify encumbrances, work with design engineers to determine easements,<sup>4</sup>

determine the amount of property to acquire for additional right of way, and prepare legal descriptions.

**3.1.13 Replats:** Local ordinances and regulations shall be followed regarding the process for replating property, including any necessary approvals from relevant authorities. Notify all parties with interest in the property, including neighboring land owners, of the replat process.

**3.1.14 Vacations:** Vacation of Right of Way proceedings as regulated by the NMDOT and local city and county ordinances.

## PART 4

### EVALUATION OF PROPOSALS

**4.1 Selection Process.** The Mayor of Albuquerque shall name, for the purpose of evaluating the Proposals, an Ad Hoc Advisory Committee. On the basis of the evaluation criteria established in this RFP, the Committee shall submit to the mayor a list of qualified firms in the order in which they are recommended. Proposal documentation requirements set forth in this RFP are designed to provide guidance to the Offeror concerning the type of documentation that will be used by the Ad Hoc Advisory Committee. Offerors should be prepared to respond to requests by the Purchasing Office on behalf of the Ad Hoc Advisory Committee for oral presentations, facility surveys, demonstrations or other areas deemed necessary to assist in the detailed evaluation process. Offerors are advised that the city, at its option, may award this request on the basis of the initial Proposals.

**4.1.1 Selection of Finalist Offerors (If Applicable).** The Ad Hoc Advisory Committee may select Finalist Offerors (also known as the “short list”). The Purchasing Office will notify the Finalist Offerors. Only Finalist Offerors will be invited to participate in the subsequent steps of the procurement if this Finalist process is used.

**4.1.2. Oral Presentation or Demonstrations by Finalists (If Applicable).** Finalist Offerors may be required to present their proposals to the Ad Hoc Advisory Committee (“Oral Presentation”). The Purchasing Office will schedule the time for each Finalist Offeror’s presentation. All Finalist Offeror Oral Presentations will be held remotely via Zoom unless notified otherwise. Each Oral Presentation will be limited to one (1) hour in duration unless notified otherwise. NOTE: The scores from the initial proposal evaluation will only carry over to the Oral Presentation evaluation in the case of a tie score after Oral Presentations.

**4.2 Evaluation Criteria.** The following general criteria, not listed in order of significance, will be used by the Ad Hoc Advisory Committee in recommending contract award to the Mayor. The Proposal factors will be rated on a scale of **0-1000** with weight relationships as stated below.

#### **4.2.1 Evaluation Factors:**

**300** -- The Offeror's profile, general company information, references information, detailed approach to tasks, authorized personnel, and organizational structure meets the requirements of the RFP.

**200** --Experience and qualifications of the Offeror and personnel as shown on staff resumes to perform tasks described in Part 3, Scope of Services.

**100** -- Adequacy of proposed project management and resources to be utilized by the Offeror.

**100** --The Offeror's past performance on projects of similar scope and size.

**200** -- The overall ability of the Offeror, as judged by the evaluation committee, to successfully complete the services. This judgment will be based upon factors such as the project management plan and availability of staff and resources.

**100** -- Cost Proposal – The costs proposed by the Contractor as described in Section 2.2 of this RFP to perform the tasks listed in Part 3, Scope of Services. The evaluation of this section will occur after the technical evaluation, based on a cost/price analysis.

**4.2.2 Cost/Price Factors:** The evaluation of cost factors in the selection will be determined by a cost/price analysis using your proposed figures. Please note that the lowest cost is not the sole criterion for recommending contract award.

**4.2.3 Cost Evaluation.** The cost/price evaluation will be performed by the City Purchasing Division or designee. A preliminary cost review will ensure that each Offeror has complied with all cost instructions and requirements. In addition, Proposals will be examined to ensure that all proposed elements are priced and clearly presented. Cost Proposals that are incomplete or reflect significant inconsistencies or inaccuracies will be scored accordingly or may be rejected by the Ad Hoc Advisory Committee if lacking in information to determine the value/price/cost relative to the services proposed.

**APPENDIX A**

**Cost Proposal Form  
ROW Services Fees  
(NMGRT INCLUDED)**

**ROW SERVICES**

<b>Member</b>	<b>Hourly Rate</b>
Professional Staff (ROW Agent)	\$
Technical Staff	\$
Clerical Staff	\$

**ACQUISITIONS**

<b>Member</b>	<b>Hourly Rate</b>
Professional Staff (ROW Agent)	\$
Technical Staff	\$
Clerical Staff	\$

**CONSULTING**

<b>Member</b>	<b>Hourly Rate</b>
Professional Staff (ROW Agent)	\$
Technical Staff	\$
Clerical Staff	\$

**RELOCATION**

<b>Member</b>	<b>Hourly Rate</b>
Professional Staff (ROW Agent)	\$
Technical Staff	\$
Clerical Staff	\$

**TITLE WORK**

<b>Member</b>	<b>Hourly Rate</b>
Professional Staff (ROW Agent)	\$
Technical Staff	\$
Clerical Staff	\$

**TRIAL PREPARATION AND APPEARANCE**

<b>Member</b>	<b>Hourly Rate</b>
Professional Staff (Appraiser)	\$
Professional Staff (Contractor)	\$
Professional Staff (ROW Agent)	\$

***Failure to submit the Technical Proposal and this Cost proposal separately, shall result in the City deeming your submission non-responsive as directed at the beginning of Part 2***

## APPENDIX B

### FEDERALLY-REQUIRED CONTRACT PROVISIONS IN COMPLIANCE WITH 2 CFR PART 200, APPENDIX II

All Contractors with Agreements funded in whole or in part with federal funds shall be required to comply with 2 CFR Part 200, Appendix II, as follows:

1.	<p><b>Equal Employment Opportunity</b></p> <p>During the performance of this contract, the Contractor agrees as follows:</p> <p>(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:</p> <p>Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.</p> <p>(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment</p>	<p>All contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3; construction work.</p>
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<p>without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.</p> <p>(3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.</p> <p>(4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.</p> <p>(5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.</p> <p>(6) The Contractor will furnish all information and</p>	
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<p>reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.</p> <p>(7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.</p> <p>(8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:</p> <p>Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation</p>	
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<p>with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.</p> <p>The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.</p> <p>The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.</p> <p>The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor</p>	
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	<p>pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.</p>	
<p>2.</p>	<p><b>Davis Bacon Act</b></p> <p>The Contractor agrees to place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or sub-contract must be conditioned upon the acceptance of the wage determination. The Contractor must report all suspected or reported violations to the City, who will report the same to the federal awarding agency.</p> <p>All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) and the requirements of 29 CFR Part 5, as applicable.</p> <p>Contractor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in wage determination made by the Secretary of Labor. Additionally, Contractor is required to pay wages not less than once a week.</p>	<p>All prime construction contracts in excess of \$2,000 awarded by non-Federal entities; construction work</p>
<p>3.</p>	<p><b>Copeland Anti-Kickback Act</b></p> <p>Contractor shall comply with 18 U.S.C. §874, 40</p>	<p>For construction work over</p>

	<p>U.S.C. §3145, and the requirements of 29 CFR Part 3 as may be applicable, which are incorporated by reference into this contract.</p> <p>The Contractor or Subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA or other applicable federal agency may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor with all of these contract clauses.</p> <p>A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor or subcontractor as provided in 29 CFR §5.12.</p>	<p>\$2,000</p>
<p>4.</p>	<p><b>Contract Work Hours and Safety Standards Act</b></p> <p>Overtime requirements: No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.</p> <p>Violation; liability for unpaid wages; liquidated damages: In the event of any violation of the clause set forth in paragraph (b)(1) of this section, the Contractor or any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to</p>	<p>For contracts over \$100,000 or that involve mechanics or laborers</p>

	<p>the United States, for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section.</p> <p>Withholding for unpaid wages and liquidated damages: The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.</p> <p>Subcontracts: The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of 29 CFR §5.5, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of 29 CFR §5.5.</p>	
<p>5.</p>	<p><b>Rights to Inventions Made under a Contract or Agreement</b></p> <p>If the award meets the definition of “funding agreement” under 37 CFR §401.2(a) and the City wishes to enter into a contract with a small business</p>	<p>For funding agreements under 37 CFR 401.2(a)</p>

	<p>firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the City must comply with the requirements of 37 CFR Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA or other applicable federal agency.</p>	
<p>6.</p>	<p><b>Clean Air Act and Federal Water Pollution Control Act</b></p> <p>The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §7401 <i>et seq.</i></p> <p>The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to FEMA or other applicable federal agency, and the appropriate Environmental Protection Agency Regional Office.</p> <p>The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA or other applicable federal agency.</p>	<p>For contracts over \$150,000</p>
<p>7.</p>	<p><b>Debarment and Suspension</b></p> <p>This Agreement is a covered transaction for purposes of 2 CFR Part 180 and 2 CFR Part 3000. As such, the Contractor is required to verify that none of the Contractor’s principals (defined at 2 CFR §180.995) or its affiliates (defined at 2 CFR</p>	<p>For all contracts:</p> <p>1) over \$25,000, 2) requiring federal agency</p>

	<p>§180.905 are excluded (defined at 2 CFR §180.940) or disqualified (defined at 2 CFR §180.935).</p> <p>Contractor must comply with 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.</p> <p>This certification is a material representation of fact relied upon by the City. If it is later determined that the Contractor did not comply with 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C, in addition to remedies available to the City, the federal government may pursue available remedies, including but not limited to, suspension and/or debarment.</p> <p>The bidder or proposer agrees to comply with the requirements of 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C, while this offer is valid and throughout the period of any contract that may arise from this offer. This bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.</p>	<p>approval, 3) for federally required audit services, or 4) a subcontract meeting requirement 1 or 2</p>
<p>8.</p>	<p><b>Byrd Anti-Lobbying Amendment</b></p> <p>Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. §1352. Each tier shall also disclose any lobbying</p>	<p>For all contracts; contracts over \$100,000 must certify compliance</p>

	<p>with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certifications to the awarding agency.</p> <p>If the Agreement exceeds \$100,000, the Contractor must certify compliance with the Byrd Anti-Lobbying Amendment.</p>	
<p>9.</p>	<p><b>Procurement of Recovered Materials</b></p> <p>In the performance of this Agreement, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:</p> <ol style="list-style-type: none"> <li>1. Competitively within a time frame providing for compliance with the Agreement performance schedule;</li> <li>2. Meeting Agreement performance requirements; or</li> <li>3. At a reasonable price.</li> </ol> <p>Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <a href="https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program">https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program</a>.</p> <p>The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.</p>	<p>For state or political subdivision of the state, if the purchase price of an item exceeds \$10,000 (including value of item acquired over the year)</p>
<p>10.</p>	<p><b>§ 200.216 Prohibition on certain telecommunications and video surveillance services or equipment.</b></p> <p>(a) Recipients and sub recipients are prohibited from</p>	<p>For all contracts</p>

<p>obligating or expending loan or grant funds to:</p> <p>(1) Procure or obtain;</p> <p>(2) Extend or renew a contract to procure or obtain; or</p> <p>(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).</p> <p>(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).</p> <p>(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.</p> <p>(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or</p>	
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	<p>controlled by, or otherwise connected to, the government of a covered foreign country.</p> <p>(b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.</p> <p>(c) See Public Law 115-232, section 889 for additional information.</p> <p>(d) See also § 200.471.</p>	
<p>11.</p>	<p><b>§ 200.322 Domestic preferences for procurements.</b></p> <p>(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.</p> <p>(b) For purposes of this section:</p> <p>(1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the</p>	<p>For all contracts</p>

	<p>application of coatings, occurred in the United States.</p> <p>(2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.</p>	
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## APPENDIX C

### CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS – PRIMARY COVERED TRANSACTIONS

The \_\_\_\_\_, certifies to the  
best of its knowledge and

*(Company/Contractor)*

belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment,  
declared

ineligible, or voluntarily excluded from covered transactions by any Federal  
department or agency;

(2) Have not within a three-year period preceding this Agreement been  
convicted or

had a civil judgment against them for commission or fraud or a criminal  
offense in connection with obtaining, attempting to obtain, or performing a  
public (Federal, State or Local) transaction or Agreement under a public  
transaction; violation of Federal or State antitrust statutes or commission of  
embezzlement, theft, forgery, bribery, falsification or destruction of records,  
making false statements or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged  
by a

governmental entity (Federal, State or Local) with commission of any of the  
offenses enumerated in paragraph (2) of this certification; and

(4) Have not within a three-year period preceding this agreement had  
one or more

public transactions (Federal, State or Local) terminated for cause or  
default.

Where the Contractor is unable to certify to any of the statements in this  
certification, such Contractor shall attach an explanation to this certification.

THE \_\_\_\_\_ COMPANY/CONTRACTOR,  
CERTIFIES OR AFFIRMS  
THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE  
STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION.

Executed on this date: \_\_\_\_\_.

By

\_\_\_\_\_  
(Signature of authorized official)

\_\_\_\_\_  
(Title of authorized official)

## **INSTRUCTIONS FOR SUSPENSION DEBARMENT CERTIFICATION**

1. By signing and submitting this form, the prospective lower-tier participant is providing the certification set out on the previous page in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower-tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower-tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower-tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms “transaction”, “debarred”, “suspended”, “ineligible”, “lower-tier covered transaction”, “participant”, “person”, “primary covered transaction”, “principal”, “proposal”, and “voluntarily excluded”, as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower-tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower-tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower-tier participant further agrees by submitting this form that he or she will include this clause titled Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower-Tier Covered Transactions, without modification, in all lower-tier covered transactions and in all solicitations for lower-tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower-tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-Procurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant are not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower-tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment

## APPENDIX D

### CERTIFICATION OF RESTRICTIONS ON LOBBYING

I,

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\_\_, hereby certify on behalf of  
(Name and title of Official)

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that;

(Name of Company)

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee or Member of Congress in connection with the awarding of any Federal Agreement, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal Agreement, grant, loan or cooperative agreement.

(2) If any funds other the Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal Agreement, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-agreements, sub-grants, and Agreements under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. For purposes of this Certification, the Agreement shall be considered a federal Agreement. This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is prerequisite for making or entering into this transaction imposed by Section 1352, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Executed on this date: \_\_\_\_\_.

By

\_\_\_\_\_  
(Signature of authorized official)

\_\_\_\_\_  
(Title of authorized official)

## APPENDIX E

### CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY

This certification is required pursuant to Executive Order 11246 (30 F. R. 12319-25). The implementing rules and regulations provide that any bidder or perspective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract or subcontract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven calendar days after bid opening. No contract shall be awarded unless such report is submitted.

\_\_\_\_\_

### CERTIFICATION OF BIDDER

Bidder's Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

1. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause. Yes \_\_\_\_\_ No \_\_\_\_\_

2. Compliance reports were required to be filed in connection with such contract or subcontract. Yes \_\_\_\_\_ No \_\_\_\_\_

\_\_\_\_\_

Certification -- The information above is true and complete to the best of my

knowledge and belief.

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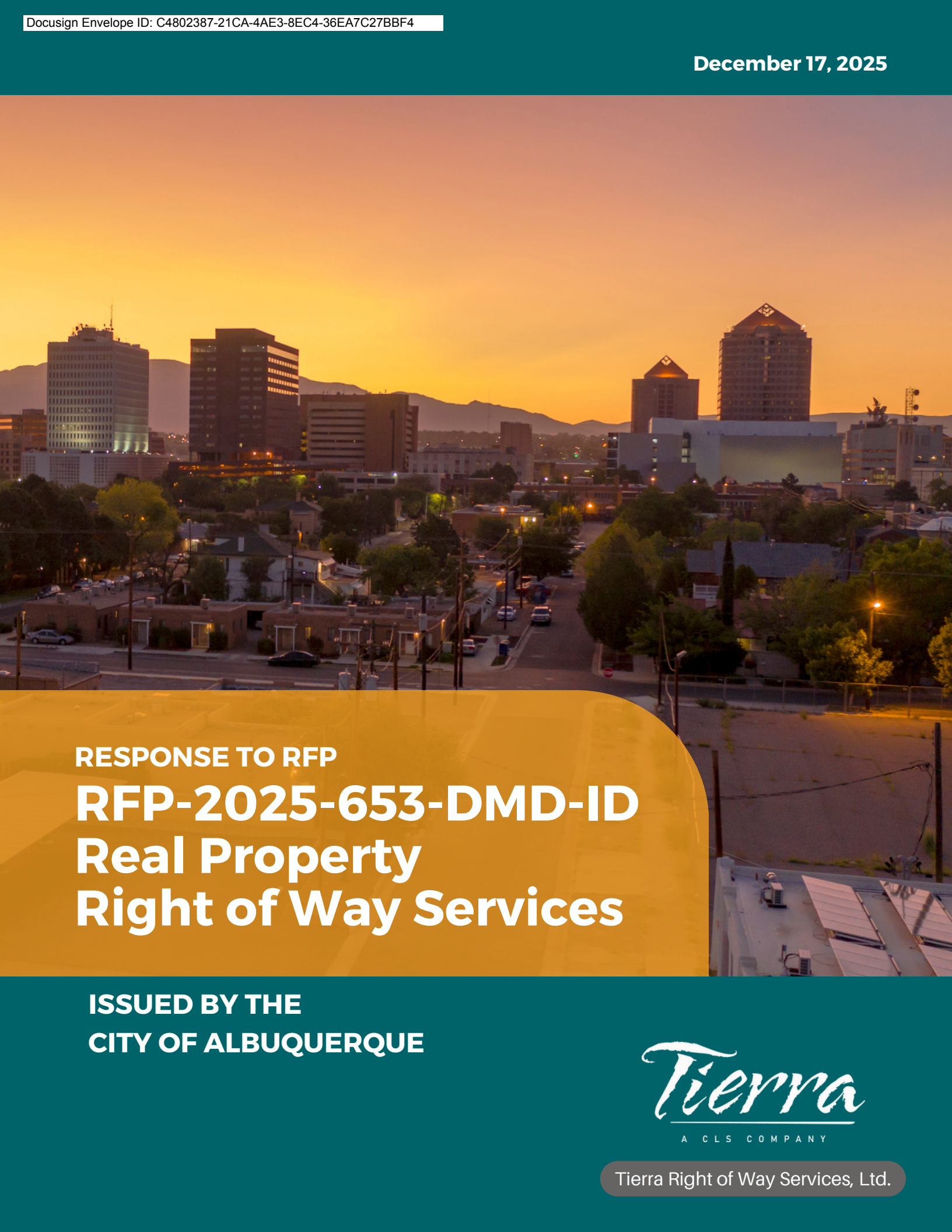
NAME AND TITLE OF SIGNER (PLEASE TYPE)

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SIGNATURE

DATE

December 17, 2025



**RESPONSE TO RFP**  
**RFP-2025-653-DMD-ID**  
**Real Property**  
**Right of Way Services**

**ISSUED BY THE**  
**CITY OF ALBUQUERQUE**

*Tierra*  
A CLS COMPANY

Tierra Right of Way Services, Ltd.



12/17/2025

Isaiah Davila

City of Albuquerque Department of Finance and Administrative Services: Purchasing Division

**Re: RFP-2025-653-DMD-ID Real Property Right of Way Services**

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Dear Isaiah Davila,

City of Albuquerque (the City) can look to **Tierra Right of Way Services, Ltd. (Tierra)**, as a trusted partner to deliver high-quality real estate services, meeting all your needs ethically and professionally. **We are pleased to offer this proposal as an opportunity to continue our relationship with the City.**

Tierra has provided real estate and right of way consulting services to clients across the western United States since 1989 and **throughout New Mexico since 1996**. We specialize in projects following Local Agency Guidelines and the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (the Uniform Act). Our experience providing real estate services to government agencies in New Mexico, and adapting to local processes and regulations, is **unmatched by any firm in New Mexico or the Southwest**.

Tierra has reviewed and accepts the Terms and Conditions of the Agreement. We further acknowledge receipt of Addendum 1 issued November 21, 2025. As Vice President, I have full authority to contractually obligate Tierra and to negotiate the contract. I can be reached by phone at (206) 677-8332, by cell phone at (360) 870-0190, or by email at [lfindlay@tierra-row.com](mailto:lfindlay@tierra-row.com). **Meghan Bayer** will serve as the Project Manager for this contract. Either Meghan or I can be reached for clarification. Meghan can be reached by phone at (505) 820-6656, by cell phone at (505) 228-0902, or by email at [mbayer@tierra-row.com](mailto:mbayer@tierra-row.com).

Sincerely,

A handwritten signature in black ink that reads "Leslie Findlay". The signature is written in a cursive, flowing style.

Leslie Findlay, SR/WA, R/W-RAC  
Vice President, Right of Way



## OFFEROR IDENTIFICATION

### **Name:**

Tierra Right of Way Services, Ltd. (Corporation).

### **Addresses:**

#### **Headquarters**

1575 E River Rd #201  
Tucson, AZ 85718  
(800) 887-0847

#### **Albuquerque Office**

7500 Jefferson Street NE #206  
Albuquerque, NM 87109  
505-433-3748

#### **Santa Fe Office**

1600 Lena Street #F2  
Santa Fe, NM 87505  
505-820-6656

### **Name, email address and telephone number of person(s) in your organization authorized to execute the contract:**

Leslie Findlay  
360-870-0190  
lfindlay@tierra-row.com

### **Statement of compliance and agreement to the Required Contract Terms**

Tierra Right of Way Services complies with all laws stated within the RFP in its entirety (including any appendices and addenda). Tierra has reviewed and accepts the Required Contract Terms contained with the RFP, Appendices, and Addenda. Tierra takes no exceptions and is prepared to accept contract terms as stated. We acknowledge receipt of Addendum 1 issued November 21, 2025. Tierra meets all insurance requirements set for by the City. Our Certificate of Insurance is included in our proposal package in Appendix A.

### **Offeror Organization**

Tierra Right of Way Services, Ltd. (Tierra) is a land services company offering a full range of real estate, right of way acquisition, and relocation services. Tierra is a nationally recognized, multi-disciplined firm with a strong reputation among public agencies for providing high quality land services. A state of New Mexico-certified Resident Business since 1996 (certificate in Appendix A), Tierra has offices in Albuquerque and Santa Fe. Tierra is highly knowledgeable of applicable laws, regulations, and policies relevant to the completion of acquisition activities for local agency projects and holds extensive experience in their practical application for agencies throughout New Mexico. Our staff are experts in providing acquisition services to local government agencies in conformance with Federal funding requirements and have a proven track record of successfully completing complex acquisitions and negotiations.

## Real Estate/Right of Way Services Offered by Tierra

- » Project Management & Administration
- » Route & Site Feasibility Studies
- » Title Research & Analysis
- » Appraisal & Appraisal Review
- » Negotiations & Acquisitions
- » Escrow Coordination & Closings
- » Relocation Planning & Assistance
- » Local, State & Federal Permitting
- » Uniform Act Compliance & Reviews
- » Right of Way Certification

## *Staff Breakdown*

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**Number of Employees (Firmwide): 63**

**Number of Professional Staff (Firmwide): 50**

**Number of Technical Staff (Firmwide): 5**

**Number of Clerical Staff (Firmwide): 8**

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**Number of Employees (NM): 9**

**Number of Professional Staff (NM): 9** Licensed New Mexico Real Estate Brokers

## Names of Licensed Professional Staff

\*See Appendix C for Licenses

Name	NM Real Estate License Number	Status	Qualifying Broker and Brokerage
Meghan Bayer	REC-2023-0626	Active – Qualifying Broker	Qualifying Broker Tierra Right of Way Services, Ltd. Qualifying Brokerage
Monica Rodriguez	54020	Active – Associate Broker	Meghan Bayer, Qualifying Broker Tierra Right of Way Services, Ltd. Qualifying Brokerage
Houston Ice	REC-2023-0215	Active – Associate Broker	Meghan Bayer, Qualifying Broker Tierra Right of Way Services, Ltd. Qualifying Brokerage
Wade Patterson	REC-2025-0177	Active -Qualifying Broker working as an Associate Broker	Meghan Bayer, Qualifying Broker Tierra Right of Way Services, Ltd. Qualifying Brokerage
Cody Ellis Heindselman	REC-2022-0178	Active – Associate Broker	Meghan Bayer, Qualifying Broker Tierra Right of Way Services, Ltd. Qualifying Brokerage
Angelica Gutierrez	REC-2022-1231	Active – Associate Broker	Meghan Bayer, Qualifying Broker Tierra Right of Way Services, Ltd. Qualifying Brokerage
Mary-Ann McBride-Andrews	REC-2022-1126	Active – Associate Broker	Meghan Bayer, Qualifying Broker Tierra Right of Way Services, Ltd. Qualifying Brokerage
Nicolas Ortiz y Pino	REC-2023-0788	Active – Associate Broker	Meghan Bayer, Qualifying Broker Tierra Right of Way Services, Ltd. Qualifying Brokerage
Jeana Enrietta	REC-2023-0160	Active – Associate Broker	Meghan Bayer, Qualifying Broker Tierra Right of Way Services, Ltd. Qualifying Brokerage

## EXPERIENCE

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### *Current Experience*

Tierra was founded as a local right of way firm providing **acquisition and relocation assistance to Cities, Counties, and private-sector clients**. Over the years, we have steadily become the nationally recognized firm we are today and are proud to be one of the top turnkey land services firms in the western United States. **Tierra delivers quality and cost-effective services for our clients through the expertise of our experienced, local land service professionals.**

Tierra is highly knowledgeable of relevant Federal, State, County, and municipal laws, regulations, and policies, and **we have extensive experience in their practical application for public agencies throughout New Mexico and the Southwest.**

Our staff are experts in the Uniform Act, specializing in providing services in conformance with Federal funding requirements. **Tierra staff is knowledgeable in the specific requirements of the Federal Highway Administration (FHWA) and the New Mexico Department of Transportation (NMDOT).** Our staff regularly completes local government projects throughout New Mexico in accordance with the guidelines of the NMDOT Right of Way Handbook, **working closely with NMDOT Right of Way Bureau staff and local governments to ensure projects receive their right of way certification within the time constraints to meet funding deadlines.**

**We have a 100% success rate in obtaining right of way certification for our projects.**

Tierra warrants that all of our Acquisition Agents and management staff are fully trained and knowledgeable in all industry regulations and their practical application. As applicable, services provided under this contract will be completed in accordance with the Uniform Act, the NMDOT Right of Way Handbook, and all other applicable procedures and laws. **Our Acquisition Agents are actively licensed Real Estate Brokers working under the direct supervision of Tierra's Qualifying Broker, and each is individually approved by the NMDOT Right of Way Bureau to act as an Acquisition Agent on local government projects with NMDOT oversight.** Tierra has a proven track record of successfully completing projects with NMDOT oversight in conformance with the Uniform Act and the NMDOT Right of Way Handbook.

## **Tierra's Specialized Technical Experience**

- » Over **35 years of experience** completing right of way and acquisition projects for government agencies.
- » **100% success rate** in obtaining right of way certifications from state and federal agencies.
- » In-house staff who are highly knowledgeable in the specific requirements of **the Uniform Act, FHWA, and NMDOT.**
- » Specialized Technical Experience of our New Mexico Staff.
- » **Recognized leaders in the industry** providing training and technical assistance to local government agencies in New Mexico.
- » Long-term staff with extensive training and **experience in implementing successful projects for the City of Albuquerque.**
- » Properly licensed and actively practicing **New Mexico Real Estate Brokers.**



## In-house Tierra Right of Way Services Key Staff Members

\*See Appendix B and C for Staff Licenses and Resumes

Team Member	Education, Licenses, Certifications, and Credentials	Knowledge, Expertise, Relevant Experience Narrative, and Client References
<p><b>Meghan Bayer, MCRP, SR/WA</b>                      Director of Right of Way, New Mexico                      Project Role: Lead Project Manager/Project Administration</p>	<p>Master of Community and Regional Planning, University of New Mexico, 2008</p> <p>Graduate Certificate, Historic Preservation and Regionalism, University of New Mexico, 2008</p> <p>B.A., French Studies, University of Minnesota, 2002</p> <p>Licensed Real Estate Qualifying Broker, New Mexico, No. REC-2023-0626</p> <p>IRWA Designated Senior Right of Way Professional Certification, 2025</p>	<p>» Licensed New Mexico Real Estate Qualifying Broker, active license in good standing with New Mexico Real Estate Commission</p> <p>» Individually approved by NMDOT Right of Way Bureau to complete projects with NMDOT oversight</p> <p>» 12 Years of experience completing projects in conformance with Uniform Act &amp; NMDOT Right of Way Handbook</p> <p>» Expertise in projects with FHWA funding and NMDOT oversight</p> <p>» Regularly provides training to local agency staff on right of way best practices, completing acquisitions and relocations under the Uniform Act and the NMDOT right of way process.</p> <p>Ms. Bayer joined Tierra in 2015 with 11 years of experience in program and project management, working primarily for local and State government agencies in New Mexico. As Director of Right of Way, she oversees right of way acquisition and relocation activities for public and private clients, including for transportation improvement projects following NMDOT and Federally funded project guidelines. Ms. Bayer regularly coordinates and manages a team of subconsultants, communicates with property owners, and secures corridors and negotiates for necessary rights of way. She also advises clients and staff on right of way practices and procedures and often works with the NMDOT Right of Way Bureau to secure right of way certifications. With a background in public agency work and community planning, Ms. Bayer has worked with and created connections among diverse stakeholders and interests and communities throughout New Mexico.</p> <p><i>Client References: 1) Santa Fe County, Scott Kaseman, Project Manager III, (505) 992-9887, skaseman@santafecountynm.gov; 2) City of Albuquerque, Debbie Bauman, Planning and Program Manager, (505) 270-0758, dbauman@cabq.gov</i></p>
<p><b>Monica Rodriguez, SR/WA</b>                      (cont`d)</p>	<p>B.A., Theater/ Women’s Studies, Arizona State University, 2004                      (cont`d)</p>	<p>» Licensed New Mexico Real Estate Associate Broker, active license in good standing with New Mexico Real Estate Commission</p> <p>» Individually Approved by NMDOT Right of Way Bureau to complete projects with NMDOT oversight</p> <p>» 6 Years of experience completing projects in conformance with Uniform Act &amp; NMDOT Right of Way Handbook                      (cont`d)</p>

<p><b>Monica Rodriguez, SR/WA</b> Right of Way Project Manager Project Role: Project Manager/Project Administration</p>	<p>(cont`d) Designated Senior Right of Way Agent (SR/WA), IRWA, 2021 Practical Project Management Certificate, University of New Mexico, 2021 Licensed Real Estate Associate Broker, New Mexico, No. 54020</p>	<p>(cont`d) » Expertise in projects with Federal funding and NMDOT oversight  Ms. Rodriguez has been involved in right of way activities for the past 6 years, successfully completing acquisition and relocation projects for public agencies. She is skilled at negotiating with property owners regarding purchase, condemnation, construction, maintenance, and encroachment agreements. Ms. Rodriguez uses her expertise to train and educate new team members. She is knowledgeable in all stages of the acquisition and relocation processes under a variety of funding sources, including Uniform Act compliance and projects with NMDOT oversight. Ms. Rodriguez is highly experienced in providing acquisition services and relocation assistance services for commercial and residential properties from start to finish.  <i>Client References: 1) City of Rio Rancho, Arnell Friedt, P.E., Capital Improvements Section Manager, (505) 896-8242, afriedt@rrnm.gov; 2) City of Albuquerque, Debbie Bauman, Planning and Program Manager, (505) 270-0758, dbauman@cabq.gov</i></p>
<p><b>Shenique Colby, RW-RAC</b> Relocation Project Manager Project Role: Lead Relocation Manager</p>	<p>Designated Relocation Assistance Certification (R/W-RAC), IRWA, 2022 General Courses, Phoenix College, 1991–1992 Business Courses, Glendale Community College, 1992–1993 Licensed Real Estate Salesperson, Arizona No. SA638232000 (Note: New Mexico real estate license not required for staff performing relocations only)</p>	<p>» Licensed Real Estate Salesperson, active license in good standing with Arizona Department of Real Estate » Individually Approved by NMDOT Right of Way Bureau to complete projects with NMDOT oversight » 25 Years of experience completing projects in conformance with Uniform Act and DOT handbooks » 6 Years of experience completing projects in conformance with the NMDOT Right of Way Handbook » Expertise in complex and unique residential and business relocations in conformance with Uniform Act  Ms. Colby has worked in the right-of-way industry for over 25 years. Ms. Colby has extensive experience working with government entities, particularly in the realm of transportation and projects with Federal Highway Administration (FHWA) oversight. She has managed and completed numerous acquisition and relocation projects on behalf of the Arizona Department of Transportation (ADOT). Her role as a Right of Way Project Manager for ADOT involves managing and providing right of way services on an on-call basis. This includes coordination and analysis of property titles, coordination of appraisals, negotiations for acquisitions involving various types of properties, and relocation planning and assistance. Ms. Colby has also worked with New Mexico Department of Transportation (NMDOT) providing advisory services to the DOT in implementing the necessary requirements under the federal regulations. She provides quality control determination review and claim payments. She provides quality control determination review, manages claim payments, and provides solutions for unique and complex relocations around New Mexico. Additionally, Ms. Colby has worked with Federal Aviation Administration (FAA), Department of Housing and Urban Development (HUD), Federal Transit Authority (FTA) and the National Nuclear Security Administration (NNSA). Ms. Colby is able to adapt to various agency requirements and quickly ensure all procedures are followed.</p>

<p><b>Shenique Colby, RW-RAC (cont'd)</b></p>		<p>(cont'd)</p> <p><i>Client References: 1) City of Phoenix, Cristina Hernandez, Real Estate Program Manager, (602) 348-2196, cristina.hernandez@phoenix.gov; 2) Arizona Department of Transportation, Sandy Ojeda, Right of Way Acquisition Manager, (602) 712-7142, sojeda2@azdot.gov</i></p>
<p><b>Wade Patterson Senior Right of Way Agent Project Role: Senior Right of Way Agent and Relocation Agent</b></p>	<p>Master of Community and Regional Planning, University of New Mexico, 2007</p> <p>M.A., Folklore and Folklife, University of Pennsylvania, 1998</p> <p>B.A., Cultural Anthropology, University of Pennsylvania, 1991</p> <p>Licensed Real Estate Qualifying Broker, New Mexico, No. REC-2025-0177</p>	<p>» Licensed New Mexico Real Estate Qualifying Broker, active license in good standing with New Mexico Real Estate Commission</p> <p>» Individually Approved by NMDOT Right of Way Bureau to complete projects with NMDOT oversight</p> <p>» 6 Years of experience completing projects in conformance with Uniform Act &amp; NMDOT Right of Way Handbook</p> <p>» Expertise in projects with Federal funding and NMDOT oversight</p> <p>Mr. Patterson has over 17 years of experience in right of way, transportation planning, and community and real estate development. A former employee at NMDOT, he provided standards guidance on the inclusion of pedestrian and bicycle safety countermeasures for NMDOT-led projects and assisted in the development of New Mexico's first statewide bicycle plan. He is intimately familiar with NMDOT funding requirements, having managed the Transportation Alternatives, Recreational Trails, and Congestion Mitigation and Air Quality funding programs for the State. He has experience interfacing with Tribal and local public agencies around transportation infrastructure and community development initiatives.</p> <p><i>Client References: 1) Santa Fe County, Scott Kaseman, Project Manager III, (505) 992-9887, skaseman@santafecountynm.gov; 2) City of Albuquerque, Debbie Bauman, Planning and Program Manager, (505) 270-0758, dbauman@cabq.gov</i></p>
<p><b>Ellis Heindselman, Senior Right of Way Agent Project Role: Senior Right of Way Agent and relocation Agent</b></p>	<p>B.A., Communications, Eastern Washington University, 2010</p> <p>Human Resource Management Certificate, University of South Florida, 2015</p> <p>(cont'd)</p>	<p>» Licensed New Mexico Real Estate Associate Broker, active license in good standing with New Mexico Real Estate Commission</p> <p>» Individually Approved by NMDOT Right of Way Bureau to complete projects with NMDOT oversight</p> <p>» 6 Years of experience completing projects in conformance with Uniform Act &amp; DOT handbooks</p> <p>» 4 Years of experience completing projects in conformance with NMDOT Right of Way Handbook</p> <p>» Expertise in projects with Federal funding and NMDOT oversight</p> <p>Mr. Heindselman has focused predominantly on public infrastructure over his seven-year tenure in real estate. His work has spanned multiple sectors, including pipelines, renewable energy, and residential properties. He possesses extensive experience completing projects in compliance with</p> <p>(cont'd)</p>

<p><b>Ellis Heindselman, (cont`d)</b></p>	<p>(cont`d)                  New Mexico Real Estate Associate Broker License No. REC-2022- 0178                   Washington Real Estate Broker License No. 134918</p>	<p>(cont`d)                  the Uniform Act. His project history includes acquisitions and relocations according to the guidelines of State Departments of Transportation, the Federal Highway Administration (FHWA), the Federal Emergency Management Agency (FEMA), and the Federal Transportation Administration (FTA), as well as Tribal and local public agencies.                   Mr. Heindselman has negotiated on a broad variety of public infrastructure projects, including road widening, river crossings, flood control initiatives, and energy infrastructure. He is experienced in market studies, title research, administrative settlements, right of way maps, legal description reviews, appraisal analysis, assessor data research, and public outreach.   <i>Client References: 1) Santa Fe County, Scott Kaseman, Project Manager III, (505) 992-9887, skaseman@santafecountynm.gov; 2) City of Albuquerque, Debbie Bauman, Planning and Program Manager, (505) 270-0758, dbauman@cabq.gov</i></p>
<p><b>Angelica Gutierrez, Senior Right of Way Agent</b>                  Project Role: Senior Right of Way Agent and Relocation Agent (Spanish speaking agent)</p>	<p>Accredited coursework, Hogan School of Real Estate                   Accredited coursework, Kaplan Real Estate Education                   New Mexico Real Estate Associate Broker License No. REC-2022- 1231                   Licensed Real Estate Salesperson, Arizona No. SA663881000</p>	<p>» Licensed Real Estate Salesperson, active license in good standing with Arizona Department of Real Estate                  » Individually Approved by NMDOT Right of Way Bureau to complete projects with NMDOT oversight                  » 11 Years of experience completing projects in conformance with Uniform Act and DOT handbooks                  » 5 Years of experience completing projects in conformance with NMDOT Right of Way Handbook                   Ms. Gutierrez has over a decade of experience working with government entities, particularly in the realm of transportation improvement projects in conformance with the Uniform Act. Her project experience includes major transportation, interchange and transit projects for ADOT. Her responsibilities include preparing right of way commitments, and administrative settlements, as well as negotiating full acquisitions and drafting administrative settlements. She regularly completes complex relocation assignments. She is able to handle complex documentation and communication tasks related to relocation services, especially full document translation into Spanish.   <i>Client References: 1) City of Good Year, Kimberly Romero, Real Estate Supervisor/Engineering, (480) 662-3641, kimberly.romero@goodyearaz.gov; 2) Arizona Department of Transportation, Sandy Ojeda, Right of Way Acquisition Manager, (602) 712-7142, sojeda2@azdot.gov</i></p>
<p><b>Mary-Ann McBride Right of Way Agent (cont`d)</b></p>	<p>B.A., Journalism and History, Eastern New Mexico University, 1999                   (cont`d)</p>	<p>» Licensed New Mexico Real Estate Associate Broker, active license in good standing with New Mexico Real Estate Commission                  » Individually Approved by NMDOT Right of Way Bureau to complete projects with NMDOT oversight                  (cont`d)</p>

<p><b>Mary-Ann McBride, (cont`d)</b>                  Right of Way Agent                  Project Role: Right of Way Agent and Quality Control Agent</p>	<p>(cont`d)                  Post-degree certificate, Paralegal Studies, Central New Mexico Community College, 2010                  New Mexico Associate Broker License No. REC-2022-1129</p>	<p>(cont`d)                  » 4 Years of experience completing projects in conformance with the Uniform Act and NMDOT Right of Way Handbook                  » Expertise in projects with NMDOT oversight and file maintenance in accordance with NMDOT certification standards</p> <p>Ms. McBride is a right of way agent based in Tierra’s Albuquerque office. With 11 years of experience working as a paralegal in New Mexico, she possesses excellent writing and editing skills and can work in high-pressure environments to produce superior work products. As a right of way agent for Tierra, she assists with acquisition, permitting, relocation, and relocation planning activities for projects at the local, State, and Federal levels in conformance with the Uniform Act and NMDOT Handbook. She is well versed in federal regulations and provides acquisition and relocation assistance on projects for the Department of Energy and Department of Justice.</p> <p><i>Client References: 1) City of Rio Rancho, Arnell Friedt, P.E., Capital Improvements Section Manager, (505) 896-8242, afriedt@rrnm.gov; 2) City of Albuquerque, Debbie Bauman, Planning and Program Manager, (505) 270-0758, dbauman@cabq.gov</i></p>
<p><b>Houston Ice</b>                  Project Coordinator                  Project Role: Project Coordinator and Quality Control Lead</p>	<p>B.A., English, Magna Cum Laude, University of New Mexico, 2013                  Licensed Real Estate Associate Broker, New Mexico, No. REC-2023-0215</p>	<p>» Licensed New Mexico Real Estate Associate Broker, active license in good standing with New Mexico Real Estate Commission                  » 13 Years of experience completing projects in conformance with the Uniform Act and NMDOT Right of Way Handbook                  » Expertise in projects with NMDOT oversight and file maintenance in accordance with NMDOT certification standards</p> <p>Since joining Tierra in 2012, Ms. Ice has been responsible for a wide variety of right of way project tasks, including preparation of documents to acquire various permits, easements, and fee acquisitions; attending client meetings; creating and tracking project spreadsheets and correspondence; and managing project files in accordance with NMDOT certification standards. She regularly conducts quality-control inspections of internal work products and deliverables from subconsultants, including right of way maps, title reports, and appraisals. She is experienced in acquiring utility and right of way permits from the NMDOT and the New Mexico State Land Office (NMSLO) in a timely, efficient manner. Ms. Ice has worked on several projects requiring relocation assistance and is experienced with the Uniform Act.</p> <p><i>Client References: 1) City of Rio Rancho, Arnell Friedt, P.E., Capital Improvements Section Manager, (505) 896-8242, afriedt@rrnm.gov; 2) City of Albuquerque, Debbie Bauman, Planning and Program Manager, (505) 270-0758, dbauman@cabq.gov</i></p>



## Recent Company Projects

### Unser Boulevard and Paseo del Norte Road Widening Projects Phase I, City of Albuquerque, 2022–2024

Completed **acquisitions** in accordance with NMDOT guidelines and the Uniform Act. Coordinated title, appraisal, review appraisal, and NMDOT right of way certification. **Providing on-going condemnation support services.**

Completed project notifications, participated in public meetings, obtained rights of entry and participated in stakeholder involvement.

### Jarales Road – NM 109 Grade Separation Project, NMDOT, 2022-2023

Completed **total and partial acquisitions and provided residential relocation services** in accordance with NMDOT guidelines. Coordinated closely with the appraiser, surveyors, engineers and NMDOT staff.

### San Mateo Inn Relocations, City of Albuquerque, 2024-Present

Completing **residential relocation services** in accordance the Uniform Act and Department of Housing and Urban Development funding requirements. **Relocated 8 residential tenants.** Providing on-going advisory services and disbursement of replacement housing payments.

### I-25/Morris Interchange, Village of Los Lunas, 2019–2024

Completed **acquisitions and residential and business relocations** in accordance with NMDOT guidelines and the Uniform Act. **Coordinated title, appraisal, review appraisal, and NMDOT right of way certification.**

### Louisiana Boulevard Mid-Block Crossings, City of Albuquerque, 2024-Present

Completed **partial acquisitions** in accordance with NMDOT guidelines and the Uniform Act. Coordinated **title, appraisal, review appraisal and NMDOT right of way certification.** Worked closely with the design and survey team to address prescriptive use areas and encroachments.



## PAST EXPERIENCE

### New Mexico Department of Transportation Right of Way Bureau (NMDOT)

Under an **on-call contract with the NMDOT**, Tierra provides real estate and project administration services on an as-needed basis.

**Ricky Mok, Bureau Chief**  
 (505) 231-8923  
 Ricky.Mok@dot.nm.gov  
  
*See Appendix A for Reference Letter*

### City of Santa Fe, New Mexico

Tierra regularly completes **real estate and acquisition services for the City of Santa Fe** as a subconsultant to various engineering firms.

**Public Works Department**  
 Romella Glorioso-Moss, PhD, CPM, AICP  
 Capital Projects Manager  
 (505) 955-6623  
 rsglorioso-moss@santafenm.gov  
  
*See Appendix A for Reference Letter*

### Jarales Road – NM 109 Grade Separation Project, 2022–2023

Tierra provided **acquisition and residential relocations services to NMDOT** on the Jarales Road-NM 109 Grade Separation Project. Tierra’s scope included **12 total acquisitions with residential relocations, 13 partial acquisitions and two non-right of way parcels**. Tierra worked closely with the appraiser, surveyors and NMDOT staff to deliver the project **on schedule and within budget**.

### NM 128 City of Jal Reconstruction, Jal, New Mexico, 2024–2025

Tierra completed business relocation services in accordance with NMDOT guidelines. Tierra **facilitated the move of complex businesses in a remote location**, including an auto repair shop, firework stand, and icehouse. The project **required extensive coordination of resources and communication with NMDOT** as the lead agency for project acquisitions.

### Guadalupe Street Reconstruction Project, Agua Fria Street North to Paseo de Peralta, 2021–2023

Tierra completed right of way acquisition services for **50 parcels including fee simple and easement acquisitions** along Guadalupe Street in accordance with the Uniform Act and NMDOT guidelines. Tierra assisted the City with securing environmental and right of way certifications from NMDOT and **completed acquisition planning, community outreach and public meetings, coordinated title and appraisal services, successfully negotiated fee simple and easement acquisitions, completed title curation, and coordinated close of escrow**. Our staff worked closely with project team members and NMDOT to resolve encroachments through design modifications, encroachment agreements and the appraisal process.

### Canada Rincon Trail Project, 2020–2022

Tierra completed acquisition services in accordance with NMDOT guidelines. Tierra





coordinated closely with the engineering / survey team and the appraisal team to properly identify acquisition areas on the Right of Way maps. **Tierra staff completed challenging negotiations** with the homeowner’s association to reach concurrence for granting the right of way to the City. Tierra coordinated **title, appraisal, review appraisal, close of escrow, and NMDOT Right of Way Certification.**

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### El Camino Real Academy Trail Project, 2023–2024

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Tierra completed acquisition services in **compliance with project funding requirements through the Community Development Block Grant program** and the Uniform Act. Tierra coordinated title, survey, appraisal, review appraisal services and completed acquisitions and close of escrow. **Tierra completed title curation and worked closely with legal counsel to meet project productions deadlines.**

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### Agua Fria-South Meadows Intersection Improvements Projects, 2021–2023

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Tierra assisted the City in acquiring the necessary right of way and **completing relocations in accordance with NMDOT guidelines and the Uniform Act.** Tierra coordinated title and appraisal, successfully negotiated fee simple and easement acquisitions, completed title curation, coordinated close of escrow, and assisted the City with securing a Right of Way Certification from NMDOT. Additionally, the project required several **personal property only relocations,** and Tierra completed relocation planning, provided advisory services and successfully vacated the acquisition areas to meet project requirements. **Tierra worked closely with the appraisal team to identify cost to cure options to mitigate damages.**

## City of Rio Rancho, New Mexico

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Under an **on-call contract with the City of Rio Rancho,** Tierra provides real estate and right of way acquisition services on an as-needed basis.

### Public Works Department

**Daniel Pavlakovich**  
Land Coordinator  
(505) 896-8811  
dpavlakovich@rrnm.gov

**Arnell Freidt**  
Capital Improvements Section  
Manager  
(505) 896-8242  
afriedt@rrnm.gov

*See Appendix A for Reference Letter*

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### Southern Boulevard Reconstruction Phases IIA, IIB, IIC, City of Rio Rancho, 2023–2025

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Tierra provided acquisition services in conformance with NMDOT guidelines. **Tierra sent project notification letters, completed public outreach to impacted owners, coordinated appraisal and review appraisal, completed acquisitions and negotiations and closed escrow.** Services on Phase IIA were completed in 2024.

On Phases IIB and IIC, Tierra reviewed design plans and right of way mapping and **identified several issues with encroachments, potential damages to remainder parcels, relocation impacts, and access issues.** Working closely with the City, the design and survey team, and the appraisers, Tierra coordinated field visits and the team was able to **identify design modifications to reduce right of way impacts.** As a result, Tierra’s work went on hold in

early 2025 while the design plans and right of way mapping are updated. We anticipate restarting work in 2026 once the updated right of way maps are approved for acquisition by NMDOT. When work restarts, **Tierra will resume appraisals, complete negotiations and acquisitions and cure title for Phases IIB and IIC.**

### Silent Springs Drive Roundabout, City of Rio Rancho, 2024

Tierra completed acquisition support services, including an **ALTA (American Land Title Association) survey**, title review and curation, negotiations and close of escrow.

### Unser Boulevard Phase IIB Road Widening Project, City of Rio Rancho, 2022-2023

Tierra provided **acquisition services on 20 parcels** in conformance with NMDOT guidelines. Tierra sent project notification letters, presented offers and **negotiated with property owners, coordinated the completion of transactions**, sent Letters of Intent to file condemnation, and ensured compliance with NMDOT requirements.

### 26th Street and Nicklaus Drive, City of Rio Rancho 2023

Tierra provided acquisition services including **sending project notification letters, presenting offers and negotiating with property owners, coordinating the completion of transactions**, sending Letters of Intent to file condemnation, and ensuring compliance with NMDOT requirements.



## PROPOSED APPROACH TO TASKS

### *Approach to Scope of Services*

All services will be performed in accordance with applicable laws and regulations under the supervision of **Tierra's Qualifying Broker, Meghan Bayer**. All Tierra staff are properly and actively licensed associate real estate brokers under the Tierra Right of Way Qualifying Brokerage.

When the City engages Tierra for a project assignment, **Tierra will organize and attend a coordination meeting with City staff**, which will be helpful in accomplishing critical goals such as identifying real estate issues, establishing timelines, discussing procedural requirements, reviewing the budget and schedule, and assigning responsibilities. **Tierra will create working electronic files for each parcel in accordance with the City's documentation requirements** and other applicable regulations. Tierra will prepare a project schedule and an estimate of real estate costs and will update these documents regularly as the project progresses.

Tierra will coordinate with City staff, engineers and landowners to assess potential project sites and determine the most efficient and cost-effective project area. **As trained community planners, Ms. Bayer and Senior Right of Way Agent Wade Patterson are available to coordinate and host community meetings and conduct public involvement.**

Tierra will obtain title reports to confirm current vesting ownership, identify any recorded encumbrances and obtain copies of recorded documents. **Tierra will compile a list of known title defects for each parcel, anticipated title curation tasks, and make a plan to cure title deficiencies.** Tierra will coordinate title and escrow services and obtain title reports, title commitments, policies of title, and all other title-related products and services as needed for the acquisition of real property.

Tierra will obtain land surveys, legal descriptions, right of way mapping, and all other survey-related products; Environmental Site Assessments (ESAs); and appraisal and review appraisal reports as needed for the acquisition of real property interests.

**Tierra will prepare a recommendation of just compensation** based on the appraised value for review and approval by the City. Upon approval of just compensation by the City, Tierra will prepare an acquisition package for each property owner. Tierra will use acquisition documents approved by the City.

Tierra will present offers to property owners and negotiate to obtain the necessary property rights from each owner. Tierra's Agents maintain daily communications logs, which will **document all elements of the acquisition process and provide a record of the acquisitions' conformance with applicable Federal, State, and local laws and regulations.**

As may be necessary to meet project and agency requirements, upon exhaustion of negotiation attempts with a property owner, Tierra will prepare a "Condemnation Prep File" to be transmitted to the City that will contain all documents produced and provided to the property owner, including a detailed communications log (negotiator's report). **As necessary, Tierra will provide eminent domain support services to the City.** If requested by the City, Tierra team members can provide expert testimony and assist in legal matters.

Upon receiving fully executed acquisition documents from a property owner and completion of any necessary title curation tasks, **Tierra will coordinate with City for payments to property**



**owners.** Tierra will develop and adhere to an escrow schedule and facilitate close of escrow at the title company. **Tierra will assist with resolving issues to ensure that the City is acquiring good title.** Tierra will work with property owners to obtain documents to satisfy the title company's requirements identified in the title commitment. The title company will be responsible for assisting with clearing the title as necessary, insuring the title, determining the final closing costs, and recording final deeds at the City Clerk's office. **Prior to closing, Tierra will inspect the settlement statement and closing documents to ensure accuracy.** Upon close of escrow, the title company will deliver a copy of the recorded documents and the City's title insurance policy for inclusion in the Closing File.

Tierra will prepare a "Closing File" to be transmitted to the City. Prior to delivery to the City, close-out files will undergo an internal audit, and the **checklist of the audit review will be included in each close-out file.**

As needed to meet project needs, Tierra will assist the City with obtaining Right of Certification from NMDOT or other overseeing agencies.

## *Tierra's Acquisition & Negotiations Philosophy*

Our licensed Acquisition Agents are **skilled negotiators who have extensive knowledge** of preparing deeds and easements; interpreting and explaining legal documents related to property rights, title reports, appraisals, right of way maps, and design plans; and obtaining property, rights of way, and permits for **all types of projects under a variety of funding sources.**

We realize technical skills alone are not enough. At Tierra, we believe our **philosophy of promoting sensitivity and empathy sets us apart in our field.** Our ultimate goal is to complete each project with all parties feeling they were treated fairly and respectfully. This includes **fostering an atmosphere conducive to communication with the people affected by the project.** We establish trust and credibility through fair and friendly treatment of all parties and establish reliability by **carrying through on requests and meeting deadlines.** We expect our staff to present themselves professionally at all times, to be timely in their meetings with property owners and project staff, and to always show respect and understanding.

Our Acquisition Agents are personally knowledgeable about the various challenges and complexities involved in any acquisition and **have the tools needed to ensure a successful and positive outcome.** Our Agents pride themselves on **quality customer interaction.** We are committed to ensuring property owners have a full understanding of the project and are comfortable with the end result.

Tierra Agents will **support the interests of the City in the completion of projects,** while still showing compassion and patience during all property owner interactions. By following this philosophy, Tierra has achieved a 95% success rate in completing acquisitions without the use of condemnation.

## Relocations

For projects requiring relocation services, Tierra will begin relocation planning concurrently with the title phase, which will allow us to **identify any challenges or hardships** which may be caused due to the project's impact on a family or business. Tierra will meet with each potential Displacee and provide the General Information Notice. All correspondence and relocation and acquisition notices can be provided in English and Spanish.

**Tierra will prepare a Relocation Plan which estimates the number of households and businesses to be displaced**, including estimated values and rental rates of properties to be acquired, family characteristics, and special consideration of the impacts of the project on minorities, the elderly, large families, and persons with disabilities. Our plan will estimate the number of comparable replacement dwellings in the area, including price ranges and rental rates. Our plan will also consider the relocation needs of any businesses, including the availability of Replacement Sites and required zoning changes.

Relocation services will begin **concurrent with the acquisitions**, unless a need for advanced assistance is determined during planning. All relocation tasks will be **completed by trained Relocation Agents and overseen by a Relocation Manager with at least 10 years of experience** performing relocations under the Uniform Act.

Tierra will consult with City staff to ensure compliance with applicable statutory and regulatory requirements. **Tierra will make recommendations to the City** for determinations of eligibility, provide required notices to displacees, obtain vendor bids, conduct inventories and inspections, calculate relocation benefits, search for replacement properties, prepare claims and manage the process to vacate and relocate displacees. **Tierra agents will provide advisory services to displacees throughout the relocation process.**

Tierra's team of Right of Way agents have a combined 70 years of experience in right of way relocations, negotiations, and project coordination. In working with the City, our team has gained unique experience in the nuanced project needs particular to the City of Albuquerque.

## Approach to Managing the Project

Tierra's project management approach allows us to **track project costs and progress in real time and make necessary adjustments to keep on schedule and within budget.** We methodically monitor workflow and maintain quality control for all our own project materials as well as those of our team partners—an approach that **results in high-quality work products representing an excellent cost-to-value ratio.** We will use the following systems to manage projects expertly and effectively.

### Local Albuquerque Office

Nearby staff is critical to support Tierra's approach to the scope of services and will facilitate in-person meetings with property owners and site visits to project areas. **Our staff have extensive knowledge of City processes and procedures and established working relationships with key City staff.**

## Oversight

Licensed as **Tierra's New Mexico Real Estate Qualifying Broker, Ms. Bayer oversees Tierra's New Mexico Right of Way Division** to ensure effective and efficient project delivery, conformance with applicable laws and regulations and a **high level of responsiveness and service to agencies and clients.**

## Development of Work Plan

Upon initiation of an Engagement Letter assignment, Tierra's Project Manager will work closely with the City Project Manager to **identify project goals, evaluate work elements, and formulate a work plan and schedule** to effectively chart a path to project success even in the face of unexpected developments.

## Efficient Use of Staff

We understand the need for efficient use of consultant resources. We are committed to **working cooperatively with the City to use Real Property staff** as much as possible to assist with project tasks and reduce costs.

## Status and Milestone Tracking

Tierra will create and maintain a **detailed project tracking spreadsheet** of all pertinent project and parcel information allowing for **real-time tracking and status reports.** This tracking system provides the information necessary to monitor overall project and individual parcel progress. Throughout the project, **Tierra's Project Manager will attend project meetings, make public presentations as needed, and provide weekly status updates to the City Project Manager.**

## Quality Assurance and Quality Control

**Quality assurance and quality control will be one of Tierra's highest priorities throughout the life of a project.** In order to ensure proper compliance with all applicable laws and regulations and to ensure that the highest standards of professional practice are met by Tierra's staff, Tierra will use the following measures to meet project needs:

- » Daily activities of Tierra's staff will be supervised by Tierra's Qualifying Broker, Meghan Bayer.
- » **All project deliverables** received by others, such as project maps, title reports, appraisal reports, and review appraisal reports, will be **inspected for accuracy and consistency** with project information by **Tierra's Quality Control Agent.** Any errors or inconsistencies will be noted and revisions will be requested from the appropriate parties.
- » All Project deliverables created by Tierra, such as **offer packages, acquisition documents, and forms** will be inspected for accuracy and consistency by Tierra's Quality Control Agent.
- » During acquisition activities, our lead Agents will perform **periodic audits of each file to ensure compliance with all applicable regulations and guidelines** and that proper documentation and file management practices are being followed. Any issues discovered will be noted and corrected.
- » Prior to file close-out, Tierra's acquisition **files will undergo an internal audit.** The audit review checklist will be included with the close-out files delivered to the County.



## Responsiveness/Timely Completion

We understand services delivered under this on-call contract must be completed in a timely manner. **Our team of highly qualified professionals will deliver projects on time and within budget and in accordance with applicable laws and regulations.** Tierra will designate a Project Manager as the main point of contact for the City who will identify project needs and assign resources from our Albuquerque office to ensure staff availability and timely coordination. **Our key personnel are immediately available and have the capacity to support the City with all of its right of way and real estate project needs.** Our staff's current and projected workload provide us the immediate availability to assist the City on its real property and right of way acquisition projects.

## Potential Challenges

Every project has issues or challenges which arise during implementation. We will work with the City Project Manager to **identify anticipated challenges throughout the lifecycle of a project.** Our staff possess **superior technical capabilities and expertise** to address any challenges or unexpected obstacles that may arise during project implementation. With **35 years of experience in providing real estate services on public projects ranging in size and complexity,** Tierra staff has "seen it all" and can draw on similar scenarios to effectively chart a path to project success, **even in the face of unexpected developments.**

Depending on the type of project, challenges may include an expedited project delivery schedule to meet grant funding deadlines; defects in title that will require curative actions; parcel impacts resulting in damages to a remainder parcel; or the presence of personal property in the acquisition area that requires a Personal Property Only relocation.

## MANAGEMENT SUMMARY

**Meghan Bayer, MCRP, SR/WA, Director of Right of Way for New Mexico and New Mexico Qualifying Broker,** will be Tierra's lead Project Manager. Ms. Bayer will be supported by **Project Manager Monica Rodriguez, SR/WA, Senior Agent Wade Patterson, MCRP, and Relocation Manager Shenique Colby, R/W-RAC.** Our leadership team will be supported by Tierra's highly qualified, licensed Acquisition Agents, Relocation Agents, Quality Control Agents, and administrative staff.

Ms. Bayer will be the main point of contact for the City, facilitating quick and responsive interactions. **She will oversee project implementation, provide daily supervision to staff and manage the deliverables of subconsultants.** Ms. Bayer will be responsible for project administration including **budget and schedule tracking, reporting, and quality control.**

As the City identifies the need for services under this on-call contract, **Ms. Bayer, will work closely with the City's Project Manager** to develop a detailed scope of work, project approach and cost estimate for review and consideration by the City.

**Our key personnel are immediately available and have the capacity to support the City with all of its right of way and real estate project needs.** In addition to the key personnel listed in our proposal, we have additional licensed acquisition agents, administrative staff and project managers.

## Key Personnel Organizational Chart



**Lead Project Manager**  
 Meghan Bayer, MCRP, SR/WA

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*Main Point of Contact  
 Qualifying Real Estate Broker*

*Responsible for project oversight, staff supervision and ensuring compliance with applicable laws and regulations.*

**Project Manager**  
 Monica Rodriguez, SR/WA

**Relocation Manager**  
 Shenique Colby, R/W-RAC

**Project Coordinator & Lead Quality Control Agent**  
 Houston Ice

**Sr. Right of Way & Relocation Agent**  
 Ellis Heindselman

**Sr. Right of Way & Relocation Agent**  
 Wade Patterson, MCRP, MA

**Right of Way & Quality Control Agent**  
 Mary-Ann McBride-Andrews

**Sr. Right of Way & Relocation Agent**  
 Angelica Gutierrez

## CERTIFICATIONS AND LICENSURE

Tierra Right of Way holds a **corporate membership in the International Right of Way Association (IRWA)**. Tierra's key personnel are **all members of the IRWA and are licensed by the New Mexico Real Estate Commission**. Employee licenses are found in Appendix C and IRWA membership confirmation can be found in Appendix A





## APPENDIX A: DOCUMENTATION



November 17, 2025

To Whom It May Concern,

I am writing a letter of reference for Tierra Right of Way Services, Ltd, which has had an on-call contract with the NMDOT Right of Way Bureau to provide real estate and project administration services to the Department. Tierra has completed two recent projects for NMDOT including the Jarales Road Grade Separation Project involving total and partial acquisitions and residential relocation services; and the NM 128 Improvements in Jal involving non-residential relocations. Additionally, Tierra regularly completes local government projects with NMDOT oversight, federal funding and in compliance with the NMDOT ROW Manual and T/LPA Handbook.

Meghan Bayer, MCRP, SR/WA, serves as Director of Right of Way, New Mexico, for Tierra Right of Way Services, Ltd., and holds New Mexico Real Estate License REC-2023-0626. As a seasoned Right of Way consultant, she has maintained a longstanding and positive working relationship with the New Mexico Department of Transportation (NMDOT), consistently demonstrating professionalism and integrity.

Tierra Right of Way and Ms. Bayer reliably deliver assignments on schedule, and her work product consistently exceeds the Department's expectations. Over the past ten years, I have personally reviewed and overseen her work and can attest to the quality and diligence she brings to every project.

I wholeheartedly recommend Tierra Right of Way and Ms. Bayer to any entity seeking expertise in right-of-way acquisition or relocation services.

Respectfully,

A handwritten signature in blue ink, appearing to read "Ricky Mck", is written over a horizontal line.

Ricky Mck, Chief  
Right of Way Bureau

**Michelle Lujan  
Grisham**  
Governor

**Ricky Serna**  
Cabinet Secretary

**Commissioners**

**John McElroy**  
Commissioner  
District 1

**Gary Tonjes**  
Commissioner  
District 2

**Hilma E. Chynoweth**  
Commissioner, Vice Chairman  
District 3

**Walter G. Adams**  
Commissioner, Chairman  
District 4

**Thomas C. Taylor**  
Commissioner  
District 5

**Charles Lundstrom**  
Commissioner, Secretary  
District 6



# City of Santa Fe, New Mexico

200 Lincoln Avenue, P.O. Box 909, Santa Fe, N.M. 87504-0909

[www.santafenm.gov](http://www.santafenm.gov)

*Alan Webber, Mayor*

Councilors:

Signe I. Lindell, Mayor Pro Tem, District 1

Alma G. Castro, District 1

Michael J. Garcia, District 2

Carol Romero-Wirth, District 2

Lee Garcia, District 3

Pilar F.H. Faulkner, District 3

Jamie Cassutt, District 4

Amanda Chavez, District 4

Romella Glorioso-Moss, PhD, CPM, AICP  
Capital Projects Manager  
City of Santa Fe Public Works Department  
Complete Streets Division – Capital Projects

November 17, 2025

Selection Committee  
City of Albuquerque  
Finance and Administrative Services  
P.O. Box 1293  
Albuquerque NM 87103

## **RE: RFP-2025-653-DMD-ID - Real Property Right of Way Services**

Dear Members of the Selection Committee,

I am writing to offer my strong recommendation of Tierra Right of Way Services as a qualified and highly capable partner for the City of Albuquerque's Right of Way (ROW) Services RFP. As Capital Projects Manager for the City of Santa Fe's Public Works Department, Complete Streets Division, I have had the privilege of working closely with Tierra Right of Way on several complex, federally and state-funded projects. These projects, which include the multi-million-dollar Guadalupe Street Reconstruction Project, the Canada Rincon Trail Project, the El Camino Real Academy Trail Project, and the Agua Fria-Cottonwood and Agua Fria-South Meadows Intersection Improvements Projects, all presented significant ROW acquisition challenges - challenges that Tierra Right of Way successfully addressed with exceptional professionalism, skill, and efficiency.

Throughout these projects, Tierra Right of Way has consistently demonstrated their extensive expertise in managing complex acquisitions, property appraisals, negotiations, and relocation assistance. They possess a deep understanding of the intricate processes involved in ROW work and have an impressive track record in handling difficult and sensitive acquisitions, many of which required navigating legal and regulatory hurdles. In fact, some of these projects involved condemnation proceedings

in court, yet Tierra Right of Way's meticulous attention to detail and knowledge of the processes ensured smooth execution.

One of Tierra's greatest strengths is their responsiveness and dedication to meeting project deadlines, particularly with regard to the often-complex and time-consuming processes required by the New Mexico Department of Transportation (NMDOT) for ROW. They have consistently demonstrated a commitment to completing these tasks on time and in full compliance with both state and federal requirements, which is vital in ensuring project timelines are met and budgets are adhered to.

Given their proven success in managing ROW services on large-scale, high-profile infrastructure projects, I am confident that Tierra Right of Way would be an invaluable partner to the City of Albuquerque. Their professionalism, expertise, and reliability will make them an excellent choice for this important work.

I strongly endorse Tierra Right of Way Services for this RFP, and I am certain they will provide outstanding ROW services that will meet and exceed the expectations of the City of Albuquerque. Should you require any further information or have any questions, please feel free to contact me directly.

Thank you for your consideration.

Sincerely,

*ROMELLA GLORIOSO-MOSS*

Romella Glorioso-Moss, PhD, CPM, AICP

Capital Projects Manager

[rsglorioso-moss@santafenm.gov](mailto:rsglorioso-moss@santafenm.gov)

(505) 955-6623



Department of Public Works  
Land Coordinator

November 24, 2025

RE: Letter of Reference for ROW Services

To whom it may concern,

I'm happy to provide a letter of recommendation for Tierra Right of Way Services. The City of Rio Rancho has partnered with Tierra on multiple public infrastructure projects, including Unser Boulevard, Silent Spring, Nicklaus Drive, and Southern Boulevard. These projects have involved a range of right-of-way needs, from partial acquisitions, to easements, and temporary construction access.

Throughout these projects, Tierra has provided dependable support across all phases of the ROW process. Their work has included title research, appraisal coordination, negotiations with impacted property owners, preparation of acquisition files, and support with closing documentation. They're familiar with municipal requirements and have consistently delivered what was needed to keep each project on schedule.

Tierra's team is communicative, easy to work with, and always professional in their dealings with both City staff and property owners. They respond quickly when questions come up and stay on top of the details. Even when issues arise, they work to find a practical solution that fits the project timeline and budget.

Based on our experience, I would recommend Tierra Right of Way Services to any municipality looking for a ROW consultant who knows the process and follows through. They've been a reliable partner for the City of Rio Rancho, and we've appreciated their consistent support and work ethic.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Daniel Pavlakovich', written over a horizontal line.

Daniel Pavlakovich  
Land Coordinator  
Department of Public Works  
City of Rio Rancho  
Office: (505) 896-8811  
Email: [dpavlakovich@rrnm.gov](mailto:dpavlakovich@rrnm.gov)

A handwritten signature in blue ink, appearing to read 'Arnell Freidt', written over a horizontal line.

Arnell Freidt  
Capital Improvements Section Manager  
Department of Public Works  
City of Rio Rancho  
Office: (505) 896-8242  
Email: [afriedt@rrnm.gov](mailto:afriedt@rrnm.gov)

# STATE OF NEW MEXICO

TAXATION AND REVENUE DEPARTMENT

## RESIDENT BUSINESS CERTIFICATE

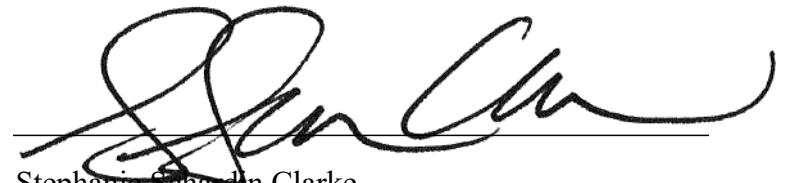
Issued to: **TIERRA RIGHT OF WAY SERVICES LTD**

DBA: **TIERRA RIGHT OF WAY SERVICES LTD**  
**1575 E RIVER RD STE 201**  
**TUCSON, AZ 85718-5831**

Expires: **24-Jul-2027**

Certificate Number:

**L1886908784**



Stephanie Schardin Clarke  
*Cabinet Secretary*

THIS CERTIFICATE IS NOT TRANSFERABLE





International Governing Council

**Executive Committee**

**President**

Koby T. Godwin, SR/WA  
Alberta Infrastructure

**President-Elect**

Daniel K. Bucan, SR/WA  
anagalia

**Vice President**

Cyndi Whelpley, SR/WA, R/W-RAC  
HDR, Inc.

**Treasurer**

Matthew Harris, SR/WA, R/W-RAC  
Mississippi Department of Transportation

**Secretary**

Ray Mehler, SR/WA, R/W-RAC  
Right of Way Management Consulting

**Executive Director**

Tim Drennan, CAE  
IRWA

**General Counsel**

Yasmin L. Stump, Esq.  
Yasmin L. Stump Law Group, PC

**Region Chairs**

**Region 1**

Conner McDonald, SR/WA  
CMD West

**Region 2**

Marcus Boyd, SR/WA, R/W-RAC, R/W-URAC, R/W-NAC  
Pinnacle Consulting Management Group, Inc.

**Region 3**

Steve Grandon, SR/WA  
Liberty Core Consultants

**Region 4**

Carrilin Hirsch, SR/WA-GN  
Pendulum Land Services

**Region 5**

Robert D. Kirkpatrick, SR/WA  
HDR, Inc.

**Region 6**

Pamela Taylor, SR/WA, R/W-RAC  
First Choice Land Acquisition Group, LLC

**Region 7**

Jesse Ray, SR/WA  
Contract Land Staff, LLC

**Region 8**

Kimberly A. Millar, SR/WA

**Region 9**

Carmelita Delgado, SR/WA  
Norfleet Land Services

**Region 10**

Vicki Green, SR/WA  
Ministry of Government Relations

**IRWA Members with Tierra Right of Way Services, Ltd.:**

<b>Current Members</b>	<b>CH</b>	<b>ID Number</b>
Kris P Azizeh, RWA	04	7907130
David Barraza	73	7959558
<b>Meghan Bayer, SR/WA-TN</b>	<b>53</b>	<b>7939224</b>
Melinda Burkhart	04	7952686
Heather Butler	04	8000324
Shenique Colby, R/W-RAC	28	7888500
<b>Leslie Findlay, SR/WA, R/W-RAC</b>	<b>04</b>	<b>7904556</b>
<b>Myrlene Francis, SR/WA</b>	<b>73</b>	<b>7886239</b>
Sean Frankenfield	04	7988279
Angelica Gutierrez	73	7953683
<b>Dennis Haley, SR/WA</b>	<b>28</b>	<b>2834891</b>
Ellis Heindselman	53	7960089
Houston Ice	53	7957246
Corey Long	28	7900279
Nancy Madden	20	7900280
Mary McBride-Andrews	53	7965613
<b>Kai Elizabeth Miller, SR/WA</b>	<b>04</b>	<b>7939067</b>
Diana Molina	28	8001838
Wade Patterson	53	7958748
Danny Rodriguez, R/W-RAC	28	7908853
<b>Monica Rodriguez, SR/WA</b>	<b>53</b>	<b>7958908</b>
Kendahl Shepherd	73	8000328
Alicia Urquidez	28	7890865
Nellie Widder	28	2879399
Cherisse Young	28	7977014

# The International Right of Way Association



acknowledges that

**Meghan Bayer, SR/WA-TN**

has qualified as

**Senior Right of Way Professional - Transportation**

The SR/WA Designation signifies the commitment to professional growth and development, and the aptitude to understand, communicate and perform within standards of the right of way profession.

SR/WA Number: 7446

Designated: 03/13/2025

Recertification Due: 03/13/2030

A handwritten signature in black ink, appearing to read "Koby Godwin".

Koby T. Godwin, SR/WA  
International President



A handwritten signature in black ink, appearing to read "Michelle Somers".

Michelle Somers, SR/WA  
Vice Chair, International Professional  
Education Committee

# The International Right of Way Association



acknowledges that

## Monica Rodriguez, SR/WA

has qualified as

### Senior Right of Way Professional - Generalist

The SR/WA Designation signifies the commitment to professional growth and development, and the aptitude to understand, communicate and perform within standards of the right of way profession.

SR/WA Number: 7099

Designated: 02/01/2021

Recertification Due: 02/01/2026



Sharon N. Slauenwhite, SR/WA  
International President

Trevor Martens, SR/WA  
Vice Chair, International Professional  
Education Committee



# The International Right of Way Association



Hereby certifies that

**Shenique L Colby, R/W-RAC**

has successfully completed the exam, experience and course curriculum requirements for this certification demonstrating the aptitude to understand, communicate and perform within standards of the right of way profession as required by the Credentialing Committee for the discipline, and is authorized as

**Right of Way - Relocation Assistance Certified**

Certified: 05/01/2022

Recertification Due: 05/01/2027

A handwritten signature in black ink, appearing to read 'Koby Godwin'.

Koby T. Godwin, SR/WA  
International President



A handwritten signature in black ink, appearing to read 'Michelle Somers'.

Michelle Somers, SR/WA  
Vice Chair, International Professional  
Education Committee

## APPENDIX B: RESUMES



## **MEGHAN BAYER, MCRP, SR/WA** *Director of Right of Way, New Mexico*

### **Qualifications**

Meghan Bayer possesses more than two decades of comprehensive experience in project and program management and public infrastructure development in communities throughout New Mexico.

At Tierra, Ms. Bayer has overseen more than 200 projects, approximately 150 of which involved right of way certification from NMDOT and conformance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (the Uniform Act). She capably manages projects under rigorous regulatory requirements, including oversight from the Federal Highway Administration (FHWA).

### **Select Project Experience**

#### **Right of Way Manager, Jarales Road – NM 109 Grade Separation Project, Valencia County, New Mexico, 2022–2023**

*Client: NMDOT*

Oversaw project time lines and budget requirements; monitored project compliance with all applicable regulations, including the NMDOT Right of Way Handbook. Served as the main liaison for stakeholders, team members, engineers, surveyors, legal counsel, and NMDOT. This NMDOT project involved constructing a new uninterrupted grade-separated route across BNSF Railway crossings, 25 acquisitions, and residential, landlord, tenant, and PPO relocations.

#### **Right of Way Manager, I-25/Morris Interchange Phase I, Los Lunas, New Mexico, 2019–2024**

*Client: Village of Los Lunas/Molzen Corbin*

Oversaw the entirety of project right of way and relocation requirements from initial planning to final completion. Administered project time line, budget, and resources in compliance with Federal, State, local, and Uniform Act regulations. The project involved the construction of a new highway interchange, major thruway, bridge construction across the Rio Grande, and consisted of approximately 54 acquisitions (partial and full), temporary construction easements, and residential, business, tenant, landlord and personal property only (PPO) relocations.

#### **Director of Right of Way, NM 128 City of Jal Reconstruction, Jal, New Mexico, 2024–2025**

*Client: NMDOT*

Oversaw the entirety of the project’s relocation requirements from initial planning. Administered project timeline, budget, and resources in compliance with the NMDOT Right of Way Handbook and the Uniform Act. Acted as primary liaison for all stakeholders, including team members, engineers, surveyors, legal counsel, and NMDOT. Generated accurate and up-to-date reports for internal assessment and client updates. Provided mentorship in technical knowledge to team members for successful relocations. The project involved nonresidential relocations.



### **EDUCATION**

- Master of Community and Regional Planning, University of New Mexico, 2008
- Graduate Certificate in Historic Preservation and Regionalism, University of New Mexico, 2008
- B.A., French Studies, University of Minnesota, 2002
- Designated Senior Right of Way Agent (SR/WA), IRWA, 2025

### **LICENSES**

- New Mexico Real Estate Qualifying Broker License No. REC-2023-0626
- Notary Public, State of New Mexico, No. 1112892

### **RELEVANT EXPERIENCE**

- 2023–Present, Director of Right of Way, Tierra Right of Way Services, Ltd., Santa Fe, New Mexico
- 2018–2022, Right of Way Manager, New Mexico Operations, Tierra Right of Way Services, Ltd., Santa Fe, New Mexico
- 2015–2018, Project Manager, Tierra Right of Way Services, Ltd., Santa Fe, New Mexico
- 2013–2015, Grants Administrator, New Mexico State Records Center and Archives, Santa Fe, New Mexico
- 2011–2013, Project Manager, Santa Fe County Public Works Department, Santa Fe, New Mexico



#### EDUCATION

- B.A., Theater/Women's Studies, Arizona State University, 2004

#### CERTIFICATIONS

- Designated Senior Right of Way Agent (SR/WA), IRWA, 2021
- Practical Project Management Certificate, University of New Mexico, 2021

#### LICENSES

- New Mexico Real Estate Associate Broker License No. 54020

#### RELEVANT EXPERIENCE

- 2021–Present, Right of Way Project Manager, Tierra Right of Way Services, Ltd., Albuquerque, New Mexico
- 2020–2021, Real Property Agent III, Bernalillo County, New Mexico
- 2019–2020, Real Estate Coordinator, Bernalillo County, New Mexico
- 2011–2019, Senior Administrative Assistant, Bohannon Huston, Inc., Albuquerque, New Mexico
- 2009–2011, Public Relations and Marketing Manager, The Mandell School, New York, New York
- 2007–2009, Executive Assistant to the CEO/Head of School, The Mandell School, New York, New York

## MONICA RODRIGUEZ, SR/WA

### *Right of Way Project Manager*

#### **Qualifications**

Monica Rodriguez has more than 10 years of experience in the right of way industry. She is skilled at negotiating with property owners regarding purchase, condemnation, construction, maintenance, and encroachment agreements. Ms. Rodriguez uses her expertise to train and educate new team members. She tactfully coordinates projects and has extensive experience working closely with lawyers, surveyors, title companies, design engineers, and appraisers to control costs and keep projects on schedule.

#### **Select Project Experience**

##### **Project Manager, NM 128 City of Jal Reconstruction, Jal, New Mexico, 2024–2025**

*Client: New Mexico Department of Transportation (NMDOT)*

Managed implementation of the project's relocation requirements, coordinated with team relocation managers, relocation agents, and project coordinators to achieve project objectives. Administered the project timeline, budget, and resources in compliance with the NMDOT Right of Way Handbook and the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (the Uniform Act). The project involved nonresidential relocations.

##### **Project Manager, Main Street Streetscape Phase IV, Bernalillo, New Mexico, 2023–2024**

*Client: Town of Bernalillo/Molzen Corbin*

Managed right of way and relocation requirements in conformance with Federal regulations, from planning to completion, supervising acquisition and relocation agents. Oversaw project timelines, budget requirements and monitored project compliance with all applicable regulations. Oversaw assembly and auditing of acquisition and relocation parcel documentation for submittal to NMDOT to obtain project certifications. The project included acquisitions and relocations in conformance with the Uniform Act and required a NMDOT right of way certification.

##### **Project Manager, Unser Boulevard Road Widening Project, Albuquerque, New Mexico, 2022–2024**

*Client: City of Albuquerque/Parametrix*

Managed project right of way requirements in conformance with Federal regulations from planning to completion, coordinating with acquisition agents, staff agents, and closing coordinators. Monitored project compliance with all applicable regulations. Oversaw assembly and auditing of acquisition parcel documentation for submittal to NMDOT to obtain project certifications. Phase I of the project involved widening and major improvements to the existing roadway between Paseo del Norte Boulevard and Paradise Boulevard NW. The project had 19 partial acquisitions, NMDOT oversight, and followed Federal Highway Administration (FHWA) guidelines.



## SHENIQUE COLBY, R/W-RAC

### *Right of Way Project Manager*

#### **Qualifications**

Shonique Colby has more than 20 years of experience in the right of way and real estate industry. Prior to joining Tierra in 2015, Ms. Colby served as a project manager/senior acquisition and relocation agent for another right of way consulting firm, where she cultivated extensive supervisory and project management skills. During her time there, Ms. Colby provided project management for various private and governmental agencies, assisted in preparing relocation plans for governmental agencies, supervised multiple employees, and engaged in fieldwork with business and residential clients.

#### **Select Project Experience**

##### **Right of Way Project Manager, State Route (SR) 30: Loop 303 to Loop 202, Maricopa County, Arizona, 2024–Present**

*Client: ADOT*

Managing the project, coordinating with ADOT on specific needs, performing quality control reporting, managing payments and budgeting concerns, and ensuring project deadlines are met. The Tres Rios Freeway, SR 30, will create a new 4.5-mile segment of the SR 30, including a new freeway with three general-purpose lanes in each direction, a new interchange at SR 30 and Loop 202 (South Mountain Freeway), as well as drainage improvements, new lighting, bridges, and noise walls. The project crosses throughout both private and public land and will require multiple relocations of businesses and residential properties.

##### **Right of Way Project Manager/Acquisition Agent/Relocation Specialist, On-Call Contracts for Acquisition and Relocation Services, Statewide, Arizona, 2015–Present**

*Client: ADOT*

Manages and provides right of way services for ADOT projects on an on-call basis. Tasks include coordination and analysis of property titles; coordination of appraisals; negotiations for acquisitions involving single- and multifamily residences, mobile homes, businesses, and heavy industrial properties; and relocation planning and assistance.

##### **Right of Way Project Manager, 35th Avenue & I-10, Phoenix, Arizona, 2022–Present**

*Client: City of Phoenix*

Prepares and presents offers, submits payment requests, works with title companies, negotiates agreements, and provides quality control review. Directly involved with reporting to the client and providing budgeting in order to meet project schedule.

#### **EDUCATION**

- Business Courses, Glendale Community College, 1992–1993
- General Courses, Phoenix College, 1991–1992
- Continuing Education Courses: Professional Institute of Real Estate, International Right of Way Association

#### **LICENSES**

- Arizona Real Estate Salesperson License No. SA638232000
- Notary Public, State of Arizona, No. 279895

#### **CERTIFICATIONS**

- Right of Way Relocation Assistance Certification (R/W-RAC), IRWA, 2022

#### **RELEVANT EXPERIENCE**

- 2015–Present, Right of Way Project Manager/Senior Agent, Tierra Right of Way Services, Ltd., Phoenix, Arizona
- 2000–2015, Project Manager/Senior Acquisition and Relocation Agent, Acquisition Sciences, Ltd., Phoenix, Arizona



## WADE PATTERSON, MCRP, M.A.

*Senior Right of Way Agent*

### **Qualifications**

Wade Patterson has more than 15 years of experience in right of way, transportation planning, and community and real estate development. He is skilled at negotiating with property owners regarding purchase, condemnation, and construction. Mr. Patterson uses his expertise to train and lead right of way staff at Tierra in conforming with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (the Uniform Act) and the New Mexico Department of Transportation (NMDOT) Right of Way Handbook.

### **Select Project Experience**

#### **Senior Right of Way Agent, Unser Boulevard Road Widening Project, Albuquerque, New Mexico, 2022–2024**

*Client: City of Albuquerque/Parametrix*

Secured property rights, managed negotiations for right of way and property acquisitions, and ensured compliance with all relevant regulations. Reviewed appraisals, title reports, design plans, and right of way maps. Analyzed counteroffers, prepared administrative settlements as needed, and presented agency offers with project details to property owners. Maintained detailed records of property owner interactions, negotiations, and project notes. Phase I of the project involved widening and major improvements to the existing roadway and 19 partial acquisitions. The project was overseen by NMDOT and was required to follow FHWA guidelines and the Uniform Act.

#### **Senior Right of Way Agent, Paseo del Norte Road Widening Project, Albuquerque, New Mexico, 2022–2024**

*Client: City of Albuquerque/NV5*

Secured property rights, managed negotiations for right of way and property acquisitions, and ensured compliance with all relevant regulations. Reviewed appraisals, title reports, design plans, and right of way maps. Analyzed counteroffers, prepared administrative settlements as needed, and presented agency offers with project details to property owners. Maintained detailed records of property owner interactions, negotiations, and project notes. Phase I of the project involved widening and major improvements to the existing roadway and 22 partial acquisitions. It was overseen by NMDOT and was required to follow FHWA guidelines and the Uniform Act.

### **EDUCATION**

- Master of Community and Regional Planning, University of New Mexico, 2007
- M.A., Folklore and Folklife, University of Pennsylvania, 1998
- B.A., Cultural Anthropology, University of Pennsylvania, 1991

### **LICENSES**

- New Mexico Real Estate Associate Broker License No. 52780
- Notary Public, State of New Mexico, No. 1125722

### **RELEVANT EXPERIENCE**

- 2019–Present, Senior Right of Way Agent, Tierra Right of Way Services, Ltd., Albuquerque, New Mexico
- 2018, Trails Planner, City of Albuquerque Parks and Recreation Department, Albuquerque, New Mexico
- 2016–2018, Urban and Regional Planner, New Mexico Department of Transportation, Santa Fe, New Mexico
- 2011–2015, Executive Director/Project Coordinator, Sawmill Community Land Trust, Albuquerque, New Mexico



## ELLIS HEINDELMAN

### *Senior Right of Way Agent*

#### **Qualifications**

Ellis Heindselman has focused predominantly on public infrastructure over his seven-year tenure in real estate. His work has spanned multiple sectors, including pipelines, renewable energy, and residential properties. He possesses extensive experience completing projects in compliance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (the Uniform Act). His project history includes acquisitions and relocations according to the guidelines of State Departments of Transportation, the Federal Highway Administration (FHWA), the Federal Emergency Management Agency (FEMA), and the Federal Transportation Administration (FTA), as well as Tribal and local public agencies.

#### **Select Project Experience**

##### **Senior Relocation Agent, NM 128 City of Jal Reconstruction, Jal, New Mexico, 2024–2025**

*Client: NMDOT*

Completed relocation services in accordance with the Uniform Act, provided advisory services to displacees to ensure compliance with Federal, State, and local regulations. Conducted relocation interviews and property inspections, assisted with the coordination of movers as required, processed relocation claims, and carried out vacate and decent, safe, and sanitary (DSS) inspections. The project included multiple business and landlord-business relocations.

##### **Right of Way and Relocation Agent, Jarales Road – NM 109 Grade Separation Project, Jarales, New Mexico, 2022–2023**

*Client: NMDOT*

Reviewed appraisals, title reports, design plans, and right of way maps, ensuring compliance with all relevant Federal, State, and local regulations. Concurrently facilitated relocation services in accordance with the Uniform Act. Conducted vacate and DSS inspections, addressing the unique needs of the displacees. This NMDOT project involved constructing a new uninterrupted grade-separated route across BNSF Railway crossings, 25 acquisitions, and residential, landlord, tenant, and Personal Property Only (PPO) relocations.

##### **Right of Way Agent, Unser Boulevard Road Widening Project, Albuquerque, New Mexico, 2022–2024**

*Client: City of Albuquerque/Parametrix*

Secured property rights, managed negotiations for right of way and property acquisitions, and ensured compliance with all relevant

#### **EDUCATION**

- B.A., Communications, Eastern Washington University, 2010

#### **CERTIFICATIONS**

- Human Resource Management Certificate, University of South Florida, 2015

#### **LICENSES**

- New Mexico Real Estate Associate Broker License No. REC-2022-0178
- Washington Real Estate Broker License No. 134918

#### **RELEVANT EXPERIENCE**

- 2024–Present, Senior Right of Way Agent, Tierra Right of Way Services, Ltd., Albuquerque, New Mexico
- 2021–2024, Right of Way Agent, Tierra
- 2018–2021, Real Estate Agent, Bernadette Pillar Real Estate, Spokane, Washington
- 2018–2020, Right of Way Agent, Epic Land Solutions, Spokane, Washington
- 2017–2018, Licensed Real Estate Broker Assistant, Re/Max, Omak, Washington

regulations. Analyzed counteroffers, prepared administrative settlements as needed, and presented agency offers with project details to property owners. Maintained detailed records of property owner interactions, negotiations, and project notes. Phase I of the project involved widening and major improvements to the existing roadway and 19 partial acquisitions. It involved NMDOT oversight and was required to follow FHWA guidelines and the Uniform Act.



## ANGELICA GUTIERREZ

*Senior Right of Way Agent (Bilingual)*

### Qualifications

Angelica Gutierrez has ten years of experience as a right of way and relocation agent and seven more in right of way administrative services. She has worked extensively with public agency forms and currently performs relocation planning and acquisition for multiagency projects, develops spreadsheets for specialized data tracking for management staff, mentors staff on file closeout activities, and provides quality control and review of documents prepared by Tierra’s staff. Many projects she works on involve complying with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (the Uniform Act).

### Select Project Experience

**Senior Acquisition and Relocation Agent, Country Club Road and Kino Parkway Traffic Interchanges Improvements Project, Tucson, Arizona, 2023–Present**

*Client: Arizona Department of Transportation (ADOT)*

Provides acquisition and relocation services in compliance with the Uniform Act. Reads legal descriptions, title reports, and appraisals; negotiates full and partial acquisitions; secures temporary construction easements, slope easements, and drainage easements; drafts right of way commitments, administrative settlements, and reconciliations; and facilitates and manages relocation activities for both residential and nonresidential claimants. Provides translation services for Spanish-speaking property owners and displacees. The project is a design-build for a new I-10 interchange at Country Club Road and Kino Boulevard.

**Senior Acquisition and Relocation Agent, Indian School Road and 35th Avenue Traffic Improvements, Phoenix, Arizona, 2024–Present**

*Client: ADOT*

Provides acquisition and relocation services in compliance with the Uniform Act. Reads legal descriptions, title reports, and appraisals; negotiates full and partial acquisitions; secures temporary construction easements, slope easements, and drainage easements; drafts right of way commitments, administrative settlements, and reconciliations;

and facilitates and manages relocation activities for both residential and nonresidential claimants. Also provides translation services for Spanish-speaking property owners and displacees. The project is to build a new interchange at Indian School Road and 35th Avenue.

**Acquisition Agent, 35th Avenue I-10 to Camelback, Phoenix, Arizona, 2022–Present**

*Client: City of Phoenix*

Provides acquisition services in compliance with the Uniform Act. Reads legal descriptions and plans for partial purchases and various easements. Prepares acquisition and condemnation documents in English and Spanish.

### EDUCATION

- Accredited Coursework, Hogan School of Real Estate
- Accredited Coursework, Kaplan Real Estate Education

### LICENSES

- New Mexico Real Estate Associate Broker License No. REC-2022-1231
- Arizona Real Estate Salesperson License No. SA663881000

### RELEVANT EXPERIENCE

- 2024–Present, Senior Right of Way Agent, Tierra Right of Way Services, Ltd., Tucson, Arizona
- 2021–2024, Right of Way Agent III, Tierra Right of Way Services, Ltd., Tucson, Arizona
- 2016–2021, Right of Way Agent, Tierra Right of Way Services, Ltd., Tucson, Arizona
- 2014–2016, Administrative Assistant, Tierra Right of Way Services, Ltd., Tucson, Arizona

**EDUCATION**

- B.A., Journalism and History, Eastern New Mexico University, 1999
- Post-degree certificate, Paralegal Studies, Central New Mexico Community College, 2010

**LICENSES**

- New Mexico Associate Broker License No. REC-2022-1129

**RELEVANT EXPERIENCE**

- 2022–Present, Right of Way Agent, Tierra Right of Way Services, Ltd., Albuquerque, New Mexico
- 2018–2022, Paralegal, Armstrong, Roth, Whitley, Johnstone, LLC, Albuquerque, New Mexico
- 2012–2018, Paralegal, New Mexico Legal Group, PC, Albuquerque, New Mexico
- 2011–2012, Paralegal, Joyce M. Gentry & Associate, Albuquerque, New Mexico

**MARY-ANN MCBRIDE-ANDREWS***Right of Way Agent***Qualifications**

Mary-Ann McBride-Andrews is a right of way agent based in Tierra's Albuquerque office. With 11 years of experience working as a paralegal in New Mexico, she possesses excellent writing and editing skills and can work in high-pressure environments to produce superior work products. As a right of way agent for Tierra, she assists Tierra agents with acquisition, permitting, relocation, and relocation planning activities for projects at the local, State, and Federal levels in conformance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (the Uniform Act), and the New Mexico Department of Transportation (NMDOT) Right of Way Handbook.

**Select Project Experience****Right of Way Agent, Interstate 25 (I-25)/Morris Road Interchange Phase 1, Los Lunas, New Mexico, 2022–2024**

*Client: Molzen Corbin*

Assisted with state agency permitting and acquisitions for the proposed NE I-25 interchange and east–west corridor to improve traffic flow on New Mexico (NM) 6 (Main Street). The project was located south of NM 6 in the Village of Los Lunas and Valencia, New Mexico, and is split into two phases. Phase 1 extended from I-25 to NM 314. Phase 2 extended from Highway NM 134 to Highway NM 47. Work on Phases 1 and 2 will occur concurrently to meet project timelines. The project included acquisition and permitting of 24 parcels—12 fee acquisitions, 3 parcels under jurisdiction of the State Penitentiary of New Mexico, and 9 parcels under the jurisdiction of New Mexico General Services Department. Work was performed in conformance with the Uniform Act and NMDOT guidelines. Tierra also obtained right of way certification from NMDOT.

**Right of Way Agent, Jarales Road, Valencia County, New Mexico, 2022–2023**

*Client: NMDOT*

Assisted with acquisition, relocation planning, and relocation services in conformance with the Uniform Act and NMDOT Right of Way Handbook. The project included 11 total acquisitions, 13 partial acquisitions, two residential relocations, three personal property only relocations, and one farm/agricultural relocation.

**Right of Way Agent, Foothills Drive Phase 3, Farmington, New Mexico, 2022–2023**

*Client: City of Farmington*

Provided right of way services in accordance with the NMDOT Right of Way Handbook for the acquisition of two construction maintenance easements and three temporary construction permits.



## HOUSTON ICE

### *Project Coordinator*

#### **Qualifications**

Houston Ice has 13 years of experience in the New Mexico right of way field and is a licensed New Mexico real estate associate broker. A project coordinator based in Tierra's Albuquerque office, she is responsible for a wide variety of project tasks, including preparation of documents to acquire various permits, easements and fee acquisitions; attending client meetings; creating and tracking project spreadsheets and correspondence; performing quality control inspections; and managing project files in accordance with New Mexico Department of Transportation (NMDOT) right of way certification standards. Ms. Ice has worked on several projects requiring relocation assistance and is familiar with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (the Uniform Act).

#### **Select Project Experience**

##### **Project Coordinator, Unser Boulevard Road Widening Project, Albuquerque, New Mexico, 2022–2024**

*Client: City of Albuquerque/Parametrix*

Assisted in project planning, scheduling, and resource allocation, ensuring efficient project execution. Maintained clear communication channels among team members, stakeholders, and clients. Kept detailed project records, tracked project progress and communication of milestones with the client, and facilitated issue resolution to ensure milestones were met. The project involved 19 partial acquisitions, requiring extensive coordination of resources and communication with stakeholders. It involved NMDOT oversight and was required to follow Federal Highway Administration (FHWA) guidelines and the Uniform Act.

##### **Project Coordinator, Main Street Streetscape Phase IV, Bernalillo, New Mexico, 2023–2024**

*Client: Town of Bernalillo/Molzen Corbin*

Assisted in project planning, scheduling, and resource allocation, ensuring efficient project execution. Maintained clear communication channels among team members, stakeholders, and clients. Kept detailed

project records, tracked project progress and communication of milestones with the client, and facilitated issue resolution to ensure milestones were met. The project included acquisitions and relocations in conformance with the Uniform Act and required a NMDOT right of way certification.

##### **Project Coordinator, Paseo del Norte Boulevard Phase I, Albuquerque, New Mexico, 2023–2024**

*Client: City of Albuquerque/NV5*

Assisted in planning, scheduling, and resource allocation to ensure efficient project execution. Maintained communication channels among team members, stakeholders, and clients. Kept detailed project records, tracked progress and communication of milestones with the client, and facilitated issue resolution to ensure milestones were met. The project involved 22 partial acquisitions, requiring coordination of resources and communication with stakeholders. It also involved NMDOT oversight and followed FHWA guidelines and the Uniform Act.

## APPENDIX C: LICENSES



**NMRLD**  
NEW MEXICO  
REGULATION &  
LICENSING DEPARTMENT

*State of New Mexico*

**Board of Real Estate Commission**



HEREBY CERTIFIES THAT

**Meghan M Bayer**

HAVING GIVEN SATISFACTORY EVIDENCE OF THE COMPLETION OF  
PROFESSIONAL AND OTHER REQUIREMENTS PRESCRIBED BY LAW  
IS GRANTED A LICENSE TO PRACTICE IN THE STATE OF NEW MEXICO

**Real Estate Qualifying Broker**

**Tierra Right Of Way Services, Ltd.**

**7500 Jefferson St. NE Suite 206 Albuquerque, NM 87109**

License No. REC-2023-0626

Issued 07/04/2023

Expires 09/30/2028

THIS LICENSE SHOULD BE CONSPICUOUSLY POSTED IN PLACE OF BUSINESS OR AS REQUIRED BY LAW



**NMRLD**  
NEW MEXICO  
REGULATION &  
LICENSING DEPARTMENT



## Board of Real Estate Commission

HEREBY CERTIFIES THAT

# Monica Adriana Rodriguez

HAVING GIVEN SATISFACTORY EVIDENCE OF THE COMPLETION OF  
PROFESSIONAL AND OTHER REQUIREMENTS PRESCRIBED BY LAW  
IS GRANTED A LICENSE TO PRACTICE IN THE STATE OF NEW MEXICO

### Real Estate Associate Broker

**Supervisor Name: Meghan M Bayer**

**Supervisor License Number: REC-2023-0626**

License No. 54020

Issued 12/22/2020

Expires 01/31/2027

THIS LICENSE SHOULD BE CONSPICUOUSLY POSTED IN PLACE OF BUSINESS OR AS REQUIRED BY LAW

**THIS IS TO CERTIFY THAT  
Wade Dale Patterson  
New Mexico Real Estate Commission**

is licensed / registered by the New Mexico Regulation and Licensing Department  
in accordance with provisions of laws in the State of New Mexico

License / Registration No. <b>REC-2025-0177</b>	License / Registration Type Real Estate Qualifying Broker
Issue Date <b>02/25/2025</b>	Expiration Date <b>08/31/2027</b>

The bearer is prohibited by law from using this identification card to give the impression that they are in any way connected with a governmental agency

Signature of holder:

**Tierra Right Of Way Services, Ltd.  
7500 Jefferson St. NE Suite 206,  
Albuquerque, NM 87109**



**NMRLD**  
NEW MEXICO  
REGULATION &  
LICENSING DEPARTMENT

*State of New Mexico*

**Board of Real Estate Commission**

HEREBY CERTIFIES THAT

**Wade Dale Patterson**

HAVING GIVEN SATISFACTORY EVIDENCE OF THE COMPLETION OF  
PROFESSIONAL AND OTHER REQUIREMENTS PRESCRIBED BY LAW  
IS GRANTED A LICENSE TO PRACTICE IN THE STATE OF NEW MEXICO

**Real Estate Qualifying Broker**

**Qualifying Broker working as an Associate Broker**

**Supervisor Name: Meghan M Bayer**

**Supervisor License Number: REC-2023-0626**

**License No. REC-2025-0177**

**Issued 02/25/2025**

**Expires 08/31/2027**

**THIS LICENSE SHOULD BE CONSPICUOUSLY POSTED IN PLACE OF BUSINESS OR AS REQUIRED BY LAW**





*State of New Mexico*



**Board of Real Estate Commission**

HEREBY CERTIFIES THAT

**Cody Ellis Heindselman**

HAVING GIVEN SATISFACTORY EVIDENCE OF THE COMPLETION OF PROFESSIONAL AND OTHER REQUIREMENTS PRESCRIBED BY LAW IS GRANTED A LICENSE TO PRACTICE IN THE STATE OF NEW MEXICO

**Real Estate Associate Broker**

**Supervisor Name: Meghan M Bayer      Supervisor License Number: REC-2023-0626**

**License No. REC-2022-0178      Issued 02/10/2022      Expires 03/31/2028**

**THIS LICENSE SHOULD BE CONSPICUOUSLY POSTED IN PLACE OF BUSINESS OR AS REQUIRED BY LAW**

**NEW MEXICO REAL ESTATE COMMISSION**

**ANGELICA NALLELY ARIAS GUTIERREZ**

is duly licensed to act as a

**Real Estate Associate Broker**

Associated with and licensed under:

**MEGHAN M BAYER**

**7500 Jefferson St. NE Suite 206,  
Albuquerque, NM 87109**

**License Location:  
7500 Jefferson St. NE Suite 206,  
Albuquerque, NM 87109**

**License No: REC-2022-1231**

**Date Issued: 12/15/2022**

**Expires: 02/28/2026**

**THE STATE OF NEW MEXICO**

has issued this license pursuant to the Real Estate License Law,  
Section 61-29-1, NMSA 1978, as amended.

William Davis,

Commission President





**NMRLD**  
NEW MEXICO  
REGULATION &  
LICENSING DEPARTMENT

*State of New Mexico*

**Board of Real Estate Commission**



HEREBY CERTIFIES THAT

**Mary Ann McBride-Andrews**

HAVING GIVEN SATISFACTORY EVIDENCE OF THE COMPLETION OF  
PROFESSIONAL AND OTHER REQUIREMENTS PRESCRIBED BY LAW  
IS GRANTED A LICENSE TO PRACTICE IN THE STATE OF NEW MEXICO

**Real Estate Associate Broker**

**Supervisor Name: Meghan M Bayer**

**Supervisor License Number: REC-2023-0626**

License No. REC-2022-1129

Issued 11/21/2022

Expires 07/31/2028

THIS LICENSE SHOULD BE CONSPICUOUSLY POSTED IN PLACE OF BUSINESS OR AS REQUIRED BY LAW

**NEW MEXICO REAL ESTATE COMMISSION**



**HOUSTON ELIZABETH ICE**

is duly licensed to act as a

**Real Estate Associate Broker**

Associated with and licensed under:

**MEGHAN M BAYER**

**7500 Jefferson St. NE Suite 206,  
Albuquerque, NM 87109**

**License Location:**

**7500 Jefferson St. NE Suite 206,  
Albuquerque, NM 87109**

**License No: REC-2023-0215**

**Date Issued: 03/08/2023**

**Expires: 05/31/2026**

**THE STATE OF NEW MEXICO**

has issued this license pursuant to the Real Estate License Law,  
Section 61-29-1, NMSA 1978, as amended.

William Davis,

Commission President



*State of New Mexico*



**Board of Real Estate Commission**

HEREBY CERTIFIES THAT

**Nicolas Michael Ortiz y Pino**

HAVING GIVEN SATISFACTORY EVIDENCE OF THE COMPLETION OF  
PROFESSIONAL AND OTHER REQUIREMENTS PRESCRIBED BY LAW  
IS GRANTED A LICENSE TO PRACTICE IN THE STATE OF NEW MEXICO

**Real Estate Associate Broker**

**Supervisor Name: Meghan M Bayer**

**Supervisor License Number: REC-2023-0626**

License No. REC-2023-0788

Issued 08/24/2023

Expires 04/30/2026

THIS LICENSE SHOULD BE CONSPICUOUSLY POSTED IN PLACE OF BUSINESS OR AS REQUIRED BY LAW

**NEW MEXICO REAL ESTATE COMMISSION**

**JEANA MARIE ENRIETTA**

is duly licensed to act as a

**Real Estate Associate Broker**

Associated with and licensed under:

**MEGHAN M BAYER**

**7500 Jefferson St. NE Suite 206,  
Albuquerque, NM 87109**

**License Location:  
7500 Jefferson St. NE Suite 206,  
Albuquerque, NM 87109**



**License No: REC-2023-0160**

**Date Issued: 02/23/2023**

**Expires: 12/31/2025**

**THE STATE OF NEW MEXICO**

has issued this license pursuant to the Real Estate License Law,  
Section 61-29-1, NMSA 1978, as amended.

William Davis,

Commission President

**APPENDIX A**

**Cost Proposal Form  
ROW Services Fees  
(NMGRT INCLUDED)**

**ROW SERVICES**

<b>Member</b>	<b>Hourly Rate</b>
Professional Staff (ROW Agent)	\$123.77
Technical Staff	\$102.78
Clerical Staff	\$86.10
Director of Right of Way	\$200.15
Project Manager (Albuquerque GRT rate)	\$161.44
Project Manager (Santa Fe GRT rate)	\$162.28
Project Coordinator	\$113.01
Senior Right of Way Agent	\$139.91
Field Agent	\$123.77
Relocation Agent	\$123.77
Staff Agent	\$102.78

**ACQUISITIONS**

<b>Member</b>	<b>Hourly Rate</b>
Professional Staff (ROW Agent)	\$123.77
Technical Staff	\$102.78
Clerical Staff	\$86.10
Director of Right of Way	\$200.15
Project Manager (Albuquerque GRT rate)	\$161.44
Project Manager (Santa Fe GRT rate)	\$162.28
Project Coordinator	\$113.01
Senior Right of Way Agent	\$139.91
Field Agent	\$123.77
Relocation Agent	\$123.77
Staff Agent	\$102.78

**CONSULTING**

<b>Member</b>	<b>Hourly Rate</b>
Professional Staff (ROW Agent)	\$123.77
Technical Staff	\$102.78
Clerical Staff	\$86.10
Director of Right of Way	\$200.15
Project Manager (Albuquerque GRT rate)	\$161.44
Project Manager (Santa Fe GRT rate)	\$162.28
Project Coordinator	\$113.01
Senior Right of Way Agent	\$139.91
Field Agent	\$123.77
Relocation Agent	\$123.77
Staff Agent	\$102.78

**RELOCATION**

Member	Hourly Rate
Professional Staff (ROW Agent)	\$123.77
Technical Staff	\$102.78
Clerical Staff	\$86.10
Director of Right of Way	\$200.15
Project Manager (Albuquerque GRT rate)	\$161.44
Project Manager (Santa Fe GRT rate)	\$162.28
Project Coordinator	\$113.01
Senior Right of Way Agent	\$139.91
Field Agent	\$123.77
Relocation Agent	\$123.77
Staff Agent	\$102.78

**TITLE WORK**

Member	Hourly Rate
Professional Staff (ROW Agent)	\$123.77
Technical Staff	\$102.78
Clerical Staff	\$86.10
Director of Right of Way	\$200.15
Project Manager (Albuquerque GRT rate)	\$161.44
Project Manager (Santa Fe GRT rate)	\$162.28
Project Coordinator	\$113.01
Senior Right of Way Agent	\$139.91
Field Agent	\$123.77
Relocation Agent	\$123.77
Staff Agent	\$102.78

**TRIAL PREPARATION AND APPEARANCE**

Member	Hourly Rate
Professional Staff (Appraiser)	\$322.88
Professional Staff (Contractor)	\$200.15
Professional Staff (ROW Agent)	\$123.77
Director of Right of Way	\$227.19
Project Manager (Albuquerque GRT rate)	\$188.34
Project Manager (Santa Fe GRT rate)	\$189.33
Project Coordinator	\$123.77
Senior Right of Way Agent	\$166.82
Field Agent	\$145.29
Relocation Agent	\$145.29
Staff Agent	\$108.19

*Proposed Rates include estimated NM Gross Receipts Tax based on current rates published by the New Mexico Tax and Revenue Department. Actual rates will be based on the current NM GRT rate at the time services are rendered.*

**Failure to submit the Technical Proposal and this Cost proposal separately, shall result in the City deeming your submission non-responsive as directed at the beginning of Part 2**

## AGREEMENT

THIS AGREEMENT is made and entered into as of the date of the last signature below, by and between the City of Albuquerque, New Mexico, a municipal corporation (the "City"), and Tierra Right of Way Services, Ltd. ("Contractor").

## RECITALS

WHEREAS, the City needs to establish a contractual relationship with a highly skilled offeror(s) experienced in managing Right of Way (ROW) Services with a proven track record in handling complex acquisitions, property appraisals, negotiations and relocation assistance projects.

WHEREAS, the City desires to engage Contractor to render certain services in connection therewith and Contractor is willing to provide such services.

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

**1. Scope of Services.** The Contractor shall perform the following services ("Services") in a satisfactory and proper manner, as determined by the City: Title Review, Preparation and Administration, Appraisal and Appraisal Review, Acquisitions, Relocations, Closing, Certification, Payments, Status Reports and Record Keeping, Inspections, Negotiations, Surveys, Replats and Vacations. The offeror(s) shall be expected to work closely with the City and other stakeholders, ensuring compliance with all relevant federal regulations, federal aid projects administered by the New Mexico Department of Transportation/Federal Highway Administration (NMDOT/FHWA), State and local regulations, including the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and any other applicable standards.

**2. Time of Performance.** Services of the Contractor shall commence upon execution of this Agreement, and shall be undertaken and completed in such sequence as to assure their expeditious completion in light of the purposes of this Agreement; provided, however, that in any event, all of the Services required hereunder shall be anticipated to have a term of two (2) years with two (2) possible extensions of two (2) years. Contract Terms shall not exceed six (6) years.

**3. Compensation and Method of Payment.**

**A. Compensation.** For performing the Services specified in Section 1, the City agrees to pay the Contractor up to the amount of Two Hundred and No/100 Dollars (\$200,000.00), which amount includes any applicable gross receipts tax and which amount shall constitute full and complete compensation for the Contractor's Services under this Agreement, including all expenditures made and expenses incurred by the Contractor in performing the Services.

**B. Method of Payment.** Such amount shall be payable at the variable rates identified in Exhibit A, attached hereto and incorporated herein, which rate includes any applicable gross receipt tax. Payments shall be made to the Contractor monthly for completed Services upon the City's receipt of Contractor's properly documented requisitions for payment as determined by the budgetary and fiscal guidelines of the City and on the condition that the Contractor has accomplished the Services to the satisfaction of the City.

**C. Appropriations.** Notwithstanding any other provision in this Agreement, the terms of this Agreement are contingent upon the City Council of the City of Albuquerque making the appropriations necessary for the performance of this Agreement. If sufficient appropriations and authorizations are not made by the City Council, or if the City Council unappropriates or deauthorizes funds during a fiscal year, this Agreement may be terminated upon thirty (30) days' written notice given by the City to all other parties to this Agreement. Such event shall not constitute an event of default. All payment obligations of the City and all of its interest in this Agreement will cease upon the date of termination. The City's determination as to whether sufficient appropriations are available or have been made shall be accepted by all parties and shall be final.

**D. Responsibility to Monitor Contract.** Contractor is responsible for ensuring that the Contractor does not bill for Services in an amount that exceeds the total contract amount. With each invoice submitted to the City, the Contractor shall include a ledger report that identifies the total amount the Contractor has billed for Services under this Agreement and any Supplements to this Agreement. If at any time the Contractor determines that payment for Services may or will exceed the total amount provided in this Agreement and any Supplements to this Agreement, the Contractor shall notify the City in writing, as soon as possible after making that determination. If the Contractor's billing exceeds the amount of this Agreement and any Supplements, the City may stop or delay payment, or the Services may be ceased or delayed at the City's request.

**4. Independent Contractor.** Neither the Contractor nor its employees are considered to be employees of the City of Albuquerque for any purpose whatsoever. The Contractor is considered as an independent contractor at all times in the performance of the Services described in Section 1. The Contractor further agrees that neither it nor its employees are entitled to any benefits from the City under the provisions of the Workers' Compensation Act of the State of New Mexico, or to any of the benefits granted to employees of the City under the provisions of the Merit System Ordinance as now enacted or hereafter amended.

**5. Personnel.**

A. The Contractor represents that it has, or will secure at its own expense, all personnel required in performing all of the Services required under this Agreement. Such personnel shall not be employees of or have any contractual relationships with the City.

B. All the Services required hereunder will be performed by the Contractor or under its supervision and all personnel engaged in the work shall be fully qualified and shall be

authorized or permitted under state and local law to perform such Services.

C. None of the work or the Services covered by this Agreement shall be subcontracted without the prior written approval of the City. Any work or Services subcontracted hereunder shall be specified by written contract or Agreement and shall be subject to each provision of this Agreement.

**6. Indemnity.** The Contractor agrees to defend, indemnify, and hold harmless the City and its officials, agents, and employees from and against any and all claims, suits, demands, actions, or proceedings of any kind brought against any of those persons because of any injury or damage received or sustained by any person, persons, or property, which injury is arising out of or resulting from the Contractor's provision of goods or Services under this Agreement, or by reason of any asserted act or omission, neglect, or misconduct of the Contractor or Contractor's agents, employees or subcontractors, or the agents or employees of any subcontractor of Contractor, whether direct or indirect. The defense and indemnity required hereunder shall not be limited by reason of the specification of any particular insurance coverage in this Agreement.

**7. Insurance.** The Contractor shall procure and maintain at its expense until final payment by the City for Services covered by this Agreement, insurance policies in the kinds and amounts provided below, written with insurance companies authorized to do business in the State of New Mexico, which policies cover all operations under this Agreement, whether Services or operations are performed by Contractor or its agents. Before commencing the Services, and upon renewal of all coverages, the Contractor shall furnish to the City a certificate or certificates of insurance, in form satisfactory to the City, showing that Contractor has complied with this Section. All certificates of insurance shall be provided upon execution of this Agreement and upon any cancellation or change in the policy, and the certificates shall provide that thirty (30) days' prior written notice of any cancellation, material change to, or non-renewal of a policy be given to:

Risk Manager  
Department of Finance and Administrative Services  
City of Albuquerque  
P.O. Box 470  
Albuquerque, New Mexico 87103

Various types of required insurance may be written in one or more policies. With respect to all commercial general liability coverages required, the City shall be named as an additional insured, which shall be reflected on all certificates of insurance and endorsement documents. All coverages afforded shall be primary with respect to operations provided. The kinds and amounts of insurance required are set out below:

**A. Commercial General Liability Insurance.** A commercial general liability insurance policy with combined limits of liability for bodily injury or property damage as follows:

\$2,000,000	Per Occurrence
\$2,000,000	Policy Aggregate
\$1,000,000	Products Liability/Completed Operations
\$1,000,000	Personal and Advertising Injury

\$ 5,000 Medical Payments

The policy of insurance must include coverage for all operations performed for the City by the Contractor, and contractual liability coverage shall specifically insure the hold harmless provisions of this Agreement.

**B. Automobile Liability Insurance.** An automobile liability policy with liability limits in amounts not less than \$1,000,000 combined single limit of liability for bodily injury, including death, and property damage in any one occurrence. The policy of insurance must include coverage for the use of all owned, non-owned, and hired automobiles, vehicles and other equipment, both on and off work.

**C. Workers' Compensation Insurance.** Workers' Compensation Insurance for its employees in accordance with the provisions of the Workers' Compensations Act of the State of New Mexico (the "Act"). If the Contractor has determined that the Contractor is not subject to the Act, the Contractor shall certify in a signed statement that the Contractor is not subject to the Act. The Contractor shall notify the City and comply with the Act if the Contractor becomes subject to the Act during the term of the Agreement.

**D. Increased Limits.** If, during the term of this Agreement, the City requires the Contractor to increase the maximum limits of any insurance required herein, an appropriate adjustment in the Contractor's compensation will be made.

**8. Discrimination Prohibited.** In performing the Services required hereunder, the Contractor shall not discriminate against any person on the basis of race, color, religion, gender, sexual preference, sexual orientation, national origin or ancestry, age, physical handicap, or disability as defined in the Americans With Disabilities Act of 1990, as now enacted or hereafter amended.

**9. ADA Compliance.** In performing the Services required hereunder, the Contractor agrees to meet all the requirements of the Americans With Disabilities Act of 1990, and all applicable rules and regulations (the 'ADA'), which are imposed directly on the Contractor or which would be imposed on the City as a public entity. The Contractor agrees to be responsible for knowing all applicable requirements of the ADA and to defend, indemnify and hold harmless the City, its officials, agents and employees from and against any and all claims, actions, suits or proceedings of any kind brought against said parties as a result of any acts or omissions of the Contractor or its agents in violation of the ADA.

**10. Conflict of Interest.** No officer, agent or employee of the City will participate in any decision relating to this Agreement which affects that person's financial interest, the financial interest of his or her spouse or minor child or the financial interest of any business in which he or she has a direct or indirect financial interest.

**11. Interest of Contractor.** The Contractor agrees that it presently does not have, and shall acquire no direct or indirect interest which conflicts in any manner or degree with the performance of the terms of this Agreement. The Contractor will not employ any person who has

any such conflict of interest to assist the Contractor in performing the Services.

**12. No Collusion.** The Contractor represents that this Agreement is entered into by the Contractor without collusion on the part of the Contractor with any person or firm, without fraud and in good faith. The Contractor also represents that no gratuities, in the form of entertainment, gifts or otherwise, were, or during the term of this Agreement, will be offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the City with a view towards securing this Agreement or for securing more favorable treatment with respect to making any determinations with respect to performing this Agreement.

**13. Debarment, Suspension, Ineligibility and Exclusion Compliance.** The Contractor certifies that it has not been debarred, suspended or otherwise found ineligible to receive funds by any agency of the executive branch of the federal government, the State of New Mexico, any local public body of the State, or any state of the United States. The Contractor agrees that should any notice of debarment, suspension, ineligibility or exclusion be received by the Contractor, the Contractor will notify the City immediately.

**14. Reports and Information.** At such times and in such forms as the City may require, there shall be furnished to the City such statements, records, reports, data and information, as the City may request pertaining to matters covered by this Agreement. Unless otherwise authorized by the City, the Contractor will not release any information concerning the work product including any reports or other documents prepared pursuant to this Agreement until the final product is submitted to the City.

**15. Open Meetings Requirements.** Any nonprofit organization in the City which receives funds appropriated by the City, or which has as a member of its governing body an elected official, or appointed administrative official, as a representative of the City, is subject to the requirements of § 2-5-1 et seq., R.O.A. 1994, Public Interest Organizations. The Contractor agrees to comply with all such requirements, if applicable.

**16. Public Records.** The parties acknowledge that the City is a government entity subject to the New Mexico Inspection of Public Records Act (Sections 14-2-1 et seq., NMSA 1978). Notwithstanding any other provision of this Agreement, the City shall not be responsible to Contractor for any disclosure of Confidential Information pursuant to that Act or pursuant to the City's public records act laws, rules, regulations, instructions or any other legal requirement.

**17. Establishment and Maintenance of Records.** Records shall be maintained by the Contractor in accordance with applicable laws and requirements prescribed by the City with respect to all matters covered by this Agreement. Except as otherwise authorized by the City, such records shall be maintained for a period of four (4) years after receipt of final payment under this Agreement.

**18. Audits and Inspections.** At any time during normal business hours and as often as the City may deem necessary, Contractor shall make all of the Contractor's records with respect to all matters covered by this Agreement available to the City for examination. The Contractor shall allow the City to audit, examine, and make excerpts or transcripts from such records, and to

make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment, and other data related to all matters covered by this Agreement. The Contractor understands and will comply with the City's Accountability in Government Ordinance, §2-10-1 et seq. and Inspector General Ordinance, §2-17-1 et seq. R.O.A. 1994, and also agrees to provide requested information and records and to appear as a witness in hearings for the City's Board of Ethics and Campaign Practices pursuant to Article XII, Section 9 of the Albuquerque City Charter.

**19. Ownership, Publication, Reproduction and Use of Material.** No material produced in whole or in part under this Agreement shall be subject to copyright in the United States or in any other country. The City shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data or other materials prepared under this Agreement.

**20. Compliance With Laws.** In performing the Services required hereunder, the Contractor shall comply with all applicable laws, ordinances, and codes of the federal, state and local governments.

**21. Changes.** The City may, from time to time, request changes in the Services to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by and between the City and the Contractor, shall be incorporated in written amendments to this Agreement.

**22. Assignability.** The Contractor shall not assign or transfer any interest in this Agreement, whether by assignment or novation, without the prior written consent of the City.

**23. Termination for Cause.** If, for any reason, the Contractor fails to fulfill its obligations under this Agreement in a timely and proper manner, or if the Contractor violates any provision of this Agreement, the City has the right to terminate this Agreement by giving written notice of the termination to the Contractor and specifying a termination effective date at least five (5) days after notice is provided. In such event, all finished or unfinished documents, data, maps, studies, surveys, drawings, models, photographs, and reports prepared by the Contractor under this Agreement shall, at the option of the City, become the City's property, and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed under the Agreement. Notwithstanding any other provision of this section, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Agreement by the Contractor, and the City may withhold any payments to the Contractor for the purposes of set-off until such time as the exact amount of damages due the City from the Contractor is determined.

**24. Termination for Convenience of City.** The City may terminate this Agreement at any time by giving at least fifteen (15) days' notice of the termination in writing to the Contractor. If the Contract is terminated as provided herein, the Contractor will be paid an amount that bears the same ratio to the total compensation provided for under the Agreement as the Services actually performed bear to the total Services required under the Agreement, less payments of compensation previously made. If this Agreement is terminated due to the fault of the Contractor, the Termination for Cause provision shall apply.

**25. Construction and Severability.** If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other part of this Agreement so long as the remainder of the Agreement is reasonably capable of completion.

**26. Enforcement.** The Contractor agrees to pay to the City all costs and expenses, including reasonable attorneys' fees, incurred by the City in exercising any of its rights or remedies in connection with the enforcement of this Agreement.

**27. Entire Agreement.** This Agreement contains the entire agreement of the parties and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith.

**28. Applicable Law and Venue.** This Agreement is governed by and construed and enforced in accordance with the laws of the State of New Mexico and the City of Albuquerque. The venue for actions arising in connection with this Agreement is Bernalillo County, New Mexico.

**29. Force Majeure.** The City shall not be liable for failure to perform its obligations under this Agreement, for any loss or damage of any kind, or for any consequences resulting from delay or inability to perform, due to causes beyond the reasonable control and without the fault or negligence of the City. Such causes ("Force Majeure Events") include, but are not restricted to: acts of God or the public enemy; acts of State, Federal or local governments; shortage or inability to obtain materials; breakdowns or delays of carriers, manufacturers, or suppliers; freight embargoes; theft; fire; flood; epidemics or pandemics; quarantine restrictions; strikes; lockouts; unusually severe weather; and defaults of subcontractors due to any of the above. If a Force Majeure Event causes any failure to perform, the City shall promptly inform the Contractor in writing of such event, indicating the expected duration thereof and the period for which suspension in performance is requested. The parties shall consult with each other in good faith with respect to modification of this Agreement to reflect such suspension or other changes (if any) desired by the City as a result thereof. The rights and remedies of the City provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this Agreement.

**30. Electronic Signatures.** Authenticated electronic signatures are legally acceptable pursuant to Section 14-16-7 NMSA 1978. The parties agree that this Agreement may be electronically signed and that the electronic signatures appearing on this Agreement are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

**31. Approval Required.** This Agreement shall not become binding upon the City until approved by the highest approval authority of the City required under this Agreement.

SIGNATURES ON FOLLOWING PAGES

**CITY OF ALBUQUERQUE**

Approved By:

\_\_\_\_\_  
Samantha Sengel, EdD  
Chief Administrative Officer

Date: \_\_\_\_\_

\_\_\_\_\_  
Jennifer Turner, Director  
Department of Municipal Development

Date: \_\_\_\_\_

\_\_\_\_\_  
Kathleen Oney, Chief Procurement Officer

Date: \_\_\_\_\_

**CONTRACTOR:**  
**TIERRA RIGHT OF WAY SERVICES, LTD.**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_