



**PURCHASING ITEM
FOR
COUNCIL AGENDA
Memo No. RE08-259**

1. Agenda Item Number:
25
2. Council Meeting Date:
April 10, 2008

TO: MAYOR & COUNCIL

3. Date Prepared: March 19, 2008

THROUGH: CITY MANAGER

4. Requesting Department: Public Works

5. SUBJECT: Approval of two Contracts with O.R. Colan Associates in the total amount of \$169,250 for acquisition and relocation services. These services are needed for the Alma School Road at Ray Road Intersection Improvements, Project No. ST0704.

6. RECOMMENDATION: Staff recommends Council approve two Contracts with O.R. Colan Associates in the total amount of \$169,250 for acquisition and relocation services. These services are needed for the Alma School Road at Ray Road Intersection Improvements, Project No. ST0704.

7. BACKGROUND/DISCUSSION: Council has approved the alignment for the Alma School Road and Ray Road Intersection Improvements. The project is required to relieve congestion along this major arterial corridor. The proposed roadway improvements will include the construction of three through lanes, dual left turn lanes, right turn lanes, bus pullouts, and bike lanes in each direction.

The Alma School Road and Ray Road Intersection Improvement Project requires the acquisition of real property (road right-of-way and easements) from private property. Road right-of-way and/or easement acquisitions for the proposed improvements will be required from an estimated 9 residential properties, 1 church, and 23 commercial/retail parcels. This includes probable full acquisitions of 2 of the residential properties (parcel numbers 302-49-119 & 302-49-125) and 2 commercial/retail properties (parcel numbers 302-43-001D & 302-43-001E) at the southeast and northeast corners of the intersection. City staff have discussed the possible full acquisition of these four parcels with the property owners. An additional commercial/retail property full acquisition (parcel number 302-43-164A) may be necessary pending appraisal results. Construction should begin in 2010.

8. EVALUATION: O.R. Colan Associates was selected in accordance with established City policies and procedures.

9. FINANCIAL IMPLICATIONS:

Total Acquisition and Relocation Contracts: \$169,250

Fund Source:

Acct. No.:	Fund Name:	Program Name:	CIP Funded:	Amount:
411.3310.0000.6517.7ST315	Arterial Street Impact Fees	Alma School / Ray Roads	FY04/05	\$169,250

10. PROPOSED MOTION: Move that Council approve the two Contracts with O.R. Colan Associates in the total amount of \$169,250 for acquisition and relocation services. These services are needed for the Alma School Road at Ray Road Intersection Improvements, Project No. ST0704.

ATTACHMENTS: Location/Site Map

APPROVALS

11. Requesting Department

Daniel W. Cook, Deputy Public Works Director

13. Department Head

R.J. Zeder, Public Works Director

12. Buyer/Contract Administration:

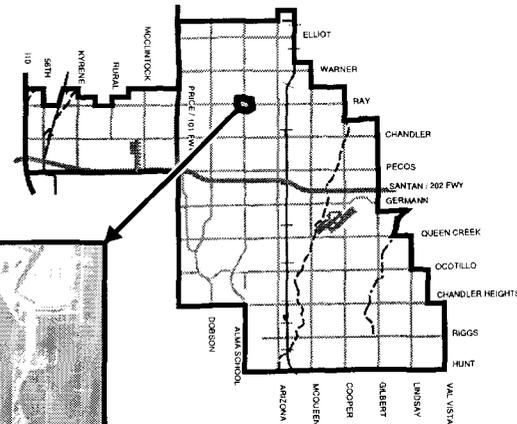
Erich Kuntze, Real Estate Operations Coordinator

14. City Manager

W. Mark Pentz



ALMA SCHOOL ROAD/ RAY ROAD INTERSECTION IMPROVEMENTS



(ACQUISITION AND RELOCATION SERVICE CONTRACT)

MEMO NO. RE08-259

LEGEND

-  POTENTIAL FULL R/W ACQUISITION
-  FULL R/W ACQUISITION
-  R/W ACQUISITION REQUIREMENTS
-  STREET CENTERLINE



**CITY OF CHANDLER
PROFESSIONAL SERVICES AGREEMENT**

THIS AGREEMENT is made and entered into this _____ day of October, 2007, by and between the City of Chandler, a Municipal Corporation of the State of Arizona, hereinafter referred to as "CITY", and **O. R. Colan Associates of California, LLC**, hereinafter referred to as "CONSULTANT".

WHEREAS, the Mayor and City Council of the City of Chandler is authorized and empowered by provisions of the City Charter to execute contracts for professional services; and

WHEREAS, CONSULTANT represents that CONSULTANT has the expertise and is qualified to perform the services described in the Agreement.

NOW THEREFORE, in consideration of the mutual promises and obligations set forth herein, the parties hereto agree as follows:

1. PERSONNEL

- 1.1 CONSULTANT shall act under the authority and approval of City's Real Estate Manager or a designee, to provide the professional services required by this Agreement.
- 1.2 The CONSULTANT has been approved by the CITY to perform the services described herein: Relocation Services for the **Alma School Road @ Ray Road Intersection Improvement, Project No. ST0704**, pursuant to the attached bid letter and scope of work.
- 1.3 The CITY reserves the right to review and approve any/all changes to CONSULTANT's key staff assigned to the City of Chandler project by the firm during the term of this Agreement.

2. SERVICE DESCRIPTION

Provide relocation services as outlined in Exhibit "A" attached (scope of work), in accordance with said Scope of Work, for the property owners and/or tenants listed in Exhibit "B" (bid letter and proposal) attached.

3. ACCEPTANCE AND DOCUMENTATION

- 3.1 Each task shall be reviewed and approved by City's Real Estate Manager or a designee to determine acceptable completion.
- 3.2 The CITY shall provide to the CONSULTANT legal descriptions, title reports, and copies of appraisals for each of the property rights to be acquired.
- 3.3 All documents, including but not limited to, data compilations, studies, and reports which are prepared in the performance of this Agreement, are to be and remain the property of CITY and are to be delivered to City's Real Estate Manager or designee before final payment is made to the CONSULTANT.
- 3.4 All services, including reports, opinions, and information, to be furnished under this Agreement, are confidential and shall not be divulged, in whole or in part, to any person, other than a duly authorized representative of CITY, without prior written approval of CITY, except to testimony under oath in a judicial proceeding or as otherwise required by law. CONSULTANT shall take all necessary steps to insure that no member of his staff or organization divulges any such information except as may be required by law.

4. FEES

CITY shall pay to CONSULTANT the **NOT TO EXCEED sum of \$68,000 to complete ten (10) business and three (3) residential relocations**, which sum shall include all costs or expenses incurred by CONSULTANT. Payments to the CONSULTANT shall be made within thirty (30) days of submission of the completed and approved invoices. In the event the CITY requests the CONSULTANT cease work on a particular project prior to its completion, payment shall be made prorated on the basis of work completed.

Payment Schedule

Residential Relocation Services

- 20% Initial relocation interview with displacee
- 15% Comparable housing determination approved by City
- 15% Relocation determination presented to displacee with 90-day notice
- 20% Replacement housing payment claim approved
- 20% Move completed and balance of claim work approved by City
- 10% Relocation file submitted to City for closing

Business Relocation Services

- 20% Initial relocation interview with displacee
- 10% Preliminary eligibility determination and 90-day notice presented
- 10% Certified inventory completed
- 10% Replacement site selected or decision not to continue business operations
- 15% Moving bids obtained and presented to displacee
- 25% Move completed (property vacated) and balance of payments approved by City
- 10% Relocation file submitted to City for closing

5. **TERM.**

5.1 CONSULTANT shall complete the work described herein after receipt of the authorization to proceed from the City of Chandler as follows:

- a. Following execution of this Agreement by CITY, CONSULTANT shall immediately commence work and shall complete all services described herein within 18 months from date of relocation determination.
- b. Within five days of receipt of the notice to proceed the CONSULTANT, shall meet with City Staff to exchange information, project timetable, project coordination and dissemination of information to people affected by the project.
- c. Within seven days of receipt of the notice to proceed the CONSULTANT shall make contact with property owners for the purpose of providing information about the project.
- d. Within seven days after offers are made to the property owners the CONSULTANT shall contact any tenants and proceed with the relocation process for tenants and owner occupants, to deliver determination letter.

- e. The balance of the CONSULTANT'S responsibilities, as outlined in the attached Scope of Work, shall be performed in accordance with the timetable determined by City Staff and the CONSULTANT.

5.2 Time is of the essence with production of the work for this (these) Review(s). It is understood that should CONSULTANT not produce the agreed upon work in the proscribed time, CITY may elect to ask CONSULTANT to terminate work on the project.

6. **TERMINATION**

Termination for Convenience: CITY reserves the right to terminate this Agreement or any part thereof for its sole convenience with fifteen (15) days written notice. In the event of such termination, CONSULTANT shall immediately stop all work hereunder, and shall immediately cause any of its suppliers and subconsultants to cease such work. As compensation in full for services performed to the date of such termination, the CONSULTANT shall receive a fee for the percentage of services actually completed. This fee shall be in the amount to be mutually agreed upon by the CONSULTANT and CITY, based on the agreed Scope of Work. If there is no mutual agreement, the Real Estate Manager shall determine the percentage of completion of each task detailed in the Scope of Work and the CONSULTANT's compensation shall be based upon such determination and CONSULTANT's fee schedule included herein. CITY shall make this final payment within thirty (30) days after the CONSULTANT has delivered the last of the partially completed items. CONSULTANT shall not be paid for any work done after receipt of the notice of termination, nor for any costs incurred by CONSULTANT's suppliers or subconsultants, which CONSULTANT could reasonably have avoided.

7. **GENERAL TERMS**

7.1 **Entire Agreement**

This Agreement constitutes the entire understanding of the parties and supersedes all previous representations, written or oral, with respect to the services specified herein. This Agreement may not be modified or amended except by a written document, signed by authorized representatives or each party.

7.2 **Arizona Law**

This Agreement shall be governed and interpreted according to the laws of the State of Arizona.

7.3 **Modifications**

Any amendment, modification or variation from the terms of this Agreement shall be in writing and shall be effective only after approval of all parties signing the original Agreement.

7.4 **Assignment**

Services covered by this Agreement shall not be assigned or sublet in whole or in part without the prior written consent of the Real Estate Manager.

7.5 **Attorney's Fees**

In the event either party brings any action for any relief, declaratory or otherwise, arising out of this Agreement, or on account of any breach or default hereof, the prevailing party shall be entitled to received from the other party reasonable attorneys' fees and reasonable costs and expenses, determined by the court sitting without a jury, which shall be deemed to have accrued on the commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

7.6 *Independent Consultant*

The services CONSULTANT provides under the terms of this Agreement to the CITY are that of an Independent CONSULTANT, not an employee or agent of the CITY. CITY will report the value paid for these services each year to the Internal Revenue Service (I.R.S.) using Form 1099.

CITY shall not withhold income tax as a deduction from contractual payments. As a result of this, CONSULTANT may be subject to I.R.S. provisions for payment of estimated income tax. CONSULTANT is responsible for consulting the local I.R.S. office for current information on estimated tax requirements.

8. *CONFLICT OF INTEREST*

8.1. *No Kickback*

CONSULTANT warrants that no person has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee; and that no member of the City Council or any employee of the CITY has any interest, financially or otherwise, in the firm unless this interest has been declared pursuant to the provisions of A.R.S. Section 38-501. Any such interests were disclosed in CONSULTANT'S proposal to the CITY.

8.2 *Kickback Termination*

CITY may cancel any contract or agreement, without penalty or obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the agreement on behalf of the CITY'S departments or agencies is, at any time while the Agreement or any extension of the Agreement is in effect, an employee of any other party to the Agreement in any capacity or a consultant to any other party to the Agreement with respect to the subject matter of the Agreement. The cancellation shall be effective when written notice from the CITY is received by all other parties to the Agreement, unless the notice specifies a later time (A.R.S. §38-511).

8.3 *No Conflict*

CONSULTANT stipulates that its officers and employees do not now have a conflict of interest and it further agrees for itself, its officers and its employees that it will not contract for or accept employment for the performance of any work or services with any individual business, corporation or government unit that would create a conflict of interest in the performance of its obligations pursuant to this project.

8.4 Neither the CONSULTANT 'S employment nor their compensation is in any way contingent upon the value of the relocation amount under this Agreement.

8.5 The CONSULTANT warrants that they have no interest, present or contemplated, in the property or the properties affected by this work.

9. *NOTICES*

All notices or demands required to be given pursuant to the terms of this Agreement shall be given to the other party in writing, delivered by hand or registered or certified mail, at the addresses set forth below, or to such other address as the parties may substitute by written notice given in the manner prescribed in this paragraph.

In the case of CONSULTANT: Charles Grombacher
O.R. Colan Associates of California, LLC
14362 N. Frank Lloyd Wright Blvd., Suite 1000
Scottsdale, AZ 85260
(480) 477-6567
(480) 477-6569 fax

In the case of City: Erich Kuntze
Real Estate Operations Coordinator
P.O. Box 4008, Mail Stop 916
Chandler, AZ 85244-4008
(480) 782-3390
(480) 782-3399 fax

With a copy to: Glenn Brockman
City Attorney's Office
P.O. Box 4008, Mail Stop 602
Chandler, AZ 85244-4008
(480) 782-4640
(480) 782-4652 fax

Notices shall be deemed received on date delivered, if delivered by hand, and on the delivery date indicated on receipt if delivered by certified or registered mail.

10. FORCE MAJEUR

Neither party shall be responsible for delays or failures in performance resulting from acts beyond their control. Such acts shall include, but not be limited to, acts of God, riots, acts of war, epidemics, governmental regulations imposed after the fact, fire, communication line failures, power failures, or earthquakes.

11. TAXES

CONSULTANT shall be solely responsible for any and all tax obligations, which may result out of the CONSULTANT's performance of this Agreement. The CITY shall have no obligation to pay any amounts for taxes, of any type, incurred by the CONSULTANT.

12. ADVERTISING

No advertising or publicity concerning CITY using the CONSULTANT's services shall be undertaken without prior written approval of such advertising or publicity by the City Contract Administrator.

13. COUNTERPARTS

This Agreement may be executed in one or more counterparts, and each originally executed duplicate counterpart of this Agreement shall be deemed to possess the full force and effect of the original.

14. CAPTIONS

The captions used in this Agreement are solely for the convenience of the parties, do not constitute a part of this Agreement and are not to be used to construe or interpret this Agreement.

15. SUBCONSULTANTS

During the performance of the Agreement, the CONSULTANT may engage such additional Subconsultants as may be required for the timely completion of this Agreement. The addition of any Subconsultants shall be subject to the prior approval of the CITY.

In the event of subcontracting, the sole responsibility for fulfillment of all terms and conditions of this Agreement rests with the CONSULTANT.

16. INDEMNIFICATION AND INSURANCE

16.1 Indemnification

INDEMNIFICATION: The Consultant agrees to indemnify, defend, and save harmless the City of Chandler, its Mayor and Council, appointed boards and commissions, officials, officers, employees, individually and collectively; from all losses, claims, suits, actions, payments and judgments, demands, expenses, attorney's fees, defense costs, or actions of any kind and nature resulting from personal injury to any person, including employees of the Consultant or of any Sub Consultant employed by the Consultant (including bodily injury and death) or damages to any property, arising or alleged to have arisen out of the negligent performance of the Consultant for the work to be performed hereunder, except any such injury or damages arising out of the sole negligence of the City, its officers, agents or employees. IT IS THE INTENTION OF THE PARTIES to this contract that the City of Chandler, its Mayor and Council, appointed boards and commissions, officials, officers, employees, individually and collectively, are to be indemnified against their own negligence unless and except their negligence is found to be the sole cause of the injury to persons or damages to property.

The amount and type of insurance coverage requirements set forth in the Agreement will in no way be construed as limiting the scope of indemnity in this paragraph.

16.2 Insurance Representations and Requirements

16.2.1 Insurance Requirements

- A CONSULTANT, at its own expense, shall purchase and maintain insurance of the types and amounts required in this section, with companies possessing a current A.M. Best, Inc. rating of B++6, or better and legally authorized to do business in the State of Arizona with policies and forms satisfactory to CITY.
- B Policies written on a "Claims made" basis are not acceptable without written permission from the City's Risk Manager.
- C All insurance required herein shall be maintained in full force and effect until all work or services required to be performed under the terms of this Agreement is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of CITY, constitute a material breach of this Agreement and may result in termination of this contract.
- D If any of the insurance policies are not renewed prior to expiration, payments to the CONSULTANT may be withheld until these requirements have been met, or at the option of the City, the City may pay the Renewal Premium and withhold such payments from any monies due the CONSULTANT.

- E All insurance policies, except Workers' Compensation and Professional Liability required by this Agreement, and self-insured retention or deductible portions, shall name, to the fullest extent permitted by law for claims arising out of the performance of this contract, the City of Chandler, its agents, representatives, officers, directors, officials and employees as Additional Insureds.
- F CONSULTANT's insurance shall be primary insurance over any insurance available to the CITY and as to any claims resulting from this contract, it being the intention of the parties that the insurance policies so effected shall protect both parties and be primary coverage for any and all losses covered by the described insurance.
- G The insurance policies, except Workers' Compensation, shall contain a waiver of transfer rights of recovery (subrogation) against CITY, its agents, representatives, officers, directors, officials and employees for any claims arising out of CONSULTANT's acts, errors, mistakes, omissions, work or service.
- H The insurance policies may provide coverage which contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall be assumed by and be for the account of, and at the sole risk of CONSULTANT. CONSULTANT shall be solely responsible for the deductible and/or self-insured retention. The amounts of any self-insured retentions shall be noted on the Certificate of Insurance. CITY, at its option, may require CONSULTANT to secure payment of such deductibles or self-insured retentions by a Surety Bond or an irrevocable and unconditional letter of credit. Self-insured retentions in excess of \$10,000 will not be accepted except with permission of the Management Services Director/designee.
- I All policies and certificates shall contain an endorsement providing that the coverage afforded under such policies shall not be reduced, canceled or allowed to expire until at least thirty (30) days prior written notice has been given to CITY.
- J Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the CONSULTANT with reasonable promptness in accordance with the CONSULTANT's information and belief.
- K In the event that claims in excess of the insured amounts provided herein, are filed by reason of any operations under this contract, the amount of excess of such claims, or any portion thereof, may be withheld from payment due or to become due the CONSULTANT until such time as the CONSULTANT shall furnish such additional security covering such claims as may be determined by the CITY.

16.2.2 Proof of Insurance - Certificates of Insurance

- A Prior to commencing work or services under this Agreement, CONSULTANT shall furnish to CITY Certificates of Insurance, issued by CONSULTANT's insurer(s), as evidence that policies providing the required coverages, conditions and limits required by this Agreement are in full force and effect and obtain from the City's Risk Management Division approval of such Certificates.
- B If a policy does expire during the life of this Agreement, a renewal certificate must be sent to the City of Chandler five (5) days prior to the expiration date.
- C All Certificates of Insurance shall identify the policies in effect on behalf of CONSULTANT, their policy period(s), and limits of liability. Each Certificate shall include the job site and project number and title. Coverage shown on the Certificate of Insurance must coincide with the requirements in the text of the contract documents. Information required to be on the certificate of Insurance may be typed on the reverse of the Certificate and countersigned by an authorized representative of the insurance company.

- D CITY reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. CITY shall not be obligated, however, to review same or to advise CONSULTANT of any deficiencies in such policies and endorsements, and such receipt shall not relieve CONSULTANT from, or be deemed a waiver of CITY's right to insist on, strict fulfillment of CONSULTANT's obligations under this Agreement.

16.2.3 Required Coverage

- A Such insurance shall protect CONSULTANT from claims set forth below which may arise out of or result from the operations of CONSULTANT under this Contract and for which CONSULTANT may be legally liable, whether such operations be by the CONSULTANT or by a Sub-consultant or subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. Coverage under the policy will be at least as broad as Insurance Services Office, Inc., policy form CG00011093 or equivalent thereof, including but not limited to severability of interest and waiver of subrogation clauses.
- B Claims under workers' compensation, disability benefit and other similar employee benefit acts which are applicable to the Work to be performed;
- C Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
- D Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
- E Claims for damages insured by usual personal injury liability coverage;
- F Claims for damages, other than to Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
- G Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle; Coverage will be at least as broad as Insurance Service Office, Inc., coverage Code "I" "any auto" policy form CA00011293 or equivalent thereof.
- H Claims for bodily injury or property damage arising out of completed operations;
- I Claims involving contractual liability insurance applicable to the Contractor's obligations under the Indemnification Agreement;
- J Claims for injury or damages in connection with one's professional services;
- K Claims involving construction projects while they are in progress. Such insurance shall include coverage for loading and off loading hazards. If any hazardous material, as defined by any local, state or federal authorities are to be transported, MCS 90 endorsement shall be included.

16.2.4 Commercial General Liability - Minimum Coverage Limits

The Commercial General Liability insurance required herein shall be written for not less than \$2,000,000 limits of liability or ten percent (10%) of the Contract Price, whichever coverage is greater. Any combination between general liability and excess general liability alone amounting to a minimum of \$2,000,000 per occurrence (or 10% per occurrence) and an aggregate of \$4,000,000 (or 20% whichever is greater) in coverage will be acceptable. The Commercial General Liability additional insured endorsement shall be as broad as the Insurance Services, Inc's (ISO) Additional Insured, Form B, CG 20101001, and shall include coverage for CONSULTANT's operations and products, and completed operations.

16.2.5 General Liability - Minimum Coverage Limits

The General Liability insurance required herein, including, Comprehensive Form, Premises-Operations, Explosion and Collapse, Underground Hazard, Products/Completed Operations, Contractual Insurance, Broad Form Property Damage, Independent Contractors, and Personal Injury shall be written for Bodily Injury and Property Damage Combined shall be written for not less than \$2,000,000 or 10% of the contract cost and with a \$4,000,000 aggregate.

16.2.6 Automobile Liability

CONSULTANT shall maintain Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than \$2,000,000 each occurrence with respect to any owned, hired, and non-owned vehicles assigned to or used in performance of the CONSULTANT's work. Coverage shall be at least as broad as coverage code 1, "any auto", (Insurance Service Office, Inc. Policy Form CA 00011293, or any replacements thereof). Such insurance shall include coverage for loading and off loading hazards if hazardous substances, materials or wastes are to be transported and a MCS 90 endorsement shall be included with coverage limits of \$5,000,000 per accident for bodily injury and property damage.

16.2.7 Worker's Compensation and Employer's Liability

CONSULTANT shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over CONSULTANT's employees engaged in the performance of the work or services; and, Employer's Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease coverage for each employee, and \$1,000,000 disease policy limit.

In case any work is subcontracted, CONSULTANT will require the Subcontractor to provide Workers' Compensation and Employer's Liability to at least the same extent as required of CONSULTANT.

16.2.8 Professional Liability

CONSULTANT shall maintain Professional Liability insurance covering acts, errors, mistakes and omissions arising out of the work or services performed by CONSULTANT, or any person employed by CONSULTANT, with the coverage limit of not less than \$1,000,000 per each occurrence.

17. *SEVERABILITY AND AUTHORITY*

17.1 *Severability*

If any term or provision of this Agreement shall be found to be illegal or unenforceable, then notwithstanding such illegality or unenforceability, this Agreement shall remain in full force and effect and such term or provision shall be deemed to be deleted.

17.2 *Authority*

Each party hereby warrants and represents that it has full power and authority to enter into and perform this Agreement, and that the person signing on behalf of each has been properly authorized and empowered to enter this Agreement. Each party further acknowledges that it has read this Agreement, understands it, and agrees to be bound by it.

IN WITNESS WHEREOF, the City of Chandler, by its Real Estate Manager, has hereunto subscribed her name this _____ day of October, 2007.

CITY OF CHANDLER

CONSULTANT:
O.R. Colan Associates of California, LLC

By: _____
Erich Kuntze

Its: Real Estate Operations Coordinator

By: Stephen J. Toth
Stephen J. Toth
Its: Chief Operating Officer

APPROVED AS TO FORM:

City Attorney *GAB*

Exhibit "A"

SCOPE OF WORK

IN GENERAL

The CONSULTANT shall perform the relocation services necessary to relocate the relocatees in the Project. CONSULTANT will provide relocation services in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, 42USC Sections 4601 through 4655, inclusive, and the regulations promulgated there under (collectively called the "Federal Act"). This includes the State of Arizona's version of the Federal Act under A.R.S. Sections 11-961 through 971 and all associated regulations, (collectively called the "State Act"). The following is an outline of the typical services to be provided, which includes but is not limited to the following:

Relocation Services

- At beginning of the project, sit down with City staff to exchange information and ideas on the project, including project timetable, project coordination and dissemination of information to people affected by our activities.
- Open files and status charts.
- Secure and review City's Relocation forms.
- Review documents and information pertaining to the relocatees displacement property, including preliminary title reports, appraisals, offers to purchase and lease documents.
- Determine the needs and eligibility of displacees by conducting a personal interview with each displacee and providing relocation advisory assistance to displaced individuals designated by the CITY in accordance with applicable laws and CITY policies and procedures.
- Determine relocatees potential eligibility for replacement housing allowance by identifying the relocatee's family composition, income and special needs. Prepare preliminary occupancy and data report.
- Gather information regarding utility costs of comparable dwellings and the displacement dwelling from displacees, or contact utility companies.
- Collect rental/comparable sales information from the Phoenix Multiple Listing Service, local Realtors, classified newspaper ads, and field search, analyze it for decent, safe and sanitary comparable dwellings. Inspect comparable dwellings and select the most comparables.
- Gather and evaluate supporting data, in order to calculate probable entitlement and prepare the Statement of Probable Entitlement. Submit comparables supporting data entitlement amounts and letter to the City of Chandler Real Estate Manager for approval prior to presenting to displacee. Schedule personal meetings with owner/tenant to present the 90-Day Notice, Statement of Probable Entitlement, Relocation Brochure and business card. Explain relocation program as it applies to their residential relocation, in accordance with Federal, State and CITY guidelines.
- Evaluate supporting data for increased mortgage interest calculations and incidental expenses, as appropriate. Prepare and deliver notices, as required, including 90 and 30-Day Notices.
- Conduct DSS (Decent, Safe and Sanitary) inspection on all residential replacement housing.

- Prepare and submit relocation payment packages, with all supporting documentation to the CITY for review, audit approval by the Real Estate Manager and payment.
- Minimize hardship to displacees by providing counseling, information as to other sources of assistance, methods of claiming relocation benefits, and such other help as may be appropriate from the initiation through the completion stage.
- Maintain current and detailed contact report or diary, documenting all actions relating to the parcel to include dates, places and names.
- Monitor status and provide weekly reports to the City of Chandler Real Estate Department.
- Review and forward all requests by displacees to appeal any determination regarding relocation benefits to the CITY for appropriate action.
- Provide to the CITY in connection with any appeal, all information and data obtained by CONSULTANT and testify on behalf of the CITY, even though the term of contract may have expired or otherwise been terminated.
- Finalize all relocations, provide final report to the CITY and deliver completed relocation file to the CITY.

In the event that the project necessitates the displacement of a business, agri-business or non-profit organization owner or occupant, and a relocation assistance program is required in compliance with federal, state and CITY guidelines, a preliminary survey and identification of the type and kind of parcels to be affected, will be conducted and relocation advisory services provided that include but are not limited to the tasks noted above and the following:

- Determine potential eligibility for relocation payments by reviewing eligibility criteria and case data.
- Personally interview the displacee to identify in detail displacee's needs and problems. After approval by the City of Chandler Real Estate Manager, present 90-Day Notice, Relocation Brochure and business card. Provide relocatee advisory assistance and explain in detail the options for payment of reasonable moving expenses, reestablishment and site search reimbursements.
- Review and approve the compilation of a certified personal property inventory, determine from appraisal report any tenant owned improvements and eliminate them from moving expense consideration.
- Provide assistance in locating a suitable replacement site, obtain all moving bid estimates, assist relocatee in selecting move option, obtain approval from the City of Chandler Real Estate Department; select mover, prepare mover agreement, plan move, monitor and oversee move.
- Collect supporting documents and submit payment of moving expenses to the City of Chandler for approval and processing.
- Determine expenses (e.g., improvements to the property, advertisement, impact fees, increased operating costs) necessary and eligible as reestablishment expenses, not to exceed \$10,000.00. Inspect the replacement property, obtain cost estimates, verify previous two years expenses and income and project next two years to assess whether increased operating costs will exist. Based on decisions of displacee and program guidelines, determine eligibility for reimbursement. Obtain approval of the City of Chandler Real Estate Department prior to submitting to displacee.

- If displacee decides not to relocate some personal property, verify that a bona fide attempt has been made to sell the items. Determine eligibility for direct loss payment and compute amount of payment. Submit to the City of Chandler Real Estate Department for approval prior to submitting to displacee.
- Determine eligibility for actual reasonable site search expenses not to exceed \$2,500.00. Have displacee sign claim form and submit to the City of Chandler with supporting documentation for processing.
- Determine eligibility for in-lieu business payment, not less than \$1,000.00 and not more than \$20,000.00, utilizing IRS tax returns and certified financial statements. Submit claim form signed by displacee with all supporting documents to the City of Chandler Real Estate Department for processing.



September 27, 2007

VIA EMAIL and FIRST CLASS MAIL

Mr. Erich Kuntze
 Real Estate Property Management Officer
 City of Chandler
 Real Estate Division
 Mail Stop 916
 P.O. Box 4008
 Chandler, Arizona 85244-4008

Re: Proposal for Relocation Services
 Alma School / Ray Road Intersection Improvements
 Project No. ST0704-201

Dear Mr. Kuntze:

In response to your Request for Proposal dated September 17, 2007, we are pleased to submit this quote for relocation services for the Alma School / Ray Road Intersection Improvements Project. In developing the bids, we have inspected the project site to familiarize ourselves with the impacted parcels. We are providing quotes to relocate each business and residential household. We have also included a cost factor for the relocation entitlement of non-occupant property owners. Each quote is a per parcel amount that is inclusive of overhead and incidentals.

<u>Business Relocation</u>	<u>Fee Per Parcel</u>	<u>Total</u>
Highlander Laundry	\$6,000	
Carmen's Hair Artistry	\$6,000	
L. Grilz Pool Service & Supplies, Inc.	\$6,000	
OK Tobacco	\$6,000	
Urgent Money Service	\$6,000	
Toliver's Carpet One	\$6,000	
Trails	\$7,500	
JT Bubbles Car Wash	\$9,000	
Non-Occupant Relocation (Action Alliance Group, LLC and Hopa Company I, LLC)		
2 @ \$1,000 per relocation	\$2,000	\$54,500

Mr. Erich Kuntze
September 27, 2007
Page Two

<u>Residential Relocation</u>	<u>Fee Per Parcel</u>	<u>Total</u>
3 units (assumes two households at 895 W. Shannon)	\$ 4,500	<u>\$13,500</u>
Total Aggregate Bid		<u>\$68,000</u>

We will provide translation/interpreter services as part of the relocation advisory assistance program. In addition, we agree to make our interpreter available to City staff when they meet with property owners and others impacted by the project. This service is included in our quote.

Thank you for giving us the opportunity to provide this quote. Please feel free to contact me should you have any questions or comments.

Very truly yours,



Charles A. Grombacher
Project Manager

cc: Steve Toth, Chief Operating Officer

**CITY OF CHANDLER
PROFESSIONAL SERVICES AGREEMENT**

THIS AGREEMENT is made and entered into this _____ day of October , 2007, by and between the City of Chandler, a Municipal Corporation of the State of Arizona, hereinafter referred to as "CITY", and **O.R. Colan Associates of California, LLC**, hereinafter referred to as "CONSULTANT".

WHEREAS, the Mayor and City Council of the City of Chandler is authorized and empowered by provisions of the City Charter to execute contracts for professional services; and

WHEREAS, CONSULTANT represents that CONSULTANT has the expertise and is qualified to perform the services described in the Agreement.

NOW THEREFORE, in consideration of the mutual promises and obligations set forth herein, the parties hereto agree as follows:

1. PERSONNEL

- 1.1 CONSULTANT shall act under the authority and approval of City's Real Estate Manager or a designee, to provide the "turn key" professional services required by this Agreement.
- 1.2 The CONSULTANT has been approved by the CITY to perform the services described herein: Acquisition Services for Alma School Road @ Ray Road Intersection Improvement, Project No. ST0704, pursuant to the attached Scope of work., Exhibit "A" and Bid & Proposal, Exhibit "B".
- 1.3 The CITY reserves the right to review and approve any/all changes to CONSULTANT's key staff assigned to the City of Chandler project by the firm during the term of this Agreement.

2. SERVICE DESCRIPTION

See attached scope of work.

3. ACCEPTANCE AND DOCUMENTATION

- 3.1 Each task shall be reviewed and approved by City's Real Estate Manager or a designee to determine acceptable completion.
- 3.2 The CITY shall provide to the CONSULTANT legal descriptions and may provide title reports, construction plans, strip maps and sample forms for each of the property rights to be acquired.
- 3.3 All documents, including but not limited to, data compilations, studies, and reports which are prepared in the performance of this Agreement, are to be and remain the property of CITY and are to be delivered to City's Real Estate Manager or designee before final payment is made to the CONSULTANT.
- 3.4 All services, including reports, opinions, and information, to be furnished under this Agreement, are confidential and shall not be divulged, in whole or in part, to any person, other than a duly authorized representative of CITY, without prior written approval of CITY, except to testimony under oath in a judicial proceeding or as otherwise required by law. CONSULTANT shall take all necessary steps to insure that no member of his staff or organization divulges any such information except as may be required by law.

4. **FEES**

CITY shall pay to CONSULTANT the sum of **(\$3,750) per completed acquisition, on an as needed basis, with a not to exceed amount of \$101,250 dollars** for the completed work, which sum shall include all costs or expenses incurred by CONSULTANT. Payments to the CONSULTANT shall be made within thirty (30) days of submission of the completed and approved invoices. Payment shall be tied to - milestones attained and deliverables submitted and shall be prorated in accordance with the following schedule:

<u>MILESTONE AND DELIVERABLES</u>	<u>PRORATED PAYMENT</u>
1. City's receipt of signed acknowledgement from owner confirming receipt of offer	25%
2. Escrow opened or completed condemnation memorandum and package submitted to City.	25%
3. Closing authorized by Real Estate Manager or condemnation memorandum and package approved by the City	20%
4. Completed acquisition file submitted and approved by the City.	20%
5. Holdback Payment due when all complete closed acquisition files received by the City.	10%

In the event the CITY requests the CONSULTANT cease work on a particular Parcel prior to its completion, payment shall be made prorated on the basis of work completed.

5. **TERM.**

5.1 CONSULTANT shall complete the work described herein after receipt of the authorization to proceed from the City of Chandler as follows:

- a. Within five (5) days of receipt of the notice to proceed the CONSULTANT, shall meet with City Staff to exchange information, project timetable, project coordination and dissemination of information to people affected by the project.
- b. Within seven (7) days of receipt of the notice to proceed the CONSULTANT shall make contact with property owners for the purpose of providing information about the project.
- c. Within seven (7) days of receipt of notice to proceed the CONSULTANT shall provide the CITY with an appraisal bid package that includes a minimum of three appraisal bids based on delivery times of 30, 45 and 60 days. Appraiser is to notify CITY when appraisals are delivered to CONSULTANT.
- d. Within seven (7) days of receipt of appraisal, CONSULTANT shall deliver a completed statement of just compensation to the CITY.
- e. Within seven (7) days of CONSULTANT'S receipt of the approved of statement of just compensation from the CITY the CONSULTANT shall meet with property owners in-person to present purchase offers.
- f. Within twenty (20) days of the date of the purchase offer, CONSULTANT shall have a complete condemnation package prepared and ready for delivery if so directed by the CITY.
- g. Immediately after offers are made to the property owners the CONSULTANT shall contact any tenants. The relocation process for tenants and owner occupants, if any, is not part of this Agreement and shall be conducted pursuant to a separate agreement.

- h. The balance of the CONSULTANT'S responsibilities, as outlined in the attached Scope of Work, shall be performed in accordance with the Project Schedule as indicated below.
- i. CONSULTANT shall provide the CITY a weekly report summarizing the status of all acquisition activities as it applies to each parcel.

5.2 Time is of the essence with production of the work for this (these) project. It is understood that should CONSULTANT not produce the agreed upon work in the proscribed time, CITY may elect to ask CONSULTANT to terminate work on the project.

6. **TERMINATION**

Termination for Convenience: CITY reserves the right to terminate this Agreement or any part thereof for its sole convenience with fifteen (15) days written notice. In the event of such termination, CONSULTANT shall immediately stop all work hereunder, and shall immediately cause any of its suppliers and subconsultants to cease such work. As compensation in full for services performed to the date of such termination, the CONSULTANT shall receive a fee for the percentage of services actually completed. This fee shall be in the amount to be mutually agreed upon by the CONSULTANT and CITY, based on the agreed Scope of Work. If there is no mutual agreement, the Real Estate Manager shall determine the percentage of completion of each task detailed in the Scope of Work and the CONSULTANT's compensation shall be based upon such determination and CONSULTANT's fee schedule included herein. CITY shall make this final payment within thirty (30) days after the CONSULTANT has delivered the last of the partially completed items. CONSULTANT shall not be paid for any work done after receipt of the notice of termination, nor for any costs incurred by CONSULTANT's suppliers or subconsultants, which CONSULTANT could reasonably have avoided.

7. **GENERAL TERMS**

7.1 **Entire Agreement**

This Agreement constitutes the entire understanding of the parties and supersedes all previous representations, written or oral, with respect to the services specified herein. This Agreement may not be modified or amended except by a written document, signed by authorized representatives of each party.

7.2 **Arizona Law**

This Agreement shall be governed and interpreted according to the laws of the State of Arizona.

7.3 **Modifications**

Any amendment, modification or variation from the terms of this Agreement shall be in writing and shall be effective only after approval of all parties signing the original Agreement.

7.4 **Assignment**

Services covered by this Agreement shall not be assigned or sublet in whole or in part without the prior written consent of the Real Estate Manager.

7.5 Attorney's Fees

In the event either party brings any action for any relief, declaratory or otherwise, arising out of this Agreement, or on account of any breach or default hereof, the prevailing party shall be entitled to receive from the other party reasonable attorneys' fees and reasonable costs and expenses, determined by the court sitting without a jury, which shall be deemed to have accrued on the commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

7.6 Independent Consultant

The services CONSULTANT provides under the terms of this Agreement to the CITY are that of an Independent CONSULTANT, not an employee or agent of the CITY. CITY will report the value paid for these services each year to the Internal Revenue Service (I.R.S.) using Form 1099.

CITY shall not withhold income tax as a deduction from contractual payments. As a result of this, CONSULTANT may be subject to I.R.S. provisions for payment of estimated income tax. CONSULTANT is responsible for consulting the local I.R.S. office for current information on estimated tax requirements.

8. CONFLICT OF INTEREST

8.1. No Kickback

CONSULTANT warrants that no person has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee; and that no member of the City Council or any employee of the CITY has any interest, financially or otherwise, in the firm unless this interest has been declared pursuant to the provisions of A.R.S. Section 38-501. Any such interests were disclosed in CONSULTANT'S proposal to the CITY.

8.2 Kickback Termination

CITY may cancel any contract or agreement, without penalty or obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the agreement on behalf of the CITY'S departments or agencies is, at any time while the Agreement or any extension of the Agreement is in effect, an employee of any other party to the Agreement in any capacity or a consultant to any other party to the Agreement with respect to the subject matter of the Agreement. The cancellation shall be effective when written notice from the CITY is received by all other parties to the Agreement, unless the notice specifies a later time (A.R.S. §38-511).

8.3 No Conflict

CONSULTANT stipulates that its officers and employees do not now have a conflict of interest and it further agrees for itself, its officers and its employees that it will not contract for or accept employment for the performance of any work or services with any individual business, corporation or government unit that would create a conflict of interest in the performance of its obligations pursuant to this project.

8.4 Neither the CONSULTANT 'S employment nor their compensation is in any way contingent upon the value the property they acquire under this Agreement.

8.5 The CONSULTANT warrants that they have no interest, present or contemplated, in the property or the properties affected by this work.

9. NOTICES

All notices or demands required to be given pursuant to the terms of this Agreement shall be given to the other party in writing, delivered by hand or registered or certified mail, at the addresses set forth below, or to such other address as the parties may substitute by written notice given in the manner prescribed in this paragraph.

In the case of CONSULTANT: Charles Grombacher
O.R. Colan Associates of California, LLC
14362 N. Frank Lloyd Wright Blvd., Suite 1000
Scottsdale, AZ 85260
(480) 477-6567
(480) 477-6569 fax

In the case of City: Erich Kuntze
Real Estate Operations Coordinator
P.O. Box 4008, Mail Stop 916
Chandler, AZ 85244-4008
(480) 782-3390
(480) 782-3399 fax

Glenn Brockman
Asst. City Attorney
55 N. Arizona Place, Suite 202
Chandler, AZ 85225
(480) 782-4640
(480) 782-4652 fax

Notices shall be deemed received on date delivered, if delivered by hand, and on the delivery date indicated on receipt if delivered by certified or registered mail.

10. FORCE MAJEUR

Neither party shall be responsible for delays or failures in performance resulting from acts beyond their control. Such acts shall include, but not be limited to, acts of God, riots, acts of war, epidemics, governmental regulations imposed after the fact, fire, communication line failures, power failures, or earthquakes.

11. TAXES

CONSULTANT shall be solely responsible for any and all tax obligations, which may result out of the CONSULTANT's performance of this Agreement. The CITY shall have no obligation to pay any amounts for taxes, of any type, incurred by the CONSULTANT.

12. ADVERTISING

No advertising or publicity concerning CITY using the CONSULTANT's services shall be undertaken without prior written approval of such advertising or publicity by the City Contract Administrator.

13. COUNTERPARTS

This Agreement may be executed in one or more counterparts, and each originally executed duplicate counterpart of this Agreement shall be deemed to possess the full force and effect of the original.

14. CAPTIONS

The captions used in this Agreement are solely for the convenience of the parties, do not constitute a part of this Agreement and are not to be used to construe or interpret this Agreement.

15. SUBCONSULTANTS

During the performance of the Agreement, the CONSULTANT may engage such additional Subconsultants as may be required for the timely completion of this Agreement. The addition of any Subconsultants shall be subject to the prior approval of the CITY.

In the event of subcontracting, the sole responsibility for fulfillment of all terms and conditions of this Agreement rests with the CONSULTANT.

16. INDEMNIFICATION AND INSURANCE

16.1 Indemnification

INDEMNIFICATION: The Consultant agrees to indemnify, defend, and save harmless the City of Chandler, its Mayor and Council, appointed boards and commissions, officials, officers, employees, individually and collectively; from all losses, claims, suits, actions, payments and judgments, demands, expenses, attorney's fees, defense costs, or actions of any kind and nature resulting from personal injury to any person, including employees of the Consultant or of any Sub Consultant employed by the Consultant (including bodily injury and death) or damages to any property, arising or alleged to have arisen out of the negligent performance of the Consultant for the work to be performed hereunder, except any such injury or damages arising out of the sole negligence of the City, its officers, agents or employees. IT IS THE INTENTION OF THE PARTIES to this contract that the City of Chandler, its Mayor and Council, appointed boards and commissions, officials, officers, employees, individually and collectively, are to be indemnified against their own negligence unless and except their negligence is found to be the sole cause of the injury to persons or damages to property.

The amount and type of insurance coverage requirements set forth in the Agreement will in no way be construed as limiting the scope of indemnity in this paragraph.

16.2 Insurance Representations and Requirements

16.2.1 Insurance Requirements

- A CONSULTANT, at its own expense, shall purchase and maintain insurance of the types and amounts required in this section, with companies possessing a current A.M. Best, Inc. rating of B++6, or better and legally authorized to do business in the State of Arizona with policies and forms satisfactory to CITY.
- B Policies written on a "Claims made" basis are not acceptable without written permission from the City's Risk Manager.

- C All insurance required herein shall be maintained in full force and effect until all work or services required to be performed under the terms of this Agreement is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of CITY, constitute a material breach of this Agreement and may result in termination of this contract.
- D If any of the insurance policies are not renewed prior to expiration, payments to the CONSULTANT may be withheld until these requirements have been met, or at the option of the City, the City may pay the Renewal Premium and withhold such payments from any monies due the CONSULTANT.
- E All insurance policies, except Workers' Compensation and Professional Liability required by this Agreement, and self-insured retention or deductible portions, shall name, to the fullest extent permitted by law for claims arising out of the performance of this contract, the City of Chandler, its agents, representatives, officers, directors, officials and employees as Additional Insureds.
- F CONSULTANT's insurance shall be primary insurance over any insurance available to the CITY and as to any claims resulting from this contract, it being the intention of the parties that the insurance policies so effected shall protect both parties and be primary coverage for any and all losses covered by the described insurance.
- G The insurance policies, except Workers' Compensation, shall contain a waiver of transfer rights of recovery (subrogation) against CITY, its agents, representatives, officers, directors, officials and employees for any claims arising out of CONSULTANT's acts, errors, mistakes, omissions, work or service.
- H The insurance policies may provide coverage which contain deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall be assumed by and be for the account of, and at the sole risk of CONSULTANT. CONSULTANT shall be solely responsible for the deductible and/or self-insured retention. The amounts of any self-insured retentions shall be noted on the Certificate of Insurance. CITY, at its option, may require CONSULTANT to secure payment of such deductibles or self-insured retentions by a Surety Bond or an irrevocable and unconditional letter of credit. Self-insured retentions in excess of \$10,000 will not be accepted except with permission of the Management Services Director/designee.
- I All policies and certificates shall contain an endorsement providing that the coverage afforded under such policies shall not be reduced, canceled or allowed to expire until at least thirty (30) days prior written notice has been given to CITY.
- J Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the CONSULTANT with reasonable promptness in accordance with the CONSULTANT's information and belief.
- K In the event that claims in excess of the insured amounts provided herein, are filed by reason of any operations under this contract, the amount of excess of such claims, or any portion thereof, may be withheld from payment due or to become due the CONSULTANT until such time as the CONSULTANT shall furnish such additional security covering such claims as may be determined by the CITY.

16.2.2 Proof of Insurance - Certificates of Insurance

- A Prior to commencing work or services under this Agreement, CONSULTANT shall furnish to CITY Certificates of Insurance, issued by CONSULTANT's insurer(s), as evidence that policies providing the required coverages, conditions and limits required by this Agreement are in full force and effect and obtain from the City's Risk Management Division approval of such Certificates.
- B If a policy does expire during the life of this Agreement, a renewal certificate must be sent to the City of Chandler five (5) days prior to the expiration date.
- C All Certificates of Insurance shall identify the policies in effect on behalf of CONSULTANT, their policy period(s), and limits of liability. Each Certificate shall include the job site and project number and title. Coverage shown on the Certificate of Insurance must coincide with the requirements in the text of the contract documents. Information required to be on the certificate of Insurance may be typed on the reverse of the Certificate and countersigned by an authorized representative of the insurance company.

- D CITY reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. CITY shall not be obligated, however, to review same or to advise CONSULTANT of any deficiencies in such policies and endorsements, and such receipt shall not relieve CONSULTANT from, or be deemed a waiver of CITY's right to insist on, strict fulfillment of CONSULTANT's obligations under this Agreement.

16.2.3 Required Coverage

- A Such insurance shall protect CONSULTANT from claims set forth below which may arise out of or result from the operations of CONSULTANT under this Contract and for which CONSULTANT may be legally liable, whether such operations be by the CONSULTANT or by a Sub-consultant or subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. Coverage under the policy will be at least as broad as Insurance Services Office, Inc., policy form CG00011093 or equivalent thereof, including but not limited to severability of interest and waiver of subrogation clauses.
- B Claims under workers' compensation, disability benefit and other similar employee benefit acts which are applicable to the Work to be performed;
- C Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
- D Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
- E Claims for damages insured by usual personal injury liability coverage;
- F Claims for damages, other than to Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
- G Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle; Coverage will be at least as broad as Insurance Service Office, Inc., coverage Code "I" "any auto" policy form CA00011293 or equivalent thereof.
- H Claims for bodily injury or property damage arising out of completed operations;
- I Claims involving contractual liability insurance applicable to the Contractor's obligations under the Indemnification Agreement;
- J Claims for injury or damages in connection with one's professional services;
- K Claims involving construction projects while they are in progress. Such insurance shall include coverage for loading and off loading hazards. If any hazardous material, as defined by any local, state or federal authorities are to be transported, MCS 90 endorsement shall be included.

16.2.4 Commercial General Liability - Minimum Coverage Limits

The Commercial General Liability insurance required herein shall be written for not less than \$2,000,000 limits of liability or ten percent (10%) of the Contract Price, whichever coverage is greater. Any combination between general liability and excess general liability alone amounting to a minimum of \$2,000,000 per occurrence (or 10% per occurrence) and an aggregate of \$4,000,000 (or 20% whichever is greater) in coverage will be acceptable. The Commercial General Liability additional insured endorsement shall be as broad as the Insurance Services, Inc's (ISO) Additional Insured, Form B, CG 20101001, and shall include coverage for CONSULTANT's operations and products, and completed operations.

16.2.5 General Liability - Minimum Coverage Limits

The General Liability insurance required herein, including, Comprehensive Form, Premises-Operations, Explosion and Collapse, Underground Hazard, Products/Completed Operations, Contractual Insurance, Broad Form Property Damage, Independent Contractors, and Personal Injury shall be written for Bodily Injury and Property Damage Combined shall be written for not less than \$2,000,000 or 10% of the contract cost and with a \$4,000,000 aggregate.

16.2.6 Automobile Liability

CONSULTANT shall maintain Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than \$2,000,000 each occurrence with respect to any owned, hired, and non-owned vehicles assigned to or used in performance of the CONSULTANT's work. Coverage shall be at least as broad as coverage code 1, "any auto", (Insurance Service Office, Inc. Policy Form CA 00011293, or any replacements thereof). Such insurance shall include coverage for loading and off loading hazards if hazardous substances, materials or wastes are to be transported and a MCS 90 endorsement shall be included with coverage limits of \$5,000,000 per accident for bodily injury and property damage.

16.2.7 Worker's Compensation and Employer's Liability

CONSULTANT shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over CONSULTANT's employees engaged in the performance of the work or services; and, Employer's Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease coverage for each employee, and \$1,000,000 disease policy limit.

In case any work is subcontracted, CONSULTANT will require the Subcontractor to provide Workers' Compensation and Employer's Liability to at least the same extent as required of CONSULTANT.

16.2.8 Professional Liability

CONSULTANT shall maintain Professional Liability insurance covering acts, errors, mistakes and omissions arising out of the work or services performed by CONSULTANT, or any person employed by CONSULTANT, with the coverage limit of not less than \$1,000,000 per each occurrence.

17. *SEVERABILITY AND AUTHORITY*

17.1 *Severability*

If any term or provision of this Agreement shall be found to be illegal or unenforceable, then notwithstanding such illegality or unenforceability, this Agreement shall remain in full force and effect and such term or provision shall be deemed to be deleted.

17.2 *Authority*

Each party hereby warrants and represents that it has full power and authority to enter into and perform this Agreement, and that the person signing on behalf of each has been properly authorized and empowered to enter this Agreement. Each party further acknowledges that it has read this Agreement, understands it, and agrees to be bound by it.

IN WITNESS WHEREOF, the City of Chandler, by its Real Estate Manager, has hereunto subscribed her name this _____ day of _____, 2007.

CITY OF CHANDLER

CONSULTANT:
O.R. Colan Associates of California, LLC

By: _____
Erich Kuntze
Its: Real Estate Operations Coordinator

By: Stephen J. Joth
Stephen J. Joth
Its: Chief Operating Officer

APPROVED AS TO FORM:

City Attorney *GAB*

EXHIBIT "A"
CITY OF CHANDLER
SCOPE OF WORK
ACQUISITION SERVICES

- Services to include acquisition of fee title, easements, temporary construction easements, temporary drainage easements, power line easements, irrigation easement, overhead transmission line easements, rights of entry and the like as required for the project.
- At beginning of the project, meet with City staff to exchange information and ideas on the project, including project schedule, project coordination and dissemination of information to people affected by our activities.
- Secure and review City's acquisition forms.
- Open files and status charts.
- Attend kick off meeting with City staff, designers and contractors.
- Attend public and stake holder's meetings as may be appropriate or deemed necessary by the City. Initiate verbal communication with all owners, particularly non-resident owners, and deliver all offer packages personally or by certified mail. While we have no predetermined number of meetings, we anticipate four or five meetings per ownership parcel if necessary.
- If processing requests for council action, plan to attend council meetings if requested.
- Obtain bids for title commitments (Litigation Guarantees in triplicate for road projects) from City approved list. Submit the bid results to City for selection of a title company. The City prefers to use a single company for a project. However, in some cases, if the size of the project warrants, it may be necessary to select more than one company.
- After title company is selected prepare a Permission to Retain Outside Consultant ("ROC") form and fee analysis form (City forms) to submit to the Real Estate Department for processing.
- Upon receipt of approved ROC form order title work at City's expense.
- Review title commitments or litigation guarantees as appropriate including supporting documents and advise City of any problems that will affect use of the property or the closing, or ability to obtain title through condemnation. Forward a copy to the City with Schedule "B" items for City's design consultant.
- Receive and review legal descriptions, drawings, construction plans, right of way strip maps, confirm against project plans and advise the City's Real Estate Division if there are any errors.
- Obtain bids for appraisals (including review appraisals if Federal Funds are involved in the project) from City approved list of appraisers. Review the bids with the City's Real Estate Manager or Real Estate Property Management Officer managing the project. Upon approval of a bid, prepare a ROC form (if under \$30,000 for primary and review appraisals) and forward to City along with fee analysis form for processing (one form for the primary appraiser and one form for the review appraiser). If over \$30,000 prepare a Council Purchase Item (City form) for approval by the City Council.
- Upon approval by City order appraisals at City's expense.

- Schedule initial personal meetings with property owners and tenants to introduce acquisition consultant and discuss the project and its impact on their property. Advise City of any sensitive or controversial issues.
- Review appraisal reports and if required forward a copy to the review appraiser (person reviewing appraisals must be different from person making offers and negotiating with property owners). Forward any comments the review appraiser may have to the primary appraiser for correction if necessary. Inspect subject property and relevant comps. Review the appraisal(s), complete the appraisal review form, and forward to the City along with a copy of the appraisal (and review) for approval.
- Prepare offer letters, purchase agreements, summary statements and conveyance documents, and secure City approval (City forms).
- Upon receipt of authorization to proceed, with a notice of just compensation from the City's Real Estate Manager, commence making offers and negotiating with property owners. Consultant manager to review and approve each offer and package.
- Schedule personal meetings with property owners and tenants at times and places convenient to them to present offers and explain documents and appraisal.
- Provide single tenant notices as required and notice tenants as required by State and Federal Regulations.
- Submit recommendation and justification involving requests for increases over original offers to City for review and approval.
- Prepare administrative settlement memoranda for review and consideration by City.
- Open escrow for each negotiated acquisition or settlement and have litigation guarantees converted to title commitments.
- Work with escrow agent to secure executed documents necessary to address the title report requirements, including deeds of reconveyance, partial releases, identity affidavits, and the like. Confer with Real Estate Project Manager regarding removal of Schedule B items and produce a map identifying Schedule B items for Real Estate Project Manager's review.
- Prepare closing package following the City's Closing Checklist and provide a complete package to City's Real Estate Department for review and approval of the City's Real Estate Manager.
- Requisition sale proceeds from City, prepare necessary transmittal letter and attach a copy of the most recent Escrow Settlement Statement for review and approval of the City's Real Estate Manager.
- Confirm property owner removes required improvements as stated in paragraph 13 of the Purchase Agreement (signs, lights, sprinklers, etc.).
- Coordinate and confirm signs are moved as may be necessary.
- Work with Escrow Agent to close each transaction.
- Provide City's Real Estate Department with copies of all recorded documents as soon as possible after close of escrow.

- Unresolved offers shall be prepared for transfer to the City Attorney's Office (through the Real Estate Division) for further action. (Copy of file, contact sheets, title with Schedule "B" items, offer package, appraisal, and Transmittal Cover Sheet – City forms).
- Provide assistance and litigation support services to City's counsel as necessary.
- Reopen negotiations and open/reopen escrow if the acquisition is resolved by counsel.
- Where a relocation must occur, assist the City's Relocation Consultant as may be necessary.
- Maintain weekly narrative reports detailing the status of each parcel within the project area and deliver copies to the City's Real Estate Division.
- Attend periodic status meetings with City management.
- Maintain contact logs for each file.
- Close out files and provide the City's Real Estate Department with a complete copy of each file.

General Requirements:

- Weekly reports are to be provided that will include a spreadsheet detailing the status of each property.
- Payment will be tied to milestones and deliverables.

Project Schedule (subject to revisions):

Construction Start Date	September 2008
Condemnation Packages to City Attorney	Upon request from City Real Estate
Purchase Offers to owner approved final legals/maps	Within 30 days of Consultant's receipt of
Appraisals Ordered	Awaiting legals/maps



September 27, 2007

VIA EMAIL AND FIRST CLASS MAIL

Mr. Erich Kuntze
Real Estate Operations Coordinator
City of Chandler
Mail Stop 916
Post Office Box 4008
Chandler, Arizona 85244-4008

Re: Proposal for Acquisition Services
Alma School / Ray Road Intersection Improvements
Project No. ST0704-201

Dear Mr. Kuntze:

In response to your request of September 17, 2007, O. R. Colan Associates is pleased to submit this quote for acquisition services on behalf of the City of Chandler for the Alma School / Ray Road Intersection Improvements Project. It is our understanding that the Project calls for five (5) full and twenty-two (22) partial acquisitions. Per your request, our quote provides both a per parcel and not to exceed fee for the twenty-seven acquisition parcels, and is inclusive of overhead and incidentals.

<u>Project Name</u>	<u>Fee Per Parcel</u>	<u>Not To Exceed</u>
Alma School/Ray Rd.	\$3,750	\$101,250

We look forward to continuing to work with the City and thank you for your consideration. Please feel free to contact me should you have any questions or comments.

Very truly yours,

Charles A. Grombacher
Project Manager

cc: Steve Toth, Chief Operating Officer