

**SERIAL 16025 RFP RIGHT OF WAY ACQUISITION AND RELOCATION SERVICES
Contract - Acquisition Sciences, Ltd.**

DATE OF LAST REVISION: December 22, 2016

CONTRACT END DATE: December 31, 2017

CONTRACT PERIOD THROUGH DECEMBER 31, ~~2016~~ 2017

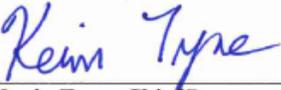
TO: All Departments

FROM: Office of Procurement Services

SUBJECT: Contract for **RIGHT OF WAY ACQUISITION AND RELOCATION SERVICES**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **January 07, 2016**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.



Kevin Tyne, Chief Procurement Officer
Office of Procurement Services

BG/at
Attach

Copy to: Office of Procurement Services
Gary Scott, Flood Control District
Christian Johnson, Facilities Management



CONTRACT PURSUANT TO RFP

SERIAL 16025-RFP

This Contract is entered into this 7th day of January, 2016 by and between Maricopa County ("County"), a political subdivision of the State of Arizona, and Acquisition Sciences, Ltd., an Arizona corporation ("Contractor") for the purchase of Right of Way Acquisition and Relocation Services.

1.0 CONTRACT TERM:

- 1.1 This Contract is for a term of one (1) year, beginning on the 7th day of January, 2016 and ending the 31st day of December, ~~2016~~ **2017**.
- 1.2 The County may, at its option and with the agreement of the Contractor, renew the term of this Contract for additional terms up to a maximum of four (4) additional years, (or at the County's sole discretion, extend the contract on a month-to-month bases for a maximum of six (6) months after expiration). The County shall notify the Contractor in writing of its intent to extend the Contract term at least sixty (60) calendar days prior to the expiration of the original contract term, or any additional term thereafter.

2.0 FEE ADJUSTMENTS:

- 2.1 Any request for a fee adjustment must be submitted sixty (60) days prior to the current Contract annual anniversary date. Requests for adjustment in cost of labor and/or materials must be supported by appropriate documentation. If County agrees to the adjusted fee, County shall issue written approval of the change. The reasonableness of the request will be determined by comparing the request with the (Consumer Price Index) or by performing a market survey.

3.0 PAYMENTS:

- 3.1 As consideration for performance of the duties described herein, County shall pay Contractor the sum(s) stated in Exhibit "A."
- 3.2 Payment shall be made upon the County's receipt of a properly completed invoice.

3.3 INVOICES:

- 3.3.1 The Contractor shall submit one (1) legible copy of their detailed invoice before payment(s) can be made. Incomplete invoices will not be processed. At a minimum, the invoice must provide the following information:

- Company name, address and contact
- County bill-to name and contact information
- Building Name and Building Number
- County purchase order number
- Maximo (FMD) service call number
- Invoice number and date
- Date of service or delivery

- Description of Purchase (services performed)
- Pricing per unit of purchase
- Extended price
- Arrival and completion time
- Total Amount Due

3.3.2 Problems regarding billing or invoicing shall be directed to the using agency as listed on the Purchase Order.

3.3.3 Payment shall be made to the Contractor by Accounts Payable through the Maricopa County Vendor Express Payment Program. This is an Electronic Funds Transfer (EFT) process. After Contract Award the Contractor shall complete the Vendor Registration Form located on the County Department of Finance Vendor Registration Web Site (<http://www.maricopa.gov/Finance/Vendors.aspx>).

3.3.4 Discounts offered in the contract shall be calculated based on the date a properly completed invoice is received by the County (ROI).

3.3.5 EFT payments to the routing and account numbers designated by the Contractor will include the details on the specific invoices that the payment covers. The Contractor is required to discuss remittance delivery capabilities with their designated financial institution for access to those details.

3.4 APPLICABLE TAXES:

3.4.1 **Payment of Taxes:** The Contractor shall pay all applicable taxes. With respect to any installation labor on items that are not attached to real property performed by Contractor under the terms of this Contract, the installation labor cost and the gross receipts for materials provided shall be listed separately on the Contractor's invoices.

3.4.2 **State and Local Transaction Privilege Taxes:** Maricopa County is subject to all applicable state and local transaction privilege taxes. To the extent any state and local transaction privilege taxes apply to sales made under the terms of this contract it is the responsibility of the seller to collect and remit all applicable taxes to the proper taxing jurisdiction of authority.

3.4.3 **Tax Indemnification:** Contractor and all subcontractors shall pay all Federal, state, and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold Maricopa County harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

3.5 TAX: (SERVICES)

No tax shall be levied against labor. It is the responsibility of the Contractor to determine any and all taxes and include the same in proposal price.

3.6 STRATEGIC ALLIANCE for VOLUME EXPENDITURES (\$AVE):

3.6.1 The County is a member of the \$AVE cooperative purchasing group. \$AVE includes the State of Arizona, many Phoenix metropolitan area municipalities, and many K-12 unified school districts. Under the \$AVE Cooperative Purchasing Agreement, and with the concurrence of the successful Respondent under this solicitation, a member of \$AVE may access a contract resulting from a solicitation issued by the County. If you **do not** want to grant such access to a member of \$AVE, **please so state** in your proposal. In the absence of a statement to the contrary, the County will assume that you do wish to grant access to any contract that may result from this Request for Proposal.

3.7 INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENTS (ICPA's)

3.7.1 County currently holds ICPA's with numerous governmental entities throughout the State of Arizona. These agreements allow those entities, with the approval of the Contractor, to purchase their requirements under the terms and conditions of the County Contract. Please indicate on Attachment A, your acceptance or rejection regarding such participation of other governmental entities. Your response will not be considered as an evaluation factor in awarding a contract

4.0 AVAILABILITY OF FUNDS:

4.1 The provisions of this Contract relating to payment for services shall become effective when funds assigned for the purpose of compensating the Contractor as herein provided are actually available to County for disbursement. The County shall be the sole judge and authority in determining the availability of funds under this Contract. County shall keep the Contractor fully informed as to the availability of funds.

4.2 If any action is taken by any state agency, Federal department or any other agency or instrumentality to suspend, decrease, or terminate its fiscal obligations under, or in connection with, this Contract, County may amend, suspend, decrease, or terminate its obligations under, or in connection with, this Contract. In the event of termination, County shall be liable for payment only for services rendered prior to the effective date of the termination, provided that such services are performed in accordance with the provisions of this Contract. County shall give written notice of the effective date of any suspension, amendment, or termination under this Section, at least ten (10) days in advance.

5.0 DUTIES:

5.1 The Contractor shall perform all duties stated in Exhibit "B", or as otherwise directed in writing by the Procurement Officer.

5.2 During the Contract term, County may provide Contractor's personnel with adequate workspace for consultants and such other related facilities as may be required by Contractor to carry out its contractual obligations.

6.0 TERMS and CONDITIONS:

6.1 INDEMNIFICATION:

To the fullest extent permitted by law, and to the extent that claims, damages, losses or expenses are not covered and paid by insurance purchased by the Contractor, the Contractor shall defend indemnify and hold harmless the County (as Owner), its agents, representatives, agents, officers, directors, officials, and employees from and against all claims, damages, losses, and expenses (including, but not limited to attorneys' fees, court costs, expert witness fees, and the costs and attorneys' fees for appellate proceedings) arising out of, or alleged to have resulted from the negligent acts, errors, omissions, or mistakes relating to the performance of this Contract.

Contractor's duty to defend, indemnify, and hold harmless the County, its agents, representatives, agents, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss, or expense that is attributable to bodily injury, sickness, disease, death or injury to, impairment of, or destruction of tangible property, including loss of use resulting there from, caused by negligent acts, errors, omissions, or mistakes in the performance of this Contract, but only to the extent caused by the negligent acts or omissions of the Contractor, a subcontractor, any one directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder.

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

The scope of this indemnification does not extend to the sole negligence of County.

6.2 INSURANCE.

6.2.1 Contractor, at Contractor's own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of B++. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of County. The form of any insurance policies and forms must be acceptable to County.

6.2.2 All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of County, constitute a material breach of this Contract.

6.2.3 Contractor's insurance shall be primary insurance as respects County, and any insurance or self-insurance maintained by County shall not contribute to it.

6.2.4 Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect the County's right to coverage afforded under the insurance policies.

6.2.5 The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to County under such policies. Contractor shall be solely responsible for the deductible and/or self-insured retention and County, at its option, may require Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

6.2.6 The insurance policies required by this Contract, except Workers' Compensation and Errors and Omissions, shall name County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

6.2.7 The policies required hereunder, except Workers' Compensation and Errors and Omissions, shall contain a waiver of transfer of rights of recovery (subrogation) against County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service.

6.2.8 **Commercial General Liability.**

Commercial General Liability insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than \$2,000,000 for each occurrence, \$4,000,000 Products/Completed Operations Aggregate, and \$4,000,000 General Aggregate Limit. The policy shall include coverage for premises liability, bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provisions which would serve to limit third party action over claims. There shall be no endorsement or modifications of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

6.2.9 **Automobile Liability.**

Commercial/Business Automobile Liability insurance and, if necessary, Commercial Umbrella insurance with a combined single limit for bodily injury and property damage

of not less than \$1,000,000 each occurrence with respect to any of the Contractor's owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work or services or use or maintenance of the Premises under this Contract.

6.2.10 Workers' Compensation.

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

Contractor, its contractors and its subcontractors waive all rights against Contract and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Contractor, its contractors and its subcontractors pursuant to this Contract.

6.2.11 Professional Liability.

Contractor shall maintain Professional Liability insurance which will provide coverage for any and all acts arising out of the work or services performed by the Contractor under the terms of this Contract, with a limit of not less than \$1,000,000 for each claim, and \$3,000,000 aggregate claims.

6.2.12 Certificates of Insurance.

6.2.12.1 Prior to Contract **AWARD**, Contractor shall furnish the County with valid and complete certificates of insurance, or formal endorsements as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and title.

6.2.12.2 In the event any insurance policy (ies) required by this contract is (are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of Contractor's work or services and as evidenced by annual Certificates of Insurance.

6.2.12.3 If a policy does expire during the life of the Contract, a renewal certificate must be sent to County fifteen (15) days prior to the expiration date.

6.2.13 Cancellation and Expiration Notice.

Applicable to all insurance policies required within the Insurance Requirements of this Contract, Contractor's insurance shall not be permitted to expire, be suspended, be canceled, or be materially changed for any reason without thirty (30) days prior written notice to Maricopa County. Contractor must provide to Maricopa County, within 2 business days of receipt, if they receive notice of a policy that has been or will be suspended, canceled, materially changed for any reason, has expired, or will be expiring. Such notice shall be sent directly to Maricopa County Office of Procurement Services and shall be mailed or hand delivered to 320 West Lincoln Street, Phoenix, AZ 85003, or emailed to Procurement Officer noted in solicitation.

6.3 FORCE MAJEURE

6.3.1 Neither party shall be liable for failure of performance, nor incur any liability to the other party on account of any loss or damage resulting from any delay or failure to perform all or any part of this Contract if such delay or failure is caused by events, occurrences, or causes beyond the reasonable control and without negligence of the parties. Such events,

occurrences, or causes will include Acts of God/Nature (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (whether war is declared or not), civil war, riots, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, lockout, blockage, embargo, labor dispute, strike, interruption or failure of electricity or telecommunication service.

- 6.3.2 Each party, as applicable, shall give the other party notice of its inability to perform and particulars in reasonable detail of the cause of the inability. Each party must use best efforts to remedy the situation and remove, as soon as practicable, the cause of its inability to perform or comply.
- 6.3.3 The party asserting *Force Majeure* as a cause for non-performance shall have the burden of proving that reasonable steps were taken to minimize delay or damages caused by foreseeable events, that all non-excused obligations were substantially fulfilled, and that the other party was timely notified of the likelihood or actual occurrence which would justify such an assertion, so that other prudent precautions could be contemplated.
- 6.3.4 The County shall reserve the right to terminate this Contract and/or any applicable order or contract release purchase order upon non-performance by Contractor. The County shall reserve the right to extend the Contract and time for performance at its discretion.

6.4 **WARRANTY OF SERVICES:**

- 6.4.1 The Contractor warrants that all services provided hereunder will conform to the requirements of the Contract, including all descriptions, specifications and attachments made a part of this Contract. County's acceptance of services or goods provided by the Contractor shall not relieve the Contractor from its obligations under this warranty.
- 6.4.2 In addition to its other remedies, County may, at the Contractor's expense, require prompt correction of any services failing to meet the Contractor's warranty herein. Services corrected by the Contractor shall be subject to all the provisions of this Contract in the manner and to the same extent as services originally furnished hereunder.

6.5 **INSPECTION OF SERVICES:**

- 6.5.1 The Contractor shall provide and maintain an inspection system acceptable to County covering the services under this Contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to County during contract performance and for as long afterwards as the Contract requires.
- 6.5.2 County has the right to inspect and test all services called for by the Contract, to the extent practicable at all times and places during the term of the Contract. County shall perform inspections and tests in a manner that will not unduly delay the work.
- 6.5.3 If any of the services do not conform to Contract requirements, County may require the Contractor to perform the services again in conformity with Contract requirements, at no cost to the County. When the defects in services cannot be corrected by re-performance, County may:
 - 6.5.3.1 Require the Contractor to take necessary action to ensure that future performance conforms to Contract requirements; and
 - 6.5.3.2 Reduce the Contract price to reflect the reduced value of the services performed.
- 6.5.4 If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with Contract requirements, County may:

6.5.4.1 By Contract or otherwise, perform the services and charge to the Contractor, through direct billing or through payment reduction, any cost incurred by County that is directly related to the performance of such service; or

6.5.4.2 Terminate the Contract for default.

6.6 REQUIREMENTS CONTRACT:

6.6.1 Contractors signify their understanding and agreement by signing a bid submittal, that the Contract resulting from the bid is a requirements contract. However, the Contract does not guarantee any minimum or maximum number of purchases will be made. It only indicates that if purchases are made for the materials or services contained in the Contract, they will be purchased from the Contractor awarded that item if the Contractor can meet all the delivery requirements of the County. Orders will only be placed when the County identifies a need and proper authorization and documentation have been approved.

6.6.2 County reserves the right to cancel Purchase Orders within a reasonable period of time after issuance. Should a Purchase Order be canceled, the County agrees to reimburse the Contractor for actual and documentable costs incurred by the Contractor in response to the Purchase Order. The County will not reimburse the Contractor for any costs incurred after receipt of County notice of cancellation, or for lost profits, shipment of product prior to issuance of Purchase Order, etc.

6.6.3 Contractors agree to accept verbal notification of cancellation of Purchase Orders from the County Procurement Officer with written notification to follow. By submitting a bid in response to this Invitation for Bids, the Contractor specifically acknowledges to be bound by this cancellation policy.

6.7 Suspension of Work

The Procurement Officer may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the Procurement Officer determines appropriate for the convenience of the County. No adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor. No request for adjustment under this clause shall be granted unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the contract.

6.8 Stop Work Order

The Procurement Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Procurement Officer shall either—

6.8.1 Cancel the stop-work order; or

6.8.2 Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the County, clause of this contract.

6.8.3 The Procurement Officer may make an equitable adjustment in the delivery schedule and/or contract price, or otherwise, and the contract shall be modified, in writing,

accordingly, if the Contractor demonstrates that the stop work order resulted in an increase in costs to the Contractor.

6.9 UNCONDITIONAL TERMINATION FOR CONVENIENCE:

Maricopa County may terminate the resultant Contract for convenience by providing sixty (60) calendar days advance notice to the Contractor.

6.10 TERMINATION FOR DEFAULT:

The County may, by written notice of default to the Contractor, terminate this contract in whole or in part if the Contractor fails to:

6.10.1 Deliver the supplies or to perform the services within the time specified in this contract or any extension;

6.10.2 Make progress, so as to endanger performance of this contract; or

6.10.3 Perform any of the other provisions of this contract.

6.10.4 The County's right to terminate this contract under these subparagraph may be exercised if the Contractor does not cure such failure within 10 days (or more if authorized in writing by the County) after receipt of the notice from the Procurement Officer specifying the failure.

6.11 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:

Notice is given that pursuant to A.R.S. § 38-511 the County may cancel any Contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S § 38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the Contract.

6.12 CONTRACTOR LICENSE REQUIREMENT:

6.12.1 The Respondent shall procure all permits, insurance, licenses and pay the charges and fees necessary and incidental to the lawful conduct of his/her business, and as necessary complete any required certification requirements, required by any and all governmental or non-governmental entities as mandated to maintain compliance with and in good standing for all permits and/or licenses. The Respondent shall keep fully informed of existing and future trade or industry requirements, Federal, State and Local laws, ordinances, and regulations which in any manner affect the fulfillment of a Contract and shall comply with the same. Contractor shall immediately notify both Office of Procurement Services and the using agency of any and all changes concerning permits, insurance or licenses.

6.12.2 Respondents furnishing finished products, materials or articles of merchandise that will require installation or attachment as part of the Contract, shall possess any licenses required. A Respondent is not relieved of its obligation to possess the required licenses by subcontracting of the labor portion of the Contract. Respondents are advised to contact the Arizona Registrar of Contractors, Chief of Licensing, at (602) 542-1525 to ascertain licensing requirements for a particular contract. Respondents shall identify which license(s), if any, the Registrar of Contractors requires for performance of the Contract.

6.13 SUBCONTRACTING:

6.13.1 The Contractor may not assign to another Contractor or Subcontract to another party for performance of the terms and conditions hereof without the written consent of the County. All correspondence authorizing subcontracting must reference the Bid Serial Number and identify the job project.

6.13.2 The Subcontractor's rate for the job shall not exceed that of the Prime Contractor's rate, as bid in the pricing section, unless the Prime Contractor is willing to absorb any higher rates or the County has approved the increase. The Subcontractor's invoice shall be invoiced directly to the Prime Contractor, who in turn shall pass-through the costs to the County, without mark-up. A copy of the Subcontractor's invoice must accompany the Prime Contractor's invoice.

6.14 AMENDMENTS:

All amendments to this Contract shall be in writing and approved/signed by both parties. Maricopa County Office of Procurement Services shall be responsible for approving all amendments for Maricopa County.

6.15 ADDITIONS/DELETIONS OF SERVICE:

6.15.1 The County reserves the right to add and/or delete materials and services to a Contract. If a service requirement is deleted, payment to the Contractor will be reduced proportionately, to the amount of service reduced in accordance with the bid price. If additional materials or services are required from a Contract, prices for such additions will be negotiated between the Contractor and the County.

6.15.2 The County reserves the right of final approval on proposed staff for all Task Orders. Also, upon request by the County, the Contractor will be required to remove any employees working on County projects and substitute personnel based on the discretion of the County within two business days, unless previously approved by the County.

6.16 VALIDITY:

The invalidity, in whole or in part, of any provision of this Contract shall not void or affect the validity of any other provision of the Contract.

6.17 SEVERABILITY:

The invalidity, in whole or in part, of any provision of this Contract shall not void or affect the validity of any other provision of this Contract.

6.18 RIGHTS IN DATA:

The County shall have the use of data and reports resulting from a Contract without additional cost or other restriction except as may be established by law or applicable regulation. Each party shall supply to the other party, upon request, any available information that is relevant to a Contract and to the performance thereunder.

6.19 NON-DISCRIMINATION:

CONTRACTOR agrees to comply with all provisions and requirements of Arizona Executive Order 2009-09 including flow down of all provisions and requirements to any subcontractors. Executive Order 2009-09 supersedes Executive order 99-4 and amends Executive order 75-5 and may be viewed and downloaded at the Governor of the State of Arizona's website <http://azmemory.azlibrary.gov/cdm/singleitem/collection/execorders/id/680/rec/1> which is hereby incorporated into this contract as if set forth in full herein. During the performance of this contract,

CONTRACTOR shall not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.

6.20 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

6.20.1 The undersigned (authorized official signing for the Contractor) certifies to the best of his or her knowledge and belief, that the Contractor

6.20.1.1 is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;

6.20.1.2 have not within 3-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract 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;

6.20.1.3 are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and

6.20.1.4 have not within a 3-year period preceding this Contract had one or more public transaction (Federal, State or local) terminated for cause of default.

6.20.2 The Contractor agrees to include, without modification, this clause in all lower tier covered transactions (i.e. transactions with subcontractors) and in all solicitations for lower tier covered transactions related to this Contract.

6.21 VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §41-4401 AND FEDERAL IMMIGRATION LAWS AND REGULATIONS:

6.21.1 By entering into the Contract, the Contractor warrants compliance with the Immigration and Nationality Act (INA using e-verify) and all other federal immigration laws and regulations related to the immigration status of its employees and A.R.S. §23-214(A). The contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the Immigration Reform and Control Act of 1986, as amended from time to time, for all employees performing work under the Contract and verify employee compliance using the E-verify system and shall keep a record of the verification for the duration of the employee's employment or at least three years, whichever is longer. I-9 forms are available for download at USCIS.GOV.

6.21.2 The County retains the legal right to inspect contractor and subcontractor employee documents performing work under this Contract to verify compliance with paragraph 6.21 of this Section. Contractor and subcontractor shall be given reasonable notice of the County's intent to inspect and shall make the documents available at the time and date specified. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County will consider this a material breach of the contract and may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

6.22 INFLUENCE

As prescribed in MC1-1202 of the Maricopa County Procurement Code, any effort to influence an employee or agent to breach the Maricopa County Ethical Code of Conduct or any ethical conduct may be grounds for Disbarment or Suspension under MC1-902.

An attempt to influence includes, but is not limited to:

- 6.22.1 A Person offering or providing a gratuity, gift, tip, present, donation, money, entertainment or educational passes or tickets, or any type valuable contribution or subsidy,
- 6.22.2 That is offered or given with the intent to influence a decision, obtain a contract, garner favorable treatment, or gain favorable consideration of any kind.

If a Person attempts to influence any employee or agent of Maricopa County, the Chief Procurement Officer, or his designee, reserves the right to seek any remedy provided by the Maricopa County Procurement Code, any remedy in equity or in the law, or any remedy provided by this contract.

6.23 CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLERBLOWER RIGHTS.

- 6.23.1 The Parties agree that this Contract and employees working on this Contract will be subject to the whistleblower rights and remedies in the pilot program on contractor employee whistleblower protections established at 41 U.S.C. § 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and section 3.908 of the Federal Acquisition Regulation;
- 6.23.2 Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. § 4712, as described in section 3.908 of the Federal Acquisition Regulation. Documentation of such employee notification must be kept on file by Contractor and copies provided to County upon request.
- 6.23.3 Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold (\$150,000 as of September 2013).

6.24 ACCESS TO AND RETENTION OF RECORDS FOR THE PURPOSE OF AUDIT AND/OR OTHER REVIEW:

- 6.24.1 In accordance with section MCI 371 of the Maricopa County Procurement Code the Contractor agrees to retain all books, records, accounts, statements, reports, files, and other records and back-up documentation relevant to this Contract for six (6) years after final payment or until after the resolution of any audit questions which could be more than six (6) years, whichever is latest. The County, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of, any and all said materials.
- 6.24.2 If the Contractor's books, records, accounts, statements, reports, files, and other records and back-up documentation relevant to this Contract are not sufficient to support and document that requested services were provided, the Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.
- 6.24.3 If at any time it is determined by the County that a cost for which payment has been made is a disallowed cost, the County shall notify the Contractor in writing of the disallowance. The course of action to address the disallowance shall be at sole discretion of the County, and may include either an adjustment to future invoices, request for credit, request for a check or deduction from current billings Submitted by the Contractor by the

amount of the disallowance, or to require reimbursement forthwith of the disallowed amount by the Contractor by issuing a check payable to Maricopa County.

6.25 AUDIT DISALLOWANCES:

If at any time, County determines that a cost for which payment has been made is a disallowed cost, such as overpayment, County shall notify the Contractor in writing of the disallowance. County shall also state the means of correction, which may be but shall not be limited to adjustment of any future claim submitted by the Contractor by the amount of the disallowance, or to require repayment of the disallowed amount by the Contractor.

6.26 OFFSET FOR DAMAGES;

In addition to all other remedies at Law or Equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance of the contract.

6.27 PUBLIC RECORDS:

Under Arizona law, all Offers submitted and opened are public records and must be retained by the Records Manager at the Office of Procurement Services. Offers shall be open to public inspection and copying after Contract award and execution, except for such Offers or sections thereof determined to contain proprietary or confidential information, by the Office of Procurement Services. If an Offeror believes that information in its Offer or any resulting Contract should not be released in response to a public record request under Arizona law, the Offeror shall indicate the specific information deemed confidential or proprietary and submit a statement with its offer detailing the reasons that the information should not be disclosed. Such reasons shall include the specific harm or prejudice which may arise from disclosure. The Records Manager of the Office of Procurement Services shall determine whether the identified information is confidential pursuant to the Maricopa County Procurement Code.

6.28 PRICES:

Contractor warrants that prices extended to County under this Contract are no higher than those paid by any other customer for these or similar services.

6.29 INTEGRATION:

This Contract represents the entire and integrated agreement between the parties and supersedes all prior negotiations, proposals, communications, understandings, representations, or agreements, whether oral or written, express or implied.

6.30 RELATIONSHIPS:

In the performance of the services described herein, the Contractor shall act solely as an independent contractor, and nothing herein or implied herein shall at any time be construed as to create the relationship of employer and employee, co-employee, partnership, principal and agent, or joint venture between the County and the Contractor.

6.31 GOVERNING LAW:

This Contract shall be governed by the laws of the state of Arizona. Venue for any actions or lawsuits involving this Contract will be in Maricopa County Superior Court or in the United States District Court for the District of Arizona, sitting in Phoenix, Arizona

6.32 ORDER OF PRECEDENCE:

In the event of a conflict in the provisions of this Contract and Contractor's license agreement, if applicable, the terms of this Contract shall prevail.

6.33 INCORPORATION OF DOCUMENTS:

The following are to be attached to and made part of this Contract:

- 6.33.1 Exhibit A, Pricing;
- 6.33.2 Exhibit B, Scope of Work;
- 6.33.3 Exhibit B-1, Contractor Scope of Work;
- 6.33.4 Exhibit C, Office of Procurement Services Contractor Travel and Per Diem Policy.

NOTICES:

All notices given pursuant to the terms of this Contract shall be addressed to:

For County:

Maricopa County
Office of Procurement Services
ATTN: Contract Administration
320 West Lincoln Street
Phoenix, Arizona 85003-2494

For Contractor:

Acquisition Sciences, Ltd.
ATTN: Beverly Francy
4745 N. 7th Street, Suite 120
Phoenix, AZ 85014

6.34 ISRAEL BOYCOTT:

By submitting this proposal the Contractor certifies that they are in compliance with Article 9, Arizona Revised Statutes Section 35-393 *et seq.*

6.35 UNIFORM ADMINISTRATIVE REQUIREMENTS

By entering into this Contract the Contractor agrees to comply with all applicable provisions of Title 2, Subtitle A, Chapter II, PART 200-UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS contained in Title 2 C.F.R § 200 *et seq.*

IN WITNESS WHEREOF, this Contract is executed on the date set forth above.

CONTRACTOR

Beverly Francy
AUTHORIZED SIGNATURE

Beverly Francy, President
PRINTED NAME AND TITLE

4745 N. 7th Street, Ste 120, Phoenix, AZ 85014
ADDRESS

12-30-15
DATE

MARICOPA COUNTY

[Signature]
CHIEF PROCUREMENT OFFICER,
OFFICE OF PROCUREMENT SERVICES

1/14/16
DATE

ATTESTED:

N/A
CLERK OF THE BOARD

DATE

APPROVED AS TO FORM:

[Signature]
LEGAL COUNSEL

Jan 11, 2016
DATE

EXHIBIT A – PRICING

RESPONDENT'S NAME: Acquisition Sciences, Ltd.
2011001328-0 2011006820-0
 COUNTY VENDOR NUMBER : VC0000007823
 ADDRESS: 1990 W. Camelback Rd., Ste. 207, Phoenix, AZ 85015
4745 N. 7th Street, Suite 120, Phoenix, AZ 85014
 P.O. ADDRESS: N/A
 TELEPHONE NUMBER: 602-234-1000
 FACSIMILE NUMBER: 602-277-2888
 WEB SITE: www.asltdaz.com
 CONTACT (REPRESENTATIVE): Caroline Tillman
 REPRESENTATIVE'S E-MAIL ADDRESS: carolinet@acqsl.com

WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT

YES
 [X]

1.0 LABOR RATES:

Position/Title	Description	Hourly Rate
1.1 Project Manager	The primary contact person with the Agency and is responsible for managing activities internal to the Contractor to deliver the services. Makes recommendations on acquisition to MCRED as whether to proceed to escrow or towards condemnation.	<u>\$90.00</u>
1.2 Senior Agent	Typically this is a Lead Agent that takes primary responsibility for the complex acquisition and coordinates the negotiation activities for the Contractor. Completes acquisition through the escrow process or prepares acquisition for condemnation action.	<u>\$80.00</u>
1.3 Agent	Typically will deal with simple to moderate acquisitions and reports to Lead and Project Manager. Completes acquisition through the escrow process or prepares acquisition for condemnation action	<u>\$70.00</u>
1.4 Relocation Agent	Responsible for relocating persons and personal property in accordance with the Uniform Relocation Act.	<u>\$70.00</u>
1.5 Clerical	Administrative support in preparation of documents or assisting the above positions.	<u>\$48.50</u>

2.0 FEES

2.1 Fixed Fees	these are assigned tasks, such as obtaining a right-of-entry or a minor relocation of personal property.	
	Description	
2.2	<u>Obtaining Right of Entry</u>	<u>\$750.00</u>
2.3	<u>Minor relocation of personal property</u>	<u>\$1,995.00</u>

EXHIBIT B
SCOPE OF WORK

1.0 Scope of Work

1.1 EXPERIENCE:

1.1.1 Project Manager shall have a minimum of 8 years in acquisition delivery.

1.1.2 The Lead Agent shall have a minimum of 4 years in land acquisition.

1.1.3 The Agent shall have a minimum of 2 years in land acquisition.

1.2 RELEVANT EXPERIENCE IN ACQUISITION PROJECTS:

1.2.1 Provide examples of three acquisition projects and three relocation projects that the contractor has undertaken – describing the scope, schedule, budget of each (number of parcels to acquire/relocate, acquisition budget for the project, and time frame in which the acquisition/relocations were accomplished).

1.2.2 Specifically describe firm’s overall experience and history with governmental agencies at state, county, or municipal level.

1.3 REAL ESTATE LICENSE:

1.3.1 In accordance with Arizona Revised Statutes, Section 32, Chapter 20, CONTRACTOR is required to be a real estate broker in the State of Arizona. All agents must be employed by the CONTRACTOR directly and shall maintain an active real estate license with the CONTRACTOR. Any individual directly involved in developing, presenting, or discussing property purchase offers and relocation assistance entitlements must be similarly licensed with the CONTRACTOR, and shall have no personal contact with a property owner or displaced person or business without benefit of such license. If CONTRACTOR employees are not licensed at time of selection notification, compliance is required within 60 days of said notification. Clerical and administrative staff not directly involved in the technical functions of acquisition and relocation need not be licensed.

1.3.2 All services must be performed in accordance with Federal and State laws and the Maricopa County Real Estate Division (“MCRED”) Procedural Manual.

1.3.3 CONTRACTOR shall not subcontract any part of the work assignment without prior written authorization from the COUNTY.

1.3.4 COUNTY makes no guarantee as to the amount of work that will be required during the term of the contract. Any additional work beyond COUNTY acquisition/relocation scope or task shall be required to be pre-approved.

1.3.5 All work product must be consummated on COUNTY approved forms.

1.4 ACQUISITION:

1.4.1 Acquisition services will consist of acquiring real property rights as required by various projects. These property rights may include, but are not limited to, rights of entry, temporary or perpetual easements, and fee title free and clear of all liens and encumbrances. These services will apply only to privately-owned property. All acquisitions must be performed in accordance with Federal laws, State laws, and MCRED policy and procedures. The contractor will be required to provide services with the following guidelines:

- 1.4.1.1 When notified by MCRED, accompany the MCRED's Appraiser to personally inspect the subject property to be acquired prior to presenting the offer to ensure all potential interests and improvements have been addressed. Immediately notify MCRED of any potential concerns after inspection
- 1.4.1.2 After receipt and review of MCRED's delineation package, personally inspect the subject property to be acquired prior to presenting the offer to ensure all potential interests and improvements have been addressed. Immediately notify MCRED of any potential concerns after inspection
- 1.4.1.3 Prepare offer documents based on MCRED's approved appraisal values, market analyses, or settlements. In the interest of expediting the acquisition, CONSULTANT may be required to obtain "cost-to-cure" bids for items associated with the acquisition not adequately addressed in MCRED's approved appraisal. A minimum of two (2) bids is required, unless otherwise directed in writing by MCRED. Bids must be in writing, itemized, and submitted to MCRED for approval.
- 1.4.2 Presentation of written offers based on approved appraisal values or settlements negotiated on behalf of Maricopa County and perform other acquisition functions necessary to obtain required real property rights as directed by the County's Project Coordinator. The CONTRACTOR has a maximum of 45 working days, according to the following schedule, from the notice to proceed to present offers to property owners or interest holders and obtain a written or verbal consent to the acquisition.
- 1.4.3 Prepare recommendations for administrative settlements and submit, with thorough justification and supporting data, to MCRED for approval. Prepare and/or consummate a purchase agreement, summary statement, documents of conveyance, extended occupancy agreements, monitor and assist with property rights and lien releases, open and follow through to close of escrow on all successful acquisitions in a timely manner. CONSULTANT shall confirm with MCRED's Acquisition Branch that the right of way has been cleared.
- 1.4.4 The CONTRACTOR will be required to maintain current and detailed Negotiator Reports by parcel. The Negotiator Reports will document all actions relating to the parcel including dates, places, and names and each page shall include MCRED's project identification number, item number, the name of the firm and the firm's agent, and the agent's signature. Each agent who works on the assigned parcel shall be required to document and sign the contact report after the activity is complete. Negotiator Reports will be typed and provided when package is submitted for payment.
- 1.4.5 Issues of the negotiation and special requests by the property owner will be submitted to Maricopa County Real Estate Division Right-of-Way Agent for approval. Recommendation and supporting data for administrative settlements or condemnation will be submitted to MCRED's Right-of-Way Agent for consideration. CONTRACTOR will be available for pre-condemnation meetings and testimony as needed.
- 1.4.6 The Contractor will be required to prepare and execute Purchase Agreements and Right-of-Way Contracts in accordance with the conditions of the negotiation. The CONTRACTOR will forward Purchase Agreements, Right-of-Way Contracts, Deeds, Easements, and Escrow Instructions to property owners for execution. The CONTRACTOR will deliver Purchase Agreements Right-of-Way Contracts, Deeds, Easements and Escrow Instructions to the MCRED Right-of-Way Agent on the next business day following the signature of all necessary property owners.
- 1.4.7 The CONTRACTOR will be required to open and close escrow on all successful acquisitions utilizing Title Company under contract with Maricopa County at time of acquisition. Escrows will be handled by the title company under contract with Maricopa County at the time of acquisition. Title Insurance Policies will be required in the amount

of the purchase cost of land and/or improvements, on all acquisitions. The CONTRACTOR may be involved in assisting the title company in clearing right-of-way requirements. Title insurance policies will be required in the amount of the purchase price of land and improvements only. CONTRACTOR shall verify the required holdbacks are withheld by the title company and deliver a Final Settlement Statement to the MCRED at closing. MCRED, at its sole discretion, may waive certain title requirements and the necessity of escrow and title insurance.

- 1.4.8 Provide timely notification to MCRED when acquisition negotiations are unsuccessful, and condemnation may be necessary. Additionally, CONTRACTOR shall be responsible for posting and documenting (i.e., photographing) a proper public notice on the property to be acquired or condemned in accordance with ARS 28-7098.C. The posting of such notice is to occur at either the onset of negotiations, or the declaration of an impasse in negotiations, as determined by MCRED.
- 1.4.9 Pre-condemnation meetings may be held prior to initiation of eminent domain proceedings. CONTRACTOR may be present at such meetings to discuss history of negotiations. At the conclusion of such meetings, the CONTRACTOR may be directed to re-open negotiations with the property owner at MCRED's discretion. In certain situations, the CONTRACTOR may be required to consummate settlement agreements subsequently negotiated by MCRED.
- 1.4.10 Advise MCRED when an occupied property is to be vacated and when applicable, supply to MCRED any keys to buildings acquired or title/VIN to any mobile home immediately upon closing along with completed Vacate Notice and photographic documentation. The Acquisition/Relocation Agent may accompany a Property Management Agent to perform a walk-through inspection of property ensuring everything is in compliance with Purchase Agreement for proper release of security deposits.
- 1.4.11 Written notification to MCRED Acquisition Branch and Property Management is required immediately, within the same day of the close of escrow so MCRED can assume the responsibility to administer the extended occupancy agreement.
- 1.4.12 The CONTRACTOR will comply with acquisition schedules as established by the MCRED Right-of-Way Agent. The CONTRACTOR will submit all requests for extensions of acquisition schedule to the MCRED Right-of-Way Agent for review and approval. The County reserves the right to reduce fee by 10% for each deadline missed as a result of the action of the Contractor.
- 1.4.13 The CONTRACTOR will be required to submit weekly narrative progress reports. This report will be submitted by Friday of each week showing project status for that month. This report will include, but not limited to:
 - 1.4.13.1 Summary of activities for the month
 - 1.4.13.2 Status of each parcel
 - 1.4.13.3 Problems encountered and recommendations to resolve these problems
 - 1.4.13.4 Identify progress of completion against project schedule
 - 1.4.13.5 Estimated completion date
- 1.4.14 CONTRACTOR will name a project manager who will be available and familiar with project status at all times.
- 1.4.15 CONTRACTOR will be required to maintain complete and accurate records which will be available for inspection by MCRED Right-of-Way Agent at any time.
- 1.4.16 CONTRACTOR will be responsible for correcting, at no additional fee, any deficiencies noted by MCRED.

1.5 RELOCATION:

- 1.5.1 The CONTRACTOR will provide relocation assistance to eligible displaced individuals and businesses. All relocation services must be performed in accordance with Federal laws, State statutes, and MCRED policy and procedural manuals. This assistance shall consist of, but not necessarily be limited to, the following services:
- 1.5.1.1 Determine the eligibility and needs of individuals and businesses displaced by MCRED's project through personal interviews with displacees and complete Residential and Business Relocation surveys and checklist. Present displacees with Acquisition and Relocation Brochures.
 - 1.5.1.2 Accompanied by displacee, prepare written and photographic inventories of personal property to be relocated from displaced residences or businesses. Inventories are to be accepted and certified by the displacee.
 - 1.5.1.3 Provide Relocation advisory assistance. Determine the number of displacees per parcel prior to submitting a quote; determine the needs and eligibility of displacees by conducting a personal interview with each displacee.
 - 1.5.1.4 Provide MCRED with current and continuing information on replacement properties.
 - 1.5.1.5 Calculate monetary entitlements. Such calculation shall not be established by the CONTRACTOR'S field agent working with the displacee. Inform the displacee in writing of the calculated entitlements, and of the specific comparable replacement property used in the calculation or replacement housing benefits. Two bids or estimates are required for all negotiated self-moves. Bids must be guaranteed for at least 90 days. Additional bids may be required if there is a discrepancy in the previous bids. CONTRACTOR shall solicit bids and accompany bidders on the inspection appointments. Bids must be in writing, itemized, and guaranteed for at least ninety (90) days. Residential self-moves are to be in accordance with the current Federal Highway Administration (FHWA) Fixed Moving Cost Schedule. For displaced businesses, bids shall be based on certified inventory. At time of move, CONTRACTOR shall reconcile inventory of personal property actually relocated and adjust moving cost allowance accordingly.
 - 1.5.1.6 Issue to displacees Notices of Vacate according to the needs of the project. These Notices should be for not less than 90 days and not given before the displacee has received a written statement of benefits, and offer of replacement housing.
 - 1.5.1.7 Issue other notices as appropriate, such as, but not limited to, Notice of Intent to Acquire and Notice of Eligibility
 - 1.5.1.8 Inspect replacement housing to assure that it meets applicable decent, safe and sanitary standards.
 - 1.5.1.9 Minimize hardship to persons by providing counseling, information as to other sources of assistance, methods of claiming relocations benefits, and such other help as may be appropriate. Current and detailed contact reports shall be maintained by parcel, documenting all actions relating to the parcel to include dates, places, times, full names and relationships between the parties, telephone numbers, and summaries of all written and verbal communications. Contact reports shall be typed, and each page shall include MCRED's project identification number, item number, the name of the firm and the firm's agent, and the agent's signature.

1.5.1.10 The Acquisition Agent and the Relocation Agent can be one in the same, or the contractor can split the duties, it is for them to decide to how best deliver that service. Regardless, the Acquisition and Relocation Agent are required to be licensed.

1.5.2 Contact reports will be typed when package is submitted to MCRED for payment.

1.5.3 Packages for payment of benefits will be submitted, along with all supporting documentation, to MCRED for review and processing. Submit relocation file and appropriate claim documents, approved and signed by the CONTRACTOR Project Manager, for payment of benefits, along with all supporting documentation including up-to-date Contact Report, to MCRED for review, approval, and payment processing. The sufficiency of the documents supporting each claim shall be at the sole discretion of MCRED.

1.5.4 First level appeals are to be handled by the CONTRACTOR. Requests for displacees for final level appeals will be forwarded to MCRED for action. CONTRACTOR will make available to MCRED all information pertaining to the matter under appeal.

1.5.5 Remain available locally, upon request by MCRED, to provide additional services while any eligible claim is pending.

1.6 MCDRED RESPONSIBILITIES:

1.6.1 MCRED will provide to the CONTRACTOR a Right-of-Way package for each parcel to be acquired. This package includes all legal documents, appraisals, Right-of-Way Plans, Title Reports, and Construction Plans as available.

1.6.2 MCRED will provide awarded Contractor standard MCRED Real Estate forms for acquisition, plus samples on completed forms with instructions as to use.

1.6.3 MCRED will provide access to existing records maintained in the Real Estate Division if required to support the Contractor's responsibilities.

1.6.4 MCRED will appoint a Right-of-Way Agent to serve as Project Coordinator who will have the authority to monitor contract requirements. The Right-of-Way Agent Project Coordinator duties will include, but are not limited to, review and coordination of negotiation, condemnation actions, and administrative settlements.

1.6.5 MCRED will review completed parcel packages and process for County approval and payment.

1.6.6 MCRED will handle all condemnation actions.

EXHIBIT B-1

CONTRACTOR SCOPE OF WORK

Based on information provided by Maricopa County Real Estate Division, hereafter called MCRED, ASL (“Contractor”) understands the scope of work will include contractual countywide right of way acquisition, relocation and related services on an on-call basis. All acquisition and relocation work will be completed in accordance with the Uniform Relocation Assistance and Real Property Acquisition Title 49 Transportation, Part 24, and the regulations promulgated there under; the Arizona Revised Statutes §28-7041 through §28-7156; the Maricopa County Real Estate Division Procedural Manual. The Contractor’s team presents the following approach for a successful project outcome while complying with the MCRED’s 45 Working Day Acquisition Process.

The Contractor’s general approach to this and all projects begins by providing our client with highly trained, experienced professional project managers, acquisition/relocation agents and support staff who have vast local backgrounds and knowledge as well as experience working on federally funded projects. As referenced in the scope of work, the Contractor will assign one agent to accomplish both acquisition and relocation activities for a parcel. The Contractor supports MCRED in this requirement as we find it to be not only more cost effective, but reduces the number of individuals the property owner has to contend with during the acquisition/relocation process. Often times when a property is being acquired by an agency it can be overwhelming for property owners and with this process they have just one “go-to” person, thereby reducing or eliminating confusion, frustration and stress.

Past experience has indicated that one of the main challenges of any right of way project is maintaining proper records and files, with adequate documentation, negotiator/contact reports and field notes. To assist us in providing MCRED with the information necessary to properly document their files and provide their weekly progress reports, the Contractor will utilize our real time web-based database. The Contractor’s secure database is utilized to track the significant dates throughout the acquisition/relocation process, the status of each case, track payments and maintain the negotiator/contact report. The Contractor’s database is maintained on a daily basis as events occur and will be utilized to generate the project status reports as well as the negotiator/contact reports for each acquisition/relocation case. The Contractor’s database also allows us to provide MCRED staff with 24 hour/7 day a week access to their specific projects. This will allow them to access up to date information on the current status of any case from their computer. The Contractor will provide completely documented files relating to each discipline, weekly project status reports and online access to our proprietarily designed database.

Project Award - When starting any project the Contractor finds it beneficial to begin the project with a team kick-off meeting that includes MCRED staff and all of the Contractor’s staff that will be assigned to the project. The on-site project location kick-off meeting provides an opportunity for the team to review the scope of the project, discuss any special parcels or areas of concern, review the project timelines/deadlines, assign tasks and tour the project area. The Contractor’s state licensed agent will accompany MCRED’s Appraiser on the site inspection of the subject property to ascertain that all potential interests and improvements are identified. If the property is occupied, the agent will conduct the initial relocation interview at the time of the inspection, conduct an inventory of the personal property to be relocated and determine the displacee’s eligibility for relocation benefits.

First 5 Days - Upon receipt of the delineation package from MCRED, the information is reviewed and research is conducted to confirm that the documents received from MCRED reflect the current ownership. The agent will thoroughly review the appraisal to ascertain that all potential interests and improvements identified during the site inspection have been addressed. On occasion the agent may identify something in the proposed acquisition that may not have been addressed in the appraisal. The agent will then work through the Contractor’s project manager to inform MCRED of the issue and work with MCRED on a resolution. The acquisition agent will present the first written offer in person unless otherwise directed by MCRED. The Contractor believes that most successful negotiations hinge on the rapport that an

acquisition agent develops with a property owner at the very first meeting. Therein it is the Contractor's general practice that first written offers must be presented in person whenever possible.

A relocation agent will calculate the residential/business relocation benefit entitlements. The relocation agent working directly with the displacee shall not prepare the relocation benefits determinations. Upon the approval of the relocation determination by MCRED, the Contractor will present the relocation benefit entitlements to the displacee. The Contractor have found that acquisitions are most successful when the relocation benefit entitlements are presented along with the first written offer.

This approach allows the property owner to see the "whole package" and understand how the monetary amounts work together. The Contractor will also issue the vacate notices in accordance with requirements of the projects timeline.

Next 30 Days – Through the Contractor's experience on more than 350 highway/transportation/housing projects, this always seems to be the time in a project that time just slips away. To reduce the amount of slippage in the project schedule, the Contractor requires our agents to conduct telephone/email follow ups with the property owners at least every week once the offer/relocation benefits have been presented. One very simple, yet very effective element that the Contractor incorporates into all our projects is making ourselves available to the property owners at times that are convenient to them, so if that means evening or weekend appointments, that's what we do. This strategy not only helps us to keep the project moving along on schedule, but also results in the displacee having a more positive experience when being displaced as a result of an MCRED project.

This period will be utilized by the agent to work through the acquisition with the property owner, including consummating the purchase contract, opening/monitoring escrow, assisting in clearing the title requirements and processing the payment request.

Due to the current real estate conditions, one issue that MCRED will undoubtedly encounter dealing with a property owner who is experiencing a "negative equity or upside down" situation. Over the last couple of years the Contractor has become accomplished at negotiating with various lenders to accept the offer as presented by the agency resulting in a short sale transaction. However, lender negotiations can be lengthy, so depending on the project schedule MCRED may have no choice but to proceed through the condemnation process.

On the relocation side the agent will utilize this time to assist the residential displacee in locating a Decent, Safe and Sanitary replacement home by providing listings of homes currently for sale on the Multiple Listing Services (MLS), conducting inspections, processing payment claims and providing referrals more fully discussed below. The Contractor maintains an extensive list of licensed, bonded and insured moving & related vendors that have proven to us their reliability in providing us with reasonable and accurate moving bids on even the most environmentally challenging business moves, such as a metal fabrication facilities, powder coating facilities or jet engine testing facilities. The Contractor will ensure at least two comparable bids are obtained for the disconnection, moving, reinstallation and reconnection of all personal property.

During this time we are also working with the displacee to provide Relocation Advisory Services which can include such things as obtaining commercial move bids and providing referrals to other types of assistance that will aide in minimizing hardships to displacee's. An example of a referral we often utilize would be connecting a property owner with a Non-Profit Housing Counseling Firm to assist them in pulling their credit report and assessing their ability to obtain replacement financing; in the case of a tenant displacee who is interested in purchasing a replacement property rather than renting, we could provide referrals to First Time Homebuyer Programs; or a small business displacee may need referrals to a city's Economic Development Department or to the Small Business Administration.

Final 10 Days – During the remainder of the 45 Working Day Acquisition Process the Contractor would be monitoring the moving of the personal property, finalizing the closing of the escrow and coordinating of the final move-out inspection with MCRED’s Property Management Team. During the final days in the process, communication and coordination are crucial between the Contractor and MCRED staff. It is vital that MCRED is kept abreast as to the events during this period to ensure they are able to assume physical possession/control of the property in a timely manner.

Condemnation – An agency resorts to condemnation process for generally two reasons: 1. Unresolvable title issues or 2. Differing opinions as to the fair market value of the acquisition. The Contractor will participate in pre-condemnation meetings as requested by MCRED. The Contractor will prepare and submit the comprehensive condemnation package to MCRED. It will include all the necessary documentation, the detailed Negotiator/Contact Report and photographic documentation of our physical posting of the property in accordance with ARS 28-7098.C. The Contractor’s Principal, Project Managers and agents are prepared to provide expert testimony and assistance to your legal team as needed.

The Contractor has extensive experience in all types of right of way acquisition and at all levels of job performance, including titles, appraisal, negotiation, relocation and project management. When it appears that some conflict or problem may arise, we will quickly advise management, propose a course of action, and aggressively follow-up to resolve the issue in the most favorable manner. The Contractor will handle problems timely and to the benefit of not only the project, but all concerned.

Proposed Approach to the Acquisition Scope of Work

As leaders in the industry, the Contractor provides comprehensive acquisition/relocation services and operates on the philosophy that it is essential to understand not only the procurement of the land rights process, but also the methods in which that is achieved. The Contractor is proficient in the negotiation of partial acquisition, full acquisitions, all types of easements and rights of entries for both commercial and residential real property via the numerous traditions, such as fee simple interest, donation or exchange.

What is important in this industry is not just the knowledge of the rules and regulations at different governmental levels, but the actual implementation of those in real life situations. The Contractor’s repertoire includes negotiating with corporations, churches, public schools, private owners, utility conglomerates and government agencies. Furthermore, the Contractor has extensive experience in title evaluation and resolution of title issues. Through knowledge gained, the Contractor is adept at assessing title issues and determining the clearest route to resolution. The Contractor’s Acquisition Agents have worked with the property owners to resolve the gamut of title issues, including probate of multiple deceased owners to obtaining lien releases from antiquated lien holders. We have coordinated with title examiners and escrow officers as well as worked with other governmental agencies to ensure that all outcomes are irrefutable and resolute. The continual and diligent efforts are made in order to obtain a clear title to convey to the County. These experiences and many more, qualify the Contractor as premier providers of acquisition services.

ASL understands the scope of work is as stated herein. The Contractor is distinguished from our competitors by our general approach to this and all projects. We begin by providing our client with experienced local professional Project Managers, Acquisition Agents and administrative staff, several who have 15 years of experience with real estate acquisition/relocation and who have extensive backgrounds and knowledge of federally funded projects.

As mentioned earlier, our past experience has indicated that one of the main challenges an acquisition/relocation organization encounters is the maintenance of accurate records and case files, with adequate documentation, negotiator/contact reports and field notes. The Contractor will provide completely documented files relating to each individual acquisition, as well as weekly narrative project reports.

Based on information provided in the Maricopa County Request for Proposal, **the Contractor** understands that the scope of work will include acquisition services in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 USC Sections 4601 through 4655, inclusive, and the regulations promulgated thereunder (collectively called the “Federal Act”) and Arizona’s version of the Federal Act A.R.S. Sections 11-961 through 971 and the regulations promulgated thereunder (collectively, the “State Act”).

The primary goal of the team is to deliver effective acquisition services in the time frames required by Maricopa County Staff. The team’s project approach is solely designed to reach these goals. The following presents an overview of the Contractor’s team strategies and approaches for successful project implementation and completion.

Acquisition Services

- ✓ Accompany the MCRED Appraiser to personally inspect the subject property to be acquired prior to presenting the offer to ensure all potential interests/improvements are addressed. If the Contractor notes any concerns, we will promptly notify MCRED.
- ✓ Upon receipt of the delineation package, the Contractor will personally inspect the subject property prior to presenting the offer to ensure all potential interests/improvements have been addressed. If the Contractor notes any concerns, we will promptly notify MCRED.
- ✓ Preparation and personal presentation (or mailing if party is located outside of Phoenix metropolitan area) of written offer for Rights of Entry, Temporary or Perpetual Easements, Purchase Agreements, Right of Way Contracts, Extended Occupancy Agreements, as needed.
- ✓ When needed, the Contractor will secure a minimum of two (2) bids to assist in establishing the “cost-to-cure” for items not adequately addressed in MCRED’s approved appraisal.
- ✓ Conduct negotiations on behalf of the County and perform other acquisition functions necessary to obtain the required property rights.
- ✓ Secure signatures on all documents and deliver the executed documents to MCRED the next business day following the signature by all necessary property owners.
- ✓ Prepare recommendations for administrative settlements, including supporting data and justification, to MCRED for consideration.
- ✓ Open and close escrows utilizing a local title company under contract with the County. The Contractor will monitor and assist in securing the necessary property rights and lien releases. Obtain the preliminary title report and Standard Owners Title Insurance Policy’s for all properties closed through escrow.
- ✓ Prepare and submit the closing acquisition package which includes an explanation of how the title report requirements have been satisfied.
- ✓ Provide typed, current and detailed negotiator/contact reports for each parcel (ownership), documenting all activities relating to the parcel, including date, places, and names. **Negotiator/contact reports will be accessible through www.asltdaz.com, the Contractor’s web based system allowing the County to effectively monitor projects.**
- ✓ Advise the County when an occupied property has been vacated and provide any keys to the property immediately. Provide Vacate Notice and photographic documentation upon completion of final walk-through.

- ✓ Detailed and accurate records will be maintained for each acquisition sufficient to document the work done and results achieved throughout the process. All of the information generated for any acquisition shall be delivered to the County upon completion or as directed by the County and available for the County's review through the Contractor's web site.
- ✓ Notify the appropriate County staff immediately regarding the closing date on an acquisition.
- ✓ If our acquisition negotiations reach an impasse, the Contractor will ensure the posting of the property and participate in all pre-condemnation meetings.
- ✓ Other Acquisition services will be provided on an as needed basis.

Proposed Approach to the Relocation Scope of Work

The Contractor's Team has reviewed the scope of work and based on the information provided proposes the following methodologies in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 USC Sections 4601 through 4655, inclusive, and the regulations promulgated thereunder (collectively called the "Federal Act") and Arizona's version of the Federal Act A.R.S. Sections 11-961 through 971 and the regulations promulgated thereunder (collectively, the "State Act"). The Contractor's Team provides the required experience to allow flexibility and adaptability to allow the County to adjust to a project's workflow as needed. As leaders in the industry, the Contractor provides comprehensive acquisition and relocation services and operates on the philosophy that it is essential to understand not only the rules and regulations at different governmental levels, but the actual implementation of those in real life situations.

The Contractor's Team is distinguished from our competitors by our general approach to this and all projects. We begin by providing our client with experienced local professional Project Managers, Relocation Specialists and administrative staff who have eight or more years of experience and knowledge of relocation rules and regulations. Additionally, the Contractor's Team does not use translators and is comprised of staff bilingual in English and Spanish being able to provide relocation services to Spanish-speaking displacee's.

The Contractor will provide completely documented relocation files relating to each individual relocation case.

Based on information provided in the County's Request for Proposal, the Contractor understands that the scope of work will include providing relocation services in accordance with the Federal Act, the State Act and Maricopa County Real Estate Division's policies and procedures.

The primary goal of the team is to deliver effective relocation services in the time frames required by the County. The team's project approach is solely designed to reach these goals. The following presents an overview of the Contractor's team strategies and approaches for successful project implementation and completion.

Relocation Services

- ✓ Accompany the appraiser on the initial inspection of the displacement property.
- ✓ Conduct personal Initial Interviews with the residential and business displacee's to determine their eligibility for relocation benefits and the relocation assistance required, conduct a walk-through of the displacement site and to communicate what is to be expected throughout the relocation process. Complete the Residential and/or Business Survey and Checklist during the Initial Interview.
- ✓ The Contractor will provide a comparable housing analysis for each residential relocation based on their individual needs and calculate the monetary entitlement. The individual making this assessment will not be the Relocation Specialist assigned to the case to avoid any conflict of interest.
- ✓ Prepare a written and photographic inventory of the personal property to be relocated and have it certified by the displacee.
- ✓ The Contractor is able to coordinate moving services which may include:
 - Securing moving bids from local, bonded, insured and experienced moving companies.
 - Analyze the bids received from vendors to ensure that they are complete, applicable and reasonable. One of the biggest challenges in obtaining moving bids is ensuring that the bids are apples to apples and not apples to oranges. The Contractor's Team provides the County with over 100 years of experience in the review and analysis of all types of commercial moving bids.
 - The Contractor will work with the displacee's to establish a moving schedule that will minimize downtime and operational expenses for any business displacee. This will include planning, coordinating, organizing and implementing the move for both displacement and replacement locations.
 - Review all invoices provided by vendors to ensure the costs are reasonable and agrees with the original bids provided.
 - When a commercial move is elected by the displacee, the Contractor will monitor and document the entire process to guarantee that not only does the process go smoothly for the displacee, but to ensure that the initially estimated equipment and labor are utilized appropriately.
 - The Contractor will conduct an analysis of move costs versus replacement costs for business displacee's when appropriate. The Contractor's analysis will include an evaluation of the age, condition, downtime and reinstallation concerns for the personal property being moved.
 - Disconnect and reconnect fees for a business's machinery and equipment will be estimated based on the market hourly rates for these services.
 - Obtain current and appropriate Certifications of Insurance for all moving vendors who provide services to a displacee.
 - Direct commercial movers, analyze and review all vendor bids and process vendor invoices for payment.
 - For residential displacee's the Contractor will conduct inventories of personal property, establish a room count based on the inventory, determine the move cost and submit the estimated cost to the County for approval. All residential self-moves will be calculated in accordance with the Federal Highway Administration Fixed (FHWA) Fixed Moving Cost Schedule.
 - Submit displacee requests for storage to the County for review and approval. Monitor the move on-site at the displacement site, replacement site and storage facility.
- ✓ All necessary notices, including but not limited to the General Information Notice (including Relocation Brochure), Notice of Eligibility, 90-Day and 30-Day Vacate Notices, will be prepared by the Contractor's Team and presented to the displacee's. All documentation will be maintained in a relocation file pursuant to the County's specifications.
- ✓ All residential replacement housing will be inspected to determine that it meets the Decent, Safe and Sanitary (DS&S) standards.
- ✓ The Relocation Specialist will work with the displacee's to provide on-going advisory assistance to minimize hardship and will inform the displacee's of all economic and social assistance available, when appropriate.
- ✓ Guide displacee's on submitting claims, deadlines for vacating the displacement site and submitting relocation claims.

- ✓ Advice business displacee's as to eligible reestablishment expenses. Analyze reestablishment claims submitted by displacee's and prepare recommendations on eligible reestablishment expenses.
- ✓ Advice business displacee's as to eligible site search expenses. Analyze site search claims submitted by displacee's and prepare recommendations on eligible site search expenses.
- ✓ All first level appeals will be handled by the Contractor. Further appeal requests will be forwarded to the County. Provide the County with all information and data obtained by the Contractor and testify on behalf of the County in the case of an appeal.
- ✓ Provide current and detailed contact reports for each relocation case, documenting all actions relating to the relocation, including dates, places and names. Each entry will include the time increment spent on the activity to at least every 15 minutes. Contact reports will be presented to the County in typed form when payment packages are submitted for payment.

Acquisition & Relocation Project Administration

- ✓ Preparation and maintenance of an internet accessible narrative progress/status report documenting project status.
- ✓ A Project Manager, subject to the County's approval, will be identified for each project assigned by the County at the time of the assignment and will be available and familiar with a project's status at all times.
- ✓ Acquisition & relocation data will be available through the Contractor's web site permitting 24 hour/7 day a week access to the County for real time monitoring purposes.
- ✓ Maintain accurate records which will be available for inspection by County officials at any time.
- ✓ Correct any deficiencies noted by the County at no additional fee to the County.

Multi-project Coordination

The Project Manager will oversee all interrelated activities associated with the County and the relationships with the various County departments and project partners. It is paramount that open communications exist between the County, the Acquisition Agent, the Relocation Specialist and all other program partners.

Progress Meetings. It is imperative that intermittent progress meetings are held to ensure proper project progression. At a minimum, bi-weekly internal progress meetings will be held within the Contractor's project team.

QA/QC Program Oversight

Quality assurance at ASL is a continuous and integral part of our operation to ensure the accuracy of our product. Quality begins with a clear definition of project goals and is facilitated by skilled, experienced personnel who take great personal pride in their workmanship and strive to produce 100 percent error-free work at each step in the process. Quality requires constant communication of new information and changing parameters. Work is continuously monitored by the project manager, as well as reviewed and approved by an independent review officer prior to the delivery of all documents to the County. Elements of our quality assurance program include:

- ✓ In-house peer reviews - Reviews are conducted by project managers, to identify errors or omissions and to perform valuable analysis of the concepts themselves. Schedules are reviewed and necessary actions are taken to maintain or expedite schedules.
- ✓ Review Coordinator - The Contractor's Review Coordinator is responsible for ensuring the accuracy of the monetary calculations, the appropriate and most current forms are submitted to the County, the negotiator/contact report is sufficiently documented.

Continuous communication with the County's Project Representatives is maintained as a means to update the status of the work and provide the consulting team with direction. New issues identified by the County's Real Estate staff will be addressed immediately, keeping the progress of the work on schedule.

Data Base Resources

The Contractor prides itself on having the latest in technology available to serve our clients. We are constantly looking at ways to improve our processes and upgrade our equipment.

The Contractor offers a proprietary web based program, which is located at www.asltdaz.com and can be accessed 24 hours/7 days a week access via the internet. This secure site allows consultant staff along with County staff real time access to current project and case status. The site is comprehensive of the entire acquisition/relocation process and is user friendly. The website has the ability to produce reports, maintain contact reports and generate monthly billing reports in a timely manner. The database is maintained by the Contractor with the sole purpose of providing the best service possible for the client. As it is a private created and owned program, the Contractor maintains the ability to further develop the database’s functions to meet the needs of our clients.

*Diagrams 1-5 are screen shots of the Contractor’s Web based program.

Diagram 1 – The Contractor’s Online Database Initial Login Page

Acquisition Sciences, Ltd.
 Beverly Francy, Designated Broker
 4745 N. 7th Street, Suite 120
 Phoenix, AZ 85014
 Phone (602) 234-1000
 FAX (602) 277-2888

Login

Username:

Password:

Login

Announcements

What is Acquisition Sciences, Ltd?

Acquisition Sciences, Ltd., also known as Acquisition Sciences II, LLLP, is a full service right of way organization incorporated in 1990. The company has the capability of providing a turn-key operation, including acquisition of right of ways and easements, relocation advisory assistance, property management and consulting services on a contract basis to public agencies, private organizations and other individuals needing such services. Prior to the formation of Acquisition Sciences, Ltd., the principal, Beverly Francy, SR/WA, has been involved in the real estate, land titles, government and the right of way profession since 1967. The firm has proven its professional and management skills in a broad variety of federally and state funded projects.

Under the direction of Beverly Francy, SR/WA, Arizona Real Estate Broker and Caroline Tillman, SR/WA, R/W-RAC, Arizona/Nevada Real Estate Broker, the firm has proven that it is capable of completing the largest of projects with accuracy and efficiency. Projects varying in scope of work, property type, and number of parcels have been completed throughout Arizona and Nevada, as well as other Western States.

Acquisition Sciences, Ltd. has an in-depth knowledge of ongoing market conditions, governmental regulations (including the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 49 CFR Part 24 and the Arizona and Nevada Revised Statutes) and public policy. In addition, through continuing research and data service subscriptions, the firm is abreast of the dynamics of each state and community as they affect local real estate values and trends. Prior to commencing any assignment, the firm evaluates and analyzes the latest available information from a variety of sources including but not limited to, state, local and national research institutions, multi-listing services, local and regional real estate brokerage firms, sale data publications and examination of local public records.

As with many projects, bi-lingual services may be needed to ensure effective communications with property owners and displaced. Acquisition Sciences, Ltd. has Spanish speaking translators to assist in meeting the communications needs of the project.

Diagram 2 – The Contractor’s Active Projects Directory Page

Project Name	Client Name
ADOT - Casa Grande - Tucson Highway - Ina Road T.I.	Arizona Department of Transportation
ADOT - Casa Grande - Tucson Highway - Ina Road T.I. Relocation Plan	Arizona Department of Transportation
ADOT - Phoenix - Casa Grande (I-10)	Arizona Department of Transportation
ADOT - South Mountain Freeway	Arizona Department of Transportation
ASL Non-Billable Time	Acquisition Sciences II, LLLP
Avenida Rio Salado/Broadway Road	City of Phoenix
CNRP - Compass Relocation Case Work 2014	City of Phoenix
CNRP - Relocation Case Work 2014	City of Phoenix
CNRP - Relocation Project Manager 2014	City of Phoenix
Coffelt-Lamoreaux, LLC - Project Management (Billable)	Gorman & Company, Inc.
Coffelt-Lamoreaux, LLC - Tenant Cases (Fixed Fee)	Gorman & Company, Inc.
Dade Oaks Project	Gorman & Company, Inc.
Light Rail Transit Northwest Extension - Agreement No. 131434	City of Phoenix
Madison Heights I & II - Project Management (Billable)	Gorman & Company, Inc.
Madison Heights I & II - Tenant Cases (Fixed Fee)	Gorman & Company, Inc.
Northern Parkway Right-of-Way Corridor Preservation (Dysart Road - 11th Avenue)	Maricopa County Public Works Real Estate Division
RTA Acquisition Services	Regional Transportation Authority of Pima County
SRP - Rittenhouse Road Relocations	Salt River Project
Sunset Road: Silverbell to River Road, 4RTSUN	Pima County
Tangerine Road Corridor ST021	Town of Marana
Westward Ho - On Site Specialist (Billable)	Property Advisory Group/Cathedral Development Group

Diagram 3 – The Contractor’s Acquisition Status Tracking Page of a Parcel

Assigned: / / Acquisition Agents: Wayne H Jones

Pre Offer Details

Ordered	Inspected	Received
Title Report: 7/24/2007 12:00:00		9/13/2007 12:00:00
Legal Description: 11/18/2010 12:00:00 <input type="checkbox"/> N/A		12/7/2010 12:00:00
Conveyance Docs: 12/10/2010 12:00:00 <input type="checkbox"/> N/A		12/14/2010 12:00:00
Appraisal: 12/24/2009 12:00:00 <input type="checkbox"/> N/A 2/4/2010 12:00:00	1/18/2010 12:00:00 1/18/2010 12:00:00	3/29/2010 12:00:00 3/1/2010 12:00:00
Phase 1: 01/11/2011 <input type="checkbox"/> N/A		08/19/2010
AAI Expiration:	01/28/2011	
Offer Docs To Client: 07/20/2010		08/04/2010

Offer Details

Letter of Interest Sent: 08/11/2009 <input type="checkbox"/> N/A	Revised Offer Presented: 12/16/2010
Offer Presented: 08/11/2010 <input type="checkbox"/> N/A	Revised Offer Amount: 82200.00
Offer Amount: \$9000.00	Offer / Purchase Agreement Signed: 12/22/2010 <input type="checkbox"/> N/A
Offer Expires: 09/11/2010	Conveyance Docs Signed: / /
Sent to Law Dept.: / /	Escrow Opened / Condemned: 12/29/2010 <input type="checkbox"/> N/A
	Anticipated Escrow Close: 01/21/2011

Other Information

Docs / RCA to Client: 06/10/2009	Recording Date: 01/27/2011
City Council Approval: 07/01/2009	Recording #: 20110078343,2011
Ordinance #: S-30370	ASL File Close / File to Client: 01/27/2011
Received Cert. Closing Doc: 02/04/2011	OIP: / /
Title Policy Received: 05/23/2011	Right of Entry: / /
Escrow Close: 01/27/2011	Letter of Permission: / /
	ASL Acquired: 01/27/2011

Comments: 01/27/11: FILE CLOSED
6/9/11: Gas Statements recorded and holdback closed

Diagram 4 – The Contractor’s Relocation Status Tracking Page of a Relocation

Parcel Type: Relo Tenant
Client Name: City of Phoenix | **Project Name:** Light Rail Transit Northwest Extension - Agreement No. 131434
Cost Center: PT00251504 | **Parcel #:** NW 1504 R15 | **Owner(s):** Ronald Bledsoe

Agent: Cristina H Bruner

Initial Interview Date: 02/23/2010

General Information Notice Date: 02/12/2010

RH Det To Agency: 03/24/2010

RH Det Appr By Agency: 03/26/2010

RAP/DP Amount: 12075.00

Spending Requirement: 872.50

DS&S Bedrooms: 1 Bedroom

Pers Prop Appraisal: NaN

RH Benefit Presented: 04/01/2010

RH Benefit Accepted: Yes

Move Bid Requested: 03/02/2010

Move Bid Due: 03/09/2010

Move Bid Inspection: 03/04/2010

Move Bid Received: 03/08/2010

Comm Move Estimate: 1235.54

Self Move Estimate: 800.00

Move Det To Agency: 03/24/2010

Move Det Appr By Agency: 03/26/2010

Move Benefits Presented: 04/01/2010

Move Option: Self

90 Day Notice: 04/01/2010

30 Day Notice: / /

TOA Signed: / /

TOA Expiration Date: / /

Vacate Verified: 07/21/2010

Verifying Vacate Agent: Gary L Page

File Closed To Agency: 12/17/2013

File Closed By Agency: 01/21/2014

Comments:

Diagram 5 – The Contractor’s Acquisition/Relocation Negotiations Report of Activities for a Parcel/Relocation

Parcel Type: Acquisition
Client Name: City of Phoenix | **Project Name:** 43rd Avenue, Lower Buckeye Rd. to Buckeye Road - Acquisition
Cost Center: STS100172 | **Parcel #:** 7368 | **Owner(s):** Phoenix Investors #16, L.L.C

Date: / / TO / /

Agent: --Select An Agent--

Sort: Most Recent First Oldest First

Date	Agent / Hours	Activity	Last Updated
06/21/2011	Anhai Levario 0.10 Jose L. Recinos 0.63	Logged and delivered the original recorded gas easements to Todd Belzner at the City of Phoenix for review and approval this date. Includes drive time.	Anhai Levario 6/21/2011 9:36:32 AM
06/20/2011	Wayne H Jones 0.25	Prepared the original recorded El Paso Natural Gas Easements including copies of the original Easements and a transmittal memorandum to Todd Belzner, Project Manager, to have placed in the Acquisition file.	Wayne H Jones 6/20/2011 2:41:12 PM
06/20/2011	Wayne H Jones 0.50	Received and reviewed the original recorded Gas Easement for El Paso Natural Gas from Victoria Smith of Security Title Agency. Scanned and saved to the electronic file.	Wayne H Jones 6/20/2011 2:19:26 PM
06/07/2011	Wayne H Jones 0.00	Drove to the Northwest Corner of Lower Buckeye Road and 43rd Avenue and met with Vic Chapman, Property Owner Representative. Mr. Chapman had copies of the existing El Paso Natural Gas Easement and a copy of the new Gas Easement area we are acquiring. He wanted to verify that the Gas Easement area was to remain at 30 feet but just shifting to the west a few feet. I advised that the Easement area for short period would be larger by a few feet and that a relinquishment of the easterly easement may happen after closing but that it would not affect them as the City as already Purchased that easterly portion in Fee Title from them. Mr. Chapman thanked me for meeting with him and advised the signed Easement Documents would be forwarded to Security Title Agency for recording. Time charged in REN: 5782.	Wayne H Jones 6/7/2011 4:10:05 PM
06/03/2011	Wayne H Jones 0.00	Drove to 1050 West Washington Street in Tempe Arizona and met with Tanya Swayze, Property Owner Representative, and reviewed the area calculations sheet, Easement Document with legal descriptions for this property and REN: 5782. We went through the legal descriptions and the area calculations sheet in detail. I explained that the area of the Gas Easement that is now in the City's new Right of Way has been purchased from them in fee title so they should not be concerned with that. Ms. Swayze advised she would have the documents reviewed by their legal department and pending their approval will send them for signature. Time charged in REN: 5782.	Wayne H Jones 6/3/2011 10:12:31 AM
06/03/2011	Wayne H Jones 0.00	Printed copies of the Easement Documents for El Paso Natural Gas including the legal description and area calculations sheet for delivery to the Property Owner this morning at 11:00 am. Also included a	Wayne H Jones

EXHIBIT C**OFFICE OF PROCUREMENT SERVICES CONTRACTOR TRAVEL AND PER DIEM POLICY**

- 1.0 All contract-related travel plans and arrangements shall be prior-approved by the County Contract Administrator.
- 2.0 Lodging, per diem and incidental expenses incurred in performance of Maricopa County/Special District (County) contracts shall be reimbursed based on current U.S. General Services Administration (GSA) domestic per diem rates for Phoenix, Arizona. Contractors must access the following internet site to determine rates (no exceptions): www.gsa.gov
 - 2.1 Additional incidental expenses (i.e., telephone, fax, internet and copying charges) shall not be reimbursed. They should be included in the contractor's hourly rate as an overhead charge.
 - 2.2 The County will not (under no circumstances) reimburse for Contractor guest lodging, per diem or incidentals.
- 3.0 Commercial air travel shall be reimbursed as follows:
 - 3.1 Coach airfare will be reimbursed by the County. Business class airfare may be allowed only when preapproved in writing by the County Contract Administrator as a result of the business need of the County when there is no lower fare available.
 - 3.2 The lowest direct flight airfare rate from the Contractors assigned duty post (pre-defined at the time of contract signing) will be reimbursed. Under no circumstances will the County reimburse for airfares related to transportation to or from an alternate site.
 - 3.3 The County will not (under no circumstances) reimburse for Contractor guest commercial air travel.
- 4.0 Rental vehicles may only be used if such use would result in an overall reduction in the total cost of the trip, not for the personal convenience of the traveler. Multiple vehicles for the same set of travelers for the same travel period will not be permitted without prior written approval by the County Contract Administrator.
 - 4.1 Purchase of comprehensive and collision liability insurance shall be at the expense of the contractor. The County will not reimburse contractor if the contractor chooses to purchase these coverage.
 - 4.2 Rental vehicles are restricted to sub-compact, compact or mid-size sedans unless a larger vehicle is necessary for cost efficiency due to the number of travelers. (NOTE: contractors shall obtain pre-approval in writing from the County Contract Administrator prior to rental of a larger vehicle.)
 - 4.3 County will reimburse for parking expenses if free, public parking is not available within a reasonable distance of the place of County business. All opportunities must be exhausted prior to securing parking that incurs costs for the County. Opportunities to be reviewed are the DASH; shuttles, etc. that can transport the contractor to and from County buildings with minimal costs.
 - 4.4 County will reimburse for the lowest rate, long-term uncovered (e.g. covered or enclosed parking will not be reimbursed) airport parking only if it is less expensive than shuttle service to and from the airport.
 - 4.5 The County will not (under no circumstances) reimburse the Contractor for guest vehicle rental(s) or other any transportation costs.
- 5.0 Contractor is responsible for all costs not directly related to the travel except those that have been pre-approved by the County Contract Administrator. These costs include (but not limited to) the following: in-room movies, valet service, valet parking, laundry service, costs associated with storing luggage at a hotel,

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fuel costs associated with non-County activities, tips that exceed the per diem allowance, health club fees, and entertainment costs. Claims for unauthorized travel expenses will not be honored and are not reimbursable.

- 6.0 Travel and per diem expenses shall be capped at 15% of project price unless otherwise specified in individual contracts.
- 7.0 Contractor shall provide, (upon request) with their invoice(s), copies of receipts supporting travel and per diem expenses, and if applicable with a copy of the written consent issued by the Contract Administrator. No travel and per diem expenses shall be paid by County without copies of the written consent as described in this policy and copies of all receipts.

ACQUISITION SCIENCES, LTD., 1990 W. CAMELBACK RD., STE. 207, PHOENIX, AZ 85015
~~4745 N 7th Street Suite 120, Phoenix, Az 85014~~

PRICING SHEET: NIGP CODE 96866

Terms: NET 45

Vendor Number: ~~2011001328-0 2011006820-0~~ **VC0000007823**

Certificates of Insurance Required

Contract Period: To cover the period ending **December 31, 2016 2017.**