



## AGREEMENT FOR ACQUISITION AND RELOCATION SERVICES

WHEREAS, \_\_\_\_\_ hereinafter referred to as the "Contractor" proposes to furnish real property acquisition services to acquire real property on behalf of \_\_\_\_\_ of the State of \_\_\_\_\_, hereinafter referred to as "Airport" for acquisition and relocation services of the hereinafter called "project", acquisition of lands or property rights needed for airport development at \_\_\_\_\_ Airport in compliance with all City, Federal, and State procedures and description of work, terms and conditions hereinafter described.

WHEREAS, the Contractor represents that he/she has the expertise to perform the services of acquisition and relocation standards required by the United States Federal Aviation Administration (FAA) and \_\_\_\_\_ State Department of Transportation.

NOW THEREFORE, the parties referred to above hereto agree:

The Contractor shall perform such services in connection with the acquisition of real property or interests in land for the requirements of said project and be compensated therefore in accordance with the following articles of agreement:

### **I. OBLIGATIONS OF CONTRACTOR**

- A. Contractor will do the acquisition and supervision of the project in accordance with the terms of this agreement.
- B. Contractor shall be familiar with all procedures required to acquire necessary real property in accordance with City, Federal, and State law and procedures and Federal regulations when appropriate.
- C. Contractor shall prepare all documents necessary to convey to the airport valid title to the needed real property interests and report results of negotiations of the project. All conveyance documents shall be presented to the airport Attorney for review and approval of the transaction before payment of funds to the owners as required by FAA instructions.
- D. Contractor shall make personal contact with each interested party (owner or tenant) to acquire valid title interests to needed property rights or relocation services as shown on the project map or as instructed in writing by the airport.
- E. Contractor, no later than the second contact, shall explain the compensation offer orally and in writing and request execution of appropriate conveyance by the owner to airport of needed property rights in consideration of the amount of the offer made. Said offer, in writing, shall be made the first time the amount of the offer is discussed.
- F. Contractor in negotiation shall perform only to the limit of authority delineated by the title reports, project maps, determination of fair market value, manual of procedures, acquisition schedule, and/or written instructions issued by the airport and the FAA.
- G. Contractor shall maintain a complete, legible diary of each contact to include the time, place, amount of offer, person(s) to whom offer was made, or relocation contacts, all parties present, and owner's or displaced person's response in a form approved by the airport to be retained for permanent records.
- H. Contractor shall obtain release of all liens or encumbrances necessary to vest valid title to required property rights to the airport.
- I. Contractor, on or before the date designated in Article IX, hereof, shall furnish transmittal of diary, miscellaneous correspondence, escrow instructions, and valid conveyances pursuant to all negotiated transactions, or written recommendations regarding future negotiations in those cases where settlement failed. All work shall be submitted as completed to airport officials for acceptance or rejection.
- J. Contractor shall abide by decisions made by the airport on questions concerning acceptability of any work performed on the project. All decisions made by the airport are final.
- K. Contractor shall correct any deficient work performed by him/her on the project and deliver corrected work to the airport at his/her own expense. Corrected work shall be delivered to the airport owner at the airport office within 15 days from date of request for correction of item.
- L. Contractor shall be available for consultation (including, but not limited to discussion of diary notes and acquisition events) with Airport and Federal representatives after completion of this contract, should the need arise. Said consultation shall be contracted for by a separate agreement in accordance with airport policies, and shall not exceed those rates set forth in Paragraph IV.

- M. The Airport Owner, the Federal Aviation Administration, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records that are directly pertinent to this project for the purpose of making audit, examination, excerpts, and transcriptions.
- N. Contractor shall sign and date, upon completion of the successful acquisition for each parcel, the following statement:

"I hereby certify that the written instruments secured and forwarded herewith embody all the considerations agreed upon between me and the Property Owner; agreement on said instruments was reached without coercion, promises other than those shown in the instruments, or threats of any kind whatsoever by or to either party; I understand that the parcel is to be secured for use in connection with a Federal-aid project; I have no direct or indirect present or contemplated future personal interest in the parcel or in any benefit from the acquisition of such property."

## II. OBLIGATIONS OF AIRPORT OWNER

- A. The airport shall furnish applicable manuals of procedures, appropriate policy directives concerning procedures or expense reimbursement for matters not under Contractor's fee, deviating instructions in writing, acquisition schedule, title reports, appraisals, determinations of fair market value, project maps, engineering data sufficient to allow the drawing of legal descriptions, and answer questions by the property owner during the phase of negotiation or relocation.
- B. The airport shall review and accept or reject any work performed by the Contractor on the project in \_\_\_\_\_ ( ) days or less from the date of receipt by the airport.
- C. When deemed necessary, the airport will provide funds for appraisal of the properties and appraisal review, title insurance vesting in the airport, and escrow charges. Payments to owners will be made into escrow in accordance with joint escrow instructions.

## III. CONTRACTOR'S RESPONSIBILITIES

Contractor will perform the following services under this agreement:

- A. Order Preliminary Title Reports from title company, and arrange for closing in escrow with the title company. If the airport requires upon completion of closing, the contractor will furnish a policy of title insurance insuring the airport with clear title to whatever the degree of acquisition is required.
- B. Personally negotiate with property owners in a timely manner and make repeat calls until the owner agrees or gives a written request that condemnation procedures be instituted.
- C. When deemed necessary, place completed acquisitions in escrow with instructions signed by the airport with the owner. Assist the escrow company until the transaction is closed. If condemnation is required, prepare the file for such action and return it to the airport for further disposition.
- D. Keep in close contact with the airport and give it regular progress reports. Upon decisions that need to be made by the airport during the relocation or acquisition process, there will be detailed explanation and alternatives provided for that body to make its decision.

## IV. COMPENSATION TO THE CONTRACTOR

The Contractor shall be reimbursed at the rate of \$\_\_\_\_\_ per hour and mileage expense at \_\_\_\_\_ cents per mile, and per diem when authorized in advance by the airport. Incidental expense of long distance phone calls will be eligible for reimbursement. Project expense not to exceed \$\_\_\_\_\_ per \_\_\_\_\_ ownership parcels for a total sum in the amount of \$\_\_\_\_\_. The airport may include additional ownerships or delete ownerships during the life of this contract. Reimbursement will begin when Contractor leaves his/her place of business and cease when he/she returns. During the period of authorized per diem of \$\_\_\_\_\_ per hour plus motel charge in excess of \$\_\_\_\_\_ per night, Contractor's time will be a normal working day while away from his/her place of business.

Reimbursement in the amount specified herein shall constitute full compensation for all work performed as well as all supervision, labor, supplies, and materials. The amount of \$\_\_\_\_\_ can be exceeded with prior written approval of the airport.

## V. INSURANCE

Contractor shall take out and maintain insurance in the following minimum amounts during the entire performance of his/her duties:

Comprehensive Auto Liability Insurance on all vehicles used in connection with the contract whether owned, non-owned, or hired; limits for bodily injury or death of not less than \$50,000 for each person and \$100,000 for each occurrence; property damage limit of \$20,000 for each occurrence.

Contractor shall furnish to the airport on request certificates of insurance evidencing such insurance coverage. Insurance is to include a 30-day cancellation clause.

## VI. SOCIAL SECURITY AND OTHER TAXES

Contractor assumes full responsibility for the payment of all taxes (including but not limited to use, sales, and income taxes), fees, licenses, excises, or other payments required by any City, Federal, or State legislation which had been enacted or will be enacted during the term of the contract. The Contractor must also meet the requirements of all rules or regulations that have been or may be promulgated in connection with the project under contract.

## VII. DAMAGE CLAIMS

Contractor shall indemnify and hold the airport harmless from and against all claims for any and all damage, including but not limited to claims for damage to property or claims of misrepresentation in negotiations, due to negligence of the Contractor, including attorneys' fees and costs and expenses, if any.

## VIII. NON-DISCRIMINATION

**Title VI Assurances:** During the performance of this contract, the Contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

- A. **Compliance with Regulations.** The contractor shall comply with the Regulations relative to nondiscrimination in Federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- B. **Nondiscrimination.** The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- C. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment.** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- D. **Information and Reports.** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the airport or the Federal Aviation Administration to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the airport or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.
- E. **Sanctions for Noncompliance.** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the airport shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to—
  - (1) Withholding of payments to the contractor under the contract until the contractor complies, and/or,
  - (2) Cancellation, termination, or suspension of the contract, in whole or in part.
- F. **Incorporation of Provisions.** The contractor shall include the provisions of paragraphs A through E in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the airport or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. However, in the event a contractor becomes involved in, or is threatened with litigation with a subcontractor or supplier as a result of such direction, the contractor may request the airport to enter into such litigation to protect the interests of the airport and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

## IX. TERMINATION OF THE CONTRACT

- A. The airport may terminate this contract at any time and for any reason whatsoever by notifying Contractor seven (7) days in advance of termination in writing by certified mail of its intention to do so. In the event of such termination, the airport shall be obligated to reimburse Contractor for services performed and expenses incurred to date of termination at the rates set forth under Article IV herein, less prior

interim payments, if any. Upon payment of such sums, the airport shall be discharged from all liability to the Contractor hereunder and this contract shall be considered terminated. This contract shall terminate \_\_\_\_\_ unless extended in writing by mutual agreement between the parties hereto.

- B. Upon termination of contract under Paragraph A above, all documents, records, and file materials shall be turned over to the airport by the Contractor.
- C. All services to be rendered under this contract shall be subject to the direction and approval of the Federal Aviation Administration.

**X. ASSIGNMENT OF CONTRACT**

Contractor's rights and obligations under this contract shall not be assigned.

**XI. SOLICITATION WARRANT**

Contractor warrants that he/she has not employed or retained any company, firm, or person, other than a bona fide employee working solely for him/her, to solicit or secure this agreement, and that he/she has not paid or agreed to pay any company, firm, or person, other than a bona fide employee working solely for him/her, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award of this agreement. For breach or violating of this warranty, the airport shall have the right to annul this agreement without liability.

**XII. INDEPENDENT CONTRACTOR**

Contractor shall at all times be an independent contractor and not an employee of the airport, and shall not be entitled to compensation or benefits of any kind except as specifically provided for herein.

**XIII. CONTENT AND UNDERSTANDING**

This contract contains the complete and integrated understanding and agreement between the parties and supersedes any understanding, agreement, or negotiation, whether oral or written, not set forth herein, or in written amendments hereto duly executed by both parties.

**XIV. DISADVANTAGED BUSINESS ENTERPRISE (DBE) ASSURANCES**

- A. **Policy.** It is the policy of the Department of Transportation (DOT) that DBE business enterprises as defined in 49 CFR Part 23 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this agreement. Consequently, the DBE requirements of 49 CFR Part 23 apply to this agreement.
- B. **DBE Obligation.** The contractor agrees to ensure that minority business enterprises as defined in 49 CFR Part 23 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. In this regard, all contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts. Contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of DOT-assisted contracts.

**XV. APPROVAL OF CONTRACT**

This contract shall be considered effective \_\_\_\_\_  
Executed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

**AIRPORT OWNER**

**BY:** \_\_\_\_\_

**BY:** \_\_\_\_\_  
Contractor

**Address:**  
**Telephone:**

**Approved as to form:** \_\_\_\_\_  
Attorney for airport