

**“REVISED September 1, 2005”**  
**See Part II, Section II-7**  
**REQUEST FOR PROPOSALS FOR**

**Turnkey Right-of-Way Acquisition Services for Mon Fayette  
Expressway Portion Known as Uniontown to Brownsville**

**ISSUING OFFICE**

**Pennsylvania Turnpike Commission  
Right-of-Way Department**

**RFP NUMBER**

**05-104-3256**

**DATE OF ISSUANCE**

**September 1, 2005**

**REQUEST FOR PROPOSALS FOR**  
**Turnkey Right-of-Way Acquisition Services for Mon Fayette Expressway Portion**  
**Known as Uniontown to Brownsville**

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## PART I

### GENERAL INFORMATION FOR CONTRACTORS

**I-1. Purpose.** This request for proposals (RFP) provides interested contractors with sufficient information to enable them to prepare and submit proposals for consideration by the Pennsylvania Turnpike Commission (Commission) to satisfy a need for Turnkey Right-of-Way Acquisition Services for Mon Fayette Expressway portion known as Uniontown to Brownsville and located in Fayette and Washington Counties.

**I-2. Issuing Office.** This RFP is issued for the Commission by the Right-of Way Department. The Issuing Office is the sole point of contact in the Commission for this RFP.

Contact: Jeanmarie Ward

Phone: 717-939-9551, extension 3220; FAX: 717-986-9654

Email: [jward@paturnpike.com](mailto:jward@paturnpike.com)

**I-3. Scope.** This RFP contains instructions governing the proposals to be submitted and the material to be included therein; a description of the service to be provided; requirements which must be met to be eligible for consideration; general evaluation criteria; and other requirements to be met by each proposal.

**I-4. Problem Statement.** The work to be done includes acquisition and relocation for property necessary for the Uniontown to Brownsville portion of the Mon Fayette Expressway, which work includes updating acquisition and relocation plans, securing and compensating appraisers, title work, negotiations, settlement and closing services, condemnation assistance, and relocation assistance and computation.

**I-5. Type of Contract.** It is proposed that if a contract is entered into as a result of this RFP, it will be a cost plus fixed fee contract and will contain the Standard Contract Terms and Conditions shown in Appendix A. The Commission may in its sole discretion undertake negotiations with contractors whose proposals as to price and other factors show them to be qualified, responsible, and capable of performing the work.

**I-6. Rejection of Proposals.** The Commission reserves the right to reject any and all proposals received as a result of this request or to advertise for new proposals, or to negotiate separately with competing contractors, if in the judgment of the Commission the best interests of the Commission will be achieved thereby.

**I-7. Subcontracting.** Any use of subcontractors by a contractor must be identified in the quote. During the contract period use of any subcontractors by the selected contractor, that were not previously identified in the quote, must be approved in writing by the Commission prior to any work being done.

A firm that responds to this solicitation as a prime may not be included as a designated sub consultant to another firm that responds to the same solicitation. **Multiple responses under any of the foregoing situations may cause the rejection of all responses of the firm or firms involved.**

This does not preclude a firm from being set forth as a designated sub consultant to more than one prime consultant responding to the project advertisement.

**I-8. Incurring Costs.** The Commission is not liable for any costs incurred by contractors prior to issuance of a contract.

**I-9. Questions and Answers.** Written questions may be submitted to clarify any points in the RFP which may not have been clearly understood. Questions should be forwarded to the Issuing Office at the above email address or by fax to (717) 986-9654. All questions must be received by **September 12, 2005**. All questions and written answers will be issued as an addendum to and become part of this RFP.

**I-10. Addenda to the RFP.** If it becomes necessary to revise any part of this RFP before the proposal response date, addenda will be posted to the website under the original RFP document. The Commission may revise a published advertisement. If the Commission revises a published advertisement less than ten days before the RFP due date, the due date will be extended to maintain the minimum ten-day advertisement duration if the revision alters the project scope or selection criteria. Firms are responsible to monitor advertisements/addenda to assure the submitted proposal complies with any changes in the published advertisement.

**I-11. Response.** To be considered, proposals must be delivered to the **Pennsylvania Turnpike Commission, Contract Administration Department, Attention: George Hatalowich**, on or before **12:00 Noon, September 28, 2005**. The Pennsylvania Turnpike Commission is located at **700 South Eisenhower Blvd., Middletown, PA 17057**. Please note that use of **U.S. Mail delivery does not guarantee delivery to this address by the above-listed time for submission. Proposers mailing proposals should allow sufficient delivery time to ensure timely receipt of their proposals**. If the Commission office location to which proposals are to be delivered is closed on the proposal response date, due to inclement weather, natural disaster, or any other cause, the deadline for submission shall be automatically extended until the next Commission business day on which the office is open. Unless the contractors are otherwise notified by the Commission, the time for submission of proposals shall remain the same.

**I-12. Proposals.** To be considered, contractors should submit a complete response to this RFP, using the format provided in PART II. Each proposal should be submitted in **10 copies** to Contract Administration Department. No other distribution of proposals will be made by the contractor. Each proposal page should be numbered for ease of reference. Proposals must be signed by an official authorized to bind the contractor to its provisions. For this RFP, the proposal must remain valid for at least 90 days from the close date of this request. Moreover, the contents of the proposal of the selected contractor will become contractual obligations if a contract is entered into.

Each and every contractor submitting a proposal specifically waives any right to withdraw or modify it, except as hereinafter provided. Proposals may be withdrawn by written or telefax notice received at Contracts Administration Department's address for proposal delivery prior to the exact hour and date specified for proposal receipt. However, if the contractor chooses to attempt to provide such written notice by telefax transmission, the Commission shall not be responsible or liable for errors in telefax transmission. A proposal may also be withdrawn in person by a contractor or its authorized

representative, provided its identity is made known and it signs a receipt for the proposal, but only if the withdrawal is made prior to the exact hour and date set for proposal receipt. A proposal may only be modified by the submission of a new sealed proposal or submission of a sealed modification which complies with the requirements of this RFP.

**I-13. Discussions for Clarification.** Contractors who submit proposals may be required to make an oral or written clarification of their proposals to the Commission to ensure thorough mutual understanding and contractor responsiveness to the solicitation requirements. The Issuing Office will initiate requests for clarification.

**I-14. Best and Final Offers.** To obtain best and final offers from contractors whose proposals are determined by the Commission, in its sole discretion, to be reasonably susceptible of being selected for award, the Commission may (a) enter into discussions; (b) schedule oral presentations; and (c) request revised proposals.

**I-15. Prime Contractor Responsibilities.** The selected contractor will be required to assume responsibility for all services offered in its proposal whether or not it produces them. Further, the Commission will consider the selected contractor to be the sole point of contact with regard to contractual matters.

**I-16. Proposal Contents.** Proposals will be held in confidence and will not be revealed or discussed with competitors, unless disclosure is required to be made (i) under the provisions of any Commonwealth or United States statute or regulation; or (ii) by rule or order of any court of competent jurisdiction. If a contract is executed, however, the successful proposal submitted in response to this RFP shall be subject to disclosure. All material submitted with the proposal becomes the property of the Pennsylvania Turnpike Commission and may be returned only at the Commission's option. Proposals submitted to the Commission may be reviewed and evaluated by any person other than competing contractors at the discretion of the Commission. The Commission has the right to use any or all ideas presented in any proposal. Selection or rejection of the proposal does not affect this right.

**I-17. Debriefing Conferences.** Contractors whose proposals are not selected will be notified of the name of the selected contractor and will be given the opportunity to be debriefed. The Issuing Office will schedule the time and location of the debriefing. The contractor will not be compared with other contractors, other than the position of its proposal in relation to all other proposals for each criterion for selection.

**I-18. News Releases.** News releases pertaining to this project will not be made without prior Commission approval, and then only in coordination with the Issuing Office.

**I-19. Commission Participation.** Unless specifically noted in this section, contractors must provide all services to complete the identified work

**I-20. Cost Submittal.** The cost submittal shall be placed in a separate sealed envelope within the sealed proposal and kept separate from the technical submittal. **Failure to meet this requirement may result in automatic disqualification of the proposal.**

**I-21. Term of Contract.** The term of the contract will commence on the Effective Date (as defined below) and will end two years from that date or the completion of the acquisition, whichever occurs first. The Effective Date shall be fixed by the Commission after the contract has been fully executed by the contractor and by the Commission and all approvals required by Commission contracting procedures have been obtained.

**I-22. Contractor's Representations and Authorizations.** Each contractor by submitting its proposal understands, represents, and acknowledges that:

- a. All information provided by, and representations made by, the contractor in the proposal are material and important and will be relied upon by the Issuing Office in awarding the contract(s). Any misstatement shall be treated as fraudulent concealment from the Issuing Office of the true facts relating to the submission of this proposal. A misrepresentation shall be punishable under 18 Pa. C.S. 4904.
- b. The price(s) and amount of this proposal have been arrived at independently and without consultation, communication or agreement with any other contractor or potential contractor.
- c. Neither the price(s) nor the amount of the proposal, and neither the approximate price(s) nor the approximate amount of this proposal, have been disclosed to any other firm or person who is a contractor or potential contractor, and they will not be disclosed on or before the proposal submission deadline specified in the cover letter to this RFP.
- d. No attempt has been made or will be made to induce any firm or person to refrain from submitting a proposal on this contract, or to submit a proposal higher than this proposal, or to submit any intentionally high or noncompetitive proposal or other form of complementary proposal.
- e. The proposal is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive proposal.
- f. To the best knowledge of the person signing the proposal for the contractor, the contractor, its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last four (4) years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding or proposing on any public contract, except as disclosed by the contractor in its proposal.
- g. To the best of the knowledge of the person signing the proposal for the contractor and except as otherwise disclosed by the contractor in its proposal, the contractor has no outstanding, delinquent obligations to the Commonwealth including, but not limited

to, any state tax liability not being contested on appeal or other obligation of the contractor that is owed to the Commonwealth.

- h. The contractor is not currently under suspension or debarment by the Commonwealth, or any other state, or the federal government, and if the contractor cannot certify, then it shall submit along with the proposal a written explanation of why such certification cannot be made.
- i. The contractor has not, under separate contract with the Issuing Office, made any recommendations to the Issuing Office concerning the need for the services described in the proposal or the specifications for the services described in the proposal.
- j. Each contractor, by submitting its proposal, authorizes all Commonwealth agencies to release to the Commission information related to liabilities to the Commonwealth including, but not limited to, taxes, unemployment compensation, and workers' compensation liabilities.

## PART II

### INFORMATION REQUIRED FROM CONTRACTORS

Contractor proposals must be submitted in the format, including heading descriptions, outlined below. To be considered, the proposal must respond to all requirements in this part of the RFP. Any other information thought to be relevant, but not applicable to the enumerated categories, should be provided as an appendix to the proposal. Each proposal shall consist of two (2) separately sealed submittals. The submittals are as follows: (i) Technical Submittal, in response to Sections II-1 through II-7 hereof; (ii) Cost Submittal, in response to Section II-8 hereof.

The Commission reserves the right to request additional information which, in the Commission's opinion, is necessary to assure that the contractor's competence, number of qualified employees, business organization, and financial resources are adequate to perform according to the contract.

The Commission may make such investigations as deemed necessary to determine the ability of the contractor to perform the work, and the contractor shall furnish to the Commission all such information and data for this purpose as requested by the Commission. The Commission reserves the right to reject any proposal if the evidence submitted by, or investigation of, such contractor fails to satisfy the Commission that such contractor is properly qualified to carry out the obligations of the agreement and to complete the work specified.

**II-1. Statement of the Problem.** State in succinct terms your understanding of the problem presented or the service required by this RFP.

**II-2. Management Summary.** Include a narrative description of the proposed effort and a list of the items to be delivered or services to be provided.

**II-3. Work Plan.** Describe in narrative form your technical plan for accomplishing the work. Use the task descriptions in Part IV of this RFP as your reference point. Modifications of the task descriptions are permitted; however, reasons for changes should be fully explained. Indicate the number of personhours allocated to each task. Include a Program Evaluation and Review Technique (PERT) or similar type display, time related, showing each event. If more than one approach is apparent, comment on why you chose this approach.

**II-4. Prior Experience.** Include experience in right-of-way acquisition, relocation, and the management and tracking of the services. Experience shown should be work done by individuals who will be assigned to this project as well as that of your company. Studies or projects referred to should be identified and the name of the customer shown, including the name, address, and telephone number of the responsible official of the customer, company, or agency who may be contacted.

**II-5. Personnel.** Include the number, and names where practicable, of executive and professional personnel, analysts, auditors, researchers, programmers, consultants, etc., who will be engaged in the work. Show where these personnel will be physically located during the time they are engaged in the work. Include through a resume or similar document education and experience in acquisition

and/or relocation. Indicate the responsibilities each will have in this project and how long each has been with your company. Identify subcontractors you intend to use and the services they will perform.

**II-6. Objections and Additions to Standard Contract Terms and Conditions.** Contractor will identify which, if any, of the terms and conditions contained in Appendix A it objects to and what additional terms and conditions contractor requires. Contractor's failure to object or to request additions will result in its waiving its right to do so later, but the Commission may consider late objections and addition requests if it is in the best interest of the Commission to do so.

**II-7. DBE Information.** The Turnpike Commission is committed to the inclusion of disadvantaged, minority, and woman firms in contracting opportunities. The minimum participation level for DBEs in this contract will be 10% total. Responding firms shall clearly identify DBE firms, expected to participate in this contract, in their Proposal. If the selected firm does not meet the minimum requirement for DBE participation, they will be required to demonstrate good faith efforts to achieve the required level. Proposed DBE firms must be certified by the Pennsylvania Unified Certification Program (PA UCP) at the time of the submission of the proposal. **If further information is desired concerning DBE participation**, direct inquiries to the Pennsylvania Turnpike Commission's Contract Administration Department by calling (717) 939-9551 Ext. 4241.

**II-8. Cost Submittal.** The information requested in this section shall constitute your cost submittal. **This portion of the proposal must be bound and sealed separately from the remainder of the proposal.** The total cost you are proposing must be broken down into the following components:

- a. **Direct Labor Costs.** Itemize so as to show the following for each category of personnel with a different rate per hour:
  - (1) Category: e.g., partner, project manager, analyst, senior auditor, research associate.
  - (2) Estimated hours.
  - (3) Rate per hour.
  - (4) Total cost for each category and for all direct labor costs.
- b. **Labor Overhead.** Specify what is included and rate used.
- c. **Travel and Subsistence.** Itemize transportation, lodging and meals per diem costs separately.
- d. **Consultant Costs.** Itemize as in (a) above.

- e. **Subcontract Costs.** Itemize as in (a) above.
- f. **Cost of Supplies and Materials.** Itemize.
- g. **Other Direct Costs.** Itemize.
- h. **General Overhead Costs.** Specify what is included and rate used.
- i. **Fee or Profit.** [Inclusion of this item depends on type of contract to be awarded.]
- j. **Total Cost.**

**Only work satisfactorily performed after execution of a written contract, after the contractor's receipt of a notice to proceed from the Commission and after the contract term has begun will be reimbursed.**

## PART III

### CRITERIA FOR SELECTION

**III-1. Mandatory Responsiveness Requirements.** To be eligible for selection, a proposal must be (a) timely received from a contractor; (b) properly signed by the contractor; and (c) formatted such that all cost data is kept separate from and not included in the Technical Submittal.

**III-2.** Proposals will be reviewed and evaluated by a committee of qualified personnel selected by the Commission. This committee will recommend for selection the proposal which most closely meets the requirements of the RFP and satisfies Commission needs. Award will only be made to a contractor determined to be responsible in accordance with Commonwealth Management Directive 215.9, Contractor Responsibility Program.

**III-3.** The following criteria are extremely relevant and will be considered in the selection process:

- a. Understanding the Problem.** This refers to the contractor's understanding of the Commission needs that generated the RFP, of the Commission's objectives in asking for the services or undertaking the study, and of the nature and scope of the work involved.
- b. Contractor Qualifications, Relevant Experience, and Technical Competence.** This refers to the ability of the contractor to meet the terms of the RFP, especially the time constraint and the quality, relevancy, and recency of studies and projects completed by the contractor. This also includes the contractor's financial ability to undertake a project of this size and its current workload.
- c. Personnel Qualifications.** This refers to the competence of professional personnel who would be assigned to the job by the contractor. Qualifications of professional personnel will be measured by experience and education, with particular reference to experience on studies/services similar to that described in the RFP. Particular emphasis is placed on the qualifications of the project manager.
- d. Soundness of Approach.** Emphasis here is on the techniques for collecting and analyzing data, sequence and relationships of major steps, and methods for managing the study/service. Of equal importance is whether the technical approach is completely responsive to all written specifications and requirements contained in the RFP and if it appears to meet Commission objectives.
- e. Cost.** While this area may be weighted heavily, it will not normally be the deciding factor in the selection process.

**PART IV**  
**WORK STATEMENT**

**IV-1. Objectives.**

- a. General.** The Pennsylvania Turnpike Commission has undertaken the design and plans to construction of the “Uniontown to Brownsville” segment of the highway known as the "Mon-Fayette Expressway". The project has been divided into two phases. Right-of-Way acquisition for Phase I of the project is currently ongoing. The purpose of this RFP is to solicit bids for right-of-way acquisition services for Phase II of the project.
  
- b. Specific.** The Commission intends to acquire the real estate, residential and commercial, necessary to construct Phase II of the “Uniontown to Brownsville” portion of the “Mon-Fayette Expressway”. The consequence of this action requires appraisals, title searches, negotiations, settlement and closing, relocation assistance, computation and payment of same, and condemnation assistance when requested.

**IV-2. Nature and Scope of the Project.** The project area for Phase II lies mostly in Fayette County and partially in Washington County, and stretches from the proposed Brownsville Connector at Rout 40 in Redstone Township to the southern terminus of Toll 43. At this time there are approximately 73 open right-of-way claims in Phase II of the project. All of the remaining claims are partial takes. Of the 75 open claims, approximately 45 are in various stages of the acquisition process. The remaining 28 parcels have had no acquisition activity. It is important to note that all final right-of-way property plats will be available at the time this RFP is awarded; however, the Commission’s initial notice to proceed will only include those 45 parcels where acquisition activity has begun. Notice to proceed on the remaining 28 parcels will be given to the successful bidder at a later date.

**IV-3. Requirements.** All work performed by the Consultant shall be done by personnel experienced in performing their assigned function. Consultant must list all persons working on this project including support staff and shall include their qualifications to do the work assigned them and their hourly rate. List also all computer hardware, software and operators available to consultant; include the frequency and scope of the status reports to be presented. List anticipated unit costs for all direct cost items other than payroll (e.g., phone, mileage, lodging, etc.).

Services shall be requested by the Commission by issuance of work orders in accordance with the contract. Services ordered by the Commission shall be in accordance with the specific tasks as outlined in Section IV-4, Tasks. Some or all of the tasks may be ordered by the Commission on a project-wide or on a parcel-by-parcel basis as outlined in the work order. Services may be subcontracted only if allowable under the specific task as outlined in Section IV-4, Tasks.

The Consultant shall coordinate all work through the Commission's designated representative. All work shall be performed in accordance with the Commission’s Right-of-Way policies and procedures, including all applicable provisions of the Pennsylvania Department of Transportation’s (Penn DOT) Right-of-Way Manual. Deviation from standards must be approved in writing by the Commission.

Questions regarding the interpretation of the Commission's Right-of-Way policies and procedures shall be resolved through coordination with the Commission's Designated representative.

In the event that the Commission is notified by the Federal Highway Administration that a deficiency has been noted relating to any task (appraisal, negotiation, relocation assistance, etc.) performed by the Consultant, the Commission shall notify the Consultant and the Consultant shall provide such information and take such action necessary to resolve the deficiency, in such time and manner to avoid sanction by the FHWA.

The Consultant shall conduct any negotiations with Railroads in accordance with the Commission's policies and procedures. The Commission shall conduct any Public Utility Commission actions related to railroad property. The Consultant shall acquire any right-of-way required from a Public Utility. The Consultant shall negotiate for any parcels required for substitute right-of-way for utilities as requested in writing by the Commission.

Correspondence with affected property owners, tenants, etc., of a routine nature may be signed by the Consultant. Any correspondence that commits the Commission to expend funds, such as offer letters, shall be signed by a Commission representative.

A Commission owned field office in the project area will be made available to the Consultant.

E-mail access is required.

**IV-4. Tasks.** Proposals shall include a breakdown by task together with the number of hours Consultant expects to devote to each task.

Task 1: Appraisal Planning/Problem Identification

Review property plats and identify the valuation problems, determine the number and type of appraisal reports needed, identify specific or unusual data needs and appraisal approaches, time schedules and any other data pertinent to the valuation problems. Update the available market data book as necessary incorporating all comparable sales and any other relevant data available for use in performing and reviewing appraisals. Consultant shall request bids for fixed fee appraisals.

Task 2: Review and Evaluate Active Claim files

Review all currently active claim files and evaluate status of each. Prepare an action plan indicating steps to be taken in order to resume right-of-way acquisition on Phase II of the project. Negotiations with property owners must be re-initiated immediately. This evaluation must be completed as a first priority.

Task 3: Appraisals

Order updated appraisals for all claims where the appraisal is over six months old. This will be of the highest priority. All appraisals must be done by a qualified, certified appraiser. Payment for appraisals shall be per parcel fixed fee only arrangement. Appraisal must be completed on Penn DOT forms

(or equivalent) in accordance with Penn DOT Right-of-Way Manual. Appraisal waivers may be used when and where appropriate, subject to approval and sign-off by the Commission's designated representative.

Selection of the appraisers by the Consultants must be on a competitive basis. Consultants may solicit proposals from appraisers and select therefrom. In the event that Consultants desire to do all or part of the appraisals themselves, they may do so provided the fees for same are consistent with the fees as proposed by appraisers seeking subcontracts. Appraisal fee shall include all related work (e.g., clerical, copying, posting, etc.). Review of appraisals will be done by Commission or their agents and will not be performed by Consultant. Receipt of appraisals should be scheduled to assure continuity of acquisition.

#### Task 4: Negotiation

Negotiate each parcel in accordance with Penn DOT's Right-of-Way Manual. Recommend, when appropriate and in writing, Administrative Settlements to the Commission's representative including justification to support the settlement.

When negotiations result in an amicable or Administrative Settlement, prepare the papers necessary to process a payment to the property owner.

Recommend, when applicable and in writing, that condemnation proceedings be instituted in cases where a settlement cannot reasonably be expected.

In condemnation cases, provide pre-condemnation and post condemnation follow-up negotiations as requested by the Commission's representative on a case-by-case basis, including the preparation of necessary forms, letters and notices to condemnees. Appear at hearings when requested by Condemnation Counsel. Prepare the papers necessary to process claims for the payment of Attorney, Appraiser or Engineering Fees.

#### Task 5: Settlement and Closing

Settlement and closing services may be subcontracted to Title Companies or local attorneys on a fixed fee per parcel basis. Arrange for and conduct settlement and closing. Assure satisfaction or release of all liens and other title encumbrances to the extent required by the Commission.

Consultants should in their proposal designate the proportions of work in house and subcontracted.

Selection of the sub-contractor by Consultant must be on a competitive basis. Consultants may solicit proposals from entities that do said work and select therefrom. In the event that consultants desire to do all or part of the settlement and closing themselves, they may do so provided the fees for same are consistent with the fees as proposed by the sub-contractors. Fees for this service shall include all related work (e.g., clerical, copying, posting, etc.).

#### Task 6: Condemnation

Prepare papers necessary to process a request for a declaration of taking and other related condemnation documents, including but not limited to a request to petition for writ of eviction, etc. Cooperate with designated persons in preparation of cases for legal proceedings with testimony where necessary.

Prepare papers necessary for Commission to process the payment of estimated just compensation, either directly to the condemnee or into court. Litigation is not a part of this contract.

#### Task 7: Title Services

Title information for a majority of the claims is available; however, bring-down title searches will be required for all. Title Services may be subcontracted on a fixed fee per parcel basis to Title Companies or local attorneys. Contractors shall obtain title reports prior to settlement or condemnation. All titles shall be certified for a period of 60 years prior to closing unless otherwise agreed to by the Commission in writing.

Selection of the sub-contractor by Consultant must be on a competitive basis. Consultants may solicit proposals from entities that do said work and select therefrom. In the event that Consultants desire to do all or part of the title services themselves, they may do so provided the fees for same are consistent with the fees as proposed by the sub-contractors. Fees for this service shall include all related work (e.g., clerical, copying, posting, etc.).

#### Task 8: Relocation Assistance and Payments

Provide relocation assistance and payment services in accordance with Penn DOT's Right-of-Way Manual. On a case-by-case basis, evaluate entitlement for all types of relocation assistance payments to residential and business relocatees.

This task includes but is not limited to the preparation of replacement housing and/or rent supplement offer evaluations, last resort housing plans, and obtaining nonresidential moving cost estimates. Moving cost estimates may be subcontracted to firms normally engaged in this activity, when such movers are licensed by the Public Utility Commission.

Consultant shall provide relocation advisory assistance services as appropriate. Review relocation payments claims and appeals of relocation payment claims and prepare the papers necessary for the payment of claims, which claims shall be reviewed and approved by the Commission's Relocation Officer. Perform decent, safe and sanitary inspection of replacement properties.

All relocation services shall be in accordance with the Uniform Relocation Assistance and Real Property Acquisition Act and the Pennsylvania Eminent Domain Code (Relocation Provisions).

#### Task 9: Other Services

Provide other right-of-way services as determined necessary by the Commission, including monthly acquisition status reports, plus attendance at regular status meetings to be held in Harrisburg.

#### **IV-5. Reports and Project Control.**

**a. Status Report.** A periodic written progress report shall be required. The report shall be updated monthly. The report should show remaining acquisitions by right-of-way number and include the following information: parcel number, owner's name, type of property (residential, commercial, vacant), type of acquisition (total or partial), title report (date assigned, date received), appraisal (date assigned, date received), appraisal review (date sent, date received), date the offer is made, agent, date sales agreement signed, relocation status, date closed, date assigned for Declaration of Taking; date of possession, current status, and any other information consultant deems necessary. Consultant may segregate acquisition status from relocation status. The report should also clearly show all cleared parcels.

**b. Progress Meetings.** Meetings will be held periodically at various locations including the central office, the Western Regional Office, and the Consultant's field office. Consultant can deliver the above report at such meeting and shall be called upon to specifically update verbally the status of acquisition by construction section and occasionally by specific parcel.

**c. Final Report.** Consultant shall prepare a final report to include the following information:

Total number of affected parcels; number of total takes, partial takes and relocations; expenditures per parcel (R/W number followed by Fair Market Value; relocation costs; 610, etc.); average acquisition cost per parcel. Included should be a conclusion and recommendation section outlining what procedures worked, what did not, what could be tried/done in the future to improve the process.

**AGREEMENT**

This **AGREEMENT** is made this \_\_\_\_\_ day of \_\_\_\_\_, 2005, between the **Pennsylvania Turnpike Commission** (“**COMMISSION**”), an instrumentality of the Commonwealth of Pennsylvania, with principal offices at Middletown, Pennsylvania (mailing address: P. O. Box 67676, Harrisburg, PA 17106-7676; physical address: 700 Eisenhower Blvd, Middletown, PA 17057),

**AND**

\_\_\_\_\_ (“**CONTRACTOR**”), [insert the legal status of **CONTRACTOR** such as a **Pennsylvania (or foreign) corporation (or partnership, LLC, LLP, etc.)**], with its principal office at [insert address]

**WITNESSETH:**

**WHEREAS**, the **COMMISSION** desires to . . . [describe the specific **PTC** purposes, goals, assumptions, underlying facts, or contractor's representations that are the basis of the bargain, etc.]

**WHEREAS**, by Act No. 211 of the General Assembly of the Commonwealth of Pennsylvania, approved May 21, 1937, and its amendments, the **COMMISSION** is authorized and empowered to enter into a contract with **CONTRACTOR**;

**WHEREAS**, the **COMMISSION** desires to retain the services of **CONTRACTOR** upon the following terms; and

**NOW, THEREFORE**, in consideration of these mutual covenants, and intending to be legally bound, the parties agree as follows:

**Definitions**

[This section is for terms that have a special meaning for this agreement or that are used in a way different from everyday or common usage.]

**Contractor’s Scope of Work**

[There should be a document that specifies what we expect from the Contractor (such as deliverables; schedules and deadlines; representations or warranties; conditions or covenants; location of the work; use of specific persons; standards of performance; insurance requirements). This document must be made part of the Agreement (either as an exhibit which is attached or by referring to it in the Agreement without attaching it)].

The **CONTRACTOR** will perform the work described in [identify the document/RFP#] dated [date], titled [title] and the **CONTRACTOR’S** proposal dated [date]. This document is [SELECT ONE: attached as Exhibit \_ and made a part of this Agreement **OR** made part of this Agreement by reference].

### Commission's Responsibilities

The **COMMISSION** shall furnish the **CONTRACTOR** access to key personnel, relevant documents, and adequate workspace for completing the work.

### Compensation

For the work, services, and material as defined in this Agreement, the **CONTRACTOR** shall be paid \_\_\_\_\_ and \_\_\_/100 DOLLARS (\$\_\_\_\_\_). [**Specify whether the compensation method is hourly, cost reimbursement, lump sum, etc.**]

### Duration of Agreement [and Renewal]

The term of this Agreement is [term]. The term may be extended for [number] additional years by a writing signed by both parties. [**or The term may be extended by the COMMISSION in the form of a letter signed by the Chief Executive Officer, which will become part of this agreement.**]

### Termination

Either party may terminate this agreement at any time upon thirty- (30) calendar days written notice. If this notice is given, the **CONTRACTOR** shall be paid only for the services already rendered upon the date of the notice and for the services rendered to the date of termination, subject to all provisions of this agreement. The notice will be effective on the date of receipt. The right to cancel may be exercised as to the entire project, or as to any particular phase or phases, part or parts, and upon one or upon several occasions, but any termination may not be revoked except upon written consent of the parties through a supplemental agreement to this agreement.

### Assignment and Delegation

The **CONTRACTOR** may not transfer, assign, or delegate any terms of this contract, in whole or in part, without prior written permission from the **COMMISSION**.

The **CONTRACTOR** shall not engage the services of any person or persons now employed by the Commission except with the **COMMISSION's** approval.

### Governing Law

This agreement will be interpreted according to the laws of the Commonwealth of Pennsylvania.

### Observance of Laws

The **CONTRACTOR** agrees to observe all relevant federal, state, and local laws and to obtain in its name all necessary permits and licenses.

### Work for Hire

Except for hardware, third party licensed software, and software previously developed by **CONTRACTOR**, all Deliverables, including but not limited to source code, software, specifications, plans, designs and engineering, drawings, data, information or other written, recorded, photographic, or visual materials, trademarks, service marks, copyrights or other Deliverables produced by **CONTRACTOR** or any supplier in the performance of the contract shall be deemed "Work Product". All Work Product shall be considered services for hire. Accordingly, except as set forth earlier in this paragraph, all Work Product shall be the exclusive property of the **COMMISSION**.

The **CONTRACTOR** agrees to notify the **COMMISSION** in writing before using any of **CONTRACTOR**'s previously developed software for services provided under this Agreement. The **CONTRACTOR** and the **COMMISSION** will honor all applicable preexisting licenses, copyrights, trademarks, service marks, and patents. If as part of an expense item under this Agreement, the **CONTRACTOR** purchases the right to any license, the agreements for the use or ownership of such license will be placed in the name of the **COMMISSION** along with all other rights and obligations. In addition, the **CONTRACTOR** will mark all Turnpike content or previously unprotected work product designated by the **COMMISSION** with a notice as follows: "Pennsylvania Turnpike Commission, (Year)".

### Audit/Retention of Records

**CONTRACTOR** and its subcontractors shall maintain books and records related to performance of this contract or subcontract and necessary to support amounts charged to the **COMMISSION** in accordance with applicable law, terms and conditions of this contract, and generally accepted accounting practice. **CONTRACTOR** shall maintain these books and records for a minimum of three (3) years after the completion of the contract, final payment, or completion of any contract, audit or litigation, whichever is later. All books and records shall be available for review or audit by the **COMMISSION**, its representatives, and other governmental entities with monitoring authority upon reasonable notice and during normal business hours. **CONTRACTOR** agrees to cooperate fully with any such review or audit. If any audit indicates overpayment to **CONTRACTOR**, or subcontractor, the **COMMISSION** shall adjust future or final payments otherwise due. If no payments are due and owing to **CONTRACTOR**, or if the overpayment exceeds the amount otherwise due, **CONTRACTOR** shall immediately refund all amounts which may be due to the **COMMISSION**. Failure to maintain the books and records required by this Section shall establish a presumption in favor of the **COMMISSION** for the recovery of any funds paid by the **COMMISSION** under the contract for which adequate books and records are not available to support the purported disbursement.

### Dispute Resolution

All questions or disputes regarding any matter involving this contract or its breach shall be referred to the Board of Claims as provided in 72 P.S. § 4651. If the Board of Claims either refuses or lacks jurisdiction, these questions or disputes shall proceed as provided in 42 C.S.A. § 7301 et seq. (Statutory Arbitration). The panel of arbitrators will consist of a representative of each of the parties and a third party chosen by the representatives, or if the representatives are unable to choose, by the American Arbitration Association.

### Indemnification

The **CONTRACTOR** shall be responsible for all damage to life and property due to negligence or other tortious acts, errors, and omissions arising from or related to the work of this Agreement. The **CONTRACTOR** shall indemnify and hold harmless the **COMMISSION**, the **COMMISSION's** officers, and the **COMMISSION's** employees from any claim or liability of any type or nature arising from or related to the work of the **CONTRACTOR** or that of the **CONTRACTOR's** employees or subcontractors or the presence of these persons or individuals on the **COMMISSION's** premises.

### Contractor Provisions

The Contractor Integrity and Contractor Responsibility Provisions are attached as an exhibit and made a part of this agreement.

### Entire Agreement

This Agreement, together with any writings either attached as exhibits or incorporated by reference, constitutes the entire understanding between the parties and there are no other oral or extrinsic understandings of any kind between the parties.

### Modification

This agreement may be modified only by a writing signed by both parties.

**IN WITNESS WHEREOF**, the **Pennsylvania Turnpike Commission** and **[Contractor's Name]** have executed this Agreement by their duly authorized officers and affixed their respective official and corporate seals on the date written above.

ATTEST:

PENNSYLVANIA TURNPIKE COMMISSION

\_\_\_\_\_  
Ann Louise Edmunds  
Assistant Secretary-Treasurer

\_\_\_\_\_  
Mitchell Rubin  
Chairman

APPROVED AS TO FORM AND LEGALITY:

\_\_\_\_\_  
Albert C. Peters II  
Assistant Chief Counsel

ATTEST:

**[CONTRACTOR'S NAME]**

Signature\_\_\_\_\_

Signature\_\_\_\_\_

Name\_\_\_\_\_

Name\_\_\_\_\_

Title\_\_\_\_\_

Title\_\_\_\_\_

Federal Tax ID. No. \_\_\_\_\_

# Addendum No. 1

RFP #05-104-3256

## Turnkey Right-of-Way Acquisition Services for Uniontown to Brownsville

Following are the answers to questions submitted in response to the above referenced RFP as of September 12, 2005. All of the questions have been listed verbatim, as received by the Pennsylvania Turnpike Commission.

1. Is an on site field office required?

Yes. An on site field office will be required, however, the Commission will endeavor to see that a vacant property, acquired for the project, is available for such use.

2. Are right-of-way plans available for inspection and use in drafting a proposal?

Yes. Preliminary right-of-way plans will be available for inspection at the Commission's Western Regional Office. Contact John Frank, at (412) 841-5180.

3. Of the 43 open claims and the 28 remaining claims, how many will require relocation activities?

Approximate Business Relocations: 4

Approximate Residential Relocations: 12

For specific information regarding the status of all relocations, contact John Frank at (412) 841-5180.

4. Is a report showing the status of all active claims available for review?

Contact John Frank, at (412) 841-5180 for specific information regarding the current status of open claims.

5. When were right-of-way activities on this project suspended?

Acquisition activities for this project were suspended in March, 2005.

6. In regards to Task 1, have appraisals been completed on the 43 active claims? Do any need to be updated?

Some appraisals were completed; however, they are now over six (6) months old and all must be updated accordingly.

7. In regards to Task 3, as the “Selection of the appraisers by the Consultants must be on a competitive basis” are we only to address the services associate with ordering appraisals and the competitive bid process or do you expect appraisal fees for the individual claims to be part of our fee proposal?

The Commission expects estimated appraisal fees to be included as a part of the cost proposal.

8. What is the anticipated Award date?

January, 2006

9. What is the anticipated Notice to Proceed date on the first 45 parcels?

Notice to Proceed for the first 45 parcels will be given immediately upon execution of a contract with the Commission.

10. What is the anticipated Notice to Proceed dated for the remaining parcels?

At this time the Commission has not determined when Notice to Proceed for the remaining parcels will be given.

11. Is there a page limit on the Technical Proposal?

There is no page limit for the Technical Proposal.

12. Will the consultant be responsible for interim property management (boarding and sealing, disconnection of utilities, demolition contracts, etc.) or will the Commission’s Property Management division handle such activities?

The Consultant will be responsible for some property management activities such as collecting rents from occupied properties after closing, boarding and sealing if required and monitoring vacated properties prior to demolition. The Consultant will not be responsible for demolition contracts.

13. From Page 10 of the RFP: “At this time there are approximately 73 open right-of-way claims in Phase II of the project. All of the remaining claims are partial takes.” Does this mean that there are more than 73 total claims, or is the second sentence referring to the 28 claims with no acquisition activity? What is the approximate number and breakdown (partial & total takes) of all acquisition claims on the project?

The approximate breakdown is as follows:

73 claims remaining  
73 partial takes  
0 total takes  
16 relocations  
28 claims with no activity  
45 claims in various stages of acquisition

14. Task 8 of the RFP is Relocation Assistance and Payments. Has a relocation plan been completed, and does it need to be updated?

A relocation plan was previously prepared, it will need to be updated.

15. About how many outdoor advertising devices are there on the project?

To date, no outdoor advertising devices have been identified.

16. Approximately how many full title searches remain to be completed, and what kind of properties are they (residential, commercial, industrial, etc.)?

Approximately 10 full title searches remain. All of the previously completed title searches will need to be updated prior to closing.

17. How does the Commission like to handle moving cost estimate payments; pay the estimator directly or have the Consultant pay the estimator and receive reimbursement through normal monthly billing?

Requests for moving payments are processed by the Commission and paid directly to the moving company and/or the claimant if proof of payment is shown.