

Attachment to
Res. #6157

SERVICE AGREEMENT

THIS SERVICE AGREEMENT (this "**Agreement**"), dated as of the 5th day of November, 2015, (the "**Effective Date**") is made and entered into by and between **Universal Field Services, Inc.**, an Oklahoma corporation ("**Universal**") and **Tulsa Development Authority**, a public body corporate, ("**Client**") having its principal office at 1216 N. Lansing Avenue, Suite D, Tulsa, Oklahoma 74106. Universal and Client are also sometimes referred to herein individually as a "**Party**" and collectively as the "**Parties**".

WHEREAS, Client desires to engage Universal for the performance of work and/or for the provision of professional relocation assistance services on an on-call basis as needed for the Elm Creek/6th Street acquisition and clearance project, hereinafter referred to as the PROJECT, which may include the furnishing of labor, equipment, vehicles, instruments, materials, supplies, or other products as more particularly described herein (collectively "**Services**"); and

WHEREAS, Universal is in the business of performing Services, and desires to perform Services for Client in accordance with the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the premises and the mutual promises contained herein, the Parties agree as follows:

1. **Term.** The term of this Agreement shall commence upon the Effective Date and shall continue in full force and effect until terminated by either Party upon thirty (30) days prior notice to the other Party; provided, that neither Party shall be relieved of any of its respective obligations and liabilities arising hereunder prior to the effective date of any such termination.

2. **Scope of Agreement.** This Agreement is separate from and in addition to all prior service agreements, subcontract agreements and similar agreements covering Services to be performed by Universal for Client. Unless otherwise agreed to in writing by the Parties, this Agreement shall not govern any Services being provided by Universal to Client for other projects as of the Effective Date.

3. **Work Requests and Change Orders.**

(a) **Work Requests.** When Client desires Services to be performed by Universal, Client shall give Universal a request for such Services. The request shall be in the form of a written work request, purchase order, or other written document (each, along with any appropriately issued Change Order, a "**Work Request**"). Upon agreement between Client and Universal regarding the specific terms of the Work Request, Universal shall thereafter commence the performance of the Services in accordance with the terms and conditions of the Work Request and this Agreement. Unless otherwise agreed in the Work Request, Universal shall provide all labor, maintenance, supervision, and all equipment, materials, supplies, instruments, vehicles, and facilities needed to perform the Services in accordance herewith.

(b) Change Orders. Client may during the performance of any Services make changes to the Services as described in the Work Request without invalidating this Agreement or such Work Request by providing Universal with a written authorization (a "**Change Order**") from Client. All such Change Orders will become a part of the applicable Work Request.

(c) Time of Performance. Universal shall initiate Services upon notice by Client to do so and shall exert all commercially reasonable efforts to complete all of the Services by the date set forth in the applicable Work Request.

4. Compensation. Client shall pay Universal the fee agreed upon in the Work Request by Client and Universal (the "**Fee**") as set forth on Attachment D hereto. In the event of termination prior to completion of the Services, Client shall pay Universal for Services performed up to the effective date of termination (based upon the amount of Services completed prior thereto) except to the extent any amounts owed are being contested in good faith by Client. Unless otherwise mutually agreed to in writing, the Fee shall be inclusive of all sales, use and other taxes, which shall be the sole responsibility of Universal.

5. Billing and Payment.

(a) Invoices. In accordance with the Fee set forth in the Work Request, Universal shall submit invoices to Client within fifteen (15) days after the end of any month in which Universal performed Services hereunder, along with appropriate documentation supporting the invoiced charges. Universal shall also furnish satisfactory written evidence that all bills for labor and material for which Universal is responsible in connection with its performance of the Services have been paid.

(b) Payment. Except as may otherwise be set forth in the applicable Work Request, Client shall pay such invoices net thirty (30) days after its receipt thereof, provided that (i) the invoice conforms to the requirements specified in this Article 5; and (ii) Client has been furnished all data that may have been requested by it under the terms of this Agreement and the applicable Work Request.

6. Record Keeping and Audit. Universal shall keep accounting books, records, receipts, time logs, etc. related to its performance of the Services and any expenses charged to Client hereunder in accordance with commonly accepted accounting and industry practices, and shall retain such records for a period of at least three (3) years following completion of the Services. Client and its designated representatives shall have the right during normal business hours to inspect, copy, and audit the records of Universal pertaining to the Services rendered hereunder and/or the accuracy of any invoice or payment.

7. Independent Contractor.

(a) Status of Parties. It is understood and agreed that Universal is an independent contractor in the performance of each and every part of this

Agreement, and that Universal's employees shall be subject to Universal's sole and exclusive supervision, direction, and control, and shall not be deemed, in fact or in law, to be employees of Client. Universal shall have no authority to represent or bind the Client or its parent, subsidiaries, or affiliates including, without limitation, the City of Tulsa.

(b) Universal's Workers. Client may, upon verbal notice to Universal (with written notification to follow), demand from time to time that Universal immediately remove any or all of Universal's employees from servicing this Agreement. Universal shall promptly replace the individual(s) for the remainder of the assignment. It is expressly agreed that neither Universal nor any of Universal's employees shall be entitled to any Client benefits normally extended by Client to its own employees and that the Fee is the total consideration payable hereunder.

8. Liability and Indemnity. In those matters in which a Party is required to indemnify the other Party, the indemnifying Party shall release, protect, defend, indemnify, and hold harmless the indemnified Party and its Group (as defined below) from and against any and all Claims (as defined below) against the indemnified Party or any member of its Group, and shall pay all costs, expenses, fines, penalties, and interest incidental thereto and judgments resulting therefrom (including, without limitation, court costs and reasonable attorneys' fees incurred in the defense of any such Claims).

(a) Definitions.

(i) "**Claims**" shall mean any and all losses, expenses, costs, damages, liabilities, claims, demands, liens, causes of action, suits, judgments, settlements, regulatory proceedings, citations, orders, decrees, and taxes, of any nature, kind, or description (including without limitation, reasonable attorney fees, court costs, fines, penalties, interest, cleanup, remediation, debris removal, and well control) that may be brought or asserted against an indemnitee by any person or legal entity whomsoever.

(ii) "**Client Group**" shall include Client, its parent, subsidiaries, and affiliates (including, without limitation, the City of Tulsa), and its and their owners, partners, joint venturers, contractors, and subcontractors (other than Universal and its contractors and subcontractors), and entities for whom Client is performing services, and the owners, shareholders, directors, officers, employees, agents, representatives, and invitees of all the foregoing.

(iii) "**Universal Group**" shall include Universal, its parent, subsidiaries, and affiliates, and its and their owners, co-lessees, partners, joint venturers, contractors, and subcontractors, and the owners, shareholders, directors, officers, employees, agents, representatives, and invitees of all the foregoing.

(b) Indemnification by Universal. Universal shall protect, defend and indemnify Client Group from and against all claims that arise from or are related to the Services performed under this Agreement or any Work Request and that are caused by or arise from the gross negligence or willful misconduct of Universal Group resulting in bodily injury, death or property loss or damage.

(c) Indemnification by Client. Client shall protect, defend and indemnify Universal Group from and against all claims that arise from or are related to this Agreement or any Work Request and that are caused by or arise from the gross negligence or willful misconduct of Client Group resulting in bodily injury, death or property loss or damage; PROVIDED however, that the liability of Client for any such indemnification shall not exceed the limits imposed by the Oklahoma Tort Claim Act.

(a) Joint or Concurrent Negligence. If a claim or cause of action of the nature described in Section 8(b) or 8(c) above of this Article 8 arises out of joint or concurrent gross negligence or joint or concurrent willful misconduct of Universal Group and Client Group, each Party shall indemnify the other Party to the extent of the indemnifying Party's or its Group's gross negligence or willful misconduct; PROVIDED however, that the liability of Client for any such indemnification shall not exceed the limits imposed by the Oklahoma Tort Claim Act.

(b) Neither Client nor Universal shall be obligated to indemnify the other Party or its Group for any cause of action arising from the sole gross negligence of the indemnified Party or its Group.

(c) Conformity to Applicable Law. The indemnity obligations established under this Article 8 shall conform to any limits established by applicable law but otherwise shall be without monetary limit and without regard to whether the indemnitor may be strictly liable.

(d) Participation. The indemnified Party shall have the right, at its option and at its sole expense, to participate in the defense of each such Claim.

(e) Enforceability Amendment. To the extent permitted by applicable law, the indemnity and insurance provisions contained herein shall be liberally construed. Universal and Client agree that said indemnities shall be supported by insurance with minimum limits not less than the amounts required under Article 9 below; otherwise the types and amounts of insurance required herein shall in no way limit either Party's indemnity obligations as stated above. If either the limit or extent of the indemnities or the insurance requirements hereunder is found to exceed the maximum limit or coverage permissible under applicable law, the subject indemnities and/or insurance requirements shall automatically be amended to the extent necessary to make them enforceable.

(f) Notice; Attorney Fees. Each Party shall notify the other Party of any Claim that may be presented to or served upon it arising out of or as a result of Services

performed hereunder, affording such other Party full opportunity to assume the defense of such Claim and to protect itself under the obligations of this Agreement. In the event that the defense and indemnity of the indemnitee under the applicable indemnity provisions herein is tendered to the indemnitor and the indemnitor denies or otherwise does not unconditionally accept the tender, then in addition to the indemnity and costs of defense owed by the indemnitor, the indemnitor shall also be obligated to pay all costs and expenses, including reasonable attorney fees, incurred by the indemnitee in pursuing its claim for indemnity against the indemnitor.

9. Insurance.

(a) During the term of this Agreement, Universal agrees to maintain in full force and effect during the term of this Agreement, at Universal's sole cost and expense, insurance of the types and in the minimum amounts provided for below:

(i) Workers' Compensation and Employer's Liability Insurance with coverage limits of not less than \$1,000,000 per occurrence, and workers' compensation insurance satisfying the legal requirements of each state or location in which Services are to be performed, including an alternative employer/borrowed servant endorsement.

(ii) Commercial General Liability Insurance, including bodily injury and property damage, with minimum limits not less than \$1,000,000 per occurrence.

(iii) Automobile Liability Insurance with minimum limits not less than \$1,000,000, and including bodily injury, property damage, and contractual auto liability, for all owned, hired and non-owned vehicles that will be used in the performance of Services hereunder.

(iv) If any Work Request requires the independent rendering or independent implementation of any professional service, the Universal shall provide professional liability insurance with a minimum limit of \$5,000,000 per occurrence/\$5,000,000 annual aggregate.

(v) Such other insurance coverages as may be required pursuant to the applicable Work Request.

(b) All insurance policies related to the Services shall: (i) provide a minimum of thirty (30) days' notice to Client prior to cancellation or material change, (ii) except for Workers' Compensation coverage, name Client Group as an additional insured without respect to any limit in the insurance policy, (iii) contain a waiver of subrogation as to Client Group, and (iv) be considered primary insurance in relation to any other insurance providing coverage to any member of Client Group. The cost for any and all deductibles in Universal's insurance shall be solely for the account of Universal.

(c) Universal shall furnish Client with certificates of insurance evidencing the insurance required herein. In the event that Universal fails to provide Client with such certificates, Client has the right, but not the obligation, after five (5) days written notice to Universal, to obtain insurance on behalf of Universal, and to charge the cost to Universal.

10. Liens. Universal agrees to pay all just Claims for labor and/or materials furnished to Universal in connection with the performance of Services hereunder, and to allow no lien or charge for same to be filed against or fixed upon any property of Client Group or of any customer of Client. Universal agrees to release, defend, indemnify and hold harmless Client Group from and against any and all such Claims and liens (including, without limitation, any legal or other fees incurred by the Client Group to have such claims and liens removed or satisfied, including investigation thereof).

11. Taxes and Claims. Notwithstanding anything herein to the contrary, Universal shall be responsible for and pay all taxes and duties levied or assessed by any governmental authority in connection with or incident to the performance of any Services under this Agreement. Universal shall release, defend, indemnify and hold harmless Client Group from any and all Claims for all income, sales, use or any other taxes assessed or levied by any governmental authority against Universal or its subcontractors or against Client for or on account of any transaction contemplated hereby.

12. Confidentiality.

(a) Definitions.

(i) “**Confidential Information**” means all Business Information and Technology Information as defined below.

(ii) “**Business Information**” means all information relating to the disclosing Party’s business operations, assets and/or financial condition including, without limitation: all business plans, marketing strategies, financial statements and balance sheets, books and records, costs, pricing and pricing strategies, and other financial information; the identity of all actual and potential customers, Universals and employees, suppliers, manufacturers, dealers, resellers and distributors; all mailing lists, account information, and customer records; and all contracts, including the terms, conditions and status thereof.

(iii) “**Technology Information**” means all information relating to technology owned, licensed or otherwise controlled by the disclosing Party, including, without limitation: all technical knowledge, data, data model(s), inventions, discoveries, product designs, capabilities and specifications, processes, procedures and concepts, including those incorporated in or manifested or represented by any product; all computer programs (both source and object codes), their organization, structure, sequence, logic, coherence, look and feel, subroutines, algorithms, formulas, design, concept and know-how; all written

materials, instruction manuals, blueprints, schematic drawings, technical and/or design specifications, and design criteria; and all unpublished or draft patent applications, and all disclosures and other information contained therein.

(b) Scope of Obligation. The Parties agree to maintain the confidentiality of the Confidential Information and to protect as a trade secret any portion of the other Party's Confidential Information by preventing any unauthorized copying, use, distribution, installation or transfer of possession of such information. Each Party agrees to maintain at least the same procedures regarding Confidential Information that it maintains with respect to its own Confidential Information, but in no event less than a reasonable standard of care. Without limiting the generality of the foregoing, neither Party shall permit any of its personnel to remove any proprietary or other legend or restrictive notice contained or included in any material provided by the disclosing Party and the receiving Party shall not permit its personnel to reproduce or copy any such material except as expressly authorized hereunder. A Party's Confidential Information may only be used by the other party in order to fulfill its obligations under this Agreement.

(c) Exceptions. Confidential Information shall not include any information that: (a) is already known to the receiving Party or its affiliates, to be free of any obligation to keep it confidential; (b) is or becomes publicly known through no wrongful act of the receiving Party or its affiliates; (c) is received by the receiving Party from a third party without any restriction on confidentiality; (d) is independently developed by the receiving Party or its affiliates; (e) is disclosed to third parties by the disclosing Party without any obligation of confidentiality; or (f) is approved for release by prior written authorization of the disclosing Party or court order.

(d) Residual Rights. Each Party acknowledges that the other may, as a result of its receipt of or exposure to the other party's Confidential Information, increase or enhance the knowledge and experience retained in the unaided memories of its directors, employees, agents or contractors. Notwithstanding anything to the contrary in this Agreement, each Party and its directors, employees, agents or contractors may use and disclose such knowledge and experience in such Party's business, so long as such use or disclosure does not involve specific Confidential Information received from the other Party. The disclosing Party will not have rights in such knowledge and experience acquired by the recipient Party, nor rights in any business endeavors of the recipient Party which may use such knowledge and experience, nor rights to compensation related to the recipient Party's use of such knowledge and experience.

(e) Irreparable Harm. Both parties acknowledge that any use or disclosure of the other Party's Confidential Information in a manner inconsistent with the provisions of this Agreement may cause the non-disclosing Party irreparable damage for which remedies other than injunctive relief may be inadequate, and both Parties agree that the non-disclosing Party may request injunctive or other equitable relief seeking to restrain such use or disclosure without the necessity of proving actual harm or posting bond.

13. Compliance with Laws. In the performance of the Services, Universal shall comply, and shall require each of its employees, agents, representatives, subcontractors, and invitees to comply, with the requirements of any and all applicable laws, regulations, rules, and orders of any governmental body having or claiming to have jurisdiction over the performance of Services under this Agreement.

14. Governing Law; Venue; Attorney Fees. To the maximum extent permitted by law, the laws of the State of Oklahoma (without regard to any conflicts-of-law rules which would direct or refer to the laws of a different jurisdiction) shall govern the validity, construction, and enforcement of this Agreement and the rights and obligations of the Parties hereunder. The Parties agree that venue for any litigation between the Parties may be in any state or federal court of competent jurisdiction in Tulsa County, Oklahoma and the Parties shall submit to personal jurisdiction in Tulsa County, Oklahoma; provided, however, that the foregoing shall not be construed to limit the rights of a Party to enforce a judgment or order from such court in another jurisdiction. The prevailing Party in any dispute hereunder, in addition to actual damages and any other legal or equitable remedies to which it may be entitled, shall be entitled to recover reasonable attorney fees and costs from the non-prevailing Party.

15. Notices. All notices required or permitted to be given hereunder (except Work Requests and as may be otherwise agreed in writing by Client and Universal) shall be in writing. Notices shall be given in person, or sent by courier, mail or facsimile to the Party to be notified and to the attention of the appropriate representative of the Party at the address set forth below, or such other address as may be designated ten (10) days prior thereto by notice to the other Party. Notices shall be deemed given when received by the Party to be notified; provided, however, that notices received after 5:00 PM or on a non-business day shall be deemed to be given the following business day; and provided further, that if notices cannot be given after reasonable effort at such address, notices shall be deemed constructively given three (3) days after being deposited in the United States mail, postage prepaid.

If to Client:

Tulsa Development Authority
1216 N. Lansing Avenue, Ste D
Tulsa, OK 74106
Attn: O. C. Walker, Jr., Executive Director
Telephone: 918-592-4944
Fax: 918-592-4948
Email: ocwalker@tulsadevelopmentauthority.org

If to Universal:

Universal Field Services, Inc.
6737 S. 85th East Ave.
Tulsa, OK 74133
Attn: Steve T. Benson
Telephone: 918-494-7600
Fax: 918-494-7600
Email: sbenson@ufsrw.com

16. Miscellaneous.

(a) Entirety. This Agreement sets forth the entire and complete agreement of the Parties as to the subject matter hereof, and supersedes any and all proposals, negotiations, and representations of the Parties prior to the execution hereof, including without limitation, prior drafts of this Agreement.

(b) Amendments. No amendment, or modification of this Agreement, or any additional terms and conditions, shall be valid unless evidenced in a writing specifically identifying this Agreement and signed by a duly authorized representative of the Parties hereto.

(c) Conflicts. In the event of a conflict between the terms and conditions of this Agreement and any subsequent documents, including without limitation, Work Requests, field work orders, work tickets, purchase orders, confirmations, invoices, statements, published rate or price schedules, or any other documents used by either Party in the normal course of business, the terms and conditions of this Agreement shall prevail unless express reference is made therein to amending specific provisions of this Agreement and the same is signed by both Parties.

(d) Force Majeure. Neither Party hereto shall be considered in default in the non-performance of its obligations hereunder to the extent that the performance of any such obligation is prevented or delayed by any cause, existing or future, which is beyond the reasonable control of such party. Time extensions for performance of Services by Universal shall be granted equivalent to such time of non-performance as a result of the force majeure.

(e) Assignment. Universal shall not assign this Agreement, nor subcontract the whole or any part of the Services to be performed by Universal hereunder, without Client's prior written consent, which consent shall be at the sole discretion of the Client. Any such assignment shall be made subject to all the terms and conditions of this Agreement.

(f) Waiver. No benefit, right or duty provided by this Agreement shall be deemed waived unless the waiver is reduced to writing, expressly refers to this Agreement, and is signed by both Parties. The waiver of one instance of any act, omission, condition, or requirement shall not constitute a continuing waiver unless specifically so stated in the aforesaid written waiver instrument.

(g) Survival. The provisions of this Agreement which are intended to extend beyond its termination, including without limitation, the liability, indemnity, and confidentiality provisions, and the provisions applicable to the enforcement of those provisions and/or the enforcement of rights and obligations incurred hereunder which are not fully discharged prior to the termination of this Agreement, shall survive termination, to the extent necessary to effect the intent of the Parties and/or enforce such rights and obligations.

(h) Partial Invalidity. In the event any provision (or portion thereof) of this Agreement is inconsistent with or contrary to any applicable law, rule, or regulation, said provision (or portion thereof) shall be deemed to be amended to partially or completely modify such provision or portion thereof to the extent necessary to make it comply with said law, rule, or regulation, and this Agreement as so modified, shall remain in full

force and effect. If necessary, this Agreement shall be deemed to be amended to delete the unenforceable provision or portion thereof, in which event such invalidity or unenforceability shall not affect the remaining provisions or application thereof which can be given effect without the invalid portion or application.

17. **APPROVAL:** It is understood and agreed that all work performed under this AGREEMENT shall be subject to inspection and approval by the Public Works and Development Department of the TDA of Tulsa, and any plans or specifications not meeting the terms set forth in this AGREEMENT will be replaced or corrected at the sole expense of the **Universal**. Universal will meet with the TDA staff **at the beginning of each assignment under this AGREEMENT and thereafter monthly or as otherwise determined necessary by TDA's Executive Director.**

[signature page follows]

IN WITNESS WHEREOF, each of the parties hereto have caused this Agreement to be executed by its duly authorized officer as of the Effective Date.

CLIENT:

TULSA DEVELOPMENT AUTHORITY

By: _____

Name: Roy Peter, Jr.

Title: Chairman

UNIVERSAL:

Universal Field Services, Inc.

By: _____

Name: Douglas R. Benson

Title: Executive Vice-President

WORK REQUEST

Project: Elm Creek/6th Street Drainage, Detention and Conveyance Plan
UFS Project Number: _____

In accordance with the terms and conditions of the Service Agreement (the "**Agreement**") referenced above between Universal and Client, Client hereby authorizes Universal to perform the following Services, all of which shall be performed pursuant to the terms of the Agreement.

Description of Scope of Services: Services shall consist of providing Services as specified in the Agreement for the following described owner occupied and/or tenant occupied real property located within The PROJECT area, to-wit:

Schedule: Universal shall commence the provision of services as provided in Section 3 of the Agreement upon execution of the Agreement and receipt of the written work order from Client.

For the performance of the described Services, Client will compensate Universal on the following basis: As set forth in Attachment D to the Agreement.

Project representatives:

Client: Tulsa Development Authority
Attn: O. C. Walker, Jr.

Universal:
Attn:

Client invoices will be sent to: Tulsa Development Authority
Attn: O. C. Walker, Jr., Executive Director

Universal accepts this Work Request and will perform the Services in accordance with the terms hereof and the above referenced Agreement.

CLIENT:

Tulsa Development Authority

By: _____

Name: O. C. Walker, Jr.

Title: Executive Director

UNIVERSAL:

Universal Field Services, Inc.

By: _____

Name: _____

Title: _____

SCOPE OF SERVICES

ATTACHMENT A

SCOPE OF SERVICES. It is understood and agreed that the date of beginning, rate of progress, and the time of completion of the work to be done hereunder are essential provisions of this agreement. All activities shall be done in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, 42 U.S.C. 4601-4655 (Uniform Act), as amended, and U. S. Department of Housing and Urban Development (HUD) guidelines for relocation under Community Development Block Grant funding. Any of the applicable HUD forms will be used as needed and required by HUD, along with the forms required by Tulsa Development Authority "Relocation Policies and Procedures."

UNIVERSAL shall perform professional land relocation services as hereinafter stated.

The scope of services to be rendered by the **UNIVERSAL** is as follows:

A.1. UNIVERSAL will continually confer with the TDA to review project requirements and discuss scheduling of the project. **UNIVERSAL** will attend designated meetings including pre-work, progress and any other meetings deemed necessary by the TDA.

A.2. UNIVERSAL will perform many but not necessarily all of the relocation services as outlined below and in Attachment D, which sets forth the compensation to be paid **UNIVERSAL** for such services.

- a. RECORDS MANAGEMENT
- b. PROJECT MANAGEMENT
- c. RELOCATION ASSISTANCE

A.3. RECORDS MANAGEMENT:

- a. Maintain a PROJECT Database Program of all PROJECT relocation activities.
- b. Maintain permanent written records of all tenant contact and files regarding all activities. All files will be retained in a secure place in the PROJECT Office until such time as the parcel activities are completed. Upon completion of all parcel activities, the file(s) will be turned over to the TDA.
- c. All records and files shall be made available for inspection by authorized representatives of the TDA at any time.
- d. Maintain PROJECT scheduling information of all land activities to show progress of each parcel and PROJECT segment against established Milestone Schedules.
- e. Develop and maintain detailed information of all costs associated with the relocation of the property owner occupants and/or tenants and project management.

A.4. PROJECT MANAGEMENT:

- a. Designate a project manager staff that will be responsible for all relocation activities as outlined in the Scope of Services. A Project Manager will be designated for overall Project administration and coordination of activities with the TDA'S Staff.
- b. PROJECT Office may be set-up to conduct all relocation activities.
- c. As requested, participate in PROJECT meetings and make presentations regarding the relocation program as needed.
- d. Develop PROJECT scheduling information and monitor completion of activities in accordance with the overall PROJECT Schedule. Submit weekly status reports on PROJECT progression.
- e. Provide sufficient personnel at all times throughout the PROJECT in order to carry out in a timely and cost efficient manner all aspects of the Scope of Work for relocation services.
- f. Make recommendations to the TDA regarding the refinement of Policies and Procedures as may be needed to fit the PROJECT requirements.
- g. Ensure that all associated letters, documents, etc. are digitally generated and accurate.

A.5. RELOCATION ASSISTANCE:

All relocation will be done in conformance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, 42 U.S.C.4601-4655 (Uniform Act) and U.S. Department of Housing and Urban Development (HUD) guidelines for relocation under Community Development Block Grant funding AND additional records and forms utilized by the Tulsa Development Authority Relocation Policies and Procedures known as exhibits E, F, G, H, I, K, L, M, N, O, Q, T, V, W, and X.

Any of the applicable HUD forms will be used as needed and required by HUD.

- a. Residential Claim for Moving and Related Expenses forms will be completed (form HUD-40054) and originals will be submitted to TDA prior to payment of claim.
- b. Comparable Replacement Dwelling for Computing a Replacement Housing Payment Payment, (for HUD-40061)
- c. Claim for Rental Assistance or Down Payment Assistance (form HUD-40058).
- d. Claim for Rental or Purchase Assistance, (form HUD-40072).
- e. Claim for Fixed Payment in Lieu of Payment for Actual Moving and Related Expenses, (form HUD-40056).
- f. Claim for Actual Reasonable Moving and Related Expenses for Businesses, Nonprofit Organizations and Farm Operations, (form HUD-40055).
- g. Other misc. related TDA forms.

All applicable forms will depend on type of Relocation needed for the Displaced persons and if the Displaced persons are going to be moved, do a self-move, or use the money for a down payment on a home to purchase.

UNIVERSAL shall coordinate any required transportation for tenants to review potential relocation comparable. Reasonable costs for transportation need shall be reimbursed. UNIVERSAL shall also complete comparable inspections to ensure safe and sanitary requirements.

UNIVERSAL shall be responsible for submitting check requests to TDA staff per the TDA procedures, and UNIVERSAL shall disseminate checks to tenants. No less than three (3) rental assistant payments shall be provided to tenants. The first rental payment shall be provided at execution of future lease. The second rental payment shall be requested and provided at the sixth month point. The final rental payment shall occur at the twelfth month point.

A.6. ADDITIONAL SERVICES:

Additional services will be authorized in writing by the TDA of prior to the work being done and payment received.

A.7. UNIVERSAL shall hold confidential all business or technical information obtained from the TDA or his affiliates or generated in the performance of services under this agreement and identified in writing by the client as "confidential". UNIVERSAL shall not disclose such information without the TDA'S consent except to the extent required for 1) Performance of services under this agreement; 2) Compliance with professional standards of conduct for preservation of public safety, health, and welfare; 3) Compliance with any court order or other governmental directive and/or 4) Protection of UNIVERSAL against claims or liabilities arising from performance of services under this agreement.

PROFESSIONAL RELOCATION SERVICES

RESPONSIBILITIES OF THE TDA

ATTACHMENT C

C. RESPONSIBILITIES OF THE TDA: The TDA agrees:

C.1 REPORTS, RECORDS, ETC.: To Furnish, as required by the work, and not at expense to UNIVERSAL:

C.1.1 Records, reports, studies, plans, drawings, and other data available in the files of the TDA which may be useful in the work involved under this AGREEMENT.

C.1.2 Plans, drawings, and standard specifications, as available for the PROJECT.

C.2 ACCESS: To provide access to TDA'S and private property when required in performance of UNIVERSAL'S services.

C.3 STAFF ASSISTANCE: Designate in writing a person to act as its representative in respect to the work to be performed under this AGREEMENT, and such person shall have complete authority to transmit instructions, receive information, interpret, and define TOA'S policies and decisions with respect to materials, equipment, elements, and systems pertinent to the services covered by this AGREEMENT

FEE SCHEDULE

ATTACHMENT D

D. **COMPENSATION:** The TDA agrees to pay, as compensation for services set forth in Attachment B, Scope of Services:

	Tenant Households Relocated	Compensation
Item 1	1-30	\$3,950.00
	31-50	\$3,950.00
	51-79	\$3,950.00
	Commercial Relocation (per location)	\$6,000.00

Any invoices shall be accompanied by such documentation as the TDA may require in substantiation of the amount billed and will be paid at actual cost. TDA will reimburse consultant actual project mileage at the allowable IRS rate when incurred (currently \$0.575/per mile). All proposed subcontracting (newspaper ads, transportation, real estate services, location services, etc.) must be approved by TDA staff prior to expectation of reimbursement.

D.1 Key Performance Indicators established upon agreement execution:

	<u>Event</u>
0-15	100% of all applicable current tenants notified of impending acquisition, and 100% of all previous acquisition tenants re-engaged.
16-45	90% of interviews completed for new acquisitions to determine relocation eligibility
46-60	90% comparables determined for tenants
61-90	90% of first moving check requests submitted, and tenants moved
91-180	100% of all remaining tenants processed and moved.
365	Measured from point of lease signing, final checks processed.

D.2 Payment Milestones

Relocation Services

40% payment milestone paid upon;

Providing relocation benefits package/documentation with Displacee including eligibility. Delivery of computations, and 90 notice to Displacee. If Displacee is not entitled to relocation benefits by virtue of not being legally present in the United States or after proper due diligence the Displacee cannot be located, this milestone would be reduced to a single milestone of 20%.

40% payment of milestone upon;

Submitting documentation that Displacee has vacated the parcel.

20% payment of milestone upon;

Transmittal of relocation assistance file indicating all activities have been completed. File should include all contact reports, copies of claim forms, copies of payments and verification of move.