

**MASTER SERVICES AGREEMENT FOR
CITY OF PFLUGERVILLE APPRAISAL SERVICES**

WORK AUTHORIZATION NO. 2023-2

This WORK AUTHORIZATION is made pursuant to the terms and conditions of the Master Services Agreement executed the 27th day of May, 2022 by and between the City of Pflugerville and Consultant, hereinafter referred to as the Agreement.

The Consultant will perform the professional services as shown in Attachment A, Scope of Services, which will include the tasks to be performed, the deliverables to be provided by the Consultant, and the milestone schedule for completing the tasks and the deliverables.

Compensation to the Consultant for the services provided pursuant to this work authorization shall be in accordance with Article 4 of the Master Services Agreement, as further detailed in Attachment B to this Work Authorization. Attachment B shall include the method and basis for determining the compensation for this work authorization. The maximum amount payable under this Work Authorization is \$270,900, unless amended by a Supplemental Work Authorization.

This Work Authorization does not waive any of the parties' responsibilities and obligations provided under the Master Services Agreement.

This Work Authorization is hereby accepted, acknowledged, and is effective when fully executed below.

CITY OF PFLUGERVILLE

CONSULTANT

BY: _____

City Engineer


DATE: _____

BY: _____

City Manager

DATE: _____

BY: _____


Catherine A. Thomas, MAI
as agent for CBRE, Inc.

DATE: 12/27/23

TITLE: Director - VAS

Proposal and Contract for Services

Attachment A

CBRE, Inc.
500 W. 2nd Street, Suite 1700
Austin, Texas 78701
www.cbre.us/valuation

December 27, 2023

Catherine A. Thomas, MAI, SRA, AI-GRS, R/W-AC
Director-VAS

Norma Martinez, MBA
Real Estate Manager, Engineering Department
CITY OF PFLUGERVILLE
15500 Sun Light Near Way, #B, Bldg 6
PO Box 589 Pflugerville, Texas 78691
Phone: 512.990.6643
Email: normam@pflugervilletx.gov

RE: Assignment Agreement
Please Refer to the Property List on Page 4
Colorado Secondary project, updates for hearings and hourly testimony work
Pflugerville, Texas

Dear Ms. Martinez:

We are pleased to submit this proposal and our Terms and Conditions for this assignment.

PROPOSAL SPECIFICATIONS

Purpose:	To estimate the Market Value of the referenced real estate
Premise:	Market Value AS Is, Whole Property Before, Parts to be Acquired, Remainder Before and Remainder After.
Rights Appraised:	Fee Simple
Intended Use:	To assist the client in estimating compensation for the proposed acquisition
Intended User:	The intended user is CITY OF PFLUGERVILLE ("Client"), and such other parties and entities (if any) expressly recognized by CBRE as "Intended Users" (as further defined herein).
Reliance:	Reliance on any reports produced by CBRE under this Agreement is extended solely to parties and entities expressly acknowledged in a signed writing by CBRE as Intended Users of the respective reports, provided that any conditions to such acknowledgement required by CBRE or hereunder have been satisfied. Parties or entities other than Intended Users who obtain a copy of the report or any portion thereof (including Client if it is not named as an Intended User), whether as a result of its direct dissemination or by any other means, may not rely upon any opinions or conclusions contained in the report or such portions thereof, and CBRE will not be responsible for any unpermitted use of the report, its conclusions or contents or have any liability in connection therewith.

Inspection: CBRE will conduct a physical inspection of the subject property and its surrounding environs on the effective date of appraisal.

Valuation Approaches: All applicable approaches to value will be considered.

Report Type: Appraisal Report

Appraisal Standards: USPAP

Appraisal Fee: Please see table on Page 4

Hourly rate for Expert Preparation and Testimony:

<u>Description</u>	<u>Rate</u>
Managing Director	\$400/Hour
Director	\$400/Hour
Vice President	\$250/Hour
Senior Appraiser	\$200/Hour
Associate	\$125/Hour
Administrative	\$75/Hour

All time related to litigation consultation, preparation and testimony will be billed hourly at the rates above for all related time, plus expenses, including but not limited to phone calls, research, meetings, travel, preparation and testimony.

If cancelled by either party before a completion, the fee will be based on CBRE's hourly rates for the time expended; plus actual expenses.

Expenses: Fee includes all associated expenses

Retainer: A retainer is not required for this assignment

Payment Terms: Final payment is due upon delivery of the final report or within thirty (30) days of your receipt of the draft report, whichever is sooner. The fee is considered earned upon delivery of the draft report.

We will invoice you for the assignment in its entirety at the completion of the assignment.

Delivery Instructions: CBRE encourages our clients to join in our environmental sustainability efforts by accepting an electronic copy of the report.

An Adobe PDF file via email will be delivered to normam@pflugervilletx.gov. The client has requested One (1) bound final copy (ies). One per property.

Delivery Schedule:

Preliminary Value: Not Required
Draft Report: Upon Client's request
Final Report: Thirty (30) to forty-Five (45) days from receipt of executed engagement and receipt of all information to produce credible results.

Start Date: The appraisal process will start upon receipt of your signed agreement and the property specific data.

Acceptance Date: These specifications are subject to modification if this proposal is not accepted within 3 business days from the date of this letter.

When executed and delivered by all parties, this letter, together with the Terms and Conditions and the Specific Property Data Request attached hereto and incorporated herein, will serve as the Agreement for appraisal services by and between CBRE and Client. Each person signing below represents that it is authorized to enter into this Agreement and to bind the respective parties hereto.

We appreciate this opportunity to be of service to you on this assignment. If you have additional questions, please contact us.

Sincerely,

CBRE, Inc.
Valuation & Advisory Services



Catherine A. Thomas, MAI, SRA, AI-GRS, R/W-AC

Director-VAS
As Agent for CBRE, Inc.
T 512.499.4911
cathy.thomas@cbre.com

ATTACHMENT B

Colorado Secondary				
Parcel	Estimated Update Appraisal Fee	Prep & Testimony Hourly Rate	# of Hours Prep & Testimony	Estimated Prep & Testimony Fee
2a	\$2,900	\$400	25	\$10,000
7a	\$2,900	\$400	25	\$10,000
21	\$2,900	\$400	25	\$10,000
22/23	\$2,900	\$400	25	\$10,000
24	\$2,900	\$400	25	\$10,000
29a	\$2,900	\$400	25	\$10,000
33	\$2,900	\$400	25	\$10,000
35	\$2,900	\$400	25	\$10,000
36	\$2,900	\$400	25	\$10,000
39	\$2,900	\$400	25	\$10,000
43	\$2,900	\$400	25	\$10,000
46	\$2,900	\$400	25	\$10,000
48	\$2,900	\$400	25	\$10,000
49	\$2,900	\$400	25	\$10,000
50	\$2,900	\$400	25	\$10,000
51	\$2,900	\$400	25	\$10,000
51a	\$2,900	\$400	25	\$10,000
51c	\$2,900	\$400	25	\$10,000
51d	\$2,900	\$400	25	\$10,000
51e	\$2,900	\$400	25	\$10,000
64d	\$2,900	\$400	25	\$10,000
Totals	\$60,900		200	\$210,000

Grand total:	\$270,900
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AGREED AND ACCEPTED

FOR CITY OF PFLUGERVILLE ("CLIENT"):

Signature

Norma Martinez, MBA

Name

512.990.6643

Phone Number

Date

Real Estate Manager, Engineering Department

Title

normam@pflugervilletx.gov

E-Mail Address