

**MASTER SERVICES AGREEMENT
FOR
CITY OF PFLUGERVILLE RIGHT OF WAY SERVICES**

**WORK AUTHORIZATION NO. 2020-6
(Sorento Interceptor, Ph2)**

This WORK AUTHORIZATION is made pursuant to the terms and conditions of the Master Services Agreement executed the 22 day of January, 2020 by and between the City of Pflugerville and Seven Arrows, 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 \$78,750.00 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

BY: _____

City Manager

DATE: _____

CONSULTANT

BY: Nicole Costanza

DATE: December 10, 2020

TITLE: Managing Partner

CITY OF PFLUGERVILLE

BY: _____

City Engineer

DATE: _____



Scope of Work – Sorento Interceptor, Phase 2 Attachment “A”

PROJECT SCOPE: 7Arrows Land Staff, LLC (7Arrows) shall provide a land services to support City in execution of the Sorento Interceptor Ph2 project. Services shall include obtaining rights of entry, title research and procurement, presenting of offers, negotiation and closing of all types of land rights, (i.e. Right of Way, Temporary Construction and Permanent Easement and Property acquisition services). 7Arrow’s services may also include, as directed by City, assistance with open houses or similar meetings with the public, presentations to all approval authorities, and other real estate and property work that may be needed from time to time to support the timely execution of the project. It is anticipated that this project could be funded under a Texas Water Development Board (TWDB) Clean Water State Revolving Fund (CWSRF) loan.

BASIC SERVICES: 7Arrows shall render the following professional services in connection with the development of the Sorento Interceptor Ph 2 Project.

A. Right of Way/Property Acquisition Services

1. Pre-Acquisition Services

- a) Confirm ownership and easement information.
- b) Attendance of public information meetings, project design meetings, route development field visits by land manager.

2. Title/Curative Services

- a) Review preliminary title commitment (Schedules A, B & C) or preliminary title search information for all properties.
- b) Secure title commitments and updates in accordance with insurance rules and requirements for parcel payment submissions for properties which will be acquired in fee simple and for ROW easements
- c) Secure title insurance for all parcels, insuring acceptable title. Cure all exceptions on Schedule C, when applicable. Written approval by the City of Pflugerville will be required for any exceptions to coverage.

3. Right of Entry

- a) Prepare Right of Entry packets to include Landowner Bill of Rights, maps and paperwork to be executed.
- b) The agent will initiate and participate in landowner meetings for ROE documents.
- c) Upload Right of Entry executed documents to central location for access by City, its agents and employees.

4. Negotiation Services

- a) Analyze appraisal reports and confirm approved value prior to making offer for each parcel.



- b) Analyze preliminary title report to determine potential title problems and propose methods to cure title deficiencies.
- c) Prepare the initial offer letter and any other documents required or requested by the City of Pflugerville in an acceptable form.
- d) Contact each property owner or owner's designated representative and present the written offer in person where practical. When owners do not wish to have offers delivered in person, they will be mailed via certified mail with return receipt for documentation of delivery/receipt. Maintain follow-up contacts and secure the necessary instruments upon acceptance of the offer for the closing.
- e) Provide a copy of the appraisal report for the subject property exclusively to the property owner or authorized representative at the time of the offer.
- f) Respond to property owner inquiries verbally and/or in writing within two business days.
- g) Prepare a separate negotiator contact report for each parcel file for each contact.
- h) Maintain parcel files of original documentation related to the purchase of the real property or property interests/acquisition of the Easement for Right of Way.
- i) Present counteroffers in a form as directed by the City. Transmit any written counteroffer from property owners including supporting documentation, and Agent's recommendation with regard to the counteroffer.
- j) Prepare final offer letter as necessary.

5. Acquisition/Closing Services:

- a) Prepare check request, review closing documents facilitate execution of all necessary documents. Attend closings and provide closing services in conjunction with Title Company for all tracts.
- b) Transport any documents to City and landowner for signatures.
- c) Record or cause to be recorded all original instruments immediately after closing at the respective County Clerk's Office.
- d) Review Title Policy and give to City for permanent storage.

6. Project/Document Administration

- a) Maintain current status reports of all parcel and project activities and provide monthly or as requested to the City.
- b) Participate in project review meetings as requested.
- c) Provide copies of all incoming and outgoing correspondence as generated if requested.
- d) Maintain copies of all correspondence and contacts with property owners.



e) Update database with current status information and documentation.

7. Initiate and Coordinate Appraisal with city approved appraisers

- a) Secure written permission from owner to enter the property from which land is to be acquired. Maintain permission letters with appraisal reports.
- b) Prepare and conduct personal pre-appraisal contact with interest owner(s) for each parcel.
- c) Contact property owners or their designated representative to offer opportunity to accompany the appraiser on the appraiser's inspection of subject property. Maintain record of contact in file.
- d) Finalize complete appraisal report for each parcel. These reports shall conform to the City of Pflugerville's policies and procedures along with the Uniform Standards of Professional Appraisal Practice.
- e) As necessary, prepare written notification to the City of Pflugerville of any environmental concerns within the needed right of way to be acquired which could require remediation.
- f) All completed appraisals will be administratively reviewed and approved by the City of Pflugerville.
- g) As necessary, the appraiser will appear and or testify as an Expert Witness in eminent domain proceedings and be available for pre-hearing or pre-trial meetings as directed by the City of Pflugerville.

8. Condemnation Support

- a) Upon receipt of a copy of the final offer, research and produce an updated "Condemnation Limited Title Report" (search parameters set by City and/or outside legal counsel).
- b) Prepare a condemnation package as directed by the City and deliver the package to the City's designee or legal counsel.
- c) Upon notification from the City request the update of appraisal.
- d) d) Appear as Expert Witness as requested.

B. ROW/Property Acquisition Support for Relocations (As Requested by City of Pflugerville)

- 1. Notify all property owners and potential displacees of eligibility for relocation assistance and provide them with a Relocation Assistance Brochure at time of initial contact. If possible, advise displacee of preliminary relocation benefits at this time.
- 2. Contact and provide relocation assistance to property owners and tenants affected by acquisition of right of way.
- 3. For residential relocations; locate, evaluate, and maintain files on comparable available housing.
- 4. Calculate replacement housing supplement benefits.



5. Compute and submit request for relocation housing/rental supplement to the City along with supporting documentation.
6. Provide 90-day notice to vacate simultaneously with the delivery of the relocation benefits package.
7. Sixty days later or upon acquisition of the parcel, whichever occurs later, issue a 30 day letter.
8. Notify the City of Pflugerville immediately if displacee does not move after 30-day notice expires.
9. Perform a decent, safe, and sanitary inspection of the replacement housing in accordance with the City.
10. Perform a decent, safe, and sanitary inspection of the replacement housing in accordance with the City.
11. Request moving estimates from moving companies as needed.
12. Coordinate moves with displaced homeowners, business owners, and tenants and with moving companies in accordance with the City's procedures.
13. Maintain relocation contact logs.
14. Attend closings on replacement property if requested by any party involved, and assure supplemental payment is properly distributed.
15. Process and compute increased interest payments as required.
16. Process and compute increased interest payments as required.
17. Prepare all relocation payment claim submissions for all displacees on parcel.
18. Deliver payments in accordance with City guidelines.

C. Additional ROW/Property Acquisition Support for Condemnations (as Requested by Pflugerville)

It is anticipated that services described in this section will be provided by others, but can be provided by the City, if requested by the City.

- a. Pre-Hearing Support
 - i. Upon receipt of condemnation packet documents prepared by Counsel for the City of Pflugerville, Agent will file the original petition with the County Court at Law or other appropriate Court for a cause number to be assigned.
 - ii. File the Lis Pendens including the cause number with the County Clerk's Office.
 - iii. Upon assignment of a court, file the Order Appointing Commissioners with the judge retaining a copy of the Order for the files.



- iv. Following appointment of Commissioners by the judge, secure the following documents: Oath of Commissioners signed by the Commissioners, Order Setting Hearing, and 2 copies of the Notice of Hearing signed by the Commissioners.
 - v. File all originals with the court and send copies marked “copy” to Counsel for the City of Pflugerville.
 - vi. Send a copy of the petition to the Title Company so that they can assure all required parties were joined and that no changes in title have occurred.
 - vii. Set the Commissioners Hearing after the updated appraisal has been submitted, if there is no change in value. If there is an increase in value, upon approval by City of Pflugerville make a revised final offer and submit a copy of the revised final offer letter.
 - viii. Reserve a room for the hearing.
 - ix. Coordinate the hearing date with Counsel for the City of Pflugerville, the Appraiser, the Engineering witness, the three Special Commissioners, the court reporter and any other parties designated by the City of Pflugerville.
 - x. Coordinate a pre-hearing conference if required by Counsel for the City of Pflugerville.
 - xi. After the hearing is set, serve Notices of Hearing to the indicated parties at least 11 days prior to the Commissioner’s hearing. If it is necessary to join the Federal Government, be advised that they must be served not later than 60 days prior to the date of the hearing.
 - xii. Once the notices have been served, file the original notices with the court and send copies stamped “copy” to Counsel for the City of Pflugerville.
 - xiii. Send a reminder letter to all parties.
- b. Post-Hearing Support (As Requested by City of Pflugerville)
- i. Obtain the signatures of Commissioners and file with the court for the judge’s signatures within two days the Hearing.
 - ii. Obtain and distribute to Counsel for the City of Pflugerville certified copies of the award.
 - iii. File payment of the award in the registry of the court. File a Notice of Deposit with the court and send certified copies to each defendant notifying them of the date of the deposit. The Date of Deposit is the Date of Take.
 - iv. Take photographs of the interest to be acquired on the day of deposit.



**Fee Schedule - Sorento Interceptor, Ph2
Attachment "B"**

Easement/Temporary Easement Acquisition Services:

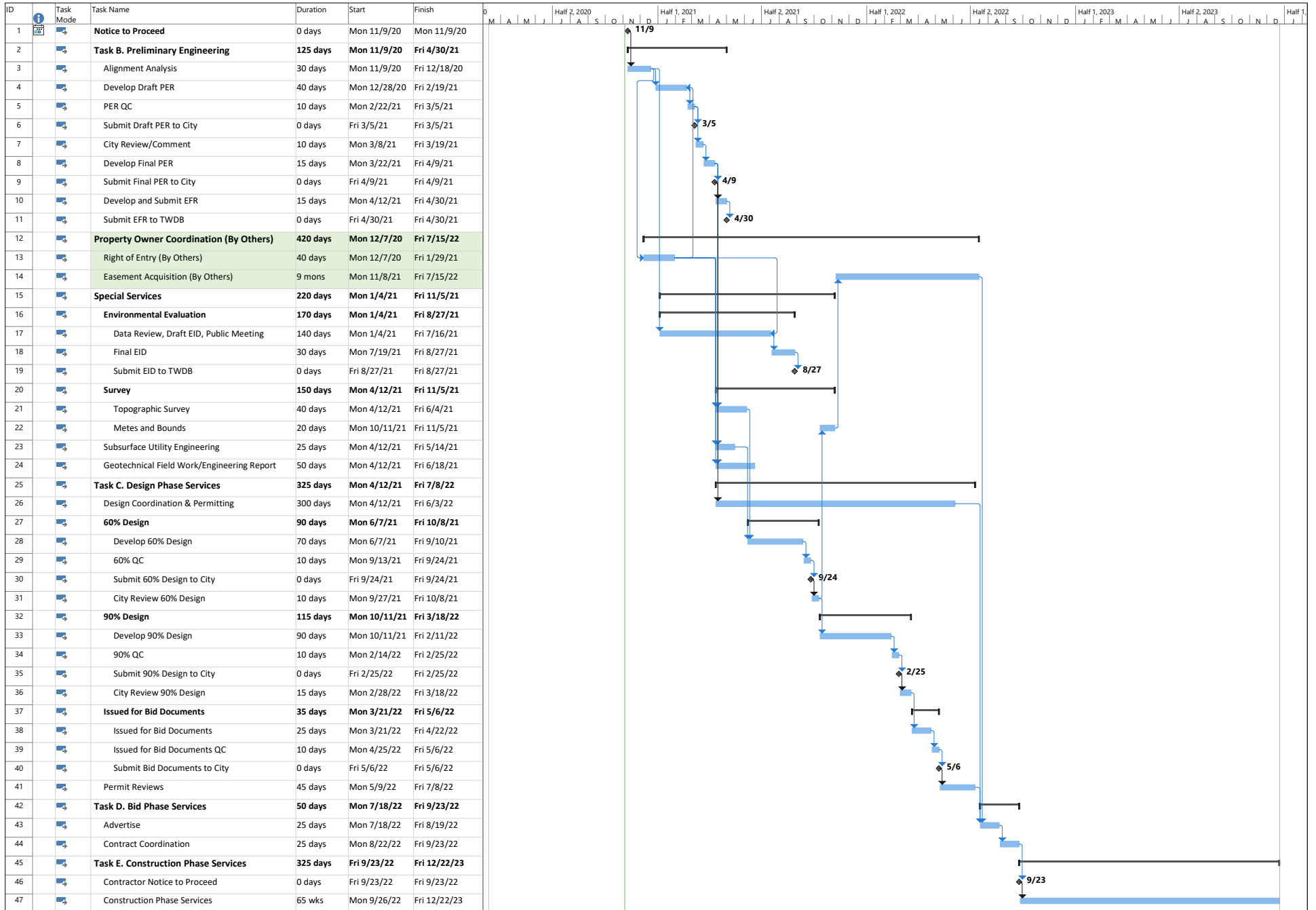
Right of Entry:	\$500.00 per parcel
Title/Curative Services:	\$1,000.00 per parcel
Administrative/Document Services:	\$750.00 per parcel
Negotiation Services:	\$2,000.00 per parcel
Acquisition/Closing Services:	\$2,000.00 per parcel
*Project Management (approx. 30 hours)	\$3,750.00 (billed at hourly rate as noted below)
<i>12 Parcels for Sorento Interceptor, Ph 2</i>	<i>\$78,750.00</i>

*Staff update meetings, Public Information meetings, City Council meetings, route development visits, project design meetings, appraisal coordination, relocation coordination, and condemnation support shall be billed at an hourly basis.

Hourly Rates:

Partner Hourly Rate: \$125.00
Administrative Agent: \$ 75.00

**City will be charged and invoiced only for services provided.



Project: Weiss Lane Pecan Street
Date: Wed 11/4/20

Task	Summary	Inactive Milestone	Duration-only	Start-only	External Milestone	Manual Progress
Split	Project Summary	Inactive Summary	Manual Summary Rollup	Finish-only	Deadline	Progress
Milestone	Inactive Task	Manual Task	Manual Summary	External Tasks	Progress	