

## TASK ORDER 3

This Task Order dated \_\_\_\_\_, pertains to an Agreement by and between the City of Dripping Springs, (“Owner”), and HDR Engineering, Inc. (“ENGINEER”), dated May 21, 2019 (“the Agreement”). Engineer shall perform services on the project described below as provided herein and in the Agreement. This Task Order shall not be binding until it has been properly signed by both parties. Upon execution, this Task Order shall supplement the Agreement as it pertains to the project described below.

TASK ORDER NUMBER: 3

PROJECT NAME: City of Dripping Springs Wastewater Effluent Line (“Project”)

PART 1.0 PROJECT DESCRIPTION: HDR will assist the City of Dripping Springs with the acquisition of up to 3 parcels. Services include project management, right of entries, appraisals and appraisal reviews, negotiations, title services, closings, and document control.

PART 2.0 SCOPE OF BASIC SERVICES TO BE PERFORMED BY  
SUBCONSULTANT ON THE PROJECT:

As attached in “Exhibit A”

PART 3.0 OWNER’S RESPONSIBILITIES:

- Provide Legal Descriptions of the Easements.
- Provide instruments of conveyance, and any other documents required or requested by the City.
- Provide approval of Just Compensation

PART 4.0 EXCLUSIONS:

- N/A

PART 5.0 HDR’s FEE:

HDR will perform the attached scope of work for Task Order 3 for an hourly rate not to exceed a fee total of \$77,045.00.

This Task Order is executed this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

CITY OF DRIPPING SPRINGS  
"OWNER"

HDR ENGINEERING. INC.  
"HDR"

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

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

NAME: Bill Foulds

NAME: Todd Warrix, P.E.

TITLE: Mayor

TITLE Associate Vice President

ADDRESS: 511 Mercer Street  
Dripping Springs, TX  
78620  
512-453-7407

ADDRESS: 4401 Westgate Blvd.  
Suite 400  
Austin, Texas 78745

## **EXHIBIT "A"**

### City of Dripping Springs

#### Scope of Work

#### **General Information**

**SCOPE:** The City of Dripping Springs (City) is requesting HDR Engineering (HDR) provide Right of Way Services for City of Dripping Springs Wastewater Effluent Line. The general scope of work will include:

- 1.1 Project Administration Services (24 Months)
- 1.2 Right of Entry Services (37 Parcels)
- 1.3 Title and Closing Services (37 Parcels)
- 1.4 Initial Appraisal Services (37 Parcels)
- 1.5 Appraisal Review Services for Appraisals (37 Parcels)
- 1.6 Negotiations Services for Initial and Final Offers (37 Parcels)
- 1.7 Document Control Services and File Management Services (37 Parcels)

#### **Statement of Work**

**SERVICE REQUIREMENTS OF HDR:** Services shall include, but are not limited to the following activities:

#### **1.1 Project Administration Services**

##### 1.1.1 Communication; HDR will:

- 1.1.1.1 Attend weekly status call meetings and one monthly face to face progress meeting with City Staff.
- 1.1.1.2 Maintain current status reports of all parcel and project activities and provide weekly status reports to City Staff.
- 1.1.1.3 Provide schedule of all areas of work indicating anticipated start and end dates.
- 1.1.1.4 Prepare initial property owner list with property owner contact information.
- 1.1.1.5 Attend and assist with Public Meetings.

#### **1.2 Right of Entry Services**

- 1.2.1 Prepare Right of Entries.
- 1.2.2 Request Right of Entries from property owners for property surveys, environmental surveys, Environmental Site Assessments (ESA), cultural resource surveys, and geotechnical investigations, as applicable.

### **1.3 Title and Closing Services**

- 1.3.1 Secure preliminary title reports for each parcel from a City approved Title Company and secure title report updates when requested by City. Request title insurance from the Title Company if requested by City for parcels closing by Easement and Commissioner Awards.
  - 1.3.1.1 The charges from the Title Company for the preliminary title reports, title insurance and closing costs will be paid by HDR and HDR reimbursed by City.
- 1.3.2 Analyze preliminary title report to determine potential title problems, propose and inform City Staff of methods to cure title deficiencies.
- 1.3.3 The curative services necessary to provide clear title to City is the responsibility of HDR.
- 1.3.4 HDR will contact the Title Company to obtain an updated title commitment along with other forms required to close parcels with clear title.
- 1.3.5 HDR will provide closing services in conjunction with the Title Company and will be required to attend closings.
- 1.3.6 Any fee related to obtaining certified court documents and fees for recording same which are not collected at the closing of the parcel shall be paid by HDR and HDR reimbursed by City.
- 1.3.7 HDR shall cause the recordation of all original instruments immediately after closing at the respective County Clerk's Office. The cost of the recording fees and filing fees are paid by HDR and HDR will be reimbursed by City.

### **1.4 Initial Appraisal Services**

- 1.4.1 Subcontract for appraisal services and manage the appraisers assigned to the project. Appraisers must be approved by City staff.
- 1.4.2 HDR will be responsible for hiring and managing the Appraisers during the Appraisal process.
- 1.4.3 Appraisers shall provide advance notice of the date and time of their appraisal inspections of the subject property to the HDR's Project Manager in order to coordinate the appraiser's inspection with (if applicable and practical) the initial interview with the property owner by the Negotiation Agent and if applicable the Displacee by the Relocation Agent.
- 1.4.4 Prepare and conduct personal pre-appraisal contact with interest owner(s) for each parcel.
- 1.4.5 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.
- 1.4.6 For the appraisal assignment, prepare appraisal report for each parcel to be acquired utilizing City approved form. These reports shall conform to the Uniform Standards of Professional Appraisal Practices as promulgated by the Appraisal Foundation as promulgated by the Appraisal Foundation.
- 1.4.7 For an updated appraisal, prepare appraisal update for the parcel to be acquired utilizing approved City form. These reports shall conform to the Uniform Standards of Professional Appraisal Practices.

- 1.4.8 All completed appraisals and updated appraisals will be approved by City staff.
- 1.4.9 City Staff coordinates with HDR's review appraiser (if applicable) regarding revisions, comments, or additional information that may be required. HDR's review appraiser will then coordinate with the appraiser.
- 1.4.10 As necessary, the appraiser will coordinate with the review appraiser regarding revisions, comments, or additional information that may be required.
- 1.4.11 The fees for initial and updated appraisal assignments are based on separate appraisal assignments with the fee for each assignment based on separate assignments performed.
- 1.4.12 Beyond delivery of Appraisal and updated appraisal assignments, the appraiser can be called to provide preparation and testimony for a Special Commissioners Hearing. For this appraisal assignment, the fee for the preparation time and testimony must be based on the hourly rate agreed to by City and HDR.

## **1.5 Appraisal Review Services**

- 1.5.1 Review Appraiser must be approved by City.
- 1.5.6 Review all appraisal reports acquired utilizing City approved form for each parcel to determine consistency of values, supporting documentation related to the conclusion reached, compliance with the Uniform Standards of Professional Appraisal Practices as promulgated by the Appraisal Foundation.
- 1.5.7 Prepare and submit to City the appraisal review for each Appraisal to be approved by City.
- 1.5.8 The fees for the review of an Appraisal and updated appraisal are based on separate appraisal review assignments with the fee for each review assignment based on separate assignments performed.

## **1.6 Negotiation Services for Initial and Final Offers**

- 1.6.1 Analyze appraisal and appraisal review reports and confirm City's approved value prior to making the Initial Offer for each parcel.
- 1.6.2 Prepare and send the letter transmitting the Landowners' Bill of Rights by CMRRR to the Property Owner.
- 1.6.3 Prepare the initial offer letter, purchase contract, appraisal, and instruments of conveyance approved by City.
- 1.6.4 The written initial offer must be sent to each property owner or the property owner's designated representative through Certified Mail-Return Receipt Requested (CMRRR). Maintain follow-up contacts and secure the necessary instruments upon acceptance of the offer for the closing. Retain copies of signed and unsigned CMRRR receipts.
- 1.6.5 Respond to property owner inquiries verbally and in writing within five (5) business days.
- 1.6.6 Prepare a negotiator contact report for each parcel, per contact, on City approved form.
- 1.6.7 All original documents generated or received by HDR must be delivered to City. Copies or working file documents may be kept by HDR. Maintain parcel files related to the purchase of the real property or property interests.

- 1.6.8 Advise property owner of the counteroffer process. Transmit City Staff any written counteroffer from property owners including supporting documentation, and HDR's recommendation with regard to the counteroffer.
- 1.6.9 Prepare the Final Offer letter, purchase contract, appraisal and instruments of conveyance approved by City.
- 1.6.10 The written Final Offer and appraisal report must be sent to each property owner or the property owner's designated representative through CMRRR. Maintain follow-up contacts and secure the necessary instruments upon acceptance of the offer for the closing. Retain copies of signed and unsigned CMRRR receipts.

**1.7 Document Control and File Management Services**

- 1.7.1 Files will be kept in HDR's office. HDR will maintain electronic files for each parcel. Required original documents will be kept by HDR until ROW activities are complete for all parcels.
- 1.7.2 Prepare invoices utilizing City standard payment submissions forms.
- 1.7.3 Maintain records of all payments for property, closing costs and relocation.
- 1.7.4 Maintain copies of all correspondence and contacts with property owners.
- 1.7.5 HDR will deliver all ROW file documents electronically to City.
- 1.7.6 HDR will also deliver hard copies of original deeds, and title policies and all original documents signed by the property owner to City.
- 1.7.7 The ROW files will be delivered to City after all parcels have been closed by deed or court judgment