

AMENDMENT TO AGREEMENT  
FOR  
PROFESSIONAL SERVICES

WHEREAS:

HDR ENGINEERING, INC. ("HDR") entered into an Agreement on May 21, 2019 to perform professional services for Right of Way Services for City of Dripping Springs Wastewater System Improvements Project;

The City of Dripping Springs desires to amend this Agreement in order for HDR to perform services beyond those previously contemplated.

HDR is willing to amend the agreement and perform the additional professional services.

NOW, THEREFORE, HDR and the City of Dripping Springs do hereby agree:

The Agreement and the terms and conditions therein shall remain unchanged other than those sections and exhibits listed below.

Section 4. Payment for Services shall be replaced with the following:

The City will compensate Contractor in accordance with the fee structure contained in Contractor's proposal attached as Attachment "B". Contractor shall invoice City in accordance with Contractor's attached proposal. Invoices will be submitted monthly and payment is due within 30 days of City's receipt and approval of the invoice. If payment is not received by the 45th day after the invoice is received by the City, then Contractor may suspend services under the Agreement until all invoice amounts due are paid in full. The work schedule shall be extended the total amount of time after Contractor suspends services to the time payments are received. The total amount of this contract including all Task Orders will not exceed eight hundred thirty-four thousand three hundred sixteen dollars (\$834,316.00). Additional services and payment for additional services as relates to Attachment "A" must be approved in writing by the City prior to provision of such services.

Section 5. Duration shall be replaced with the following:

This Agreement shall be in effect for a period of five years, May 21, 2024, unless terminated as provided below or if all work associated with Agreement is completed. Contractor shall start work immediately after the execution of this Agreement.

Exhibit A shall be amended for an additional three (3) parcels for a total of 37 parcels with the following: (see attached)

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the day and year written below:

HDR ENGINEERING, INC. ("HDR")

CITY OF DRIPPING SPRINGS ("CODS")

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

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

NAME: Todd Warrix, P.E.

NAME: Ginger Faught

TITLE: Associate Vice President

TITLE Deputy City Administrator

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

# EXHIBIT "A"

## 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 counter offer process. Transmit City Staff any written counter offer from property owners including supporting documentation, and HDR's recommendation with regard to the counter offer.
- 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.

**ATTACHMENT "B"**  
**FEE STRUCTURE**  
**March 22, 2019**

Staff Title	Per Hour Rate
Real Estate Project Manager	\$175.00
Real Estate Principal	\$295.00
Appraiser (review)	\$160.00
Negotiation Agent I	\$128.00
Negotiation Agent II	\$135.00
Negotiation Agent III	\$165.00
Relocation Agent I	\$100.00
Relocation Agent II	\$144.00
Relocation Agent III	\$186.00
ED Coordinator	\$202.00
Technical Assistant I	\$71.00
Technical Assistant II	\$85.00
Technical Assistant III	\$103.00
Senior Admin	\$80.00

3% Escalation per Year on all Hourly Rates

<b>Subconsultant Fees</b>			
Service	Price	Quantity	Task Total
Initial Appraisal	\$2,000.00	34	\$68,000.00
Updated Appraisal	\$2,000.00	12	\$24,000.00
<b>Direct Expenses</b>			
Expense Type	Unit Cost	Quantity	Total
Mileage Actual Cost	0.58 ¢/mi	5,000	\$2,900.00
Printing and Copying Actual Cost	\$0.25	10,000	\$2,500.00
Postage Certified Mail Actual Cost	\$10.00	500	\$5,000.00
UPS Overnight Actual Cost	\$20.00	25	\$500.00