

Describing a specific agreement between Kimley-Horn and Associates, Inc. (the Consultant), and the City of Sanger, Texas (the Client) in accordance with the terms of the Master Agreement for Continuing Professional Services dated February 9, 2022 which is incorporated herein by reference.

Identification of Project: 061322300-02 I-35 Utility Relocations for TxDOT CSJ 0195-02-074

Project Understanding: This project consists of providing additional professional engineering services:

Specific scope of basic Services: Easement Acquisition Services

Task 4 – Easement Acquisition

The Consultant will provide the following professional services as specified in the “Project Understanding” section of this project:

ENGINEER will coordinate with the Real Estate Agent to aid in property acquisition services for up to five (5) hours per parcel.

ENGINEER will perform the following services for this task:

1. ENGINEER’s Real Estate Agent shall provide appraisals for proposed easements on up to three (3) parcels for the proposed lines. Appraisals will be approved by the City prior to beginning negotiations with property owners. The appraisals will be prepared by State Certified Appraisers in accordance with the Uniform Standards of Professional Appraisal Practice Act (USPAP). The appraisals will be suitable for use in condemnation proceedings, if necessary.
2. ENGINEER’s Real Estate Agent shall engage an independent Appraisal Reviewer to submit an Appraisal Review to accompany any appraisal completed for up three (3) parcels.
3. Provide property negotiation services for up to three (3) parcels for the proposed line as follows:
 - a. The offer to purchase the properties will be based on the appraisals as indicated above. The City will establish the value to be used in negotiation and the range of negotiating authority to be given to the right-of-way agent. ENGINEER’s Real Estate Agent will provide the services of qualified right-of-way agents to secure the required right-of-way for the project. The right-of-way agents will provide each property owner a copy of The Texas Landowner Bill of Rights, but will NOT be required to provide negotiation services under the Uniform Relocation and Acquisition Act (Uniform Act).
 - b. ENGINEER’s Real Estate Agent will negotiate on behalf of the City and utilize conveyance documents and other necessary forms as prescribed by the City. ENGINEER’s Real Estate Agent will provide a good faith effort to acquire the rights-of-way through a negotiation process, which will generally consist of three (3) contacts with the property owner, or his authorized representative. A maximum of five (5) total contacts will be provided to reach an agreement with the property owner, or to determine that further negotiations will be non-productive and that eminent domain actions will be necessary to acquire the property. If absentee owners are involved, the negotiations may be conducted via telephone, fax, or by mail. If the schedule for acquisition of the right-of-way or other factors arise, which make it expedient, travel outside the project area to meet with the absentee owners may be desirable. If such

events arise, the travel must be specifically authorized by the City. If such travel is authorized, the expenses involved, including the agent's services, will be considered additional services.

- c. The initial offer made to the property owner will be based on the value authorized by the City. All counter-offers by the property owner, along with ENGINEER's Real Estate Agent recommendations will be presented to the City for consideration. The City must establish and recommend such counter offers before ENGINEER's Real Estate Agent will be authorized to agree to the requested changes. All monetary offers made to the property owners will be within the limits authorized by the City in the various stages of the negotiation.
 - d. After reaching an agreement with the landowner on the consideration and all other terms of the transaction, ENGINEER's Real Estate Agent will forward to the City a Memorandum of Agreement (M/A) executed by the property owner to be ratified by the City. This M/A sets forth the compensation and any other terms and conditions agreed upon. The City will be responsible for obtaining the City's ratification and for returning the ratified M/A to ENGINEER's Real Estate Agent. ENGINEER's Real Estate Agent will then inform the Title Company that the parcel is ready for closing.
4. ENGINEER's Real Estate Agent will coordinate contacts with the CITY to deliver any payments to the Title Company prior to closing.
 5. This Scope of Services assumes that costs for Title Commitments, Title Policies and recording fees will be purchased by the City through the assistance of the Real Estate Agent. The amount paid for the Title Policies will not exceed premium amounts set by the Texas Department of Insurance and agreed upon in advance between the City and the Title Company. Any additional Title Company services such as recording fees shall be agreed upon in advance between the City and the Title Company. ENGINEER's Real Estate Agent will review liens or other exceptions reported in the Title Commitment. ENGINEER will coordinate the location and the effect of any utility easements. ENGINEER will report the results of the Title Commitment to the City, recommending the disposition of the exceptions. The decision whether the reported exceptions are acceptable or must be eliminated will be the responsibility of the City. Any action required to clear title is not included in the Scope of Work for this project, and if required, will be considered Additional Services.
 6. ENGINEER's Real Estate Agent will coordinate and attend all closings at the Title Company.
 7. ENGINEER's Real Estate Agent will confirm that the Title Company records all documents at the Cooke County Courthouse after closing.
 8. ENGINEER's Real Estate Agent will confirm that the Title Company forwards copies of all recorded documents to the City.

Additional Services if required: Any services not specifically provided for in the above scope, as well as any changes in the scope requested by the Client, will be considered additional services. Additional Services will be compensated on a reimbursable basis at the then current hourly rates. Consultant will not perform any Additional Services without Client's prior approval.

Services provided by Client: Client shall review and provide comments for various offer packets so Consultant can adhere to the project schedule.

Schedule: Consultant will begin services upon receipt of Notice to Proceed.

Deliverables: See items listed above under Scope of Services.

Method of compensation: Kimley-Horn will perform the Services on a labor fee plus expense basis. Labor fee will be billed on an hourly basis according to our then-current rates. See below for Task budget breakdowns.

Direct reimbursable expenses such as express delivery services, fees, air travel, and other direct expenses will be billed at 1.15 times cost. A percentage of labor fee will be added to each invoice to cover certain other expenses such as telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Administrative time related to the project will be billed hourly. All permitting, application, and similar project fees will be paid directly by the Client.

Based on current information, Kimley-Horn estimates that labor fees will be approximately \$42,415. Fee estimates in this Agreement are for general budgeting purposes only. Actual fees may be less or more than the estimates.

Service Items	Anticipated Units/Parcels	Unit/Parcel Rate	Fee Amount
Title and Closing Services	3	\$575.00	\$1,725.00
Negotiation Services	3	\$5,175.00	\$15,525.00
Appraisal Service (Land Only)	3	\$4,830.00	\$14,490.00
Appraisal Review Services	3	\$2,185.00	\$6,555.00
Engineer Assistance (hours)	15	\$275.00	\$4,120.00
TOTAL SERVICES FEE			\$42,415.00

All permitting, application, and similar project fees will be paid directly by the Client. Fees and expenses will be invoiced monthly based, as applicable, upon the percentage of services performed or actual services performed and expenses incurred as of the invoice date. Payment will be due within 25 days of your receipt of the invoice.

Other special terms of Individual Project Order: None.

ACCEPTED:

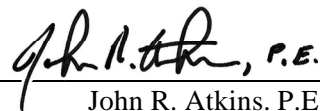
CITY OF SANGER, TEXAS

KIMLEY-HORN AND ASSOCIATES, INC.

BY: _____

John Noblitt

BY: _____

 John R. Atkins, P.E.

TITLE: City Manager

TITLE: Vice President

DATE: _____

DATE: 07/26/2023