

**CAMINO REAL REGIONAL MOBILITY AUTHORITY
BOARD RESOLUTION**

WHEREAS, the Camino Real Regional Mobility Authority (CRRMA) and the Village of Vinton, Texas (Vinton) have partnered in the development of the Valley Chile Road Project (Project), with the CRRMA agreeing to provide design services necessary for the Project; and

WHEREAS, Vinton has requested the CRRMA to provide certain right of way acquisition services for the Project, now that the design services are nearing completion; and

WHEREAS, the CRRMA wishes to utilize its general engineering consultant (GEC) to provide the requested right of way services, which necessitates an amendment to the existing work authorization for the Project, between the CRRMA and its GEC.

NOW, THEREFORE, BE IT RESOLVED BY THE CAMINO REAL REGIONAL MOBILITY AUTHORITY:

THAT the Executive Director be authorized to execute an **Amendment No. 1 to Work Authorization No. 40** with Atkins North America, Inc. (formerly known as Post, Buckley, Schuh, and Jernigan, Inc. (PBS&J)), including any additional documents or materials as may be required, for the provision of certain right of way acquisition services necessary for the advancement of the Valley Chile Road Project.

PASSED AND APPROVED THIS 12TH DAY OF MAY 2023.

**CAMINO REAL REGIONAL
MOBILITY AUTHORITY**

ATTEST:

Joyce A. Wilson, Chair

Dorothy M. (Sissy) Byrd
Board Treasurer / Secretary

APPROVED AS TO CONTENT:

Raymond L. Telles
Executive Director

WORK AUTHORIZATION NO. 40

AMENDMENT NO. 1

This **Amendment No. 1** to **Work Authorization No. 40** is made as of this _____ day of _____, 2023 (the “Amendment”), under the terms and conditions established in the AGREEMENT FOR GENERAL CONSULTING ENGINEERING SERVICES, dated as of July 24, 2015, (the “Agreement”), between the Camino Real Regional Mobility Authority (“Authority”) and Atkins North America, Inc. (“GEC”). This Amendment is made for the purposes identified below, consistent with the services defined in the Agreement.

The Authority and the GEC previously executed **Work Authorization No. 40** for the GEC to provide certain design oversight and support services for the Valley Chile Road Project (“Project”). This **Amendment No. 1** is intended to supplement **Work Authorization No. 40** to allow the GEC to also provide certain right of way acquisition services for the Project. The terms and additional compensation for this Work Authorization are more fully enumerated herein.

Therefore, and in consideration of the mutual covenants and agreement between the parties, the Authority and GEC hereby agree to the following.

Section A. – Scope of Services

The GEC shall provide additional general engineering support and related services to the Authority pursuant to and in accordance with **EXHIBIT A-1** to this Amendment, which is attached hereto and incorporated herein for all purposes.

Section B. – Schedule

The GEC shall commence the performance of the additional services contemplated herein, upon execution of this Amendment.

Section C. – Compensation

In return for the performance of the additional services requested herein, the Authority shall pay to the GEC an additional not to exceed amount of ONE HUNDRED-THIRTY THOUSAND THREE HUNDRED FIFTY-THREE AND 32/100 DOLLARS (\$130,353.32), based on the Fee Estimate Summary, which is attached hereto for all purposes as **EXHIBIT B-1**. Accordingly, the total not to exceed amount from **Work Authorization No. 40** and this **Amendment No. 1** shall be TWO HUNDRED NINETY-EIGHT THOUSAND THREE HUNDRED-FORTY AND 55/100 DOLLARS (\$298,340.55). Compensation shall be made in accordance with the Agreement. Invoices shall continue to be provided by the GEC in accordance with **EXHIBIT C** of **Work Authorization No. 40**.

[SIGNATURES BEGIN ON THE FOLLOWING PAGE]

Except to the extent expressly modified herein, all terms and conditions of the Agreement shall continue in full force and effect.

Authority: Camino Real Regional Mobility Authority GEC: Atkins North America, Inc.

Signature:	_____	Signature:	_____
By:	<u>Raymond L. Telles</u>	By:	_____
Title:	<u>Executive Director</u>	Title:	_____
Date:	_____	Date:	_____

CAMINO REAL RMA
EXHIBIT A-1
WORK AUTHORIZATION NO. 40
AMENDMENT NO. 1

SERVICES TO BE PROVIDED BY THE GEC

INTRODUCTION

The scope of this Work Authorization No. 40 Amendment No. 1 covers the services requested of the GEC for Right of Way Acquisition, Appraisal, Appraisal Review, and Title services for the Valley Chile Road Project.

1. TASK 1 - RIGHT OF WAY ACQUISITION SERVICES

a. ROW Cost Estimate

- Not needed.

b. Project Management Services (“Project Management”)

- GEC shall prepare and deliver one monthly invoice for each active Work Authorization. Prepare invoices utilizing standard payment submission forms with supporting documentations. Supporting documentation requirements are determined by the AUTHORITY.
- GEC shall prepare initial property owner contact list.
- Information gathering on four (4) parcels will be coordinated along with the project designer in order to present the different options to the AUTHORITY in to determine what parcels would be needed to be acquired.
- GEC shall attend monthly status meetings with date, required attendees, time and location to be determined by the AUTHORITY.
- GEC shall at a minimum, provide a monthly written report on the status of service tasks completed and service tasks remaining in order to bring each parcel into possession.
- GEC will coordinate all required right of way related activities with the project surveyor, title company, appraiser, review appraiser, acquisition agents, relocation agents, condemnation support staff and condemnation attorney(s).
- GEC will conduct weekly or bi-weekly right of way acquisition status meetings with project personnel to update status and identify action items.
- GEC will report project status to the AUTHORITY as requested.
- GEC shall coordinate with staff and Contractors that have the responsibility of utility accommodation, coordination, and verification that result in the adjustment of utilities such that construction of the transportation project can proceed without delay.

- Electronic parcel files must be kept with permanent records transferred to the AUTHORITY. GEC shall maintain working files in the GEC's project management office. GEC shall electronically submit all documents generated or received by the GEC to the AUTHORITY office. Upon closing of parcel, GEC shall transfer all remaining documents not previously submitted. GEC shall submit documents required to be hard copies as generated.
- GEC shall maintain records of all payments including, but not limited to, warrant number, amount, and date paid.
- GEC shall maintain copies of all correspondence and contacts with property owners.
- If requested, the GEC shall provide satisfactory proof of a current real estate broker license. At a minimum, the GEC shall provide such proof immediately prior to the issuance of each new Work Authorization.

c. Negotiation Service

- GEC shall analyze preliminary Title Commitment report to determine potential title problems. This includes analysis of access easements.
- GEC shall secure Title Commitment updates in accordance with insurance rules and requirements for parcel payment submissions. There should not be any changes at this point, but if there are changes (such as abstractor's fees) these costs must be reimbursed to the GEC as pass-through costs.
- GEC shall analyze appraisal and appraisal review reports and confirm the approved value prior to making an offer for each parcel.
- GEC shall prepare and send the letter transmitting the Landowners' Bill of Rights by Certified Mail-Return Receipt Requested (CMRRR).
- GEC shall provide property description to the property owner.
- GEC shall prepare all documents required or requested by the AUTHORITY on applicable forms. (i.e.; the initial offer letter, memorandum of agreement, instruments of conveyance)
- GEC shall send the written offer, appraisal report and required brochures to each property owner or the property owner's designated representative through CMRRR; maintain coordination of all closing activities, including but not limited to following-up on contacts and securing the necessary instruments upon acceptance of the offer; and retain copies of the unsigned CMRRR receipt and the appraisal as support for billing purposes.
- GEC shall respond to property owner inquiries verbally and in writing within two business days.
- GEC shall prepare a separate negotiator contact report for each parcel, per contact, on applicable forms.
- The curative services necessary to provide a clear title are the responsibility of the GEC and thus are part of the GEC's fee for Negotiation Services and Condemnation Support Services. Curative services do not include costs and expenses that qualify as payment of incidental expenses to transfer real property. Incidental expenses not paid to the title company are reimbursed as a pass-through cost.
- GEC shall have direct contact with the title company to obtain an updated Title

Commitment along with other forms and certified copies of the instrument of conveyance necessary when requesting the parcel payment through the AUTHORITY.

- All original documents generated or received by the GEC must be delivered to AUTHORITY. Copies or working file documents must be kept by the GEC.
- GEC shall maintain parcel files of original documentation related to the purchase of the real property or property interests.
- GEC shall provide closing services in conjunction with the title company and shall be required to attend closings. In the event of a closing by mail, title work must be reviewed prior to the closing by mail and again prior to recording of the instrument.
- GEC shall record all original instruments immediately after closing at the respective county clerk's office.
- GEC shall advise property owner of the administrative settlement process, assist them with the preparation of a counteroffer package, and shall transmit any written counteroffer from property owners including applicable forms, supporting documentation and written comments with regard to Administrative Settlements in accordance with the AUTHORITY's policy and procedures.
- GEC shall secure title insurance for all parcels acquired, insuring acceptable title. Written approval by the AUTHORITY is required for any exception.
- GEC shall appear and provide Expert Witness testimony as required.
- GEC shall follow current TxDOT guidelines when negotiating parcels.

d. Relocation Assistance Services for Residential, Business, and Personal Property

- GEC shall provide advance notice of the date and time of the initial meeting with the Displacee regarding the Appraiser's and Relocation Agent's inspection of the subject property. Relocation Agent will determine the type, needs and eligibility of the Displacee(s) based on the inventory within the proposed right of way and interview with affected Displacee.
- GEC shall notify all approved Displacees of eligibility for relocation assistance. At the time of initial contact, the GEC shall provide Displacees, that are approved by the AUTHORITY, with a Relocation Assistance Packet consisting of the following approved TxDOT forms:
 1. Parcel advisory services record
 2. Certificate of eligibility
 3. Relocation Assistance Brochure
- GEC shall provide on-going relocation assistance and advisory services to Displacees affected by the acquisition of right of way in accordance with federal and state mandates. On-going advisory services include monitoring the move and any necessary relocation activities taken by the Displacee. Frequency and manner for monitoring the move must match the complexity of the relocation, however, in an effort to control travel expenses, agents will make in-person site visits with property owners only when necessary and documented in the contact log portion of the required forms to be submitted at close out.
- GEC shall deliver the 90 day notice and benefits package at the same time as the written offer to purchase is delivered.

- GEC shall provide 30-day notice to vacate once the AUTHORITY has possession of the property. The Displacee must be given a minimum of 90 days' notice prior to being required to vacate.
- GEC shall immediately notify the AUTHORITY if the Displacee does not vacate the premises after 30-day notice expires.
- GEC shall prepare all relocation claims on appropriate forms and in accordance with TxDOT policies and procedures.
- GEC shall coordinate, and monitor moves with displaced, business owners, tenants, and with moving companies in accordance with TxDOT procedures.
- Relocation Agent must maintain relocation contact logs on appropriate TxDOT forms journaling all attempted and completed contacts with all parties, including descriptions of the reasons and outcome for each contact. Copies of all Displacees' emails with date and time sent must be captured in the GEC's relocation contact logs.
- Relocation Agent must:
 - Be available for any relocation appeals and meetings.
 - Prepare all relocation payment claim submissions for all Displacees in accordance with TxDOT guidelines.
 - Deliver warrants in accordance with TxDOT guidelines.
 - Issue Relocation Assistance Program Surveys to all Displacees.
- GEC shall provide an executed certification of eligibility with all Displacee claims.
- GEC shall maintain relocation file in compliance with TxDOT policies and procedures.

e. Condemnation Support Services

- GEC shall prepare the final offer letter and mail the documents of conveyance by CMRRR.
- The GEC shall, upon receipt of a copy of the final offer, request an updated Title Commitment for Eminent Domain from the title company.
- 15 days following the landowners' receipt of the final offer letter, the GEC shall prepare a packet containing all pertinent documents necessary for the preparation of eminent domain proceedings. The eminent domain package will be submitted to the AUTHORITY, Village of Vinton, and/or their designated outside counsel.

2. TASK 2 – APPRAISAL AND APPRAISAL REVIEW SERVICES

- GEC shall select and use only Appraisers from the list of TxDOT Certified Appraisers on the TxDOT website.
- All appraisal services must comply with the Uniform Standards of Professional Appraisal Practice (“USPAP”) and Texas Law.

a. Initial Real Estate Appraisal Services

- Appraisers must provide advance notice of the date and time of their appraisal inspections of the subject property to the GEC Project Manager in order to coordinate the Appraiser's inspection with (if applicable and practical) the initial interview with the Displacee by the Relocation Agent.

- GEC shall prepare and conduct personal pre-appraisal contact with interest owners or their designated representative for each parcel and offer opportunity to accompany the Appraiser and Relocation Agent on the inspection of the subject property. The written contact documents must use acceptable forms, and the records of contact must be part of the parcel file.
- With the information from the GEC, the Appraiser must secure permission from the owner to enter the property from which real estate is to be acquired. If after diligent effort the Appraiser is unable to secure the necessary permission from the property owner, a written waiver must be obtained from the AUTHORITY. The permission or written waiver must be incorporated into the appraisal reports.
- The assignment for an initial and update appraisal are two separate and distinct appraisal assignments. The fee for each assignment must be reflective of the complexity of the specific individual assignment.
- For an initial appraisal assignment, the Appraiser must prepare an appraisal report for each parcel to be acquired utilizing applicable forms. These reports must conform to TxDOT policies and procedures along with the Uniform Standards of Professional Appraisal Practice as promulgated by the Appraisal Foundation.
- As necessary, GEC shall prepare written notification to the AUTHORITY of any environmental concerns associated with the right of way to be acquired, which may require environmental re-mediation.
- All completed appraisals must be administratively reviewed and recommended for approval.
- Processing monthly invoices for appraisal services will not be delayed for the purpose of the completion of the administrative review.
- GEC coordinates with the Review Appraiser (if applicable) regarding revisions, comments, or additional information that might be required.
- The Review Appraiser must coordinate with the Appraiser.

b. Appraisal Review Services

- Review Appraiser must review all appraisal reports for each parcel to determine consistency of values, supporting documentation related to the conclusion reached, compliance with TxDOT policies and procedures and the USPAP.
- Review Appraiser must prepare and submit applicable forms for each appraisal review assignment.
- The assignment for the review of an initial and update appraisal are two separate and distinct appraisal review assignments. The fee for each review assignment must be reflective of the complexity of the specific individual review assignment.
- The review appraiser shall review appraisal reports for the purposes of establishing compensation and eminent domain purposes.
- The review appraiser will recommend the appraisal reports for approval or acceptance, by use of the form Tabulation of Values which serves as the appraisal review report for the reviewer.
- The appraisal reviews of appraisal reports will be performed within the requirements of the TxDOT appraisal standards stated in Chapter 3 Valuation -

Legal Aspects & Policy; Standard 3: Appraisal Review, Development and Reporting of USPAP and Standard C of Standards of Valuation Practice (Uniform Appraisal Standards for Federal Land Acquisitions). Recognized methods and techniques of credible appraisal reports and reviews which are taught in appraisal courses and found in texts and publications should also be a reference for the review appraiser.

- Appraisal reviews that require a conclusion, approval, agreement or release of a value shall constitute a “technical review” and will comply with the related requirements.

c. Update Appraisal Preparation and Testimony Services

- For an updated appraisal, the Appraiser must prepare an updated appraisal report for each parcel to be acquired utilizing applicable forms. These reports must conform to TxDOT policies and procedures along with the Uniform Standards of Professional Appraisal Practice.
- Beyond delivery of the appraisal assignments, the Appraiser may be called to provide preparation and testimony for a Special Commissioners Hearing (“Hearing”). For this appraisal assignment, the fee for the preparation time and testimony are separate from the initial and update assignment.

3. TASK 3 – TITLE SERVICES

a. Title Examination

- Community National Title (“CNAT”) will provide title examination and closing services for the Valley Chile Road project on behalf of the AUTHORITY and The Village of Vinton. Services rendered will include the following:
- Upon receipt of a legal description of the parcel(s) required from the project surveyor, CNAT will provide a title commitment to the GEC indicating current ownership along with a copy of the vesting documents to support Schedule A. CNAT will also provide to the GEC all recorded documents shown as exceptions to title on Schedule B of the title commitment and all documents shown as title curative requirements on Schedule C of the title commitment. The GEC will depend on this information to deliver clear title to the parcels being acquired.
- CNAT will provide updates to title commitment as required by the GEC though the life cycle of the project.
- If a parcel to be acquired requires acquisition by eminent domain, CNAT will review pleadings to confirm that the condemnation proceeding will dispose of all interests and vest fee simple title in the AUTHORITY and/or the Village of Vinton.

b. Title Policy

- CNAT will serve as escrow agent and provide closing services upon their receipt of funds for the parcel being acquired. CNAT will prepare settlement statements on applicable forms along with other affidavits or closing requirements. CNAT will provide these documents to the GEC for review and execution, as required, prior to closing.
- CNAT will provide in person closings or mail outs to owners as necessary.

- CNAT will disburse funds to sellers, with all normal closing costs to be charged to the AUTHORITY and/or the Village of Vinton.
- All deeds and required title curative documents will be appropriately recorded with the County Clerk of El Paso County.
- CNAT will deliver an owner's policy of title insurance to the AUTHORITY and/or the Village of Vinton, showing said entity as the named insured.
- CNAT will comply with any special requirements (such of deletion of survey exception) or other requirements as specified by the AUTHORITY and the Village of Vinton.

4. ASSUMPTIONS

- Right of Way Maps and Final Surveys to be provided by the AUTHORITY upon issuance of Work Authorization to GEC.
- It is the understanding that there could be either one (1) Parcel or up to three (3) parcels to be acquired under TxDOT LPA process, with probably one (1) Parcel requiring condemnation support services.
- The Village of Vinton or their outside counsel will coordinate and handle all condemnation proceedings.
- Hourly rates and overhead rates shown in Exhibit B are estimates or averages used for the purpose of establishing the not to exceed budget for this work authorization.
- Property Management, disposal of property, and required demolition activities will be provided by the AUTHORITY or Village of Vinton.

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ACRONYMS AND DEFINITIONS

1. ACRONYMS

- 1.1. **AUTHORITY** – Camino Real Regional Mobility Authority (CRRMA)
- 1.2. **CMRRR** - Certified Mail Return Receipt Requested
- 1.3. **ROW** - Right of Way
- 1.4. **TxDOT** - Texas Department of Transportation (Department)
- 1.5. **USPAP** - Uniform Standards of Professional Appraisal Practice 2018-2019 Edition as promulgated by the Appraisal Standards Board of The Appraisal Foundation

2. DEFINITIONS

- 2.1. **Appraisal** - The act or process of developing an opinion of value of or pertaining to appraising and related functions such as appraisal practice or appraisal services. (Source: USPAP 2018 – 2019 edition)
- 2.2. **Appraisal Review** - The act or process of developing and communicating an opinion about the quality of another Appraiser’s work that was performed as part of an appraisal or appraisal review. (Source: USPAP 2018 – 2019 edition)
- 2.3. **Appraiser** - One who is expected to perform valuation services competently and in a manner that is independent, impartial, and objective. (Source: USPAP 2018 – 2019 edition)
 - 2.3.1. **Department-Certified Appraiser** - An Appraiser certified by TxDOT to perform real estate appraisal services and who has an active state-certification by the Texas Appraiser Licensing and Certification Board.
 - 2.3.2. **State-Certified General Appraiser** - An individual that is certified as a General Real Estate Appraiser by the Texas Appraiser Licensing and Certification Board which carries the authorization to appraise all types of real property without regard to complexity or transaction value. The term “State-Certified General Appraiser” can be used interchangeably with “Real Estate Appraiser” and “Appraiser.”
- 2.4. **Real Estate Appraiser (Department Certified)** - An individual licensed to provide real estate appraisal services in the State of Texas and certified by TxDOT. The terms “Appraiser,” “Real Estate Appraiser,” and “Department-Certified Real Estate Appraiser” are used interchangeably.
- 2.5. **Review Appraiser** - The term “Review Appraiser” is used when referencing a Department-Certified Real Estate Appraiser that is performing Appraisal Review Services for the Department and is signing and certifying the review document.
- 2.6. **Work Authorization** - A written and executed authorization to begin work. The Work Authorization includes a detailed scope of work as well as a contract period and maximum amount payable that does not exceed the time or money restrictions specified in the prime contract.
- 2.7. **Work Authorization Amendment** – An amendment to a work authorization.

[END OF EXHIBIT]

**EXHIBIT B-1
Fee Schedule/Budget**

FEE ESTIMATE SUMMARY	
EXHIBIT B	April 12, 2023
Valley Chile Road ROW Work Authorization #40 Amendment #1	
<u>TASK</u>	<u>TOTAL</u>
Task 1 - Right of Way Acquisition Services	\$ 79,562.22
Task 2 - Appraisal Services	\$ 36,491.10
Task 3 - Title Services	\$ 10,300.00
Other Direct Costs	\$ 4,000.00
TOTAL	\$ 130,353.32

MONTH	1.0	2.0	3.0	4.0	5.0	6.0	7.0	8.0	9.0	10.0	11.0	12.0	13.0	14.0	15.0	16.0	17.0	18.0	Hourly Rate	Burden Rate	Sum Hrs.	Total Dollars
Task 1 - Right of Way Acquisition Services																						
a. Project Management																						
Sr. Technical Manager I	1	3	3	3	3	3	3	3	3	2	2	2	2	0.5	0.5	0.5	0.5	0.5	\$73.72	\$212.63	36	7,548.37
Contracts Administrator II	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	\$34.00	\$98.07	36	3,530.52
Project Supervision	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	\$101.31	\$292.21	36	10,519.56
Project Manager	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	\$55.00	\$158.64	72	11,422.08
Sub-Total																						33,020.53
b. Negotiation																						
Sr. ROW Agent III		14	17	20	20	20	20	20	20	20	20	20							\$57.33	\$165.36	211	34,890.96
Document Control Coordinator I	1	2	2	3	3	3	3	3	3	3	3	3							\$27.92	\$80.53	32	2,576.96
Sub-Total																						37,467.92
c. Relocation Assistance																						
Technical Director			1	1	1	1	1	1	1	1	1	1	1						\$93.78	\$270.49	11	2,975.39
Sr. ROW Agent II			3	3	3	3	3	4	4	4	4	4	4						\$42.93	\$123.82	39	4,828.98
Sub-Total																						7,804.37
d. Condemnation Support																						
Sr. ROW Agent II			1	1	1	1	1	1	1	1	1	1							\$44.01	\$126.94	10	1,269.40
Sub-Total																						1,269.40
Total Task 1																						79,562.22
Task 2 - Appraisal Services																						
a. Initial Appraisal																						
Senior Appraiser	44	45																		\$225.00	89	20,025.00
Sub-Total																						20,025.00
b. Appraisal Review																						
Sr. ROW Agent III	19	19										5	5						\$61.15	\$176.38	48	8,466.10
Sub-Total																						8,466.10
c. Update Appraisal																						
Senior Appraiser												16	16							\$250.00	32	8,000.00
Sub-Total																						8,000.00
Total Task 2																						36,491.10
Task 3 - Title Services																						
a. Title Examination																						
CNAT - Examination Fee	5.0	4.0																		\$225.00	9.0	2,025.00
CNAT - Escrow Fee	5.0	5.5																		\$550.00	10.5	5,775.00
Sub-Total																						7,800.00
b. Title Policy																						
CNAT - Policy Premium										1	1	1	1							\$1,000.00	3	2,500.00
Sub-Total																						2,500.00
Total Task 3																						10,300.00
Other Direct Costs																						
Rental Car - Per Day	2																			\$85.00	2	170.00
Travel - Flights, Lodging, Per Diem, Mileage	1																			\$1,000.00	1	1,000.00
Miscellaneous - Postage, Filing Fees, etc.	1																			\$2,830.00	1	2,830.00
Sub-Total																						4,000.00
TOTAL=																						130,353.32

[END OF EXHIBIT]