

ATTACHMENT A

TASK ORDER NO. 02

Pursuant and subject to the above captioned MSA dated between City of Saginaw, Texas (CLIENT) and Cobb, Fendley & Associates, Inc. (CONSULTANT). CLIENT hereby requests that CONSULTANT performs the work described below upon the terms set forth:

CLIENT PROVIDED INFORMATION:

Work Site: FM 156 @ E Industrial Blvd/Cantrell Sansom Rd
Work to Be Performed: Parcel Survey and Right of Way Services
Drawings, plans, specifications (are) (are not) attached: Are not
Date and Time to Commence: Upon Notice to Proceed
Date and Time to Complete: Approximately 5-7 months after the Work to Be Performed commences
Equipment, vehicles, tools, materials, supplies to be furnished or obtained through third parties by CLIENT (if any): None
Invoice Mailing Instructions: _____
Other Requirements or Variance from MSA (if any): _____

CONSULTANT PROVIDED INFORMATION:

Compensation: \$50,900.00
Billing Terms: Percent complete, according to Exhibit "B"

Scope of Work:
See Exhibit "C"

ACCEPTANCE:

The foregoing TASK ORDER is accepted on the terms set forth as indicated by the signatures below.

CONSULTANT:

COBB, FENDLEY & ASSOCIATES, INC.

By: _____

Printed Name: _____

Title: _____

Date: _____

CLIENT:

CITY OF SAGINAW, TEXAS

By: _____

Printed Name: _____

Title: _____

Date: _____

Exhibit "B"

FM 156 @ Cantrell Sansom

ROW Services Fee Schedule (assuming TxDOT oversight/standards)

Parcel ID	Property Owner	Title Abstract / Escrow	Rights of Entry	Parcel Plat/Legal & Set Type II Monuments	Appraisal	Appraisal Review	Negotiation Services	Closing Services	Totals	Notes
06975712	Fuel City Saginaw LLC	\$1,000.00	\$500.00	\$13,000.00			\$2,500.00	\$750.00	\$17,750.00	Seeking donation, will pursue waiver of appraisal
02319179	QT South LLC	\$1,000.00	\$750.00	\$3,650.00	\$4,500.00	\$1,800.00	\$5,000.00	\$750.00	\$17,450.00	Seeking donation, will pursue waiver of appraisal
41563190	MOUNTAIN BMTX001 LL	\$1,000.00	\$750.00	\$2,900.00	\$4,500.00	\$1,800.00	\$4,000.00	\$750.00	\$15,700.00	Seeking donation, will pursue waiver of appraisal
Subtotals		\$3,000.00	\$2,000.00	\$19,550.00	\$9,000.00	\$3,600.00	\$11,500.00	\$2,250.00	\$50,900.00	

*Not Included - TxDOT ROW Map, Condemnation Support Services, Appraisal/Appraisal Review Updates, Appraiser Hearing Prep/Testimony, Title Policy/Escrow Fees

Exhibit “C”

FM 156 Project

October 5, 2022

Scope of Work

Client: City of Saginaw

ROW Consultant: CobbFendley

1) Project Management

a) Communication

- i) Prepare and deliver regular monthly invoices. Invoices will be provided to Client within Fourteen (14) days after the last day of each month.
 - (1) CobbFendley will pay all subcontractors for work performed within ten (10) days after payment is received from Client.
- ii) Prepare initial property owner contact list.
- iii) Attend status meetings as requested with Client and Project Team. The attendance of the status meetings will be on an as needed basis, as requested by Client.
- iv) Prepare and deliver a monthly written report to Client on the status of service, tasks completed, and service tasks remaining, in order to bring each parcel into possession of the Client.

b) File Management

- i) All project and parcel documents will be kept in the CobbFendley Fort Worth office and on the CobbFendley computer server, with permanent records in digital/electronic format transferred to the Client, once project is complete.
- ii) Maintain records of all payments to property owners including amount and date paid. Electronic copies will be provided to the Client.
- iii) Maintain copies of all correspondence and contacts with property owners. Electronic copies will be provided to the Client at the end of the project or upon request.

2) Survey

a) Right-of-Way (ROW) Data

- i) Prepare full boundary and topographic survey of the intersection of FM 156 and Samson Cantrell in Saginaw, Texas, within the following limits:
 - (1) 500' East and West of FM 156
 - (2) 200' North and South of Cantrell Sansom
 - (3) 25' beyond highway limits for topo
- ii) The Surveyor will perform a boundary survey in accordance with accepted Survey practices in the State of Texas of the above described existing public and adjoining private property boundaries within the project limits to determine all current surface property ownership and

Exhibit “C”

interests. These can include but are not limited to: private property, public right of ways, easements. No mineral interests will be required.

- iii) The Surveyor will prepare an abstract map showing all surface property interests of public record.
- iv) Upon receiving a final layout of the proposed Right of Way, baseline alignment and roadway improvements, the Surveyor will prepare property descriptions for the proposed acquisition.
- v) The Texas Coordinate System of 1983 (NAD83 State Plane Coordinates) and NAVD88 Vertical Datum, with values in US Survey Feet, will be used as the basis for all coordinates derived for this project, unless otherwise directed by the Client.
- vi) The Surveyor will prepare a Property Description for each parcel or tract.
 - (1) Metes and bounds description of the property and (2) a parcel plat.
 - (2) Each part of a Property Description will be signed and sealed by a RPLS.
- vii) Prepare a TxDOT ROW Map including approximately 1000' east-west and 500' north-south at this intersection, once all parcels are acquired and construction is finished, including setting nine permanent (Type II) TxDOT ROW monuments.

3) Right of Entry

- a) Research property ownership
- b) Maintain copies of correspondence and contacts with property owners.
- c) Contact property owner by phone and/or letter requesting signature on the Right of Entry Agreement (ROE).
- d) Seek to obtain signed ROE from property owner for the purposes outlined by Client.
- e) Transmit copies of the signed ROEs to Client.

4) Real Estate Appraisal Services

- a) Appraiser will prepare and conduct personal pre-appraisal contact with interest owners or their designated representative for each parcel and offer opportunity to accompany the Appraiser on the inspection of the subject property.
- b) As necessary, prepare written notification to the Client of any environmental concerns associated with the right of way to be acquired that could require environmental re-mediation.
- c) Appraisal Report
 - i) Appraiser will prepare an appraisal report for each parcel to be acquired in compliance with the Uniform Standards of Professional Appraisal Practice as promulgated by the Appraisal Foundation and in compliance with TxDOT policies and procedures.

5) Real Estate Appraisal Review Services

- a) Review Appraiser will review all appraisal reports for each parcel to determine consistency of values, supporting documentation related to the conclusion reached, and compliance with TxDOT policies and procedures as well as the Uniform Standards of Professional Appraisal Practice.

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6) Negotiation Services

- a) CobbFendley will analyze preliminary Title Commitment report to determine potential title problems and prepare a title curative plan outlining methods to cure title deficiencies.
- b) Secure Title Commitment updates in accordance with insurance rules and requirements for parcel payment submissions.
- c) CobbFendley will analyze appraisal report(s) and confirm the Client approved value prior to making offer for each parcel.
- d) CobbFendley will prepare and send the letter transmitting the Landowner's Bill of Rights by Certified Mail-Return Receipt Requested (CMRRR) to owner of each parcel.
- e) CobbFendley will prepare all documents required on forms approved by the Client and in compliance with State and Federal laws. (i.e.; the initial offer letter, purchase agreement, instruments of conveyance)
- f) CobbFendley will send the written offers and appraisal report(s) to each property owner or the property owner's designated representative through CMRRR.
- g) Maintain follow-up contacts and secure the necessary instruments upon acceptance of the offer for the closing.
- h) CobbFendley will respond to property owner inquiries verbally and in writing within two (2) business days.
- i) CobbFendley will prepare and maintain a contact log for each parcel.
- j) CobbFendley will advise property owner of counteroffer process, assist them with the preparation of the counteroffer package, and will transmit written counteroffer to Client.
- k) The curative services necessary to provide a clear title to the Client are the responsibility of CobbFendley and thus are part CobbFendley's fee for Negotiation Services. Fees charged by financial institutions to process lien releases or title insurance fees will be passed through without mark-up and are not included in the CobbFendley services fee.
- l) CobbFendley performs closing services in conjunction with the Title Company and will attend closings. In the event of a closing by mail, title work will be reviewed prior to the closing by mail and again prior to recording of the instrument.
- m) CobbFendley will cause the recordation of all original instruments immediately after closing at the County Clerk's Office, except for donations, which must be forwarded to the Client for acceptance prior to recording. These recording costs are reimbursed as pass-through costs.
- n) CobbFendley will secure title insurance for all parcels acquired, insuring acceptable title to the Client. Written approval by the Client is required for any exception. Title insurance costs will be reimbursed as pass-through costs.

7) Condemnation Support Services (Pre-Hearing Support)

- a) CobbFendley will, upon receipt of a copy of the final offer by parcel owner, request an updated Title commitment for Eminent Domain from the Title Company.

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- b) CobbFendley will prepare and provide a memo requesting condemnation proceedings using information from the Title Commitment and all other available sources to join all interested parties.
- c) CobbFendley will prepare and deliver to Client packets containing all documents and contents of the parcel file.
- d) Beyond delivery of items listed above, any fees for the preparation, time and testimony provided by CobbFendley or the appraiser(s), related to any condemnation hearing proceedings, will be handled by the Client.

8) To be provided by Client

- a) Copies of all appraisal reports produced or acquired by the Client relating specifically to each parcel prepared in the last 10 years.
- b) Schematics and plans of project.
- c) Timely reviews and approval of all submissions.
- d) All necessary standard forms and brochures.
- e) Process and issue all payments of approved purchase prices for each parcel, relocation payments, and incidental expenses involved in the transfer of property to the Client.
- f) Fees charged by financial institutions to process lien releases or title escrow fees.
- g) Final approval for all appraisals, relocation supplements, and relocation move payments, including paying movers for a cost estimate for moving personal property.
- h) Payment of costs of incidental expenses required to transfer real property to the Client.
- i) Responsible for the disposal of property and the accommodation, coordination, verification and adjustment of utilities.