

EXHIBIT A
WORK AUTHORIZATION NO. 72

SERVICES TO BE PROVIDED BY THE GEC

INTRODUCTION

The scope of this **Work Authorization No. 72** covers the services requested of the GEC for Appraisal, Appraisal Review, Title, Right of Way Project Management, Survey (metes and bounds) and negotiation services for the Horizon City Transit Center acquisition of seven (7) parcels and other types of Right of Way review services of the following Town of Horizon City Project:

- Town of Horizon City Delake ROW

Payment for work performed under this work authorization is subject to the Agreement for General Engineering Consulting Services between the Authority and the GEC.

TASK 1 - RIGHT OF WAY ACQUISITION SERVICES

- **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 attend monthly status meetings with date, required attendees, time and location to be determined by the AUTHORITY.
 - 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.
- **Negotiation Service**
 - GEC shall prepare initial property owner contact list.
 - 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.
 - 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 a parcel, GEC shall transfer all remaining documents not previously submitted. GEC shall submit documents required to be hard copies as generated.

- GEC shall maintain copies of all correspondence and contacts with property owners.
- GEC shall maintain records of all payments including, but not limited to, warrant number, amount, and date paid.
- 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; any such costs must be approved by the AUTHORITY in advance.
- 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.
- Securing Possession and Use Agreement for Transportation Purposes with Additional Payment of Independent Consideration (PUAIC) is part of general Negotiation Services. GEC shall explain and provide the opportunity for the property owner to execute a PUAIC in accordance with the AUTHORITY or TxDOT policy and procedures.
- GEC shall prepare all documents required or requested by the AUTHORITY on applicable TxDOT 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 TxDOT 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 but must be approved by the GEC in advance.
- 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.
- **Condemnation Support Services**
 - In the event acquisition efforts by the GEC are unsuccessful, GEC shall prepare and send all final file documents to the Town of Horizon City and or their designated outside counsel required to initiate eminent domain activities.

TASK 2 - APPRAISAL AND APPRAISAL REVIEW SERVICES

- GEC shall select and use only Appraisers certified by the Texas Appraiser Licensing and Certification Board (TALCB). The selected appraiser should also possess additional credentials from recognized appraisal professional organizations.
- All appraisal services must comply with the Uniform Standards of Professional Appraisal Practice ("USPAP") and applicable Texas Law.
- **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. The appraiser shall also contact the property owner prior to their inspection for each parcel and offer each owner the opportunity to accompany the Appraiser and Relocation Agent on the inspection of the subject property. The records of contact shall 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 shall prepare an appraisal estimating total compensation for each parcel to be acquired in a format that conforms to and complies with Standard 2-2(a) of the USPAP for an “Appraisal Report” 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.

- **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 and the USPAP.
- Review Appraiser shall prepare and submit an appraisal review report which complies with content in Standard 4-2 of the USPAP 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 total compensation for eminent domain purposes.
- The review appraiser will recommend the appraisal reports and total compensation for approval or acceptance, by use of a report which complies with Standard 4-2 of USPAP, which serves as the appraisal review report for the reviewer.
- The appraisal reviews of appraisal reports will be performed within the requirements of the USPAP and with acceptable appraisal review standards for eminent domain purposes. 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.

- **Update Appraisal Preparation and Testimony Services**

- For an updated appraisal, the Appraiser must prepare an update for each parcel to be

acquired which complies with Standard 2-2(a) or with Advisory Opinion AO-3 of USPAP. These reports shall in all ways conform and comply with USPAP.

- 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.

TASK 3 - TITLE SERVICES

- **Title Examination**

The GEC will provide title examination and closing services for the project through a subcontractor on behalf of the AUTHORITY and Town of Horizon City. Services rendered will include the following:

- Upon receipt of a legal description of the parcel(s) required from the project surveyor, the GEC will provide a title commitment indicating current ownership along with a copy of the vesting documents to support Schedule A. The GEC will also provide 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.
- The GEC will provide updates to title commitment as required by the AUTHORITY through the life cycle of the project.
- If a parcel to be acquired requires acquisition by eminent domain, the GEC will review pleadings to confirm that the condemnation proceeding will dispose of all interests and vest fee simple title in the AUTHORITY and/or Town of Horizon City.

- **Title Policy**

The GEC, through a subcontractor, will serve as escrow agent and provide closing services upon receipt of funds for the parcel being acquired, including the following:

- The GEC will prepare settlement statements on a HUD-1 form along with other affidavits
- or closing requirements. The GEC will provide these documents to the AUTHORITY for review and execution, as required, prior to closing.
- The GEC will provide in person closings or mail outs to owners, as necessary.
- The GEC will disburse funds to sellers, with all normal closing costs to be charged to the AUTHORITY and/or Town of Horizon City.
- All deeds and required title curative documents will be appropriately recorded with the County Clerk of El Paso County.
- The GEC will deliver an owner’s policy of title insurance to the AUTHORITY and/or Town of Horizon City, showing said entity as the named insured.
- The GEC will comply with any special requirements (such of deletion of survey exception) or other requirements as specified by the AUTHORITY and Town of Horizon City.

TASK 4 - METES AND BOUNDS SERVICES

All surveying will comply with the Professional Land Surveying Practices Act, Article 5282c, Vernon's Texas Civil Statutes. All surveying will comply with applicable rules promulgated by the Texas Board of Professional Land Surveying. The Manual of Practice published by the Society of Professional Surveyors will be used as a guide in determining accuracy requirements and procedures to follow. The field surveying efforts will include the following:

- Thoroughly assess the seven (7) parcels, ensuring proper setup, documentation, and accurate coordinates. Additionally, include both a Topography Survey and a Metes and Bounds Description.
- One (1) copy of a written, sealed Metes and Bounds Description shall contain the stamp or seal of a registered land surveyor for parcel portion along Delake Drive.
- A Survey Map – The Metes and Bounds Description shall be accompanied by one (1) copy of a survey map that shall contain the legal description, the stamp or seal of a registered land surveyor, and shall be dated within one year of the application submittal date. If there are existing structures on the subject property, they will be described accurately on the survey map.

SCHEDULE

Upon execution of work authorization, the completion of the services will take approximately ten months (10).

ASSUMPTIONS

- Right of Way Maps and Final Surveys to be provided by the AUTHORITY upon issuance of Work Authorization to GEC.
- The AUTHORITY will coordinate and manage 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 Town of Horizon City.
- Project consists of fee simple acquisition of seven (7) parcels.
- The project does not include State or Federal funding.
- Relocation assistance services are not required on this project.
- The title fees include estimated title premium costs based on estimated parcel values not yet determined by the appraiser.
- The appraisal fees given by Martha Gayle Reid-Lynch are based upon a preliminary drawing provided and fall within certain appraisal fee categories based on the preliminary drawing. These fees may change based upon updated drawings and surveys.
- A “desktop” appraisal review will be performed instead of a full review. The appraisal review will not require the review appraiser to travel to the project to personally inspect the subject parcel and comparable sales.
- All negotiation efforts by Atkins' licensed agents will be managed remotely with no travel to El Paso, TX.

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]