

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

**SECOND AMENDMENT TO AGREEMENT FOR
PROFESSIONAL PROPERTY ACQUISITION SERVICES**

THIS SECOND AMENDMENT, is made and entered into by and between Fort Bend County (hereinafter "County"), a body corporate and politic under the laws of the State of Texas, and Percheron Field Services, LLC, (hereinafter "Contractor"), a company authorized to conduct business in the State of Texas.

WHEREAS, the parties executed and accepted that certain Agreement for Professional Property Acquisition Services on November 24, 2015, (hereinafter "Agreement") pursuant to SOQ 14-25, as amended by document executed on July 5, 2016, (hereinafter "Amendment"); and

WHEREAS, the parties desire to further amend the Agreement for additional services to be provided, extend the time for performance, and increase the total Maximum Compensation to complete the services to be provided under the terms of the Agreement.

NOW, THEREFORE, the parties do mutually agree as follows:

1. County shall pay Contractor an additional ninety-three thousand five hundred fifty dollars and no/100 (\$93,550.00) for the additional hours necessary to complete the property acquisition services to be rendered under the Agreement as described in Exhibit "A" attached hereto and incorporated herein for all purposes.
2. The Maximum Compensation payable to Contractor for Services rendered is hereby increased to an amount not to exceed seven hundred four thousand five hundred fifty dollars and no/100 (\$704,550.00), authorized as follows:
 - \$579,960.00 under the Agreement;
 - \$31,040.00 under the Amendment; and
 - \$93,550.00 under this Second Amendment.
3. In no case shall the amount paid by County for all Services under the Agreement and this Amendment exceed the Maximum Compensation without written agreement executed by the parties.

4. The parties hereby agree the terms and conditions of the Agreement have remained in effect since the date of execution, and the time of performance is hereby extended to end no later than February 26, 2020.
5. Certain State Law Requirements for Contracts
 - a. Agreement to Not Boycott Israel Chapter 2270 Texas Government Code: By signature below, Contractor verifies Contractor does not boycott Israel and will not boycott Israel during the term of this Agreement.
 - b. Texas Government Code Section 2251.152 Acknowledgment: By signature below, Contractor represents pursuant to Section 2252.152 of the Texas Government Code, that Contractor is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153.

Except as provided herein, all terms and conditions of the Agreement shall remain unchanged.

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FORT BEND COUNTY

PERCHERON FIELD SERVICES, LLC

KP George, County Judge



Ana Rausch, Senior Vice President

Date

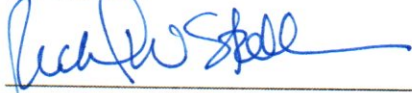
Date

2/13/2019

ATTEST:

Laura Richard, County Clerk

APPROVED:



Richard W. Stolleis, P.E., County Engineer

APPROVED AS TO LEGAL FORM:

Marcus D. Spencer, First Assistant County Attorney

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$ _____ to accomplish and pay the obligation of Fort Bend County under this contract.

Robert Ed Sturdivant, County Auditor

EXHIBIT A



PROPOSAL FOR SERVICES
TO
FORT BEND COUNTY
Greenbusch and Brandt Road Projects
PRECINCT 3
February 11, 2019

Percheron Professional Services, LLC (Percheron) is pleased to present this proposal for consideration by Fort Bend County to provide Right of Way Acquisition services for Road Projects (10 parcels) for Precinct 3.

ESTIMATED TOTAL*: \$93,550.00**

** This cost does not include closing costs which are based on a percentage of the negotiated price.*

*** Please see 'Note on Expenses' below.*

****This estimate does not include a business mileage calculation.*

NOTE ON EXPENSES:

Includes general expenses associated with the project office set up and maintenance. The Miscellaneous Office calculation is an estimate of the cost that can be anticipated.

MILEAGE:

Business mileage will be billed at the current IRS approved rate.

Ana Rausch
Sr. Vice President – Percheron, LLC
(832) 300-6411 office
(713) 412-3385 mobile