

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 The Guess Group, Inc., (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 June 26, 2018, (hereinafter "Agreement"), and amended by document executed on September 11, 2018, (hereinafter "Amendment"); and

WHEREAS, the parties desire to further amend the Agreement for additional services to be provided and increase the total Maximum Compensation under the Agreement for the completion of such additional services.

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

1. County shall pay Contractor an additional one hundred ninety-six thousand five hundred dollars and no/100 (\$196,500.00), for the Services as described in Contractor's proposal dated August 23, 2018, attached hereto as Exhibit "A" 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 three hundred sixty-one thousand nine hundred eighty-nine dollars and no/100 (\$361,989.00), authorized as follows:
  - \$154,400.00 under the Agreement;
  - \$11,089.00 under the Amendment and
  - \$196,500.00 under this Second Amendment.
3. In no case shall the amount paid by County for all Services under the Agreement and any subsequently executed amendment exceed the Maximum Compensation without written agreement executed by both parties.
4. The parties hereby agree the terms and conditions of the Agreement have remained in effect and the Time of Performance shall be extended to end no later than December 31, 2022.

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

BY ACCEPTANCE OF AGREEMENT, CONTRACTOR ACKNOWLEDGES THAT THE COUNTY IS OPPOSED TO HUMAN TRAFFICKING AND THAT NO COUNTY FUNDS WILL BE USED IN SUPPORT OF SERVICES OR ACTIVITIES THAT VIOLATE HUMAN TRAFFICKING LAWS.

FORT BEND COUNTY

THE GUESS GROUP, INC.

\_\_\_\_\_

Date

John L. Guess III  
Authorized Agent – Printed Name

ATTEST:

President  
Title

\_\_\_\_\_

Laura Richard, County Clerk

9-21-2020  
Date

APPROVED:

J. Stacy Slawinski  
J. Stacy Slawinski, 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



# THE GUESS GROUP, INC.

A REAL ESTATE SERVICES COMPANY

## Proposed Amendment to the Agreement For Professional Property Acquisition Services Fort Bend County Acquisition Project Precinct 2 25 Parcels

### Acquisition Costs

**Management**

Includes part-time Manager for the duration of the project \$12,500.00

**Negotiations**

Includes right-of-way agents that will provide condemnation support \$ 7,000.00

**Appraisals**

\$75,000.00

**Title Work**

\$20,000.00

**Administrative Support**

Includes Document Specialist for legal document preparation, database support for tracking parcel status reporting and general project support \$25,000.00

**Cost Estimator**

\$12,000.00

**Relocation Specialist**

\$20,000.00

**Additional Services**

Includes extended curative work, environmental expert, public meetings, and extended condemnation preparation and assistance \$25,000.00

**TOTAL** ..... \$196,500.00

Submitted by,

John L. Guess III

President

The Guess Group, Inc.

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