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AMENDMENT TO AGREEMENT FOR PROFESSIONAL PROPERTY ACQUISITION SERVICES

This Amendment ("Amendment") is made and entered into by and between Fort Bend County, Texas ("County"), a political subdivision of the state of Texas, and Percheron, LLC. ("Consultant"), a Texas limited liability company. County and Consultant may be referred to individually as a "Party" or collectively as the "Parties."

WHEREAS, the Parties previously entered into that certain agreement on or about April 26, 2022 (the "Agreement") for countywide right-of-way acquisition services under the 2020 Mobility Bond Program; and

WHEREAS, by execution of this Amendment, the Parties desire to amend the Agreement to provide for additional services and to increase the total Maximum Compensation for the completion of such services as set forth therein.

NOW, THEREFORE, in consideration of the foregoing, the Parties do mutually agree that the Agreement between the Parties is hereby amended as follows:

1. **Compensation.** County shall pay Consultant an additional Four Hundred Twenty-Three Thousand Five Hundred and 00/100 Dollars (\$423,500.00) for the performance and completion of additional services as described in Consultant's Proposal dated October 10, 2023 (the "Services") attached hereto as "Exhibit A-1" and incorporated by reference for all intents and purposes.
2. **Limit of Appropriation.** Consultant understands and agrees that the Maximum Compensation payable to Consultant for Services rendered under this Agreement is hereby increased to an amount not to exceed One Million Eight Hundred Fifty-One Thousand Five Hundred Thirty and 00/100 Dollars (\$1,851,530.00) authorized as follows:

\$1,428,030.00 under the Agreement
\$ 423,500.00 under this First Amendment.

In no event shall the amount paid by County under this Agreement exceed the Maximum Compensation without a County approved change order. Consultant clearly understands and agrees, such understanding and agreement being of the absolute essence of this Agreement, that County shall have available the total maximum sum of One Million Eight Hundred Fifty-One Thousand Five Hundred Thirty and 00/100 Dollars (\$1,851,530.00) specifically allocated to fully discharge any and all liabilities County may incur under the Agreement.

Consultant does further understand and agree, said understanding and agreement also being of the absolute essence of the Agreement, that the total Maximum Compensation that Consultant may become entitled to and the total maximum sum that County may become liable to pay to Consultant under the Agreement shall not under any conditions, circumstances, or interpretations thereof exceed One Million Eight Hundred Fifty-One Thousand Five Hundred Thirty and 00/100 Dollars (\$1,851,530.00).

3. **Recitals.** The recitals set forth above are incorporated herein by reference and made a part of the Agreement.
4. **Human Trafficking.** BY ACCEPTANCE OF THIS AGREEMENT, CONSULTANT ACKNOWLEDGES THAT FORT BEND 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.
5. **Modifications and Conflict.** Except as modified herein, the Agreement shall remain in full force and effect and has not been otherwise modified or amended. If there is a conflict among documents that make up the Agreement, this Fourth Amendment shall prevail with regard to the conflict.

{Execution Page Follows}

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FORT BEND COUNTY, TEXAS

PERCHERON, LLC

KP George, County Judge



Authorized Agent – Signature

Date

Ana Rausch

Authorized Agent- Printed Name

ATTEST:

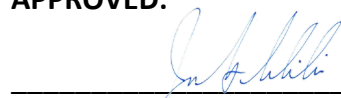
Managing Partner
Title

Laura Richard, County Clerk

February 13, 2024

Date

APPROVED:



J. Stacy Slawinski, P.E., County Engineer

AUDITOR'S CERTIFICATE

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

Robert E. Sturdivant,
County Auditor

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EXHIBIT A-1

(Consultant's Proposal Follows Behind)



PERCHERON PROPOSAL

LAND SERVICES

TO FORT BEND COUNTY

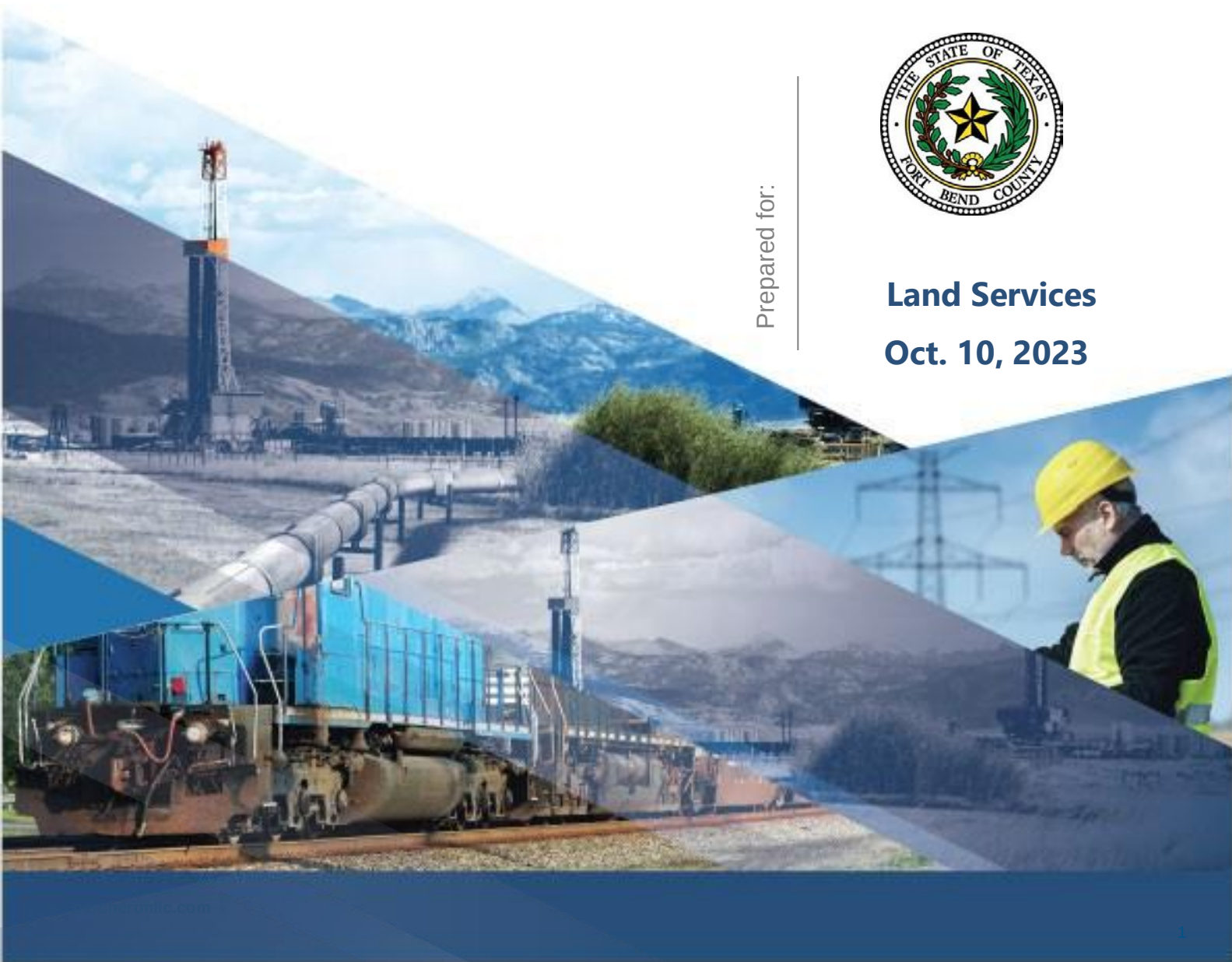
MOBILITY 2020

Wallis Street Project #20305



Prepared for:

Land Services
Oct. 10, 2023



Percheron is pleased to present this proposal for consideration to Fort Bend County for a Mobility Project #20305 – Wallis Street. This proposal is based on the acquisition of fee interests in 24 - 30 parcels.

PROJECT STAFFING

In response to the requirements as determined by Fort Bend County during the acquisition phase of the project, the following project team is being proposed for Percheron:

- a) **Project Manager** – PM to supervise agents in the field, oversee project management aspects, assist in field activities, and provide all reporting to Fort Bend County. Final report will include current status of acquisition and eminent domain.
- b) **Right of Way Agent (Negotiations)** – ROW Agent to provide negotiations and condemnation support, adhering to Property Code Chapter 21 and the URA. All ROW Agents working on the project will be TREC licensed.
- c) **Appraisal** – Percheron shall subcontract with Valbridge Property Advisors to provide appraisals within a 30–45-day timeframe from when appraisal is ordered.
- d) **Administrative Support** – includes document preparation services according to Property Code Chapter 21 and URA, database support for tracking status reports and project support and GIS specialist for any mapping services that are necessary.
- e) **Title Services** – Percheron shall work with InFocus Title, as requested by the County, to obtain title commitments, closing services, title updates if and as needed, and closing escrow services.

SCOPE OF WORK

Percheron will perform the following tasks associated with parcel acquisition on a time & materials basis plus appraisal and title company fees if FBC determines that acquisition is to be pursued under the threat of eminent domain.

- Appraisal completed within 30-45 days from the start date for each parcel.
- Introductory Letter providing introduction of the negotiator and preparation for appraisal site visit.
- Initial Offer Letter adhering to the Property Code Chapter 21 and URA requirements.
- Final Offer Letter sent 31-35 days after Initial Offer Letter is received.
- The submission of a digital Eminent Domain file to Fort Bend County Attorney's Office approximately 45-50 days from the date of the initial offer being made, or as otherwise directed by FBC; hard file if requested for eminent domain.
- Any escrow services the County may deem necessary during negotiations.
- Title commitments and closings through InFocus Title, Fulshear, TX.

DELIVERABLES

Percheron to provide, at the conclusion of acquisition activities, the following documentation:

- Digital negotiation file and original conveyance document & title policy for each parcel acquired.
- Digital eminent domain file for any necessary – submitted to the County Attorney's Office with a hard file *if requested*.
- Standardized monthly status reports, in addition to updated reports as critical milestones are achieved.

MOBILITY 2020 - TOTAL ESTIMATED FEES

#20305 Wallis Street - Based on an Estimated 24-30 Parcels

Expense Category	Estimated Units	Cost Per Unit	Total Cost
LABOR			
Project Management	25 hrs. per – 750 hours	\$ 140.00	\$105,000.00
Negotiations	50 hrs. per – 1,500 hours	\$ 110.00	\$165,000.00
Administrative Support	15 hrs. per – 450 hours	\$ 90.00	\$40,500.00
Appraisals*	30 appraisals	\$ 3,500.00	\$105,000.00
Title Services**	Title Co. to Bill County	N/A	N/A
Relocation Services***	TBD if and as needed	N/A	N/A
EXPENSES			
Miscellaneous Office	(i.e., folders, copies, postage)	-	\$8,000.00

ESTIMATED TOTAL *: \$423,500.00**

* \$3,000-\$4,000 based on type of acquisition being appraised.

**Title company to provide title services & closings and invoice on HUD-1 and to County directly

*** Relocation on this project is not anticipated; If finalized plans require Relocation, Percheron will provide those services based on current rates as provided to FBC under the Mobility 2020 Contract.

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

MILEAGE:

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

Percheron reserves the right to review and/or revise the information provided within this estimate based on any changes in the scope and/or timing of the proposed project as provided by Client.

Percheron appreciates the opportunity to submit this proposal for services associated with the acquisition efforts on the proposed project. If there are any questions or comments concerning information contained within the submitted documentation, please call **Arlene Kaplan**, Program Manager or **Ana B. Rausch**, Managing Partner, Percheron LLC at one of the numbers listed below.

Thank you,



Arlene Kaplan,
Program Manager | Percheron LLC
o. 832-300-6400 | c. (817) 821-9152
Arlene.Kaplan@percheronllc.com



Ana B. Rausch, SR/WA
Managing Partner, Percheron LLC
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