

STATE OF TEXAS §
COUNTY OF FORT BEND §

FIFTH AMENDMENT TO AGREEMENT FOR PROFESSIONAL ENGINEERING
SERVICES (2017 Mobility Projects)

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

WHEREAS, the Parties previously entered into that certain agreement on July 10, 2018 (the "Agreement") for right-of-way acquisition services under the 2017 Mobility Bond Program; and

WHEREAS, the Agreement was subsequently amended on April 28, 2020 (the “First Amendment”), May 25, 2021 (the “Second Amendment”), March 8, 2022 (the “Third Amendment”), and November 7, 2023 (the “Fourth Amendment”); and

WHEREAS, by execution of this Fifth Amendment, the Parties desire to amend the Agreement to provide for additional services by PAS, to increase the total Maximum Compensation for the completion of such services, extend the Time for Performance under the Agreement, and to otherwise ratify and confirm all the terms and conditions 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. **Scope of Services.** County shall pay PAS an additional One Hundred Fifty Seven Thousand Two Hundred Fifty and 00/100 Dollars (\$157,250.00) for the performance and completion of additional services as described in PAS's Proposal dated December 12, 2024 (the "Services") attached hereto as "Exhibit A-5" and incorporated by reference for all intents and purposes.
2. **Limit of Appropriation.** PAS understands and agrees that the Maximum Compensation payable to PAS for Services rendered under this Agreement is hereby increased to an amount not to exceed Two Million Two Hundred Seventy Nine Thousand Six Hundred Fifty and 00/100 Dollars (\$2,279,650.00) authorized as follows:

\$754,550.00 under the Agreement;
\$189,600.00 under the First Amendment;
\$326,350.00 under the Second Amendment;
\$478,150.00 under the Third Amendment;
\$373,750.00 under the Fourth Amendment; and
\$157,250.00 under this Fifth Amendment.

In no event shall the amount paid by County under this Agreement exceed the Maximum Compensation without a County approved change order. PAS 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 Two Million Two Hundred Seventy Nine Thousand Six Hundred Fifty and 00/100 Dollars (\$2,279,650.00) specifically allocated to fully discharge any and all liabilities County may incur under the Agreement.

PAS does further understand and agree, said understanding and agreement also being of the absolute essence of the Agreement, that the total Maximum Compensation that PAS may become entitled to and the total maximum sum that County may become liable to pay to PAS under the Agreement shall not under any conditions, circumstances, or interpretations thereof exceed Two Million Two Hundred Seventy Nine Thousand Six Hundred Fifty and 00/100 Dollars (\$2,279,650.00).

3. The Time of Performance under the Agreement shall extend to end no later than December 31, 2029.
4. **Certain State Law Requirements for Contracts.** The contents of this Section are required by Texas law and are included by County regardless of content For purposes of Sections 2252.152, 2271.002, and 2274.002, Texas Government Code, as amended, PAS hereby verifies that PAS and any parent company, wholly owned subsidiary, majority-owned subsidiary, and affiliate:
 - A. Unless affirmatively declared by the United States government to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization, is not identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 806.051, 807.051, or 2252.153 of the Texas Government Code.
 - B. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, PAS does not boycott Israel and is authorized to agree in such contracts not to boycott Israel during the term of such contracts. "Boycott Israel" has the meaning provided in § 808.001 of the Texas Government Code.
 - C. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, PAS does not boycott energy companies and is authorized

to agree in such contracts not to boycott energy companies during the term of such contracts. "Boycott energy company" has the meaning provided in § 809.001 of the Texas Government Code.

- D. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, PAS does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and is authorized to agree in such contracts not to discriminate against a firearm entity or firearm trade association during the term of such contracts. "Discriminate against a firearm entity or firearm trade association" has the meaning provided in § 2274.001(3) of the Texas Government Code. "Firearm entity" and "firearm trade association" have the meanings provided in § 2274.001(6) and (7) of the Texas Government Code.
5. **Recitals.** The recitals set forth above are incorporated herein by reference and made a part of the Agreement.
6. **Human Trafficking.** BY ACCEPTANCE OF THIS AGREEMENT, PAS 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.
7. **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 Fifth Amendment shall prevail with regard to the conflict.

{Execution Page Follows}

FORT BEND COUNTY, TEXAS

KP George, County Judge

Date

ATTEST:

Laura Richard, County Clerk

PROPERTY ACQUISITION SERVICES, LLC

Mark Heidaker
Authorized Agent – Signature

Mark Heidaker
Authorized Agent- Printed Name

President
Title

1/28/2025
Date

APPROVED:

J. Stacy Slawinski
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-5

(August 25, 2023 Proposal Follows Behind)

Right-of-Way
and
Acquisition Services
Proposal

for

Fort Bend County

Fort Bend County Mobility Bond
Program (P.O. #167431)

Property Acquisition Services, LLC.
19855 Southwest Freeway, Suite 200
Sugar Land, TX 77479
281-343-7171 office
281-343-8181 fax

December 12, 2024

Ms. Jillian Peterson
Fort Bend County
301 Jackson St., 4th Floor
Richmond, TX 77469

Re: Proposal to provide Right-of-Way Acquisition Services

Property Acquisition Services, LLC. (PAS) hereby submits this proposal per your request for the purpose of providing land and right-of-way acquisition services to Fort Bend County under the terms of a Professional Services Agreement. In conjunction with the Fort Bend County Mobility Bond Program (P.O. #167431), we submit the following request for additional funds:

FM 521, Phase II (17111)

Acquire 17 parcels

<u>Management</u>	\$ 11,900.00
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Includes part-time Manager for the duration of the project

<u>Negotiations</u>	\$ 32,300.00
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Includes right of way agent that is TREC licensed and condemnation support

<u>Appraisals</u>	\$ 76,500.00
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\$4,500 per parcel, updates for ED parcels will require additional fees

<u>Title</u>	\$ 11,050.00
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Includes Title Agent, Title Review and Title

<u>Administrative Support</u>	\$ 25,500.00
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Includes Document Specialist for preparation of legal documents, database support for tracking status reports and general project support

Subtotal	\$ 157,250.00
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Additional funds may be required if relocation services are needed

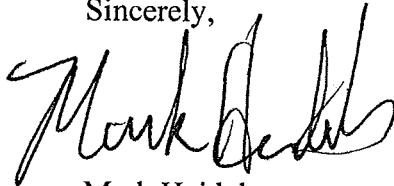
Total Additional Project for P.O. #167431	\$ 157,250.00
Total Funds Previously Approved for P.O. #167431	<u>\$ 2,122,400.00</u>
Total for P.O. #167431	\$2,279,650.00

Hourly Rates

Principal.....	\$175.00/hr
Sr. Project Manager.....	\$150.00/hr
Right of Way Agent.....	\$115.00/hr
Relocation Agent.....	\$115.00/hr
Data Analyst.....	\$80.00/hr
Title Coordinator/Examiner.....	\$80.00/hr
Clerical.....	\$60.00/hr

Thank you for allowing PAS the opportunity to submit this proposal to assist you with your right of way needs. Please contact us at (281) 343-7171 if we can answer any questions or be of further assistance.

Sincerely,



Mark Heidaker
President