

STATE OF TEXAS §
COUNTY OF FORT BEND §

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

(2020 Mobility)

THIS SECOND AMENDMENT TO AGREEMENT FOR PROFESSIONAL PROPERTY ACQUISITION SERVICES ("Second Amendment") is entered into by and between Fort Bend County, Texas ("County"), a political subdivision of the state of Texas, and Guess Group, Inc. ("CONSULTANT"), a Texas corporation. County and CONSULTANT are hereinafter collectively referred to as the "Parties" and each individually a "Party."

WHEREAS, the Parties previously entered into that certain Agreement for Professional Property Acquisition Services(the “Agreement”) on September 13, 2022 for the acquisition and widening of the roadway for the Evergreen side roads under the 2020 Mobility Bond Program; and

WHEREAS, the Agreement was subsequently amended on February 11, 2025 (the “First Amendment”); and

WHEREAS, by execution of this Second Amendment, the Parties desire to amend the Agreement to provide for additional services by CONSULTANT, to increase the total Maximum Compensation for the completion of such services, to extend the time for performance and to otherwise ratify and confirm all the terms and conditions as set forth therein.

WHEREAS, the Agreement is not subject to competitive bidding requirements under Section 262.023 of the Texas Local Government Code because the Agreement is for professional engineering services and may not be competitively bid pursuant to Chapter 2254 of the Texas Government Code; and

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 CONSULTANT an additional One Hundred Forty Thousand Six Hundred Fifty and 00/100 Dollars to increase the total Maximum Compensation for the Completion of services as provided in the Consultant's Proposal, dated April 17, 2025, (the "Services") attached hereto as Exhibit "A-2" (the "Services") and incorporated by reference for all intents and purposes.

2. **Time for Performance.** Time for performance for the Services under this Second Amendment shall begin with CONSULTANT'S receipt of Notice to Proceed and shall end no later than 11:59 p.m. on December 31, 2026. CONSULTANT shall complete the Services within this time or within such additional time as may be extended by County.
3. **Limit of Appropriation.** CONSULTANT understands and agrees that the Maximum Compensation payable to CONSULTANT for Services rendered under the Agreement, as amended, is hereby increased to an amount not to exceed One Million Five Hundred Eighty Thousand One Hundred Thirty Five and 00/100 Dollars (\$1,580,135.00) authorized as follows:

\$326,735.00 under the Agreement;
\$1,112,750.00 under the First Amendment
\$140,650.00 under the Second Amendment

In no event shall the amount paid by County under the Agreement, as amended, 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 Five Hundred Eighty Thousand One Hundred Thirty Five and 00/100 Dollars (\$1,580,135.00) specifically allocated to fully discharge any and all liabilities County may incur under the Agreement, as amended.

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, as amended, shall not under any conditions, circumstances, or interpretations thereof exceed One Million Five Hundred Eighty Thousand One Hundred Thirty Five and 00/100 Dollars (\$1,580,135.00).

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, CONSULTANT hereby verifies that CONSULTANT 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, CONSULTANT 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, CONSULTANT 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, CONSULTANT 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 this Second Amendment.
 - 6. **Human Trafficking.** BY ACCEPTANCE OF THIS SECOND AMENDMENT, 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.
 - 7. **Modifications and Conflict.** Except as modified herein, the Agreement, as amended, 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 Second Amendment shall prevail with regard to the conflict.
 - 8. **Certification.** By his or her signature below, each signatory individual certifies that he or she is the properly authorized person or officer of the applicable Party hereto and has the requisite authority necessary to execute this Agreement on behalf of such Party, and each Party hereby certifies to the other that it has obtained the appropriate approvals or authorizations from its governing body as required by law.

{Execution Page Follows}

FORT BEND COUNTY, TEXAS

KP George, County Judge

Date

ATTEST:

Laura Richard, County Clerk

APPROVED:



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

GUESS GROUP, INC.



Authorized Agent – Signature



Authorized Agent- Printed Name



Title



Date

AUDITOR'S CERTIFICATE

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

Robert E. Sturdivant, County Auditor

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EXHIBIT A-2

(Follows Behind)

THE GUESS GROUP, INC. - PROPOSAL FOR ACQUISITION SERVICES

Presented to Fort Bend County Engineering for the acquisition of
property for the improvement of mobility in Fort Bend County, TX

2020 Mobility
Bond Program,
Project Number
20226x –
California Street

Proposal for Right-of-Way Services

Prepared for: Fort Bend Engineering

Regarding: 2020 Mobility Bond Program, Project No. 20226x, 9 Parcels

Contract Amount: \$1,439,485.00

P.O. Revision Amount: \$140,650.00

Total Amended Contract Amount: \$1,580,135.00

Prepared by: The Guess Group, Inc.

Date: April 17, 2025

1. Introduction

The Guess Group, Inc. is pleased to present this proposal for providing Right-of-Way (ROW) services. With extensive experience in real estate acquisition, property management, and infrastructure development, we are well-equipped to assist with securing the necessary land rights for your project efficiently and in compliance with all regulatory requirements.

Our team understands the complexities of ROW acquisition, including negotiations with property owners, valuation assessments, title research, and regulatory compliance. We are committed to delivering a streamlined process that minimizes project delays while ensuring fair and equitable treatment of all stakeholders.

2. Scope of Services

We will conduct the following ROW services:

A. Property Appraisal & Valuation

- Conducting property assessments to determine fair market value.

B. Negotiation & Acquisition

- Working with Barry Barnes and Associates, P.L.L.C. to obtain title reports
- Engaging with property owners by letters, telephone calls and site visits when necessary to secure fee ownership of parcels identified by Fort Bend County, first by donation, and, if donation request rejected, then by arm's-length negotiations.
- Preparing purchase agreements and necessary documentation in conjunction with Fort Bend County's legal department.

- Ensuring compliance with federal, state, and local regulations.

C. Relocation Assistance (If Applicable)

- Assisting displaced property owners or tenants in securing relocation benefits.
- Coordinating with government agencies to ensure compliance with relocation laws.

3. Staff For Project

The following team members will be utilized for this project:

- **Lead Supervisor** – John L. Guess, III, leads and directs communication with Fort Bend County lead project contacts, ensures compliance with all applicable rules and regulations and oversees project to completion.
- **Project Manager** – supervises operations for this project, ensuring ROW agents and support staff follow procedures, rules and regulations, and complete acquisitions within the timeline determined by Fort Bend County. This position works with and reports to the Lead Supervisor.
- **ROW Agents** – negotiate donations or offers to purchase in alignment with appraised value and arrange for closing of parcel transactions under the supervision of the Lead Supervisor.
- **Appraisers** – The Guess Group, Inc. subcontracts/or will create a subcontractor relationship for appraisal services with JoVann Appraisal Company, Stewart's Appraisal Service, and Salem Valuation Solutions to obtain appraisals within 30-45 days of the date any given appraisal is ordered.
- **Title Work** – We will work with Fort Bend County contracted title company Barry Barnes and Associates, P.L.L.C. to obtain title reports and closings for each parcel.
- **Administrative** – assists with research, dissemination of information to landowners, and database support for tracking purposes, along with other assigned duties that support overall completion of the project.

4. Outcomes

At the closing of each parcel, The Guess Group, Inc. will have provided:

- Completed file including required documents uploaded to Masterworks showing negotiation history, title and appraisal documents, and any original documents showing ownership transfer to Fort Bend County. Notwithstanding the foregoing, with regard to parcels referred to Fort Bend County for condemnation, said parcels will be packaged to include all documentation requested by the Fort Bend County legal department for pursuit of condemnation.
- Status reports regarding our progress, both written and oral (as requested) on at least a monthly basis.

5. Cost Estimate

A detailed cost breakdown is attached for your reference.

6. Conclusion

The Guess Group, Inc. is committed to delivering professional, efficient, and legally compliant Right-of-Way services. Please let us know of any questions regarding this proposal.

Sincerely,

A handwritten signature in cursive script that reads "John L. Guess, III".

John L. Guess, III
President/Lead Supervisor
The Guess Group, Inc.

Attachments: Billing Rate Sheet
Estimated Budget

BILLING RATE SHEET

Job Title	Hourly Rate
Lead Supervisor	\$250.00/hr
Project Manager	\$150.00/hr
Legal Counsel	\$250.00/hr
Relocation Supervisor	\$150.00/hr
Relocation Agent	\$150.00/hr
Supervisor - Acquisitions	\$150.00/hr
Supervisor - Projects	\$150.00/hr
Supervisor – Right-of-Way Agents	\$125.00/hr
Right-of-Way Agent (Senior)	\$110.00/hr
Right-of-Way Agent (Junior)	\$95.00/hr
Due Dilligence Supervisor	\$125.00/hr
Due Dilligence/Database Manager	\$90.00/hr
Due Diligence – Title Reviewer	\$115.00/hr
Advisor - Regulations	\$115.00/hr
Project Administration Manager	\$90.00/hr
Lead Administrator 1	\$80.00/HR
Administrator 2	\$60.00/HR
Administrator 3	\$40.00/HR

2020 Mobility Bond Program,
Project No. 20226x –
California Street Based on An
Estimate of 9 Parcels

Estimated Budget Based on 9 Parcels

Expenses	Units (Estimated)	Cost Per Unit	Total Cost
<i>Project Management</i>	25 hours per person – 225 hours	\$150.00	\$33,750.00
<i>Negotiations</i>	20 hours per person – 180 hours	\$125.00	\$22,500.00
<i>Appraisals*</i>	9 Appraisals	\$3,500.00	\$31,500.00
<i>Appraisal Review</i>	9 Appraisals	\$1,500.00	\$13,500.00
<i>Title Work</i>	As Determined By Ft. Bend County Contract	N/A	N/A
<i>Admin Support</i>	30 hours per person – 160 hours	\$90.00	\$14,400.00
<i>Miscellaneous Office Expenditures</i>	(postage, copies, mailers)	-	\$25,000.00

Total Estimated Costs: \$140,650.00

-Contract Amount: \$1,439,485.00

-P.O. Revision Amount: \$140,650.00

-Total Amended Contract Amount: \$1,580,135.00

Notes:

-Relocation services costs will be determined on an as needed basis according to submitted Rate Sheet.

-Business mileage will be billed at current IRS rates. This estimate does not include calculation for mileage.

-*Appraisal price will vary between \$3,500 - \$4,500 depending upon property type appraised.