



later than 11:59 p.m. on December 31, 2028. Contractor shall complete the Services within this time or within such additional time as may be extended in writing by County.

3. **Limit of Appropriation.** Contractor understands and agrees that the Maximum Compensation payable to Contractor for Services rendered under this Agreement is hereby increased to an amount not to exceed Four Hundred Six Thousand, Five Hundred Thirty-Nine and 00/100 Dollars (\$406,539.00) authorized as follows:

\$154,400.00 under the Agreement; and  
\$11,089.00 under the Amendment  
\$196,500.00 under the Second Amendment  
\$15,000.00 under the Third Amendment  
\$29,550.00 under this Fourth Amendment

In no event shall the amount paid by County under this Agreement exceed the Maximum Compensation without a County approved change order. Contractor 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 exceed Four Hundred Six Thousand, Five Hundred Thirty-Nine and 00/100 Dollars (\$406,539.00) specifically allocated to fully discharge any and all liabilities County may incur under the Agreement.

Contractor does further understand and agree, said understanding and agreement also being of the absolute essence of the Agreement, that the total Maximum Compensation that Contractor may become entitled to and the total maximum sum that County may become liable to pay to Contractor under the Agreement shall not under any conditions, circumstances, or interpretations thereof exceed Four Hundred Six Thousand, Five Hundred Thirty-Nine and 00/100 Dollars (\$406,539.00)

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, Contractor hereby verifies that Contractor 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, Contractor 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, Contractor 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, Contractor 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 Fourth Amendment.
  - 6. **Human Trafficking.** BY ACCEPTANCE OF THIS AGREEMENT, CONTRACTOR 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 Fourth 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.

**FORT BEND COUNTY, TEXAS**

**GUESS GROUP, INC.**

\_\_\_\_\_  
KP George, County Judge

\_\_\_\_\_  
*John L. Guess III*  
Authorized Agent – Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
*John L. Guess III*  
Authorized Agent- Printed Name

ATTEST:

\_\_\_\_\_  
*President*  
Title

\_\_\_\_\_  
Laura Richard, County Clerk

\_\_\_\_\_  
*9/5/2025*  
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 the Fort Bend County under this Agreement.

\_\_\_\_\_  
Robert E. Sturdivant, County Auditor

# **EXHIBIT A-4**

(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

2017 Mobility  
Bond Program,  
Project Number  
17218x – Moore  
Road

## Proposal for Right-of-Way Services

**Prepared for:** Fort Bend Engineering

**Regarding:** 2017 Mobility Bond Program, Project No. 17218x, 1 Parcel

**Contract Amount:** \$376,989.00

**P.O. Revision Amount:** \$29,550.00

**Total Amended Contract Amount:** \$406,539.00

**Prepared by:** The Guess Group, Inc.

**Date:** July 30, 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".

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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
Lead Administrator 2	\$80.00/hr
Administrator 1	\$60.00/hr
Administrator 2	\$50.00/hr
Administrator 3	\$40.00/hr

**2017 Mobility Bond Program,**  
**Project No. 17218x – Moore**  
**Road Based on 1 Parcels**

**Estimated Budget Based on 1 Parcel**

<b>Expenses</b>	<b>Units (Estimated)</b>	<b>Cost Per Unit</b>	<b>Total Cost</b>
<i>Project Management</i>	4.5 hours per person – 45 hours	\$150.00	\$6,750.00
<i>Negotiations</i>	30 hours per person – 30 hours	\$125.00	\$3,750.00
<i>Appraisals*</i>	2 Appraisals	\$3,500.00	\$7,000.00
<i>Appraisal Review</i>	2 Appraisals	\$1,500.00	\$3,000.00
<i>Title Work</i>	As Determined By Ft. Bend County Contract	N/A	N/A
<i>Admin Support</i>	45 hours per person – 45 hours	\$90.00	\$4,050.00
<i>Miscellaneous Office Expenditures</i>	(postage, copies, mailers)	-	\$5,000.00

**Total Estimated Costs: \$29,550.00**

**-Contract Amount: \$376,989.00**

**-P.O. Revision Amount: \$29,550.00**

**-Total Amended Contract Amount: \$406,539.00**

**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.

# EXHIBIT B

## **Right-of Way Scope of Work**

Acquisition Firms are responsible for managing the right-of-way acquisition process, ensuring all activities are accurately documented in the Masterworks.

### **Key responsibilities:**

#### **Performance & Monitoring**

Acquisition firms must provide regular progress reports detailing completed tasks, pending actions, and any challenges encountered. Periodic status meetings will be held to review project milestones ensure adherence to timelines and address any issues and ensure all documentation and processes comply with established standards.

#### **Property Verification and Owner Outreach**

Acquisition firms begin by verifying ownership details through surveys and preliminary research, ensuring all information is accurate. They update records in the system and initiate contact with property owners, providing required notices, surveys, and the Bill of Rights. All outreach efforts and property details must be accurately recorded in Masterworks to maintain a clear acquisition History.

#### **Title Examination and Documentation**

As part of the acquisition process firms work with title companies to open and review title commitments. They examine ownership details and identify any encumbrances, such as liens or judgements.

#### **Valuation and assessment Coordination**

To determine fair market value acquisition firms, facilitate property appraisals, coordinating meetings between appraisers and landowners. They document any potential relocation needs and submit appraisal reports for county approval. All appraisal records and valuation assessments must be entered into Masterworks for tracking and approval purposes.

#### **Offer presentation and Negotiation Management**

Acquisition firms handle negotiations by formally presenting initial offers to property owners and tracking all interactions. They review counteroffers, ensure accuracy, and submit them for county evaluation. Once they county decides, they issue approval or denial letters. When and if necessary, prepare documentation for condemnation process. Every step of the negotiation, including offers, counteroffers, and property owner communications, must be documented in Masterworks to maintain a complete transaction history.

#### **Finalizing Transactions and Closing Procedures**

To complete the acquisition, firms obtain updated title documents, resolve outstanding encumbrances, and coordinate with title companies for closing. They ensure all required paperwork is submitted for

county approval, manage payment requests, and archive final documents. The closing process, including deed transfers and financial transactions must be fully recorded in Masterworks to ensure compliance and proper project closeout.