

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

SIXTH AMENDMENT TO AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES
(Right-of-Way Acquisition – 2017 Mobility Bond)

THIS SIXTH AMENDMENT TO AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES (the “Sixth 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 Property Acquisition Services, LLC (hereinafter “Contractor”), a company authorized to conduct business in the State of Texas.

WHEREAS, the parties executed and accepted that certain Agreement for Professional Engineering Services on July 10, 2018 (hereinafter “Agreement”) for right-of-way acquisition services under the 2017 Mobility Bond Project, as amended by documents executed on April 28, 2020 (the “First Amendment”), May 25, 2021 (the “Second Amendment”), March 8, 2022 (the “Third Amendment”), November 7, 2023 (the “Fourth Amendment”), and February 11, 2025 (the “Fifth Amendment”); and

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

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

1. **Recitals.** The recitals set forth above are incorporated herein by reference and made a part of the Agreement, as amended.
2. **Scope of Services.** County shall pay Contractor an additional amount not to exceed Fifty-Five Thousand, Five Hundred dollars and 00/100 (\$55,500.00) to perform the additional Services, as described in Contractor’s proposal dated January 16, 2026 attached hereto as Exhibit “A-6” and incorporated herein for all purposes.
3. **Limit of Appropriation.** Contractor understands and agrees that the Maximum Compensation payable to Contractor for Services rendered under this Agreement, as amended, is Two Million, Three Hundred Thirty-Five Thousand, One Hundred Fifty dollars and 00/100 (\$2,335,150.00), 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; and
\$373,750.00 under the Fourth Amendment; and
\$157,250.00 under the Fifth Amendment; and
\$ 55,500.00 under this Sixth Amendment.

In no event shall the amount paid by County under this Agreement, as amended, 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, as amended, that County shall have available the total maximum sum of \$2,335,150.00 specifically allocated to fully discharge any and all liabilities County may incur under the Agreement, as amended.

Contractor does further understand and agree, said understanding and agreement also being of the absolute essence of the Agreement, as amended, 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, as amended, shall not under any conditions, circumstances, or interpretations thereof exceed \$2,335,150.00.

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. **Human Trafficking.** 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.
6. **Modifications and Conflict.** Except as modified herein, and by any previous amendments, 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 Sixth Amendment shall prevail with regard to the conflict.
7. **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 Sixth Amendment 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

PROPERTY ACQUISITION SERVICES, LLC

KP George, County Judge

Mark Heidaker
Authorized Agent – Signature

Date

Mark Heidaker
Authorized Agent – Printed Name

ATTEST:

President

Title

2/9/2026

Laura Richard, County Clerk

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 under this contract.

Robert Ed Sturdivant, County Auditor

Exhibit A: Contractor's Proposal, dated January 16, 2026

I:\AGREEMENTS\2026 Agreements\Engineering\Property Acquisition Services, LLC (17-Eng-500021-a4-A3)\Sixth Amendment to Agreement for Professional Engineering Services.docx rb 2.3.2026

EXHIBIT A-6



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

January 16, 2026


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 below.

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,

A handwritten signature in black ink that reads "Mark Heidaker". The signature is written in a cursive style with a large, stylized "M" and "H".

Mark Heidaker
President

**Right-of-Way
Proposal
Mobility Bond Program
Project Name and Number- FM 521 Phase II (17111)
Estimated completion date: N/A
Estimated Number of Parcels: 38**

<u>Expense Category</u>	<u>Cost</u>
Project Manager Additional hours needed to complete project	\$15,000.00
Title Work Includes Title agent and Title Review.	\$0.00
Appraisal	\$0.00
Appraisal Reviews	\$0.00
Administrative Support Includes Document specialist for preparation of legal documents, database support for tracking status reports and general project support.	\$8,000.00
Negotiations Includes Right of way agents to support acquiring process for mobility projects and condemnation support when necessary.	\$20,000.00
Additional Services Counseling, postage, mail personnel for delivery, when necessary, copies, additional title and Right- of- way related items. Receipts/backup must be provided for all expenses.	\$0.00
Total	\$43,000.00

**Right-of-Way
Proposal
Mobility Bond Program
Project Name and Number- W. Sycamore Road (17122x, 17123x, 17121x)
Estimated completion date: N/A
Estimated Number of Parcels: 40**

<u>Expense Category</u>	<u>Cost</u>
Project Manager Additional hours needed to complete project.	\$10,500.00
Title Work Includes Title agent and Title Review.	\$0.00
Appraisal	\$0.00
Appraisal Reviews	\$0.00
Administrative Support Includes Document specialist for preparation of legal documents, database support for tracking status reports and general project support.	\$0.00
Negotiations Includes Right of way agents to support acquiring process for mobility projects and condemnation support when necessary.	\$2,000.00
Additional Services Counseling, postage, mail personnel for delivery, when necessary, copies, additional title and Right- of- way related items. Receipts/backup must be provided for all expenses.	\$0.00

Total **\$12,500.00**

Total Additional Funds for P.O. #167431 **\$ 55,500.00**

Total Funds Previously Approved for P.O. #167431 **\$2,279,650.00**

Total for P.O. #167431 **\$2,335,150.00**

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