

STATE OF TEXAS                   §  
   §  
 COUNTY OF FORT BEND       §

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

**THIS THIRD 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 Property Acquisition Services on November 24, 2015, (hereinafter "Agreement") pursuant to SOQ 14-025, as amended by subsequent documents titled Amendment to Agreement for Professional Property Acquisition Services on December 15, 2015, (hereinafter "Amendment") and the Second Amendment to Agreement for Professional Property Acquisition Services on July 26, 2016, (hereinafter "Second Amendment"); and

WHEREAS, the parties desire to further amend the Agreement for additional Services to be provided under the Agreement.

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

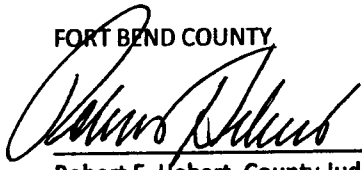
1. County shall pay Contractor an additional six hundred sixty-three thousand two hundred eleven dollars and 25/100 (\$663,211.25) for the additional hours necessary for Contractor to complete the property acquisition Services as described in the Right-of-Way and Acquisition Services Proposal dated May 16, 2018 attached as Exhibit "A" hereto and incorporated herein for all purposes.
2. The Maximum Compensation payable to Contractor for Services rendered shall remain at the same amount not to exceed one million five hundred eighty-two thousand seven hundred sixty-one dollars and 25/100 (\$1,582,761.25), authorized as follows:
  - \$912,000.00 under the Agreement;
  - \$7,550.00 under the Amendment; and
  - \$0.00 (No additional compensation) for the Services performed under the Second Amendment; and
  - \$663,211.25 under this Third Amendment.
3. In no case shall the amount paid by County for all Services under the Agreement, the Amendment, the Second Amendment or this Third Amendment exceed the Maximum Compensation without written agreement executed by the parties.

4. Certain State Law Requirements for Contracts

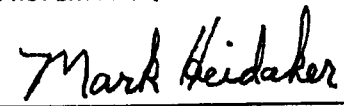
- a. Agreement to Not Boycott Israel Chapter 2270 Texas Government Code: By signature below, Contractor verifies Contractor does not boycott Israel and will not boycott Israel during the term of this Agreement.
- b. Texas Government Code Section 2251.152 Acknowledgment: By signature below, Contractor represents pursuant to Section 2252.152 of the Texas Government Code, that Contractor is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153.

Except as provided herein, all terms and conditions of the Agreement, the Amendment and the Second Amendment shall remain unchanged.

FORT BEND COUNTY

  
Robert E. Hebert, County Judge

PROPERTY ACQUISITION SERVICES, LLC

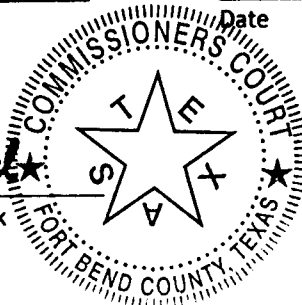
  
Mark Heidaker, President

June 26, 2018  
Date

06/04/18  
Date

ATTEST:

  
Laura Richard, County Clerk



APPROVED:

  
Richard W. Stolleis, P.E., County Engineer

APPROVED AS TO LEGAL FORM:

  
Marcus D. Spencer, First Assistant County Attorney

**AUDITOR'S CERTIFICATE**

I hereby certify that funds are available in the amount of \$663,211.<sup>25</sup> to accomplish and pay the obligation of Fort Bend County under this contract.

  
Robert Ed Sturdivant, County Auditor

# EXHIBIT A



Right-of-Way  
and  
Acquisition Services  
Proposal

for

Fort Bend County

2013 Mobility Bond Projects – Precinct 1

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



May 16, 2018

Mr. Richard Stolleis, P.E.  
Fort Bend County Engineer  
301 Jackson St., 4<sup>th</sup> Floor  
Richmond, TX 77469

**Re: Proposal to provide Right-of-Way Acquisition Services (P.O. #133759)**

Property Acquisition Services, Inc. (PAS) hereby submits this proposal per your request for the purpose of continuing to provide 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 2013 Mobility Bond Projects, we submit the following projects and the total estimated cost to complete:

**Sansbury Blvd.**

**Williams Way**

**Old Needville Road**

**South Post Oak**

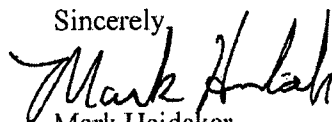
**Total Right of Way Cost** **\$663,211.25**

**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

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

## OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

PAS Prop. Acq. Svc.  
Sugar Land, TX United States

Certificate Number:  
2018-363292

Date Filed:  
06/04/2018

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Fort Bend County, Texas

Date Acknowledged:  
06/26/2018

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

P.O. #133759  
Right of Way Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Heidaker, Mark	Sugar Land, TX United States	X	

5 Check only if there is NO Interested Party.

☐

### 6 UNSWORN DECLARATION

My name is \_\_\_\_\_, and my date of birth is \_\_\_\_\_.

My address is \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_.  
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in \_\_\_\_\_ County, State of \_\_\_\_\_, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
(month) (year)

\_\_\_\_\_  
Signature of authorized agent of contracting business entity  
(Declarant)