

STATE OF TEXAS §
 §
 COUNTY OF FORT BEND §

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

(PAS Property Acquisition Services, LLC)

THIS SECOND AMENDMENT (“Second Amendment”) is entered into by and between Fort Bend County, Texas (“County”), a political subdivision of the state of Texas, and PAS Property Acquisition Services, LLC (“PAS”), a Texas Limited Liability Company. County and PAS are hereinafter collectively referred to as the “Parties” and each individually a “Party.”

WHEREAS, the Parties previously entered into that certain agreement on March 8, 2022 (the “Agreement”) for Professional Property Acquisition Services for Right-of-Way acquisition services for County under the 2020 Mobility Bond Program; and

WHEREAS, the Agreement was amended on November 22, 2022 (the “First Amendment”); and

WHEREAS, by execution of this Second 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, 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. **Company Name.** All references to “Property Acquisition Services, LLC” in the Agreement and the First Amendment to the Agreement shall mean “PAS Property Acquisition Services, LLC.”
2. **Scope of Services.** County shall pay PAS an additional Two Hundred Forty Three Thousand Eight Hundred Fifty and 00/100 Dollars (\$243,850.00) for the acquisition of the following:
 - A. 12 parcels for Koeblen Road - Project No. 20115
 - B. 12 parcels for Reading Road Intersections – Project No. 20109
 - C. 1 parcel for Stella Road – Project No. 20116

The Scope of Services under this Second Amendment are further described in PAS’s April 10, 2023 Proposal (the “Services”) attached hereto as Exhibit “A-2” and incorporated by reference for all intents and purposes.

3. **Limit of Appropriation.** PAS understands and agrees that the Maximum Compensation payable to PAS for Services rendered under the Agreement, as amended, is hereby increased to an amount not to exceed One Million One Hundred Eighty Four Thousand One Hundred and 00/100 Dollars (\$1,184,100.00) authorized as follows:

\$675,200.00 under the Agreement
\$265,050.00 under the First Amendment
\$243,850.00 under this Second 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 One Million One Hundred Eighty Four Thousand One Hundred and 00/100 Dollars (\$1,184,100.00) 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 this 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 this Agreement shall not under any conditions, circumstances, or interpretations thereof exceed One Million One Hundred Eighty Four Thousand One Hundred and 00/100 Dollars (\$1,184,100.00).

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, 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 Second Amendment shall prevail with regard to the conflict.

{EXECUTION PAGE FOLLOWS}

FORT BEND COUNTY, TEXAS

KP George
County Judge KP George

KP George, County Judge

May 9, 2023

Date



ATTEST:

Laura Richard

Laura Richard, County Clerk

APPROVED:

J. Stacy Slawinski

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

PAS PROPERTY ACQUISITION SERVICES, LLC

Mark Heidaker

Authorized Agent – Signature

Mark Heidaker

Authorized Agent- Printed Name

President

Title

4/18/2023

Date

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$ 1,184,100.00 to accomplish and pay the obligation of Fort Bend County, Texas under this Agreement.

Robert E. Sturdivant

Robert E. Sturdivant,
County Auditor

EXHIBIT A-2



**Right-of-Way
and
Acquisition Services
Proposal**

for

Fort Bend County

**Fort Bend County Mobility Bond
Program (P.O. #210754)**

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



Additional Projects:

Koeblen Road (20115)

Acquire 12 parcels

Management

Includes part-time Manager for the duration of the project

\$ 8,400.00

Negotiations

Includes right of way agent that is TREC licensed and condemnation support

\$ 22,800.00

Appraisals

\$3,900 per parcel, updates for ED parcels will require additional fees

\$ 46,800.00

Relocation Services

2 Relocations @ \$5,500 per relocation

\$ 11,000.00

Title

Includes Title Agent, Title Review and Title

\$ 7,800.00

Administrative Support

Includes Document Specialist for preparation of legal documents, database support for tracking status reports and general project support

\$ 18,000.00

Subtotal

\$ 114,800.00



Reading Road Intersections (20109)

Acquire 12 parcels

Management

Includes part-time Manager for the duration of the project

\$ 8,400.00

Negotiations

Includes right of way agent that is TREC licensed and condemnation support

\$ 22,800.00

Appraisals

\$4,375 per parcel, updates for ED parcels will require additional fees

\$ 52,500.00

Relocation Services

2 Relocations @ \$5,500 per relocation

\$ 11,000.00

Title

Includes Title Agent, Title Review and Title

\$ 7,800.00

Administrative Support

Includes Document Specialist for preparation of legal documents, database support for tracking status reports and general project support

\$ 18,000.00

Subtotal

\$ 120,500.00



Stella Road (20116)

Acquire 1 parcel

Management

\$ 700.00

Includes part-time Manager for the duration of the project

Negotiations

\$ 1,900.00

Includes right of way agent that is TREC licensed and condemnation support

Appraisals

\$ 3,800.00

\$3,800 per parcel, updates for ED parcels will require additional fees

Title

\$ 650.00

Includes Title Agent, Title Review and Title

Administrative Support

\$ 1,500.00

Includes Document Specialist for preparation of legal documents, database support for tracking status reports and general project support

Subtotal

\$ 8,550.00

Total Additional Projects for P.O. #210754

\$ 243,850.00

Total for P.O. #210754

\$1,184,100.00



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,

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

Mark Heidaker
President



Fort Bend County Engineering
FORT BEND COUNTY, TEXAS

J. Stacy Slawinski, P.E.
County Engineer

MEMORANDUM

March 28, 2023

TO: Members of Commissioners Court

**RE: Property Acquisition Services
Second Amendment – 2020 Mobility**

The total cost of the Amendment is \$243,850. The amount of \$243,850 will be transferred from the following to cover the current project deficit.

Project No.	Project Name	Amount
20115	Koeblen Rd. Seg. 3	\$235,300
20116	Stella Road	\$8,550

Total \$243,850

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 Property Acquisition Services, LLC
 Sugar Land, TX United States

Certificate Number:
 2023-1008749

Date Filed:
 04/18/2023

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:
 05/09/2023

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.
 Fort Bend County 2020 Mobility
 Right of Way Acquisition 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)