



\$373,750.00 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. 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 Two Million One Hundred Twenty Two Thousand Four Hundred and 00/100 Dollars (\$2,122,400.00) 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 the 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 the Agreement shall not under any conditions, circumstances, or interpretations thereof exceed Two Million One Hundred Twenty Two Thousand Four Hundred and 00/100 Dollars (\$2,122,400.00).

3. **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.

4. **Recitals.** The recitals set forth above are incorporated herein by reference and made a part of the Agreement.
5. **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.
6. **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.

**{Execution Page Follows}**

**FORT BEND COUNTY, TEXAS**

*KP George*

County Judge KP George

KP George, County Judge

11/07/2023

Date



**ATTEST:**

*Laura Richard*

Laura Richard, County Clerk

**PAS PROPERTY ACQUISITION SERVICES, LLC**

*Mark Heidaker*

Authorized Agent – Signature

Mark Heidaker

Authorized Agent- Printed Name

President

Title

10/23/2023

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 \$2,122,400.00 to accomplish and pay the obligation of Fort Bend County, Texas under this Agreement.

*Robert E. Sturdivant*

Robert E. Sturdivant,  
County Auditor

# **EXHIBIT A-4**

(August 25, 2023 Proposal Follows Behind)



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



August 25, 2023

Mr. Guy Matula  
Fort Bend County  
301 Jackson St., 4<sup>th</sup> 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:

Projects Previously Approved:

Completed Projects \$918,450.00

Active Projects:

Harlem Road (17402) 41,200.00

Beechnut Street (17410) 68,400.00

John Sharp Road (17421x) 68,400.00

FM 521 Phase 1 (17111) 189,600.00

FM 521 Phase 2 (17113) 291,600.00

West Sycamore Road Segments 2 & 3 (17122x, 17123x) 119,700.00

Bamore Road (17105) 51,300.00

Total Active Projects \$830, 200.00

**Total Funds Previously Approved for P.O. #167431 \$ 1,748,650.00**



Additional Projects:

**Bamore Road, Segment 2 (17105)**

Acquire 2 parcels

Management \$ 1,400.00  
Includes part-time Manager for the duration of the project

Negotiations \$ 3,800.00  
Includes right of way agent that is TREC licensed and condemnation support

Appraisals \$ 8,000.00  
\$4,000 per parcel, updates for ED parcels will require additional fees

Title \$ 1,300.00  
Includes Title Agent, Title Review and Title

Administrative Support \$ 3,000.00  
Includes Document Specialist for preparation of legal documents, database support for tracking status reports and general project support

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Subtotal \$ 17,500.00



**Beechnut Street (17410)**

Acquire 4 parcels  
(Original request was for 8 parcels, project now has 12 parcels)

Management \$ 2,800.00  
Includes part-time Manager for the duration of the project

Negotiations \$ 7,600.00  
Includes right of way agent that is TREC licensed and condemnation support

Appraisals \$ 16,000.00  
\$4,000 per parcel, updates for ED parcels will require additional fees

Title \$ 2,600.00  
Includes Title Agent, Title Review and Title

Administrative Support \$ 6,000.00  
Includes Document Specialist for preparation of legal documents, database support for tracking status reports and general project support

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Subtotal \$ 35,000.00



**West Sycamore Road Segments 2 & 3 (17122x, 17123x)**

Acquire 26 parcels  
(Original request was for 14 parcels, projects now have 40 parcels)

Management \$ 18,200.00  
Includes part-time Manager for the duration of the project

Negotiations \$ 49,400.00  
Includes right of way agent that is TREC licensed and condemnation support

Appraisals \$ 104,000.00  
\$4,000 per parcel, updates for ED parcels will require additional fees

Relocation \$ 15,000.00  
3 Relocations @ \$5,000 per Relo

Title \$ 16,900.00  
Includes Title Agent, Title Review and Title

Administrative Support \$ 39,000.00  
Includes Document Specialist for preparation of legal documents, database support for tracking status reports and general project support

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Subtotal \$ 242,500.00

Additional funds may be required if relocation services are needed



**Wesenfeldt Road (17124x)**

Acquire 9 parcels

Management \$ 6,300.00  
Includes part-time Manager for the duration of the project

Negotiations \$ 17,100.00  
Includes right of way agent that is TREC licensed and condemnation support

Appraisals \$ 36,000.00  
\$4,000 per parcel, updates for ED parcels will require additional fees

Title \$ 5,850.00  
Includes Title Agent, Title Review and Title

Administrative Support \$ 13,500.00  
Includes Document Specialist for preparation of legal documents, database support for tracking status reports and general project support

Subtotal \$ 78,750.00

Additional funds may be required if relocation services are needed

**Total Additional Projects for P.O. #167431** \$ 373,750.00

**Total for P.O. #167431** **\$2,122,400.00**



**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 blue ink that reads 'Mark Heidaker'. The signature is stylized and cursive.

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 Property Acquisition Services  
 Sugar Land, TX United States

**Certificate Number:**  
 2023-1086515

**Date Filed:**  
 10/23/2023

**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:**  
 11/07/2023

**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 2017 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)