

STATE OF TEXAS §
COUNTY OF FORT BEND §

FIRST AMENDMENT TO AGREEMENT FOR PROFESSIONAL PROPERTY ACQUISITION SERVICES

(Evergreen Side Roads – Project No. 20225x)

THIS FIRST AMENDMENT TO AGREEMENT FOR PROFESSIONAL PROPERTY ACQUISITION SERVICES ("First Amendment") is entered into by and between Fort Bend County, Texas ("County"), a political subdivision of the state of Texas, and Guess Group, Inc. ("CONSULTANT"), a Texas corporation. County and CONSULTANT are hereinafter collectively referred to as the "Parties" and each individually a "Party."

WHEREAS, the Parties previously entered into that certain Agreement for Professional Property Acquisition Services(the "Agreement") on September 13, 2022 for the acquisition and widening of the roadway for the Evergreen side roads; and

WHEREAS, the Agreement is not subject to competitive bidding requirements under Section 262.023 of the Texas Local Government Code because the Agreement is for professional engineering services and may not be competitively bid pursuant to Chapter 2254 of the Texas Government Code; and


WHEREAS, by execution of this First Amendment, the Parties desire to amend the Agreement to provide for additional services by CONSULTANT, to increase the total Maximum Compensation for the completion of such services, to include additional terms 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. **Scope of Services.** County shall pay CONSULTANT an additional One Million One Hundred Twelve Thousand Seven Hundred Fifty and 00/100 Dollars (\$1,112,750.00) to increase the total Maximum Compensation for the Completion of services as provided in the Consultant's Proposal, dated December 30, 2024, (the "Services") attached hereto as Exhibit "A-1" (the "Services") and incorporated by reference for all intents and purposes.

2. **Limit of Appropriation.** CONSULTANT understands and agrees that the Maximum Compensation payable to CONSULTANT for Services rendered under this Agreement is hereby increased to an amount not to exceed One Million Four Hundred Thirty Nine Thousand Four Hundred Eighty Five and 00/100 Dollars (\$1,439,485.00) authorized as follows:

\$326,735.00 under the Agreement; and
\$1,112,750.00 under this First Amendment

 In no event shall the amount paid by County under this Agreement exceed the Maximum Compensation without a County approved change order. CONSULTANT 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~~ One Million Four Hundred Thirty Nine Thousand Four Hundred Eighty Five and 00/100 Dollars (\$1,439,485.00) specifically allocated to fully discharge any and all liabilities County may incur under the Agreement.

CONSULTANT does further understand and agree, said understanding and agreement also being of the absolute essence of the Agreement, that the total Maximum Compensation that CONSULTANT may become entitled to and the total maximum sum that County may become liable to pay to CONSULTANT under the Agreement shall not under any conditions, circumstances, or interpretations thereof exceed One Million Four Hundred Thirty Nine Thousand Four Hundred Eighty Five and 00/100 Dollars (\$1,439,485.00).

3. **Section 8, Ownership and Reuse of Documents,** is amended to add the following language:

The CONSULTANT is required to utilize Masterworks as the primary tool for the acquisition process and all related project management activities. All acquisition documents must be properly archived within Masterworks in compliance with the County's requirements and procedures.

4. **Section 15, Compliance with Laws,** is amended to add the following language:

The CONSULTANT shall comply with all applicable policies, procedures, standards and guidelines established by the County for the duration of this Agreement.

5. **Section 16, Performance Representation,** is amended to add the following language:

CONSULTANT shall be responsible for the timely completion of assigned tasks, maintaining the required quality standards, and ensuring all work aligns with the County's standards.

6. **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, CONSULTANT hereby verifies that CONSULTANT 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, CONSULTANT 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, CONSULTANT 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, CONSULTANT 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.
7. **Recitals.** The recitals set forth above are incorporated herein by reference and made a s
8. **Human Trafficking.** BY ACCEPTANCE OF THIS AGREEMENT, CONSULTANT 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.

9. **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 First Amendment shall prevail with regard to the conflict.
10. **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.

{Execution Page Follows}

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FORT BEND COUNTY, TEXAS

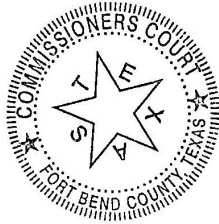
GUESS GROUP, INC.

KP George
KP George, County Judge

February 11, 2025
Date

ATTEST:

Laura Richard
Laura Richard, County Clerk



John R. Guess III
Authorized Agent – Signature

John L. Guess III
Authorized Agent- Printed Name

President
Title

1-31-2025
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 \$ 1,439,485.00 to accomplish and pay the obligation of the Fort Bend County under this Agreement.

Robert E. Sturdivant
Robert E. Sturdivant, County Auditor

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EXHIBIT A-1

(Scope of Work Follows Behind)

2020 Mobility Bond Program
Evergreen Side Roads - #20225x
To Be Completed December 2026

Estimated Budget Based on 79 Parcels

Expenses	Units (Estimated)	Cost Per Unit	Total Cost
<i>Project Management</i>	25 hours per person - 1,900 hours	\$150.00	\$285,000.00
<i>Negotiations</i>	40 hours per person - 4,000 hours	\$110.00	\$440,000.00
<i>Appraisals</i>	79 Appraisals	\$3,500.00	\$276,500.00
<i>Appraisal Review</i>	79 Appraisals	\$750.00	\$59,250.00
<i>Title Work</i>	As Determined By Ft. Bend County Contract	N/A	N/A
<i>Admin Support</i>	15 hours per person – 300 hours	\$90.00	\$27,000.00
<i>Miscellaneous Office Expenditures</i>	(postage, copies, mailers)	-	\$25,000.00

Total Estimated Costs: \$1,112,750.00

Notes:

- Relocation services costs will be determined on an as needed basis.
- Business mileage will be billed at current IRS rate.

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.

The Guess Group, Inc.
Houston, TX United States

Certificate Number:
2025-1263554

Date Filed:
01/31/2025

Date Acknowledged:
02/11/2025

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

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.

20225x
Real Estate Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

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)