

STATE OF TEXAS §
 §
 COUNTY OF FORT BEND §

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

(PAS Property Acquisition Services, LLC)

THIS FOURTH AMENDMENT ("Fourth Amendment") is entered into by and between Fort Bend County, Texas ("County"), a political subdivision of the state of Texas, and 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 the Agreement for Professional Property Acquisition Services on March 8, 2022, (the "Original Agreement") for Professional Property Acquisition Services for Right-of-Way acquisition services for County under the 2020 Mobility Bond Program; and as amended on November 22, 2022 (the "First Amendment"); and as amended on May 9, 2023 (the "Second Amendment"); and as amended on September 12, 2023 (the "Third Amendment"); and

WHEREAS, the Original Agreement, the First Amendment, the Second Amendment, and the Third Amendment are incorporated fully by reference for all purposes, and are collectively referred to as the "Agreement" and

WHEREAS, by execution of this Fourth 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. **Scope of Services.** County shall pay PAS an additional Three Hundred Twenty-Eight Thousand Seven Hundred Fifty Dollars and 00/100 (\$328,750.00) for additional services, as described PAS's Proposal dated March 5, 2025 (the "Services") attached hereto as Exhibit "A-4" and incorporated herein for all purposes.
2. **Limit of Appropriation.** PAS understands and agrees that the Maximum Compensation payable to PAS for Services rendered under the Agreement, is hereby increased to an amount not to exceed Two Million Seven Hundred Two Thousand Eight Hundred Fifty Dollars and 00/100 (\$2,702,850.00) authorized as follows:

\$ 675,200.00 under the Original Agreement;
\$ 265,050.00 under the First Amendment;
\$ 243,850.00 under the Second Amendment;
\$1,190,000.00 under the Third Amendment; and
\$ 328,750.00 under this Fourth Amendment.

In no event shall the amount paid by County under the Agreement and this Fourth Amendment 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 the Agreement, that County shall have available the total maximum sum of Two Million Seven Hundred Two Thousand Eight Hundred Fifty Dollars and 00/100 (\$2,702,850.00) 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 the Agreement shall not under any conditions, circumstances, or interpretations thereof exceed Two Million Seven Hundred Two Thousand Eight Hundred Fifty Dollars and 00/100 (\$2,702,850.00).

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

KP George, County Judge

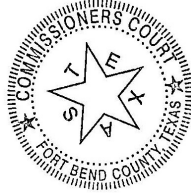
May 13, 2025

Date

ATTEST:

Laura Richard

Laura Richard, County Clerk



PROPERTY ACQUISITION SERVICES, LLC

Mark Heidaker

Authorized Agent – Signature

Mark Heidaker

Authorized Agent- Printed Name

President

Title

4/25/2025

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 \$ 2,702,850.00 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: PAS's Proposal dated March 5, 2025

Exhibit A-4



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

March 5, 2025

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. #210754), 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, appearing to read "Mark Heidaker". The signature is fluid and cursive, with a large initial "M" and a stylized "H".

Mark Heidaker
President

**Right-of-Way
Proposal
Mobility Bond Program
Project Name and Number- Old Richmond Road (20409)
Estimated completion date: N/A
Estimated Number of Parcels: 8**

<u>Expense Category</u>	<u>Cost</u>
Project Manager Includes part-time manager for the duration of the project.	\$5,600.00
Title Work Includes Title agent and Title Review.	\$5,200.00
Appraisal	\$36,000.00
Appraisal Reviews	\$0.00
Administrative Support Includes Document specialist for preparation of legal documents, database support for tracking status reports and general project support.	\$12,000.00
Negotiations Includes Right of way agents to support acquiring process for mobility projects and condemnation support when necessary.	\$15,200.00
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	\$74,000.00

**Right-of-Way
Proposal
Mobility Bond Program
Project Name and Number- Bullhead Slough (20410)
Estimated completion date: N/A
Estimated Number of Parcels: 4**

<u>Expense Category</u>	<u>Cost</u>
Project Manager Includes part-time manager for the duration of the project.	\$2,800.00
Title Work Includes Title agent and Title Review.	\$2,600.00
Appraisal	\$18,000.00
Appraisal Reviews	\$0.00
Administrative Support Includes Document specialist for preparation of legal documents, database support for tracking status reports and general project support.	\$6,000.00
Negotiations Includes Right of way agents to support acquiring process for mobility projects and condemnation support when necessary.	\$7,600.00
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	\$37,000.00

**Right-of-Way
Proposal
Mobility Bond Program
Project Name and Number- West Airport (20402)
Estimated completion date: N/A
Estimated Number of Parcels: 2**

<u>Expense Category</u>	<u>Cost</u>
Project Manager Includes part-time manager for the duration of the project.	\$1,400.00
Title Work Includes Title agent and Title Review.	\$1,300.00
Appraisal	\$9,000.00
Appraisal Reviews	\$0.00
Administrative Support Includes Document specialist for preparation of legal documents, database support for tracking status reports and general project support.	\$3,000.00
Negotiations Includes Right of way agents to support acquiring process for mobility projects and condemnation support when necessary.	\$3,800.00
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	\$18,500.00

**Right-of-Way
Proposal
Mobility Bond Program
Project Name and Number- Reading Road Intersections (20109)
Estimated completion date: N/A
Estimated Number of Parcels: Acquire 16 parcels (In Addition to Original Estimate of 20 parcels)**

<u>Expense Category</u>	<u>Cost</u>
Project Manager Includes part-time manager for the duration of the project.	\$11,200.00
Title Work Includes Title agent and Title Review.	\$10,400.00
Appraisal	\$72,000.00
Appraisal Reviews	\$0.00
Administrative Support Includes Document specialist for preparation of legal documents, database support for tracking status reports and general project support.	\$24,000.00
Negotiations Includes Right of way agents to support acquiring process for mobility projects and condemnation support when necessary.	\$30,400.00
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	\$148,000.00

**Right-of-Way
Proposal
Mobility Bond Program
Project Name and Number- Benton Road (20104)
Estimated completion date: N/A
Estimated Number of Parcels: Acquire 1 parcel (In Addition to Original Estimate of 2 parcels)**

<u>Expense Category</u>	<u>Cost</u>
Project Manager Includes part-time manager for the duration of the project.	\$700.00
Title Work Includes Title agent and Title Review.	\$650.00
Appraisal	\$4,500.00
Appraisal Reviews	\$0.00
Administrative Support Includes Document specialist for preparation of legal documents, database support for tracking status reports and general project support.	\$1,500.00
Negotiations Includes Right of way agents to support acquiring process for mobility projects and condemnation support when necessary.	\$1,900.00
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	\$9,250.00

Relocation Services

Richmond St. (20118) 2 Relocations @ \$6,000.00/relocation \$ 12,000.00

Evergreen Segment 1 (20122x) 1 Relocation @ \$6,000.00 \$ 6,000.00

Evergreen Segment 2 (20123x) 4 Relocations @ \$6,000.00/relocation \$ 24,000.00

Total Additional Funds for P.O. #210754 \$ 328,750.00

Total Funds Previously Approved for P.O. #210754 \$2,374,100.00

Total for P.O. #210754 \$2,702,850.00

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

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:
2025-1269959

Date Filed:
02/15/2025

Date Acknowledged:
05/13/2025

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, Texas

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

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)