

the Scope of Services, within this time or within such additional time as may be extended by County.

4. **Compensation and Payment Terms.**

GUESS GROUP's fees for the Services shall be calculated at the rate(s) set forth in Exhibit "A" attached hereto. The Maximum Compensation to GUESS GROUP for the Services performed under this Agreement is Three Million, Seven Hundred Twenty-Two Thousand, Five Hundred Forty-Five and 08/100 Dollars (\$3,722,545.08). In no event shall the amount paid by County to GUESS GROUP under this Agreement exceed said Maximum Compensation without an approved change order.

- (a) GUESS GROUP understands and agrees that the Maximum Compensation stated is an all-inclusive amount and no additional fee, cost or reimbursed expense shall be added whatsoever to the fees stated in the attached Exhibit "A."
- (b) County will pay GUESS GROUP based on the following procedures: Upon completion of the tasks identified in the Scope of Services, GUESS GROUP shall submit to County staff person designated by the County Engineer, one (1) electronic (pdf) copy of the invoice showing the amounts due for services performed in a form acceptable to County. GUESS GROUP shall submit invoices no more frequently than on a monthly basis. County shall review such invoices and approve them within 30 calendar days with such modifications as are consistent with this Agreement and forward same to the Auditor for processing. County shall pay each such approved invoice within thirty (30) calendar days.
- (c) Accrual and payment of interest on any overdue payments assessed by GUESS GROUP, if any, shall be governed by Chapter 2251 of the Texas Government Code.
- (d) GUESS GROUP understands and agrees that County's obligation to make any payment(s) hereunder is dependent upon GUESS GROUP's completion of the Services in a timely, good, and professional manner and in accordance with the performance representations made in Section 25 of this Agreement. Therefore, County reserves the right to withhold payment pending verification of satisfactory work performed.

5. **Limit of Appropriation.** GUESS GROUP understands and agrees that the Maximum Compensation for the performance of the Services within the Scope of Services described in Section 2 above is \$3,722,545.08. In no event shall the amount paid by County under this Agreement exceed the Maximum Compensation without a County approved change order. GUESS GROUP 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 \$3,722,545.08 specifically allocated to fully discharge any and all liabilities County may incur under this Agreement. GUESS GROUP does further

understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total Maximum Compensation that GUESS GROUP may become entitled to and the total maximum sum that County may become liable to pay GUESS GROUP under this Agreement shall not under any conditions, circumstances, or interpretations thereof exceed \$3,722,545.08.

6. **Non-appropriation.** GUESS GROUP understands and agrees that in the event no funds or insufficient funds are appropriated by the County under this Agreement, County shall immediately notify GUESS GROUP in writing of such occurrence and the Agreement shall thereafter terminate and be null and void on the last day of the fiscal period for which appropriations were received or made without penalty, liability or expense to the County. In no event shall said termination of this Agreement or County's failure to appropriate said funds be deemed a breach or default of this Agreement or create a debt by County in any amount(s) in excess of those previously funded.
7. **Taxes.** GUESS GROUP understands and agrees that County is a governmental entity and political subdivision of the state of Texas, and as such, is exempt from payment of any sales and use taxes. County shall furnish evidence of its tax-exempt status upon written request by GUESS GROUP.
8. **Insurance.** Prior to commencement of the Services, GUESS GROUP shall furnish County with properly executed certificates of insurance which shall evidence all insurance required and provide that such insurance shall not be canceled, except on 30 days' prior written notice to County. GUESS GROUP shall provide certified copies of insurance endorsements and/or policies if requested by County. GUESS GROUP shall maintain such insurance coverage from the time Services commence until Services are completed and provide replacement certificates, policies and/or endorsements for any such insurance expiring prior to completion of Services. GUESS GROUP shall obtain such insurance written on an Occurrence form from such companies having Best's rating of A/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:
 - (a) Workers Compensation in accordance with the laws of the State of Texas. Substitutes to genuine Workers' Compensation Insurance will not be allowed.
 - (b) Employers' Liability insurance with limits of not less than \$1,000,000 per injury by accident, \$1,000,000 per injury by disease, and \$1,000,000 per bodily injury by disease.
 - (c) Commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policyholder.

- (d) Business Automobile Liability coverage applying to owned, non-owned and hired automobiles with limits not less than \$1,000,000 each occurrence combined single limit for Bodily Injury and Property Damage combined.
- (e) Professional Liability insurance with limits not less than \$1,000,000.

County and members of the Fort Bend County Commissioners Court shall be named as additional insured to all required coverage except for Workers' Compensation and Professional Liability (if required). All Liability policies written on behalf of GUESS GROUP shall contain a waiver of subrogation in favor of County.

If required coverage is written on a claims-made basis, GUESS GROUP warrants that any retroactive date applicable to coverage under the policy precedes the Effective Date of this Agreement and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of 2 years beginning from the time the work under this Agreement is completed.

GUESS GROUP shall not commence any portion of the work under this Agreement until it has obtained the insurance required herein and certificates of such insurance have been filed with and approved by County.

No cancellation of or changes to the certificates, or the policies, may be made without thirty (30) days prior, written notification to County.

Approval of the insurance by County shall not relieve or decrease the liability of the GUESS GROUP.

9. **Indemnity. PURSUANT TO SECTION 271.904 OF THE TEXAS LOCAL GOVERNMENT CODE, GUESS GROUP SHALL INDEMNIFY AND HOLD HARMLESS COUNTY, ITS OFFICIALS, OFFICERS, AND EMPLOYEES FROM AND AGAINST ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, LIABILITY, AND COSTS, INCLUDING THE REIMBURSEMENT OF REASONABLE ATTORNEY FEES, ARISING OUT OF OR RESULTING FROM AN ACT OF NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY GUESS GROUP OR GUESS GROUP'S AGENTS, EMPLOYEES, OR ANOTHER ENTITY OVER WHICH GUESS GROUP EXERCISES CONTROL. IN ADDITION, GUESS GROUP SHALL PROCURE AND MAINTAIN LIABILITY INSURANCE WITH COVERAGE AS PROVIDED IN SECTION 8 OF THIS AGREEMENT.**

GUESS GROUP SHALL TIMELY REPORT TO COUNTY ALL SUCH MATTERS ARISING UNDER THE INDEMNITY PROVISIONS ABOVE. UPON THE RECEIPT OF ANY CLAIM, DEMAND, SUIT, ACTION, PROCEEDING, LIEN, OR JUDGMENT, AND NO LATER THAN THE FIFTEENTH DAY OF EACH MONTH, GUESS GROUP SHALL PROVIDE COUNTY WITH A WRITTEN

REPORT ON EACH MATTER, SETTING FORTH THE STATUS OF EACH MATTER, THE SCHEDULE OR PLANNED PROCEEDINGS WITH RESPECT TO EACH MATTER, AND THE COOPERATION OR ASSISTANCE, IF ANY, OF COUNTY REQUIRED BY GUESS GROUP IN THE DEFENSE OF EACH MATTER. IN THE EVENT OF ANY DISPUTE BETWEEN THE PARTIES AS TO WHETHER A CLAIM, DEMAND, SUIT, ACTION, PROCEEDING, LIEN, OR JUDGMENT APPEARS TO HAVE BEEN CAUSED BY OR APPEARS TO HAVE ARISEN OUT OF OR RESULTS FROM AN ACT OF NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY GUESS GROUP, OR ITS AGENTS, EMPLOYEES, OR ANOTHER ENTITY OVER WHICH GUESS GROUP EXERCISES CONTROL, GUESS GROUP SHALL, NEVERTHELESS, FULLY DEFEND SUCH CLAIM, DEMAND, SUIT, ACTION, PROCEEDING, LIEN, OR JUDGMENT UNTIL AND UNLESS THERE IS A DETERMINATION BY A COURT OF COMPETENT JURISDICTION THAT SAID ACTS AND/OR OMISSIONS OF GUESS GROUP ARE NOT AT ISSUE IN THE MATTER.

THE INDEMNITY PROVISIONS OF THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT HOWEVER CAUSED, AND NO PAYMENT, PARTIAL PAYMENT, OR ISSUANCE OF CERTIFICATION OF COMPLETION OF THE SERVICES UNDER THIS AGREEMENT BY COUNTY, WHETHER IN WHOLE OR IN PART, SHALL WAIVE OR RELEASE ANY OF THE PROVISIONS OF THIS SECTION.

10. **Public Information Act.** GUESS GROUP expressly acknowledges and agrees that County is a public entity and as such, is subject to the provisions of the Texas Public Information Act under Chapter 552 of the Texas Government Code. In no event shall County be liable to GUESS GROUP for release of information pursuant to Chapter 552 of the Texas Government Code or any other provision of law. Except to the extent required by law or as directed by the Texas Attorney General, County agrees to maintain the confidentiality of information provided by GUESS GROUP expressly marked as proprietary or confidential. County shall not be liable to GUESS GROUP for any disclosure of any proprietary or confidential information if such information is disclosed under Texas law or at the direction of the Texas Attorney General. GUESS GROUP further acknowledges and agrees that the terms and conditions of this Agreement are not proprietary or confidential information.
11. **Compliance with Laws.** GUESS GROUP shall comply with all federal, state, and local laws, statutes, ordinances, rules, regulations, and the decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. GUESS GROUP, in providing all services hereunder, further agrees to abide by the provisions of any applicable Federal or State Data Privacy Act.
12. **Independent Contractor.** In the performance of work or services hereunder, GUESS GROUP shall be deemed an independent Contractor, and any of its agents, employees, officers, or volunteers performing work required hereunder shall be deemed solely as

employees of GUESS GROUP. GUESS GROUP and its agents, employees, officers, or volunteers shall not, by performing work pursuant to this Agreement, be deemed to be employees, agents, or servants of County and shall not be entitled to any of the privileges or benefits of County employment.

13. **Use of Customer Name.** GUESS GROUP may use County's name without County's prior written consent only in GUESS GROUP's customer lists. Any other use of County's name by GUESS GROUP must have the prior written consent of County.
14. **County/County Data.** Nothing in this Agreement shall be construed to waive the requirements of Section 205.009 of the Texas Local Government Code.
15. **Personnel.** GUESS GROUP represents that it presently has, or is able to obtain adequate qualified personnel in its employment for the timely performance of the Services required under this Agreement and that GUESS GROUP shall furnish and maintain, at its own expense, adequate and sufficient personnel, in the opinion of County, to perform the Services when and as required and without delays.

All employees of GUESS GROUP shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee or agent of GUESS GROUP who, in County's opinion, is incompetent or by his conduct becomes detrimental to providing Services pursuant to this Agreement, shall, upon request of County, immediately be removed from association with the Services required under this Agreement.

When performing Services on-site at County's facilities, GUESS GROUP shall comply with, and will require that all GUESS GROUP's Personnel comply with, all applicable rules, regulations and known policies of County that are communicated to GUESS GROUP in writing, including security procedures concerning systems and data and remote access thereto, building security procedures, including the restriction of access by County to certain areas of its premises or systems for security reasons, and general health and safety practices and procedures.

16. **Confidential and Proprietary Information.** GUESS GROUP acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this Agreement, be exposed to or acquire information that is confidential to County. Any and all information of any form obtained by GUESS GROUP or its employees or agents from County in the performance of this Agreement shall be deemed to be confidential information of County ("Confidential Information"). Any reports or other documents or items (including software) that result from the use of the Confidential Information by GUESS GROUP shall be treated with respect to confidentiality in the same manner as the Confidential Information. Confidential Information shall be deemed not to include information that (a) is or becomes (other than by disclosure by GUESS GROUP) publicly known or is contained in a publicly available document; (b) is rightfully in GUESS GROUP's

possession without the obligation of nondisclosure prior to the time of its disclosure under this Agreement; or (c) is independently developed by employees or agents of GUESS GROUP who can be shown to have had no access to the Confidential Information.

GUESS GROUP agrees to hold Confidential Information in strict confidence, using at least the same degree of care that GUESS GROUP uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than the provision of Services to County hereunder, and to advise each of its employees and agents of their obligations to keep Confidential Information confidential. GUESS GROUP shall use its best efforts to assist County in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limitation of the foregoing, GUESS GROUP shall advise County immediately in the event GUESS GROUP learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Agreement and GUESS GROUP will at its expense cooperate with County in seeking injunctive or other equitable relief in the name of County or GUESS GROUP against any such person. GUESS GROUP agrees that, except as directed by County, GUESS GROUP will not at any time during or after the term of this Agreement disclose, directly or indirectly, any Confidential Information to any person, and that upon termination of this Agreement or at County's request, GUESS GROUP will promptly turn over to County all documents, papers, and other matters in GUESS GROUP's possession which embody Confidential Information.

GUESS GROUP acknowledges that a breach of this Section, including disclosure of any Confidential Information, or disclosure of other information that, at law or in equity, ought to remain confidential, will give rise to irreparable injury to County that is inadequately compensable in damages. Accordingly, County may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. GUESS GROUP acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interest of County and are reasonable in scope and content.

GUESS GROUP in providing all services hereunder agrees to abide by the provisions of any applicable Federal or State Data Privacy Act.

17. **Ownership and Reuse of Documents.** All work product and data produced or developed under this Agreement by GUESS GROUP including any documents, data, notes, reports, research, graphic presentation materials, and any other related material (collectively, "Materials"), shall at all times be the property of County. County, at all times, shall have a right of access to the Materials. GUESS GROUP shall promptly furnish and deliver all such Materials to County on request. Notwithstanding the foregoing, GUESS GROUP shall bear no liability or responsibility for Materials that have been modified post-delivery to

County or used by County for a purpose other than that for which they were prepared under this Agreement.

18. **Inspection of Books and Records.** GUESS GROUP shall permit County, or any duly authorized agent of County, to inspect and examine the books, records, information, and documentation (collectively, "Records") of GUESS GROUP which relate to the Services provided under this Agreement for the purposes of making audits, examinations, excerpts, copies, and transcriptions. GUESS GROUP shall maintain all such Records in a readily available state and location, reasonably accessible to County or their authorized representatives. County's right to inspect such books and records shall survive the termination of this Agreement for a period of four (4) years, or until any litigation concerning any of the Services has been satisfactorily resolved, whichever occurs later. **GUESS GROUP SHALL NOT DESTROY OR DISCARD ANY RECORDS REASONABLY RELATED TO THIS AGREEMENT OR THE SERVICES, UNLESS THE TIME PERIOD FOR MAINTAINING THE SAME HAS EXPIRED.**

19. **Termination.**

- (a) Without Cause. County, in its sole discretion, and without prejudice to any other remedy to which it may be entitled to at law or in equity, may terminate this Agreement, in whole or in part, without cause, upon thirty (30) days prior written notice to GUESS GROUP.
- (b) With Cause. County, in its sole discretion, and without prejudice to any other remedy to which it may be entitled to at law or in equity, may terminate this Agreement, in whole or in part, with cause, for any of the following reasons, each of which shall constitute a material breach and "Default" of the Agreement:
 - (1) GUESS GROUP fails to perform any portion of the Scope of Services within the timeframe(s) provided under this Agreement.
 - (2) GUESS GROUP fails to comply with County's documentation and reporting requirements, terms and requirements of this Agreement, or applicable federal, state, or local laws and regulations.
 - (3) Non-performance and suspension of the Agreement by GUESS GROUP that exceeds thirty (30) calendar days due to Force Majeure.
 - (4) GUESS GROUP fails to perform any obligation under this Agreement or as required by law, ordinance, or regulation and such failure creates an imminent threat to the public health and/or safety.

- (5) GUESS GROUP otherwise materially breaches any of the covenants or terms and conditions set forth in this Agreement or fails to perform any of the other provisions of this Agreement or so fails to make progress as to endanger performance of this Agreement in accordance with its terms.
 - (6) County shall notify GUESS GROUP in writing of the alleged Default in reasonable detail (“Notice”). Upon receipt of said Notice, GUESS GROUP shall have opportunity to cure such Default within the time specified in the Notice by County. If GUESS GROUP fails to cure such Default within such time, and to the reasonable satisfaction of County, then County may elect to terminate this Agreement for cause.
 - (7) If, after termination of the Agreement by County for cause, it is determined for any reason whatsoever that GUESS GROUP was not in Default, or that the Default was excusable, the rights and obligations of the Parties hereunder shall be the same as if the termination had been issued by County without cause in accordance with this Agreement.
- (c) Upon termination of this Agreement for any reason, GUESS GROUP shall cease all work and activity for the Services by the date specified by County and shall not incur any new obligations or perform any additional services for the work performed hereunder beyond the specified date. County shall compensate GUESS GROUP in accordance with Section 4, above, for such work provided by GUESS GROUP under this Agreement prior to its termination and which has not been previously presented for payment by GUESS GROUP to County.
 - (d) If County terminates this Agreement as provided in this Section, no fees of any type, other than fees due and payable at the termination date, shall thereafter be paid to GUESS GROUP.
20. **Force Majeure.** In the event either Party is rendered unable, wholly or in part, by Force Majeure to carry out any of its obligations under this Agreement, then, within a reasonable time after the occurrence of such event, but no later than ten (10) calendar days after, the Party whose obligations are so affected (the “Affected Party”) thereby shall notify the other in writing stating the nature of the event and the anticipated duration. The Affected Party’s obligations under this Agreement shall be suspended during the continuance of any delay or inability caused by the event, but for no longer period. The Affected Party shall further endeavor to remove or overcome such delay or inability as soon as is reasonably possible.

For purposes of this Agreement, Force Majeure includes, but is not limited to: acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, orders

of any kind of the government of the United States of America or the State of Texas or any civil or military authority other than a Party to this Agreement, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, severe storms, floods, washouts, drought, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines or canals, and any other incapacities of any Party, similar to those enumerated, which are not within the control of the Party claiming such inability, which such Party could not have avoided by the reasonable exercise of due diligence and care.

21. **Assignment.** GUESS GROUP shall not assign this Agreement to another party without the prior written consent of County, which consent shall not be unreasonably withheld, conditioned, or delayed. Any purported or attempted assignment or transfer in violation of this Section shall be null and void.
22. **Successors and Assigns Bound.** County and GUESS GROUP each bind themselves and their successors and assigns to the other Party and to the successors and assigns of such other Party, with respect to all covenants of this Agreement.
23. **Publicity.** Contact with citizens of Fort Bend County, media outlets, or other governmental agencies shall be the sole responsibility of County. Under no circumstances, whatsoever, shall GUESS GROUP release any material or information developed or received during the performance of Services hereunder unless GUESS GROUP obtains the express written approval of County or is required to do so by law.
24. **Notice.** Any and all notices required or permitted under this Agreement shall be in writing and shall be mailed by certified mail, return receipt requested, or personally delivered to the following addresses:

If to County: Fort Bend County Engineering
Attn: County Engineer
301 Jackson Street, 4th Floor
Richmond, Texas 77469

And

Fort Bend County, Texas
Attn: County Judge
401 Jackson Street, 1st Floor
Richmond, Texas 77469

If to GUESS GROUP: The Guess Group, Inc.
3100 Timmons, Suite 200
Houston, Texas 77027

Within five (5) business days of the Effective Date of this Agreement, each Party to this Agreement shall designate in writing to the other Party one person and one alternate person to be that Party's designated spokesperson for communications between the Parties.

25. **Standard of Care.** Pursuant to Section 271.904 of the Texas Local Government Code, GUESS GROUP represents to County that GUESS GROUP has the skill and knowledge ordinarily possessed by well-informed members of its trade or profession ("Professionals") practicing in the greater Houston metropolitan area. GUESS GROUP shall provide the Services to County with the same professional skill and care ordinarily provided by such Professionals under the same or similar circumstances and professional license and as expeditiously as is prudent considering the ordinary professional skill and care of a competent Professional.
26. **Additional Terms.** The following terms shall be initiated only upon County's prior written notice and request to GUESS GROUP:
 - (a) Utilization of County Acquisition Documents: Upon County's written request, GUESS GROUP shall utilize and complete the County's standard forms, templates, and specific legal documents for all property acquisitions under this Agreement, including but not limited to, deeds, easements, temporary easements, releases, and any other instruments of conveyance. GUESS GROUP shall ensure that all such documents are accurately completed with relevant property and party information. This requirement does not diminish the GUESS GROUP's responsibility to ensure the legal sufficiency and accuracy of information contained within such documents.
 - (b) Ad Valorem Tax Collection at Closing: Upon County's written request, GUESS GROUP shall coordinate with County to identify any outstanding ad valorem (property) taxes, including delinquent taxes, interest, and penalties, and shall ensure that such taxes are fully satisfied and paid in full at or prior to closing. GUESS GROUP shall coordinate with the County, including the County Tax Assessor-Collector's Office, to obtain accurate tax certificates and payoff amounts. All final tax prorations and payments shall be clearly documented on the closing statement.

27. **Travel Policy.** Mutually approved travel and mileage expenses incurred in the performance of the Services hereunder will be reimbursed to GUESS GROUP only to the extent that those costs do not exceed Fort Bend County travel reimbursement allowances. A copy of County's Travel Policy with those reimbursement limits shall be provided to GUESS GROUP upon request.
28. **Arbitration, Litigation Waiver, and Attorney Fees.** County does not agree to submit disputes arising out of this Agreement to binding arbitration nor does County agree to pay any and/or all attorney fees incurred by GUESS GROUP in any way associated with this Agreement. Therefore, any references in GUESS GROUP's Proposal to binding arbitration, waiver of a right to litigate a dispute, or payment of attorney fees are hereby deleted.
29. **No Waiver of Jury Trial.** County does not agree that all disputes (including any claims or counterclaims) arising from or related to this Agreement shall be resolved without a jury. Therefore, any references in GUESS GROUP's Proposal to County's waiver of jury trial are hereby deleted.
30. **Limitations.** Limitations for the right to bring an action, regardless of form, shall be governed by the applicable laws of the State of Texas, and any provisions to the contrary in GUESS GROUP's Proposal are hereby deleted.
31. **Indemnification by County. GUESS GROUP UNDERSTANDS AND AGREES THAT UNDER THE TEXAS CONSTITUTION AND THE LAWS OF THE STATE OF TEXAS, COUNTY CANNOT ENTER INTO AN AGREEMENT WHEREBY COUNTY AGREES TO INDEMNIFY OR HOLD HARMLESS ANOTHER PARTY. THEREFORE, ANY AND ALL REFERENCES IN GUESS GROUP'S PROPOSAL TO COUNTY DEFENDING, INDEMNIFYING, OR HOLDING OR SAVING HARMLESS GUESS GROUP OR ANY OTHER PARTY, FOR ANY REASON WHATSOEVER, ARE HEREBY DELETED.**
32. **Entire Agreement and Modification.** This Agreement constitutes the entire Agreement between the Parties and supersedes all previous agreements, written or oral, pertaining to the subject matter of this Agreement. Any amendment to this Agreement must be in writing and signed by each Party to come into full force and effect. **IT IS ACKNOWLEDGED BY GUESS GROUP THAT NO OFFICER, AGENT, EMPLOYEE, OR REPRESENTATIVE OF COUNTY HAS ANY AUTHORITY TO CHANGE THE TERMS OF THIS AGREEMENT OR ANY ATTACHED EXHIBITS HERETO UNLESS EXPRESSLY AUTHORIZED BY THE FORT BEND COUNTY COMMISSIONERS COURT.**
33. **Conflict.** In the event there is a conflict among the terms of this document entitled "Agreement for Professional Services" and the terms of GUESS GROUP's Proposal or any other exhibit attached hereto, the terms of this document shall prevail with regard to the conflict.

34. **Understanding Fair Construction.** By execution of this Agreement, the Parties acknowledge that they have read and understood each provision, term, and obligation contained herein. This Agreement, although drawn by one party, shall be construed fairly and reasonably and not more strictly against the drafting Party than the non-drafting Party.
35. **Severability.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
36. **No Waiver of Immunity.** Neither the execution of this Agreement nor any other conduct of either Party relating to this Agreement shall be considered a waiver or surrender by County of its governmental powers or immunity under the Texas Constitution or the laws of the state of Texas.
37. **Applicable Law and Venue.** This Agreement shall be construed according to the laws of the state of Texas. Venue for any claim arising out of or relating to the subject matter of this Agreement shall lie in a court of competent jurisdiction of Fort Bend County, Texas.
38. **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, GUESS GROUP hereby verifies that GUESS GROUP 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, GUESS GROUP 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, GUESS GROUP 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, GUESS GROUP 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, GUESS GROUP 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.

- 39. **Human Trafficking.** BY ACCEPTANCE OF THIS AGREEMENT, GUESS GROUP 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.
- 40. **Captions.** The section captions used in this Agreement are for convenience of reference only and do not affect the interpretation or construction of the Agreement.
- 41. **Electronic and Digital Signatures.** The Parties to this Agreement agree that any electronic and/or digital signatures of the Parties included in this Agreement are intended to authenticate this writing and shall have the same force and effect as the use of manual signatures.
- 42. **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}

IN WITNESS WHEREOF, and intending to be legally bound, County and GUESS GROUP hereto have executed this Agreement to be effective on the date signed by the last Party hereto.

FORT BEND COUNTY, TEXAS

THE GUESS GROUP, INC.

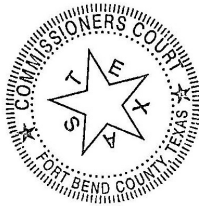
KP George
KP George, County Judge

John L. Guess III
Authorized Agent - Signature

September 9, 2025
Date

John L. Guess III
Authorized Agent- Printed Name

ATTEST:



Laura Richard
Laura Richard, County Clerk

President
Title

8/25/2025
Date

APPROVED:

J. Stacy Slawinski
J. Stacy Slawinski, County Engineer

AUDITOR'S CERTIFICATE

I hereby certify that funds in the amount of \$ 3,722,545.08 are available to pay the obligation of Fort Bend County, Texas within the foregoing Agreement.

Robert Ed Sturdivant
Robert Ed Sturdivant, County Auditor

EXHIBIT A

(Follows Behind)

*THE GUESS GROUP,
INC. - PROPOSAL FOR
ACQUISITION
SERVICES*

Presented to Fort Bend County Engineering for the acquisition of property
for the improvement of mobility in Fort Bend County, TX

2023 Mobility
Bond Program,
For Various
Projects

Proposal for Right-of-Way Services

Prepared for: Fort Bend Engineering

Regarding: 2023 Mobility Bond Program, Various Projects (outlined below), 251 Parcels

Contract Amount: Not Available

Proposed Contract Amount: **\$3,722,545.08**

Prepared by: The Guess Group, Inc.

Date: August 7, 2025

1. *Introduction*

The Guess Group, Inc. is pleased to present this proposal for providing Right-of-Way (ROW) services. With extensive experience in real estate acquisition, property management, and infrastructure development, we are well-equipped to assist with securing the necessary land rights for your project efficiently and in compliance with all regulatory requirements.

Our team understands the complexities of ROW acquisition, including negotiations with property owners, valuation assessments, title research, and regulatory compliance. We are committed to delivering a streamlined process that minimizes project delays while ensuring fair and equitable treatment of all stakeholders.

2. *Scope of Services*

We will conduct the following ROW services:

A. Property Appraisal & Valuation

- Conducting property assessments to determine fair market value.

B. Negotiation & Acquisition

- Working with Barry Barnes and Associates, P.L.L.C. and/or assigned title company to obtain title reports.
- Engaging with property owners by letters, telephone calls and site visits when necessary to secure fee ownership of parcels identified by Fort Bend County, first by donation, and, if donation request rejected, then by arm's-length negotiations.
- Preparing purchase agreements and necessary documentation in conjunction with Fort Bend County's legal department.

- Ensuring compliance with federal, state, and local regulations.

C. Relocation Assistance (If Applicable)

- Assisting displaced property owners or tenants in securing relocation benefits.
- Coordinating with government agencies to ensure compliance with relocation laws.

3. Staff For Project

The following team members will be utilized for this project:

- **Lead Supervisor** – John L. Guess, III, leads and directs communication with Fort Bend County lead project contacts, ensures compliance with all applicable rules and regulations and oversees project to completion.
- **Project Manager** – supervises operations for this project, ensuring ROW agents and support staff follow procedures, rules and regulations, and complete acquisitions within the timeline determined by Fort Bend County. This position works with and reports to the Lead Supervisor.
- **ROW Agents** – negotiate donations or offers to purchase in alignment with appraised value and arrange for closing of parcel transactions under the supervision of the Lead Supervisor.
- **Appraisers** – The Guess Group, Inc. subcontracts/or will create a subcontractor relationship for appraisal services with JoVann Appraisal Company, Stewart’s Appraisal Service, and Salem Valuation Solutions to obtain appraisals within 30-45 days of the date any given appraisal is ordered.
- **Title Work** – We will work with Barry Barnes and Associates, P.L.L.C. and/or assigned title company to obtain title reports and closings for each parcel.
- **Administrative** – assists with research, dissemination of information to landowners, and database support for tracking purposes, along with other assigned duties that support overall completion of the project.

4. Outcomes

At the closing of each parcel, The Guess Group, Inc. will have provided:

- Completed file including required documents uploaded to Masterworks showing negotiation history, title and appraisal documents, and any original documents showing ownership transfer to Fort Bend County. Notwithstanding the foregoing, with regard to parcels referred to Fort Bend County for condemnation, said parcels will be packaged to include all documentation requested by the Fort Bend County legal department for pursuit of condemnation.
- Status reports regarding our progress, both written and oral (as requested) on at least a monthly basis.

5. Cost Estimate

A detailed cost breakdown is attached for your reference.

6. Conclusion

The Guess Group, Inc. is committed to delivering professional, efficient, and legally compliant Right-of-Way services. Please let us know of any questions regarding this proposal.

Sincerely,



John L. Guess, III
President/Lead Supervisor
The Guess Group, Inc.

Attachments: Billing Rate Sheet
Estimated Budgets Per Project

BILLING RATE SHEET

Job Title	Hourly Rate
Lead Supervisor	\$250.00/HR
Project Manager	\$150.00/HR
Legal Counsel	\$250.00/HR
Relocation Supervisor	\$150.00/HR
Relocation Agent	\$150.00/HR
Supervisor - Acquisitions	\$150.00/HR
Supervisor - Projects	\$150.00/HR
Supervisor – Right-of-Way Agents	\$125.00/HR
Right-of-Way Agent (Senior)	\$110.00/HR
Right-of-Way Agent (Junior)	\$95.00/hr
Due Dilligence Supervisor	\$125.00/HR
Due Dilligence/Database Manager	\$90.00/HR
Due Diligence – Title Reviewer	\$115.00/HR
Advisor - Regulations	\$115.00/HR
Project Administration Manager	\$90.00/HR
Lead Administrator 1	\$80.00/HR
Lead Administrator 2	\$80.00/HR
Administrator 2	\$60.00/HR
Administrator 3	\$40.00/HR

PROJECTS BUDGETS

Project No. 23410; Project Name: Gaines Road Segment 2; Number of Parcels: 2

Expenses	Total Cost
<i>Project Management</i>	\$4,859.18
<i>Negotiations</i>	\$4,859.18
<i>Appraisals*</i>	\$7,000.00
<i>Appraisal Review</i>	\$3,000.00
<i>Title Work</i>	N/A**
<i>Admin Support</i>	\$4,859.18
<i>Miscellaneous Office Expenditures</i>	\$4,859.18
Total:	\$29,436.72

Project No. 23205; Project Name: Benton Road Segment 1; Number of Parcels: 5

Expenses	Total Cost
<i>Project Management</i>	\$12,147.95
<i>Negotiations</i>	\$12,147.95
<i>Appraisals*</i>	\$17,500.00
<i>Appraisal Review</i>	\$7,500.00
<i>Title Work</i>	N/A**
<i>Admin Support</i>	\$12,147.95
<i>Miscellaneous Office Expenditures</i>	\$12,147.95
Total:	\$73,591.80

Project No. 23206; Project Name: Masterson Road; Number of Parcels: 4

Expenses	Total Cost
<i>Project Management</i>	\$9,718.36
<i>Negotiations</i>	\$9,718.36
<i>Appraisals*</i>	\$14,000.00
<i>Appraisal Review</i>	\$6,000.00
<i>Title Work</i>	N/A**
<i>Admin Support</i>	\$9,718.36
<i>Miscellaneous Office Expenditures</i>	\$9,718.36
Total:	\$58,873.44

Project No. 23218x; Project Name: Post Road Seg. 1; Number of Parcels: 6

Expenses	Total Cost
<i>Project Management</i>	\$14,477.54
<i>Negotiations</i>	\$14,477.54
<i>Appraisals*</i>	\$21,000.00
<i>Appraisal Review</i>	\$9,000.00
<i>Title Work</i>	N/A**
<i>Admin Support</i>	\$14,477.54
<i>Miscellaneous Office Expenditures</i>	\$14,477.54
Total:	\$87,910.16

Project No. 23219x; Project Name: Post Road Seg. 2; Number of Parcels: 6

Expenses	Total Cost
<i>Project Management</i>	\$14,477.54
<i>Negotiations</i>	\$14,477.54
<i>Appraisals*</i>	\$21,000.00
<i>Appraisal Review</i>	\$9,000.00
<i>Title Work</i>	N/A**
<i>Admin Support</i>	\$14,477.54
<i>Miscellaneous Office Expenditures</i>	\$14,477.54
Total:	\$87,910.16

Project No. 23223x; Project Name: Ricefield Road Seg. 2; Number of Parcels: 5

Expenses	Total Cost
<i>Project Management</i>	\$12,147.95
<i>Negotiations</i>	\$12,147.95
<i>Appraisals*</i>	\$17,500.00
<i>Appraisal Review</i>	\$7,500.00
<i>Title Work</i>	N/A**
<i>Admin Support</i>	\$12,147.95
<i>Miscellaneous Office Expenditures</i>	\$12,147.95
Total:	\$73,591.80

Project No. 23222x; Project Name: Ricefield Road Seg. 1; Number of Parcels: 15

Expenses	Total Cost
<i>Project Management</i>	\$36,443.85
<i>Negotiations</i>	\$36,443.85
<i>Appraisals*</i>	\$52,500.00
<i>Appraisal Review</i>	\$22,500.00
<i>Title Work</i>	N/A**
<i>Admin Support</i>	\$36,443.85
<i>Miscellaneous Office Expenditures</i>	\$36,443.85
Total:	\$220,775.40

Project No. 23214; Project Name: Third St. and Shadow Gate Lane; Number of Parcels: 51

Expenses	Total Cost
<i>Project Management</i>	\$123,909.09
<i>Negotiations</i>	\$123,909.09
<i>Appraisals*</i>	\$178,500.00
<i>Appraisal Review</i>	\$76,500.00
<i>Title Work</i>	N/A**
<i>Admin Support</i>	\$123,909.09
<i>Miscellaneous Office Expenditures</i>	\$123,909.09
Total:	\$750,636.36

Project No. 23204; Project Name: Kentucky Road; Number of Parcels: 24

Expenses	Total Cost
<i>Project Management</i>	\$58,310.16
<i>Negotiations</i>	\$58,310.16
<i>Appraisals*</i>	\$84,000.00
<i>Appraisal Review</i>	\$36,000.00
<i>Title Work</i>	N/A**
<i>Admin Support</i>	\$58,310.16
<i>Miscellaneous Office Expenditures</i>	\$58,310.16
Total:	\$353,240.64

Project No. 23210; Project Name: Needville Fairchilds Road S1; Number of Parcels: 8

Expenses	Total Cost
<i>Project Management</i>	\$19,436.72
<i>Negotiations</i>	\$19,436.72
<i>Appraisals*</i>	\$28,000.00
<i>Appraisal Review</i>	\$12,000.00
<i>Title Work</i>	N/A**
<i>Admin Support</i>	\$19,436.72
<i>Miscellaneous Office Expenditures</i>	\$19,436.72
Total:	\$117,746.88

Project No. 23210-a; Project Name: Needville Fairchilds Road S2; Number of Parcels: 5

Expenses	Total Cost
<i>Project Management</i>	\$12,147.95
<i>Negotiations</i>	\$12,147.95
<i>Appraisals*</i>	\$17,500.00
<i>Appraisal Review</i>	\$7,500.00
<i>Title Work</i>	N/A**
<i>Admin Support</i>	\$12,147.95
<i>Miscellaneous Office Expenditures</i>	\$12,147.95
Total:	\$73,591.80

Project No. 23211; Project Name: Colony Road; Number of Parcels: 7

Expenses	Total Cost
<i>Project Management</i>	\$17,007.13
<i>Negotiations</i>	\$17,007.13
<i>Appraisals*</i>	\$24,500.00
<i>Appraisal Review</i>	\$10,500.00
<i>Title Work</i>	N/A**
<i>Admin Support</i>	\$17,007.13
<i>Miscellaneous Office Expenditures</i>	\$17,007.13
Total:	\$103,028.52

Project No. 23217x; Project Name: Sears Road; Number of Parcels: 10

Expenses	Total Cost
<i>Project Management</i>	\$24,295.90
<i>Negotiations</i>	\$24,295.90
<i>Appraisals*</i>	\$35,000.00
<i>Appraisal Review</i>	\$15,000.00
<i>Title Work</i>	N/A**
<i>Admin Support</i>	\$24,295.90
<i>Miscellaneous Office Expenditures</i>	\$24,295.90
Total:	\$147,183.60

Project No. 23220x; Project Name: Hillcroft Road; Number of Parcels: 1

Expenses	Total Cost
<i>Project Management</i>	\$2,429.59
<i>Negotiations</i>	\$2,429.59
<i>Appraisals*</i>	\$3,500.00
<i>Appraisal Review</i>	\$1,500.00
<i>Title Work</i>	N/A**
<i>Admin Support</i>	\$2,429.59
<i>Miscellaneous Office Expenditures</i>	\$2,429.59
Total:	\$14,718.36

Project No. 23221x; Project Name: McKeever Road; Number of Parcels: 1

Expenses	Total Cost
<i>Project Management</i>	\$2,429.59
<i>Negotiations</i>	\$2,429.59
<i>Appraisals*</i>	\$3,500.00
<i>Appraisal Review</i>	\$1,500.00
<i>Title Work</i>	N/A**
<i>Admin Support</i>	\$2,429.59
<i>Miscellaneous Office Expenditures</i>	\$2,429.59
Total:	\$14,718.36

Project No. 23405; Project Name: Powerline Road Segment 1; Number of Parcels: 15

Expenses	Total Cost
<i>Project Management</i>	\$36,443.85
<i>Negotiations</i>	\$36,443.85
<i>Appraisals*</i>	\$52,500.00
<i>Appraisal Review</i>	\$22,500.00
<i>Title Work</i>	N/A**
<i>Admin Support</i>	\$36,443.85
<i>Miscellaneous Office Expenditures</i>	\$36,443.85
Total:	\$220,775.40

Project No. 23406; Project Name: Powerline Road Segment 2; Number of Parcels: 20

Expenses	Total Cost
<i>Project Management</i>	\$48,591.80
<i>Negotiations</i>	\$48,591.80
<i>Appraisals*</i>	\$70,000.00
<i>Appraisal Review</i>	\$30,000.00
<i>Title Work</i>	N/A**
<i>Admin Support</i>	\$48,591.80
<i>Miscellaneous Office Expenditures</i>	\$48,591.80
Total:	\$294,367.20

Project No. 23408; Project Name: Clodine Road Segment 2; Number of Parcels: 6

Expenses	Total Cost
<i>Project Management</i>	\$14,477.54
<i>Negotiations</i>	\$14,477.54
<i>Appraisals*</i>	\$21,000.00
<i>Appraisal Review</i>	\$9,000.00
<i>Title Work</i>	N/A**
<i>Admin Support</i>	\$14,477.54
<i>Miscellaneous Office Expenditures</i>	\$14,477.54
Total:	\$87,910.16

Project No. 23409; Project Name: Gaines Road Segment 1; Number of Parcels: 5

Expenses	Total Cost
<i>Project Management</i>	\$12,147.95
<i>Negotiations</i>	\$12,147.95
<i>Appraisals*</i>	\$17,500.00
<i>Appraisal Review</i>	\$7,500.00
<i>Title Work</i>	N/A**
<i>Admin Support</i>	\$12,147.95
<i>Miscellaneous Office Expenditures</i>	\$12,147.95
Total:	\$73,591.80

Project No. 23415; Project Name: Bellaire Blvd. @ South Mason Road Turn Lanes; Number of Parcels: 4

Expenses	Total Cost
<i>Project Management</i>	\$9,718.36
<i>Negotiations</i>	\$9,718.36
<i>Appraisals*</i>	\$14,000.00
<i>Appraisal Review</i>	\$6,000.00
<i>Title Work</i>	N/A**
<i>Admin Support</i>	\$9,718.36
<i>Miscellaneous Office Expenditures</i>	\$9,718.36
Total:	\$58,873.44

Project No. 23416; Project Name: Bellaire Blvd. @ Grand Mission Turn Lanes; Number of Parcels: 4

Expenses	Total Cost
<i>Project Management</i>	\$9,718.36
<i>Negotiations</i>	\$9,718.36
<i>Appraisals*</i>	\$14,000.00
<i>Appraisal Review</i>	\$6,000.00
<i>Title Work</i>	N/A**
<i>Admin Support</i>	\$9,718.36
<i>Miscellaneous Office Expenditures</i>	\$9,718.36
Total:	\$58,873.44

Project No. 23404; Project Name: Band Road; Number of Parcels: 13

Expenses	Total Cost
<i>Project Management</i>	\$31,584.67
<i>Negotiations</i>	\$31,584.67
<i>Appraisals*</i>	\$45,500.00
<i>Appraisal Review</i>	\$19,500.00
<i>Title Work</i>	N/A**
<i>Admin Support</i>	\$31,584.67
<i>Miscellaneous Office Expenditures</i>	\$31,584.67
Total:	\$191,338.68

Project No. 23407; Project Name: Clodine Road Segment 1; Number of Parcels: 4

Expenses	Total Cost
<i>Project Management</i>	\$9,718.36
<i>Negotiations</i>	\$9,718.36
<i>Appraisals*</i>	\$14,000.00
<i>Appraisal Review</i>	\$6,000.00
<i>Title Work</i>	N/A**
<i>Admin Support</i>	\$9,718.36
<i>Miscellaneous Office Expenditures</i>	\$9,718.36
Total:	\$58,873.44

Project No. 23411; Project Name: Humphrey Way; Number of Parcels: 10

Expenses	Total Cost
<i>Project Management</i>	\$24,295.90
<i>Negotiations</i>	\$24,295.90
<i>Appraisals*</i>	\$35,000.00
<i>Appraisal Review</i>	\$15,000.00
<i>Title Work</i>	N/A**
<i>Admin Support</i>	\$24,295.90
<i>Miscellaneous Office Expenditures</i>	\$24,295.90
Total:	\$147,183.60

Project No. 23412; Project Name: Charlie Roberts Lane; Number of Parcels: 14

Expenses	Total Cost
<i>Project Management</i>	\$34,014.26
<i>Negotiations</i>	\$34,014.26
<i>Appraisals*</i>	\$49,000.00
<i>Appraisal Review</i>	\$21,000.00
<i>Title Work</i>	N/A**
<i>Admin Support</i>	\$34,014.26
<i>Miscellaneous Office Expenditures</i>	\$34,014.26
Total:	\$206,057.04

Project No. 23413; Project Name: 1st Street; Number of Parcels: 8

Expenses	Total Cost
<i>Project Management</i>	\$19,436.72
<i>Negotiations</i>	\$19,436.72
<i>Appraisals*</i>	\$28,000.00
<i>Appraisal Review</i>	\$12,000.00
<i>Title Work</i>	N/A**
<i>Admin Support</i>	\$19,436.72
<i>Miscellaneous Office Expenditures</i>	\$19,436.72
Total:	\$117,746.88

Grand Total Estimated Costs: \$3,722,545.08

Notes:

- Relocation services costs will be determined on an as needed basis according to submitted Rate Sheet.
- Business mileage will be billed at current IRS rates.
- *Appraisal price will vary between \$3,500 - \$4,500 depending upon property type appraised.
- **Fee for title work to be determined by separate agreement between Fort Bend and Title Company.

EXHIBIT B

Right-of Way Scope of Work

Acquisition Firms are responsible for managing the right-of-way acquisition process, ensuring all activities are accurately documented in the Masterworks.

Key responsibilities:

Performance & Monitoring

Acquisition firms must provide regular progress reports detailing completed tasks, pending actions, and any challenges encountered. Periodic status meetings will be held to review project milestones ensure adherence to timelines and address any issues and ensure all documentation and processes comply with established standards.

Property Verification and Owner Outreach

Acquisition firms begin by verifying ownership details through surveys and preliminary research, ensuring all information is accurate. They update records in the system and initiate contact with property owners, providing required notices, surveys, and the Bill of Rights. All outreach efforts and property details must be accurately recorded in Masterworks to maintain a clear acquisition History.

Title Examination and Documentation

As part of the acquisition process firms work with title companies to open and review title commitments. They examine ownership details and identify any encumbrances, such as liens or judgements.

Valuation and assessment Coordination

To determine fair market value acquisition firms, facilitate property appraisals, coordinating meetings between appraisers and landowners. They document any potential relocation needs and submit appraisal reports for county approval. All appraisal records and valuation assessments must be entered into Masterworks for tracking and approval purposes.

Offer presentation and Negotiation Management

Acquisition firms handle negotiations by formally presenting initial offers to property owners and tracking all interactions. They review counteroffers, ensure accuracy, and submit them for county evaluation. Once the county decides, they issue approval or denial letters. When and if necessary, prepare documentation for condemnation process. Every step of the negotiation, including offers, counteroffers, and property owner communications, must be documented in Masterworks to maintain a complete transaction history.

Finalizing Transactions and Closing Procedures

To complete the acquisition, firms obtain updated title documents, resolve outstanding encumbrances, and coordinate with title companies for closing. They ensure all required paperwork is submitted for

county approval, manage payment requests, and archive final documents. The closing process, including deed transfers and financial transactions must be fully recorded in Masterworks to ensure compliance and proper project closeout.

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**

Certificate Number:
 2025-1354781

Date Filed:
 08/25/2025

Date Acknowledged:
 09/09/2025

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

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.
 25-ENG-100975
 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 _____, _____, _____, _____, _____.
(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)