

STATE OF TEXAS §
 §
 COUNTY OF FORT BEND §

**FOURTH AMENDMENT TO AGREEMENT FOR
 PROFESSIONAL PROPERTY ACQUISITION SERVICES**
 (RIGHT OF WAY SERVICES – MOBILITY PROJECT 17218X)

THIS FOURTH AMENDMENT TO AGREEMENT FOR PROFESSIONAL PROPERTY ACQUISITION SERVICES (“Fourth Amendment”) is entered into by and between Fort Bend County, Texas (“County”), a political subdivision of the state of Texas, and Guess Group, Inc. (“Contractor”), a company authorized to conduct business in the State of Texas. County and Contractor 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 on June 26, 2018, (hereinafter “Agreement”); and

WHEREAS, the Agreement was amended on September 11, 2018 (the “Amendment”); and

WHEREAS, the Agreement was subsequently amended on October 6, 2020 (the “Second Amendment”); and

WHEREAS, the Agreement was subsequently amended on December 20, 2022 (the “Third Amendment”); and

WHEREAS, by execution of this Fourth Amendment, the Parties desire to amend the Agreement to provide for additional services by Contractor, to increase the total Maximum Compensation for the completion of such services, to extend the time for performance, 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 Contractor an additional Twenty-Nine Thousand Five Hundred Fifty and 00/100 Dollars (\$29,550.00) to increase the total Maximum Compensation for the Completion of services as provided in the Contractor’s Proposal, dated July 30, 2025, (the “Services”) attached hereto as Exhibit “A-4” (the “Services”) and incorporated by reference for all intents and purposes.
2. **Time for Performance.** Time for Performance for the Services under this Fourth Amendment shall begin with Contractor’s receipt of Notice to Proceed and shall end no

later than 11:59 p.m. on December 31, 2028. Contractor shall complete the Services within this time or within such additional time as may be extended in writing by County.

3. **Limit of Appropriation.** Contractor understands and agrees that the Maximum Compensation payable to Contractor for Services rendered under this Agreement is hereby increased to an amount not to exceed Four Hundred Six Thousand, Five Hundred Thirty-Nine and 00/100 Dollars (\$406,539.00) authorized as follows:

- \$154,400.00 under the Agreement; and
- \$11,089.00 under the Amendment
- \$196,500.00 under the Second Amendment
- \$15,000.00 under the Third Amendment
- \$29,550.00 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. Contractor 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 Four Hundred Six Thousand, Five Hundred Thirty-Nine and 00/100 Dollars (\$406,539.00) specifically allocated to fully discharge any and all liabilities County may incur under the Agreement.

Contractor does further understand and agree, said understanding and agreement also being of the absolute essence of the Agreement, that the total Maximum Compensation that Contractor may become entitled to and the total maximum sum that County may become liable to pay to Contractor under the Agreement shall not under any conditions, circumstances, or interpretations thereof exceed Four Hundred Six Thousand, Five Hundred Thirty-Nine and 00/100 Dollars (\$406,539.00)

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, Contractor hereby verifies that Contractor 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, Contractor 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, Contractor 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, Contractor 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 this Fourth Amendment.
 - 6. **Human Trafficking.** BY ACCEPTANCE OF THIS AGREEMENT, CONTRACTOR 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 Fourth Amendment shall prevail with regard to the conflict.
 - 8. **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.

FORT BEND COUNTY, TEXAS

GUESS GROUP, INC.

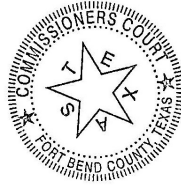
KP George
KP George, County Judge

John L. Guess III
Authorized Agent – Signature

September 24, 2025
Date

John L. Guess III
Authorized Agent- Printed Name

ATTEST:
Laura Richard
Laura Richard, County Clerk



President
Title
9/5/2025
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 \$ 406,539.00 to accomplish and pay the obligation of the Fort Bend County under this Agreement.

Robert E. Sturdivant
Robert E. Sturdivant, County Auditor

EXHIBIT A-4

(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

2017 Mobility
Bond Program,
Project Number
17218x – Moore
Road

Proposal for Right-of-Way Services

Prepared for: Fort Bend Engineering

Regarding: 2017 Mobility Bond Program, Project No. 17218x, 1 Parcel

Contract Amount: \$376,989.00

P.O. Revision Amount: \$29,550.00

Total Amended Contract Amount: \$406,539.00

Prepared by: The Guess Group, Inc.

Date: July 30, 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. 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 Fort Bend County contracted title company Barry Barnes and Associates, P.L.L.C. 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,

A handwritten signature in cursive script that reads "John L. Guess III".

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

Attachments: Billing Rate Sheet
Estimated Budget

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 1	\$60.00/hr
Administrator 2	\$50.00/hr
Administrator 3	\$40.00/hr

2017 Mobility Bond Program,
Project No. 17218x – Moore
Road Based on 1 Parcels

Estimated Budget Based on 1 Parcel

Expenses	Units (Estimated)	Cost Per Unit	Total Cost
<i>Project Management</i>	4.5 hours per person – 45 hours	\$150.00	\$6,750.00
<i>Negotiations</i>	30 hours per person – 30 hours	\$125.00	\$3,750.00
<i>Appraisals*</i>	2 Appraisals	\$3,500.00	\$7,000.00
<i>Appraisal Review</i>	2 Appraisals	\$1,500.00	\$3,000.00
<i>Title Work</i>	As Determined By Ft. Bend County Contract	N/A	N/A
<i>Admin Support</i>	45 hours per person – 45 hours	\$90.00	\$4,050.00
<i>Miscellaneous Office Expenditures</i>	(postage, copies, mailers)	-	\$5,000.00

Total Estimated Costs: \$29,550.00

-Contract Amount: \$376,989.00

-P.O. Revision Amount: \$29,550.00

-Total Amended Contract Amount: \$406,539.00

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. This estimate does not include calculation for mileage.

-*Appraisal price will vary between \$3,500 - \$4,500 depending upon property type appraised.

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 they 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:
2025-1359435

Date Filed:
09/05/2025

Date Acknowledged:
09/23/2025

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 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.
18-ENG-500034-A4
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)