

EXHIBIT “F-1”
CONTRACT AMENDMENT

Article 2
Character and Extent of Services

2.01 The Consultant shall perform its obligations under this Contract Amendment in accordance with the original Scope of Work and any additional Scope of Work within the Consultant’s proposal attached hereto as **Exhibit “F-.”** County and Consultant may agree to amend this contract. Any further amendments to this contract will be added as **“Exhibit F-”** (F-1, F-2, etc.).

2.07 Effective January 1, 2020, the requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this contract and the Consultant agrees that the contract can be terminated if the Consultant knowingly or intentionally fails to comply with a requirement of that subchapter.

Article 10
Consultant’s Insurance Requirements

10.02 County shall be named as additional insured to all required coverage except for Workers’ Compensation and Professional Liability. All liability policies including Workers’ Compensation written on behalf of Consultant shall contain a waiver of subrogation in favor of County and members of Commissioners Court.

Execution

The County executes this Agreement by and through the County Judge acting pursuant to Order of the Commissioners Court of Brazoria County, Texas, so authorizing. This Agreement shall not become effective until executed by all Parties hereto.

Brazoria County, Texas

Cobb, Fendley & Associates, Inc.

a Texas company

By: _____

By: _____

L.M. (Matt) Sebesta, Jr

Charles M Eastland

County Judge

Executive Vice President

Date: _____

Date: _____

June 25, 2025

SUPPLEMENT PROPOSAL FOR ACQUISITION SERVICES

Karen O. McKinnon
Brazoria County Engineering
451 N. Velasco, Ste. 230
Angleton, Texas 77515

Re: **CR 400-Relocation-Road Re-Route**

Dear Ms. McKinnon:

Cobb, Fendley & Associates, Inc. ("CobbFendley") originally contracted with Brazoria County Engineering, for Right-of-Way Acquisition to negotiate and secure 9 easements for the relocation of CR 400. This project is approximately 1 mile of relocation of CR 400. Brazoria County will be purchasing a minimum of 80' of ROW and abandoning the existing ROW (~80'). However, there were a few design issues related to drainage on Parcel 23, and an uneconomic unit that was added to the County's acquisition for Parcel 26. Therefore, a supplement for additional Right-of-Way services is required. Please find within this letter a description of the original services currently being provided and that easement acquisition cost breakdown and the additional service and fees required.

The specific tasks to be performed by CobbFendley in conjunction with this project are limited to the following:

SCOPE OF SERVICES

1. Project Management/Administration

a) Communication

- I. Prepare initial property owner contact list or update contact list provided by CLIENT. Send Initial Notice Letters on CLIENT form to property owners notifying them of the project and CobbFendley's involvement.
- II. Set up a virtual kick off meeting prior to sending out offer letters, inclusive of appraisers, title company, acquisition and Brazoria County Engineer
- III. Participate in status meetings in person with CLIENT. Date, required attendees, and time to be determined in conjunction with CLIENT.
- IV. At a minimum, deliver a bi-weekly status report to CLIENT
- V. Prepare and provide access to Smartsheet cloud base project status tracker

b) File Management

- I. Maintain parcel files of original documentation related to the purchase of the real property or property interests, including copies of all correspondence and contacts with property owners.

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- II. Maintain record of all payments to property owners, including date and amount paid.

2. Real Estate Appraisal Services

- a) Appraiser will prepare and conduct personal pre-appraisal contact with interest owners or their designated representative for each parcel and offer opportunity to accompany the Appraiser on the inspection of the subject property.
- b) As necessary, prepare written notification to the Client and Project Owner of any environmental concerns associated with the right of way to be acquired that could require environmental re-mediation.
- c) Appraiser shall prepare an appraisal report for each parcel to be acquired in compliance with the Uniform Standards of Professional Appraisal Practice as promulgated by the Appraisal Foundation.

3. Negotiation Services

- a) Order and analyze the preliminary Title Commitment on each parcel to determine potential title problems and propose and inform CLIENT of methods to cure title deficiencies or conflicting encumbrances.
- b) Analyze appraisal and appraisal review reports and confirm the CLIENT'S approved value prior to making an offer for each parcel. CLIENT to provide copies of all appraisal reports produced or acquired specifically related to the property within the previous ten years.
- c) Prepare and send the letter transmitting the Landowners' Bill of Rights by Certified Mail-Return Receipt Requested (CMRRR).
- d) Send the written offer and appraisal report to each property owner or the property owner's designated representative through CMRRR. Seek to meet in person with each property owner or designated representative and maintain follow-up contacts and secure the necessary instruments upon acceptance of the offer.
- e) Make reasonable effort to respond to property owner inquiries verbally or in writing within one (1) business day.
- f) Transmit to CLIENT any written counteroffer from property owner including supporting documentation and written comments in accordance with CLIENT policies and procedures.
- g) As directed by the CLIENT, prepare, and send the final offer letter along with the proposed conveyance documents by CMRRR.

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- h) Contact the Title Company to obtain an updated Title Commitment along with other forms necessary when requesting the payment for closing.
- i) Deliver all original documents generated or received to CLIENT upon completion of the ROW Services.
- j) Perform closing services in conjunction with the Title Company and attend closings. In the event of a closing by mail, review title work prior to the closing by mail and again prior to recording of the instrument.
- k) Cause the recordation of all original instruments immediately after closing at the respective County Clerk's Office, except for donations which must be forwarded to the CLIENT for acceptance prior to recording.
- l) Secure title insurance for all parcels acquired, insuring acceptable title to the CLIENT. Written approval by the CLIENT is required for any exception. Title and closing costs will be paid directly to the title company by the CLIENT.
- m) Provide recommendations for proceeding with condemnation because of failed negotiations or title curative matters that cannot be cured.

Negotiation Service Payment Milestones

A. Negotiation Services

1. Paid on a per parcel basis according to Fee Schedule

- a) 35% upon sending initial offer letter to property owner
- b) 45% upon agreement and submission of payment request or exhausting all reasonable efforts with owner refusing to convey parcel and submission of memo requesting initiation of condemnation proceedings
- c) 20% upon parcel recording of easement and electronic close file submission or file close out to initiation of condemnation proceedings.

B. Administration services- for 3 months

C. Condemnation Support Services – Hourly

Sr. Right-of-Way Agent II or ROW Project Manager II	\$228.00/HR
Sr. Right-of-Way Agent I or ROW Project Manager I	\$205.00/HR
Right-of-Way Agent III or ROW Attorney	\$195.00/HR
Right-of-Way Agent II	\$166.00/HR
Right-of-Way Agent I	\$131.00/HR
Right-of-Way Technician.	\$119.00/HR

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To be provided by Client and/or Project Owner

- a) Copies of all appraisal reports produced or acquired by the Project Owner relating specifically to each parcel prepared in the last 10 years.
- b) Timely reviews and approval of all submissions.
- c) All necessary standard forms and factsheets or brochures.
- d) Process and issue all payments of approved purchase prices for each parcel involved in the transfer of property to the Project Owner.
- e) Fees charged by financial institutions to process lien releases and title escrow fees.
- f) Final approval for all appraisals.
- g) Payment of costs charged by the Title Company for preliminary title commitments.
- h) Payment of costs of incidental expenses required to transfer real property to the Project Owner.
- i) Responsible for the disposal of property and the accommodation, coordination, verification, and adjustment of utilities.
- j) Attorney Services, as needed.

ORIGINAL FEE SCHEDULE

Service Item	# of Units	Per Unit Rate	Total
Appraisal Services (Subcontractor)			
Appraisals – Parcels	9	\$4,500	\$40,500.00
Monthly Administration Fees			
Administration/Project Management Fees	12 Months	\$3,000.00	\$36,000.00
Negotiation/Title Curative and Closing Services			
Acquisition/Negotiation Parcels	9	\$7,500.00	\$67,500.00
Condemnation Support-As needed-Hourly			
Preparation of Parcel summary and title curative data and service sheet	30hrs	200.00	\$6,000.00
Appraiser Hearing Prep and Testimony			
Preparation and attendance of condemnation hearing	2	\$6,000.00	\$12,000.00
ORIGINAL TOTAL			\$162,000.00

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ADDITIONAL FEES SCHEDULE

Service Item	# of Units	Per Unit Rate	Total
Appraisal Services (Subcontractor)			
Appraisals – Parcels 23 and 26	2	\$3,300	\$6,600.00
Monthly Administration Fees			
Administration/Project Management Fees	3 Months	\$3,000.00	\$9,000.00
Negotiation/Title Curative and Closing Services			
Acquisition/Negotiation Parcels 23 and 26	2	\$5,500.00	\$11,000.00
Condemnation Support-As needed-Hourly			
Preparation of Parcel summary and title curative data and service sheet	10hrs	200.00	\$2,000.00
Appraiser Hearing Prep and Testimony			
Preparation and attendance of condemnation hearing	0	\$0.00	\$0.00
SUPPLEMENT TOTAL			\$28,600.00
GRAND TOTAL			\$190,600.00

Sincerely,
COBB, FENDLEY & ASSOCIATES, INC.



ABEL GARCIA, SR/WA-TN, R/W-NAC,
 SR. Project Manager

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