

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

FIFTH AMENDMENT TO AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

(Lake Olympia Segment 2 – Project No. 17201)

THIS FIFTH AMENDMENT ("Fifth Amendment") is entered into by and between Fort Bend County, Texas ("County"), a political subdivision of the state of Texas, and BOWMAN CONSULTING GROUP, LTD. ("BOWMAN"), a Virginia limited liability company duly authorized to conduct business in the state of Texas. County and BOWMAN are hereinafter collectively referred to as the "Parties" and each individually a "Party."

WHEREAS, on May 1, 2018, County entered into that certain agreement for Professional Engineering Services with Terra Associates, Inc. (the “Original Agreement”) for the construction of a two-lane concrete boulevard from 2,600 feet east of Mustang Bayou to FM 521 for the Lake Olympia Parkway Project (Lake Olympia Segment 2), under the 2013 and 2017 Mobility Bond Project No.’s 13217x and 17201 pursuant to SOQ 14-025; and

WHEREAS, the Original Agreement was amended on November 12, 2019 (the “First Amendment”) and subsequently amended on March 2, 2021 (the “Second Amendment”) and August 3, 2021 (the “Third Amendment”)’ and

WHEREAS, on December 6, 2022, the Fort Bend County Commissioners Court consented to the assignment of the Agreement by Terra Associates, Inc. to Bowman Consulting Group, Ltd; and

WHEREAS, on May 23, 2023, the Parties executed that certain Fourth Amendment and Restated Agreement (the “Agreement”) to replace the Original Agreement, as amended by the First, Second, and Third amendments, in its entirety; and

WHEREAS, by execution of this Fifth Amendment, the Parties desire to amend the Agreement to provide for additional services by BOWMAN, 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 BOWMAN an additional Fifty Two Thousand Six Hundred Seventy and 00/100 Dollars (\$52,670.00) for the performance and completion of additional services as described in BOWMAN's Proposal dated July 3, 2023 (the

“Services”) attached hereto as Exhibit “A-5” and incorporated by reference for all intents and purposes.

2. **Limit of Appropriation.** Bowman understands and agrees that the Maximum Compensation payable to Bowman for Services rendered under the Agreement is hereby increased to an amount not to exceed One Million Six Hundred Eleven Thousand Four Hundred Thirty Five and 00/100 Dollars (\$1,611,435.00) authorized as follows:

\$1,144,420.00 under the Original Agreement
\$256,235.00 under the First Amendment
\$26,400.00 under the Second Amendment
\$80,710.00 under the Third Amendment
\$51,000.00 under the Fourth Amendment
\$52,670.00 under this Fifth Amendment

In no event shall the amount paid by County under the Agreement exceed the Maximum Compensation without a County approved change order. Bowman 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 One Million Six Hundred Eleven Thousand Four Hundred Thirty Five and 00/100 Dollars (\$1,611,435.00) specifically allocated to fully discharge any and all liabilities County may incur under the Agreement.

Bowman does further understand and agree, said understanding and agreement also being of the absolute essence of the Agreement that the total Maximum Compensation that Bowman may become entitled to and the total maximum sum that County may become liable to pay to Bowman under the Agreement shall not under any conditions, circumstances, or interpretations thereof exceed One Million Six Hundred Eleven Thousand Four Hundred Thirty Five and 00/100 Dollars (\$1,611,435.00).

3. **Recitals.** The recitals set forth above are incorporated herein by reference and made a part of the Agreement.
4. **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 Fifth Amendment shall prevail with regard to the conflict.

{Execution Page Follows}

FORT BEND COUNTY, TEXAS

KP George, County Judge

Date

ATTEST:

Laura Richard, County Clerk

APPROVED:



J. Stacy Slawinski, P.E., County Engineer

BOWMAN CONSULTING GROUP, LTD.



Authorized Agent – Signature

Stephen Garza, P.E.

Authorized Agent- Printed Name

Team Lead Manager

Title

10/11/2023

Date

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$_____ to accomplish and pay the obligation of Fort Bend County, Texas under this Agreement.

Robert E. Sturdivant,
County Auditor

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EXHIBIT A-5

(July 3, 2023 Proposal Follows Behind)



July 03, 2023

Mr. Stacy Slawinski, P.E.
Fort Bend County Engineering
301 Jackson Street
Richmond, Texas 77469

Re: **Lake Olympia Segment 2
Change Order #5 Tasks X22-X24
2017 Mobility Bond Project #17201
Fort Bend County, Texas**

**TBPE Registration # F-14309
TAI Project Number: 0522-1802**

Mr. Slawinski,

Bowman appreciates this opportunity to submit this proposal for additional service for the aforementioned project. The scope of additional services is as follows:

Task X22 – Parcel 15,16,17 Abstraction, Owner Summary

Fort Bend County (FBC) wants to acquire three (3) parcels along proposed Lake Olympia Parkway Segment 2, Parcels 15, 16, and 17. FBC wants to know the current ownership of Live Oak Road and spite strip. Surveyor will abstract Parcel 15, 16, and 17 adjacent properties on both sides of Live Oak Road/Strip. Please refer to the attached EXHIBIT **We propose to provide the services described under Task X22 for a fixed fee of \$12,650.**

Task X23 – Parcel 15,16,17 Metes and Bounds

Surveyor will provide MBPM descriptions for a minimum of three parcels (15,16, and 17). Currently, FBC wants to acquire the Parcels 14, 16, and 17 as shown on the attached **propose to provide the services described under Task X22 for a fixed fee of \$23,460.**

During the investigation process it was discovered that additional tracts to the south of lake Olympia may need to be to have M&B to be included in the ROW acquisition process. if they are subdivided and under different ownership. If FBC wants to Metes and Bounds and Parcels for additional Tracts, the fee would be based on size of parent tract. There are potentially 30 plus adjoining tracts of varying sizes. FBC will provide the number and location of tracts. These fees and tasks for M&B will only be used at the direction of FBC engineering.

Additional fees would be baes on the following rates:

- Small parcels (parent tract less than 1 acre) at \$2,500 each,
- Medium parcels (parent tract over 1 and less than 5 acres) at \$4,900 each
- Large parcels (parent tract over 5 acres) at \$6,800 each.

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terraassoc.com | bowman.com



Task X24 – Thompson Road and Blue Ridge M&B

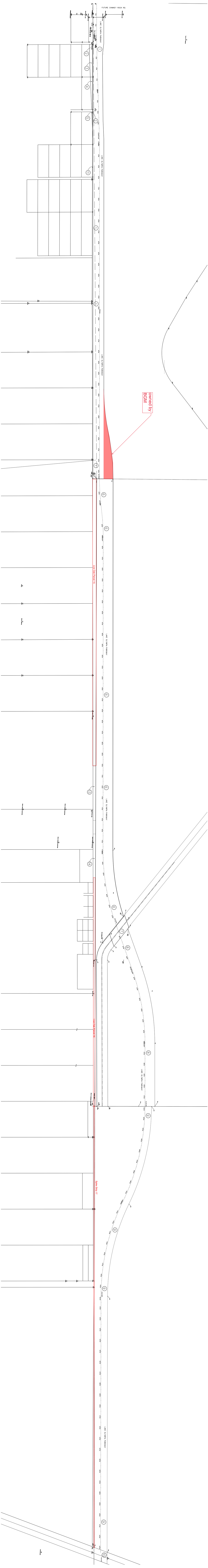
Surveyor will provide MBPM descriptions along Thompson Road and Blue Ridge Road. Please refer to the attached Exhibit. **propose to provide the services described under Task X24 for a fixed fee of \$16,560.**

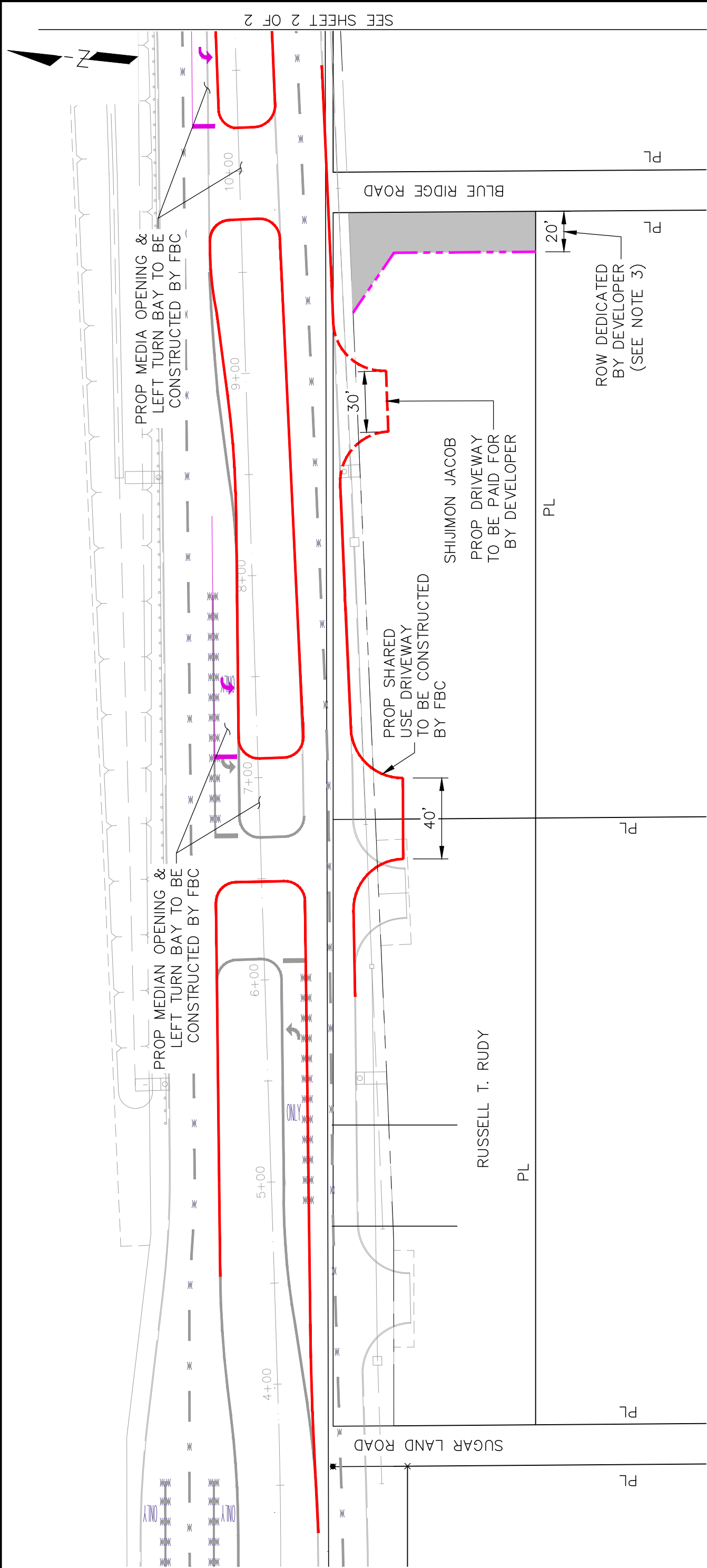
The total fixed fee for the above reference tasks X22-X24 is \$52,670.

Best regards,

A handwritten signature in blue ink, appearing to read "Stephen Garza", written over a horizontal line.


Stephen Garza, P.E.
Team Lead Manager





NOTES:

1. DRIVEWAYS ALONG LAKE OLYMPIA HAVE A 25' RADIUS
2. DRIVEWAYS EXTENDING BEYOND RIGHT-OF-WAY LIMITS WILL REQUIRE A TEMPORARY CONSTRUCTION EASEMENT
3. DEVELOPER WILL DEDICATE A CORNER CLIP AND 20' STRIP OF LAND EXTENDING THE LENGTH OF THE PROPERTY FOR FUTURE ROADWAY
4. PROPERTY LINES SHOWN ARE APPROXIMATE AND WILL BE SURVEYED PRIOR TO DEDICATION OF LAND



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LAKE OLYMPIA PARKWAY
SEGMENT 2
DRIVEWAY LOCATIONS

FORT BEND
COUNTY

FBC MOBILITY No: 20201
Scale: 1" = 50"
Date: APRIL 2023

Exhibit
I

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LAKE OLYMPIA PARKWAY
SEGMENT 2
DRIVEWAY LOCATIONS

FBC MOBILITY No: 2020I	Exhibit 2
Scale: 1" = 50"	
Date: APRIL 2023	