



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 One Hundred Fifty-Nine Thousand Two Hundred Fifty and 00/100 Dollars (\$159,250.00).

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

**{Execution Page Follows}**

**{Remainder of Page Intentionally Left Blank}**

**FORT BEND COUNTY, TEXAS**

\_\_\_\_\_  
KP George, County Judge

\_\_\_\_\_  
Date

**ATTEST:**

\_\_\_\_\_  
Laura Richard, County Clerk

**APPROVED:**



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

**BOWMAN CONSULTING, LTD.**

  
\_\_\_\_\_  
Authorized Agent – Signature

Stephen Garza, P.E.

\_\_\_\_\_  
Authorized Agent- Printed Name

Team Lead Manager

\_\_\_\_\_  
Title

03/05/2024

\_\_\_\_\_  
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-1**

(Contractor's Proposal Follows Behind)



Jan 22, 2024

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

Re: **Proposal for Traffic Engineering Services for  
20404 SH 6 at US 90A [Precinct 4 2020 Mobility Bond Project] – Phase 2  
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 project is located at the intersection of SH 6 at US 90A in Fort Bend County, Texas. The scope of work includes the necessary tasks required to develop PS&E construction plans for the intersection geometry and U-turn Lane improvements of SH 6 at US 90A requested by Fort Bend County Engineering Department. The re-striping of the intersection is considered to be phase 1 of the project.

Scope of Work. We will prepare a preliminary and final set of civil engineering construction plans for the intersection modification design per the Total Budget listed in this Proposal, signing and striping, and traffic control plans based on a series of submittals. Attendance at three office meetings, a traffic control meeting, and one field scoping meeting with representatives from Fort Bend County Engineering Department is included.

We will coordinate the review and approval process of the traffic signal modification design and traffic control plans with LJA Engineering and Fort Bend County Engineering Department.

**Task 1 - Topographic Surveying Services** On-the-ground survey by field crew of additional area attached including: Establish horizontal and vertical survey control points along the project route; Reference all survey work to state plane coordinate system and to current Fort Bend County elevation control; Obtain location and elevation detail along perimeter of existing pavement to record current traffic striping layout; Plot additional detail within travelled roadways per remote measurement and photographic scaling where necessary; Note speed limits, striping, number of lanes, and drive locations; Location, elevation detail, and description of existing traffic control signage; Location and elevation of visible improvements and public/private utilities in project area including sidewalks, electric facilities, drainage structures, trees, and landscaping; Location and elevation detail of railroad tracks and facilities; Location, elevation detail, and description of existing railroad signage; Preparation of topographic survey map depicting features found during the course of the survey; Obtain copies of State of Texas construction plans for existing pavement; Prepare survey control data for topographic survey; Furnish Owner electronic AutoCAD drawing files in 2018 format. **We propose to complete this task for a fixed fee of \$7,360.**

**Task 2 – U-Turn Design & Geometric Analysis** we will design improvements to the U-turn Lane of SH 6 at US 90A. Additionally, we will design pavement improvements at the northbound and southbound intersections.

Specifically, we will do the following:

- Pavement markings and signage layouts will be provided at the study intersection
- We will prepare the necessary left turn lane plan and profile design, supporting traffic control plan, and striping plans to meet County specifications.
- Signing and Striping. Layouts for Pavement Markings and Signage at the intersection of SH 6 and US 90A will be provided.
- Provisions for modifications of Storm Sewer Utilities will be provided in the design.
- Traffic Control Plans. A Traffic Control Plan (TCP) will be designed for the construction of the traffic signal modifications at the intersection of SH 6 and US 90A.

**We propose to complete this task for a fixed fee of \$21,270.**

**Task 3 – Specification Preparation.** We will prepare full project specifications for bidding of the project. Specifications will be based on similar projects the County has constructed in recent years. Specifications will include all necessary sitework and building materials. **We propose to complete this task for a fixed fee of \$3,750.**

**Task 4 – Bidding and Construction Phase Services.** Based on recent discussions with the County, we are requesting an increase to the Construction Phase Services budget to account for more structural inspections than originally anticipated. **We propose to complete this task for a fixed fee of \$9,300.**

**Task 5 – Traffic Signal Design and Modifications** We will prepare a preliminary and final set of civil engineering construction plans for the Traffic Signal Modification Design of SH 6 at US 90A. The Traffic Signal Modification Design will be designed according to the Fort Bend County Engineering Department design standards and guidelines. **We propose to complete this task for a fixed fee of \$48,000.**

**The Total Budget for the project task is listed below.**

<b>Task 1 - Topographic Surveying Services</b>	<b>\$7,360</b>
<b>Task 2 – U-Turn Design &amp; Geometric Analysis</b>	<b>\$21,270</b>
<b>Task 3 – Specification Preparation.</b>	<b>\$3,750</b>
<b>Task 4 – Bidding and Construction Phase Services.</b>	<b>\$9,300</b>
<b>Task 5 – Traffic Signal Design &amp; Modifications</b>	<b>\$48,000</b>
<b>Reimbursables &amp; Expenses</b>	<b><u>\$1,500</u></b>
	<b>\$91,180</b>

**Exceptions.** This proposal specifically omits any item that is not specifically included in the foregoing paragraphs. Our services will be performed according to our normal procedures of practice. Any services required in addition to our normal procedures are to be considered as extra services which will require additional fee authorization.

**Fee.** We propose that our compensation for the above described basic services be provided on a fixed fee basis per Total Budget included herein. We will submit monthly invoices based upon the percentage of the services completed. Payment is due upon your receipt of the invoice.

**Standard of Care.** The standard of care for all professional engineering and related services performed or furnished by Bowman under this Agreement will endeavor to provide the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Bowman makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services.

**Quality Control** - A portion of the stated compensation is set-aside for Quality Control/Quality Assurance, which is part of the Bowman Quality Control Policy.

### **REIMBURSABLE EXPENSES**

- Mailing, shipping, and out-source delivery (i.e., DHL, FedEx) costs
- Fees and expenses of special consultants as authorized by the Client

### **REPROGRAPHIC, COURIER AND OTHER CHARGES**

Reprographic, plotting, in-house courier, and archive retrieval services will be invoiced in accordance with Total Budget Taks. Not to Exceed \$1,500.

### **CLIENT RESPONSIBILITIES**

The Client shall be responsible for obtaining permission for Bowman, its employees, agents, and subcontractors to enter onto the subject property and any properties in the vicinity as reasonably necessary for Bowman to perform the services described herein. By either countersigning this Proposal or verbally authorizing Bowman to proceed, the Client warrants and represents that it has obtained such permission.

### **OTHER TERMS**

This proposal is based on the scope of services indicated herein and the information available at the time of the proposal preparation. If any additional services are required due to unforeseen circumstances and/or conditions, Client or regulatory requested revisions, additional meetings, regulatory changes, etc., Bowman will notify the Client that additional scope of work and fees are required and will obtain the Client's written approval prior to proceeding with any additional work.

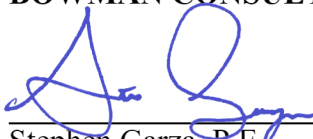
Please indicate your acceptance of this proposal by executing below and returning a copy to this office.

Client (FBC) will not pay a finance charge nor a retainer.

We appreciate the opportunity to submit this proposal and look forward to assisting you in the development of this project.

Sincerely,

**BOWMAN CONSULTING GROUP LTD.**



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Stephen Garza, P.E.

Team Lead Manager

Phone: (713) 993-0333

Fax: (713) 993-0743