

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

**SECOND AMENDMENT TO AGREEMENT FOR PROFESSIONAL DESIGN SERVICES
FULSHEAR ALL ABILITIES PARK**

THIS SECOND AMENDMENT (“Amendment”), is made and entered into by and between Fort Bend County, (hereinafter “County”), a body corporate and politic under the laws of the State of Texas, and Bowman Consulting LTD (formerly Terra, a Bowman Company) (collectively “Consultant”), a company authorized to conduct business in the State of Texas (collectively referred to as the “parties”).

WHEREAS, the County and Consultant, previously executed and accepted the Agreement for Professional Design Services Fulshear All Abilities Park that provides for professional surveying, engineering, and landscape architecture services on or about February 2, 2021, and was amended by the parties on or about June 13, 2023, (collectively hereinafter the “Agreement”), and incorporated fully by reference as if set forth herein verbatim; and

WHEREAS, the parties desire to amend the Agreement for additional services to be provided, increase the total Maximum Compensation for the completion of such additional services, and to reflect a change in name for Terra, a Bowman Company; and

NOW, THEREFORE, the parties do mutually agree as follows:

1. The recitals set forth above are incorporated herein by reference and made a part of this Agreement.
2. Bowman Consulting LTD is the successor in interest to Terra, a Bowman Company, formerly known as Terra Associates, Inc. Therefore, Bowman is deemed to be the same entity as Terra, a Bowman Company, and Bowman assumes all of Terra, a Bowman Company, obligations under the Agreement. All references to Terra, a Bowman Company, under the Agreement, will hereinafter be referred to as Bowman Consulting LTD.
3. County shall pay Consultant an additional thirty-three thousand and 00/100 dollars (\$33,000.00) to perform the additional surveying, engineering, and landscape architecture services as described in Consultant’s Proposals dated July 2, 2024, and January 12, 2026, both attached hereto as Exhibit “A-2” and incorporated herein for all purposes.

4. The Maximum Compensation payable to Consultant for Services rendered under the Agreement is hereby increased to an amount not to exceed one hundred sixty-five thousand, five hundred ninety and 00/100 dollars (\$165,590.00), authorized as follows:

\$81,090.00	under the Agreement
\$51,500.00	under the First Amendment
\$33,000.00	under this Second Amendment
TOTAL	\$165,590.00

5. In no case shall the amount paid by County for all Services under the Agreement and this Amendment exceed the above Maximum Compensation without an agreement executed by the parties.
6. The parties agree the Time of Performance under the Agreement shall be extended through December 31, 2028.
7. 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 Amendment shall prevail with regard to the conflict.

(Execution Page Follows)

(Remainder of Page Intentionally Left Blank)

IN WITNESS WHEREOF, this Amendment is signed, accepted, and agreed to by all parties by and through the parties or their agents or authorized representatives. All parties hereby acknowledge that they have read and understood this Amendment and the attachments and exhibits hereto. All parties further acknowledge that they have executed this legal document voluntarily and of their own free will. This Amendment is effective upon execution of both parties.

FORT BEND COUNTY

BOWMAN COMPANY

KP George, County Judge



Authorized Agent – Signature

Date

Darren M Sharkey

Authorized Agent – Printed Name

ATTEST:

Director

Title

Laura Richard, County Clerk

3/23/2026

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 under this contract.

Robert Ed Sturdivant, County Auditor

i:\agreements\2026 agreements\comm pct 3\bowman consulting group ltd (21-com3-100430-a2)\2nd amendment to design services (kcj - 2.12.2026)

EXHIBIT A-2

(Follows Behind)



07/02/2024

Mr. Darren McCarthy
Fort Bend County
5525#C&D Hobby Road
Houston, Texas 77053

Re: Contract Amendment for Super Dave's All Abilities Park (the "Proposal")

Super Dave's All-Abilities Park
Fort Bend County, Texas
Bowman Project #: 250128-01-001

Dear Mr. Darren McCarthy:

Due to the unforeseen complications associated with the off-site drainage, and in an effort to ensure expediency of issuance of permit plans, Bowman has provided full Hydrology and Hydraulics (H&H) services for the project. These services were a necessity to ensure proper conveyance of both on-site and off-site drainage through the stormwater system, including right-sizing the underground infrastructure and designing overflow conveyance swales to accommodate the 100-year storm event.

Objectives:

- Ensure the proposed parking facility that will eliminate the existing road-side ditches will not impact the upstream drainage conditions.
- Ensure proposed increase in impervious cover will not impact the upstream drainage conditions.

Detailed H&H analyses were performed on the proposed stormwater pipe system and the proposed regrading of existing ditches. This included an EPA-SWMM analysis to determine the existing and proposed Hydraulic Grade Line (HGL) along the conveyance path. The analysis showed that the proposed HGL is less than the existing HGL for both 3-year and 100-year storm events. These measures were taken to achieve the above objectives.

The analysis necessitated the following steps:

- Review of existing record drawings and drainage reports.
- Drainage delineation.
- Calculate increase in runoff coefficient for proposed condition.
- Determine time of concentration for all storm network for both existing and proposed condition through identifying conveyance paths.
- Determine discharge for existing and proposed condition.

Modifications associated with these requirements resulted in revisions to civil utility drawings, civil grading and drainage plans, and landscape plans. These revisions were critical to meet regulatory requirements and to ensure the overall functionality and resilience of the drainage system. By addressing these complex drainage issues proactively, we have successfully mitigated potential delays and ensured the project progressed smoothly towards completion.

The proposed additional scope items below will satisfy all labor associated with this effort and will ensure that Bowman has sufficient resources to complete the project through construction.

I. SCOPE OF SERVICES:

Based upon services required to address offsite drainage, we propose the following additional services:

00015 Hydrology and Hydraulics for Stormwater Drainage

The Bowman H&H team has provided stormwater analysis of existing drainage patterns, proposed drainage patterns, stormwater calculations by event size, and final design and coordination of a stormwater system that will provide sufficient capacity and no impact to the upstream for the 100-year storm event as required per Fort Bend County Engineering.

00016 Civil and Landscape Plan Revisions

In response to the resultant H&H analysis, Bowman provided plan revisions to civil utility drawings, civil grading and drainage plans, and landscape plans. Revisions included realignment of trail connections, right-sizing of the underground stormwater system, and redesign of the parking lot grading in order to function as an overflow swale.

00017 Additional Coordination and Review

Bowman provided additional coordination and review in an effort to introduce the project and bring the H&H team up to speed. Additionally, regular coordination meetings were held to ensure the civil team, utilities team, and landscape team were synchronized and aware of required design changes and impacts to current design. External coordination including meeting with the MUD to review and approve drainage modifications and increased runoff capacities.

II. FEES, TERMS AND CONDITIONS

Services described above shall be provided on a lump sum basis not to exceed the amount(s) defined below without prior authorization, in accordance with the terms and conditions of our current agreement which is incorporated and made part of this Agreement by reference.

Additional Bowman Scope Items	
Task	Fee
00015 Hydrology and Hydraulics for Offsite Drainage	\$ 14,500
00016 Civil and Landscape Plan Revisions	\$ 8,500
00017 Additional Coordination, QAQC, and Review	\$ 4,500
Additional Scope Items Total - Bowman	\$ 27,500

We estimate the cost of Reimbursable Costs as identified in the Terms and Conditions will not exceed the amount(s) defined above without further authorization from the Client. Reimbursables will be billed on a Time and Materials basis.

We would be pleased to answer questions you may have or to clarify the various points above.

If this proposal meets with your approval, please sign below, and return one copy for our files.

Bowman



Darren Sharkey

Director, Landscape Architecture

Bowman | Houston

Accepted: **Darren McCarthy**

By: _____

Title: _____

Date: _____

Signature

TERMS AND CONDITIONS

These Terms and Conditions are incorporated by reference into the Proposal and its exhibits (the "Proposal") from **Bowman** ("Bowman") to **Fort Bend County** ("Client") for performance of services described in the Proposal and associated with the project described in the Proposal (the "Project"), and in any subsequent approved Change Order related to the Project. These Terms and Conditions, the accepted Proposal, and any Change Orders or other amendments thereto, shall constitute a final, complete, and binding agreement (the "Agreement") between Bowman and Client, and supersede any previous agreement or understanding.

1. SCOPE OF SERVICES

Bowman will provide the services expressly described in and limited by the Proposal (the "Scope"). If in Bowman's professional judgment the Scope must be expanded or revised, Bowman will forward a change order agreement to Client that describes the revision to the Scope (the "Change Order") and the adjusted fee associated therewith.

2. STANDARD OF CARE

The standard of care for all services performed by Bowman for Client shall be the care and skill ordinarily used by members of the applicable profession practicing under similar circumstances at the same time and locality of the Project. Client shall not rely upon the correctness or completeness of any design or document prepared by Bowman unless such design or document has been properly signed and sealed by a licensed professional on behalf of Bowman.

3. PAYMENT TERMS

Bowman will invoice Client monthly or more frequently based on a percentage of the work completed for lump sum tasks, number of units completed for unit tasks, and actual hours spent for hourly tasks. Invoices are due and payable in full upon receipt without offset of any kind or for any reason. Bowman shall have the discretion to apply payments made by Client to an invoice or retainer account of Client in accordance with its business practices. Client agrees to pay a finance charge of one and one-half percent (1.5%) per month from the invoice date on any unpaid balance not received by Bowman within thirty (30) days of the invoice date. Payment of invoices is subject to the following further terms and conditions:

- A. If any invoice is not paid in full within forty-five (45) days of the invoice date, and Client has not timely and in good faith disputed the invoice as provided below, Bowman shall have the right at its election by giving notice to Client to either: (i) suspend the performance of further services under this Agreement and, at its sole discretion, suspend the performance of further services on other projects which are being performed by Bowman on behalf of Client or any related Client entities, until all invoices are paid in full and Bowman has received a retainer in such amount as Bowman deems appropriate to be held as described below; or (ii) deem Client to be in material breach of this Agreement and proceed pursuant to Section 17 below. Client agrees to pay any and all charges, costs or fees incurred in collection of unpaid invoices, including reasonable attorneys' fees and costs. Following Bowman's election above, Bowman shall bear no liability to Client or any other person or entity for any loss, liability or damage resulting from any resulting delay, and any schedule for the performance of services hereunder prepared previously shall be deemed void with any future schedule for the performance of services requiring the approval of both Client and Bowman.
- B. If Client disputes any submitted invoice, Client shall give written notice to Bowman within thirty (30) days of the invoice date detailing the dispute. If no written notice of a dispute is provided to Bowman within that time period, the invoice shall then be conclusively deemed good and correct. If part of an invoice is disputed, Client shall remain liable to timely pay the undisputed portion of the invoice in accordance with the terms of this Agreement. Client and Bowman shall promptly negotiate in good faith to resolve any disputed portion of

an invoice.

4. RETAINER AND OTHER PAYMENTS

Bowman reserves the right to require that Client make a payment to be held by Bowman as an advance against future billings (the "Retainer"). The Retainer is not intended as the regular source of payment for invoices issued to Client under this Agreement or otherwise, and the parties intend that the Retainer be applied to the final invoice for the services described in the Agreement, or against any other unpaid amounts owed to Bowman should Client (or any affiliate of Client) fail to timely pay invoices due Bowman. The Retainer account may consist in part of payments applied by Bowman pursuant to the authority granted it under Paragraph 3 above. If the Retainer is applied during the course of the Agreement, Client agrees to promptly replenish the Retainer upon request of Bowman. Upon the conclusion of this Agreement, or its earlier termination, Bowman shall (a) apply the Retainer to any unpaid amount owed Bowman by Client (or its affiliates), and (b) return any unapplied portion to Client. The Retainer shall not be required to be held in a separate account nor shall it bear interest, and the Retainer may include other amounts paid to Bowman by Client with respect to the Project or other projects.

5. CLIENT DUTIES AND RESPONSIBILITIES

Client shall inform Bowman of any special criteria or requirements related to the Project or Scope, and shall timely and at its cost furnish any and all information in its possession relating to the Project, including reports, plans, drawings, surveys, deeds, topographical information and/or title reports. Bowman shall bear no responsibility for errors, omissions, inaccuracies or incompleteness in third-party information or additional costs arising out of its reliance upon such third-party information supplied by Client. Client warrants and represents that: (a) Client has obtained the full and unconditioned prior written consent from any third-party for Bowman to use such third-party information; (b) such consent shall be provided to Bowman upon request; and (c) such consent shall be in a form that, in Bowman's reasonable discretion, does not violate any applicable law, regulation, or code of ethics. If the Scope requires a current title report, Client shall timely and at its cost provide such title report to Bowman. If the Scope includes preparation of plats to be recorded in the land records of the Project jurisdiction, Client shall timely prepare, submit, and record necessary deeds and pay all recording fees associated with deeds and plats. All off-site easements are the responsibility of Client. Client shall indemnify and hold harmless Bowman from and against any and all claims, demands, losses, costs, and liabilities, including without limitation reasonable attorney fees and expenses incurred by Bowman and arising out of (a) Client's breach of this Agreement or (b) an action by Client or a third-party with respect to any matter not included in the Scope or that is excluded from the responsibility of Bowman pursuant to this Agreement.

6. INSURANCE

Bowman and its employees are protected by workman's compensation, commercial general liability, automobile liability, and professional liability insurance policies. Upon request of Client, Bowman shall provide a certificate of insurance to Client evidencing such coverage and shall attempt to include Client as an additional insured on those coverages that permit additional insured status. Client acknowledges it has been offered the opportunity to review the current limits of such coverage and finds them satisfactory, and further agrees that in no event shall Bowman's liability to Client or any party claiming through Client be greater than the limits of such insurance. From time to time Bowman may, without notice to Client, amend the carriers, conditions, exclusions, deductibles or limits of any such insurance; provided that prior to any decrease in any insurance limit becoming effective Bowman shall give notice thereof to Client.

7. POTENTIAL LIABILITY OF BOWMAN

The following provisions shall operate with respect to any potential liability of Bowman arising under the Agreement:

- A. Client may not assert that there is a breach, defect, error, omission or negligence in the services performed by Bowman that Client believes creates liability on the part of Bowman unless Client gave written notice to

Bowman not later than the first to occur of (i) the beginning of any corrective work, or (ii) thirty (30) days after Client had knowledge of the existence of the breach, defect, error, omission or negligence. Bowman shall have the opportunity to participate in decisions regarding the corrective work, and Client shall ensure that corrective action is taken at the lowest reasonable expense under the circumstances.

- B. Notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of Bowman and Bowman's officers, directors, partners, employees, agents, and consultants to Client and anyone claiming through Client, shall not in any manner whatsoever exceed the direct losses incurred by Client (to the extent of and in proportion to Bowman's comparative degree of fault) that resulted from the error, omission or negligent act of Bowman in the performance of services under this Agreement.
- C. To the fullest extent permitted by law, Bowman and Bowman's officers, directors, partners, employees, agents, and sub-consultants shall not be liable to Client or anyone claiming through Client for any special, incidental, indirect, or consequential damages whatsoever arising out of, resulting from, or in any way related to the Project or this Agreement, regardless of whether such damages are alleged to be caused by the negligence, professional errors or omissions, strict liability, breach of contract, or breach of express or implied warranty.
- D. Client agrees that Bowman's shareholders, principals, partners, members, agents, directors, officers and/or employees shall have no personal liability whatsoever arising out of or in connection with this Agreement or the performance of services hereunder.

8. CERTIFICATE OF MERIT

In addition to the requirement of notice under section 7(a) above, Client shall make no claim (whether directly or in the form of a third-party claim) against Bowman unless Client shall have first provided Bowman with a written certification executed by an independent professional licensed in the state in which the Project is located and licensed in the profession to which the claim relates. Such certificate shall: (a) contain the name and license number of the certifier; (b) specify each and every act or omission which the certifier contends constitutes a violation of the standard of care expected of a professional performing professional services under similar circumstances; (c) state in complete detail the basis for the certifier's opinion that each such act or omission constitutes such a violation; and (d) be provided to Bowman thirty (30) days prior to the presentation of and as a precondition to any such claim, or the institution of any mediation, arbitration, judicial or other dispute resolution proceeding.

9. CONFLICT RESOLUTION AND APPLICABLE LAW

Any dispute, controversy or claim arising out of or relating to this Agreement, or the breach thereof, that cannot be resolved by the parties and for which the amount in controversy is less than One Hundred Thousand Dollars (\$100,000.00) shall be settled by arbitration administered in Fairfax County, Virginia by the American Arbitration Association in accordance with its Commercial Arbitration Rules and Expedited Procedures, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction over the parties. For any other dispute, controversy or claim arising out of or relating to this Agreement, or the breach thereof, the parties agree to first submit such dispute, controversy or claim to non-binding mediation, with each party to bear its own costs of such mediation and to equally share the costs of any mediator. If such mediation does not successfully resolve all issues, then the parties agree that the state and federal courts located in Virginia shall have jurisdiction and venue over such dispute. This Agreement shall be governed and interpreted in accordance with the laws of the state in which the Project is located, without giving effect to conflicts of laws principles thereof.

10. OWNERSHIP OF DOCUMENTS AND OTHER RIGHTS OF BOWMAN

- A. All reports, plans, specifications, computer files, field data, notes, and other documents and instruments prepared by Bowman as instruments of service ("Work Product") shall remain the property of Bowman up until such time as all monies due to Bowman have been paid in full, at which time (i) Client may take

possession of the Work Product, and (ii) Bowman shall be deemed to have granted Client a fully paid, non-exclusive license to use the same solely for the Project. Subject to such license Bowman shall retain all common law, statutory, and other reserved rights, including the copyright to all Work Product. If Client or a party acting on Client's behalf modifies any part of the Work Product or reuses them on a different project, Client agrees to indemnify and hold Bowman harmless from any claim, liability or cost (including reasonable attorneys' fees and defense costs) arising therefrom. Client acknowledges that if Bowman provides Client with Work Product in an electronic or digital format ("Electronic Data"), Client is responsible for cross checking the Electronic Data with the applicable paper document for full conformance and consistency between such paper document and the Electronic Data.

- B. Bowman reserves the right to include photographs and descriptions of the Project in its promotional, marketing, and professional materials. Client grants its consent to Bowman for Bowman to install reasonable signage at the Project equivalent to that which is or could be installed by other vendors to the Project.

11. MODIFICATION

From time to time Bowman may either in writing or by electronic mail submit a Change Order to Client and Client shall be deemed to have approved such Change Order if: (a) Client signs the Change Order; (b) Client signifies its consent to the Change Order by electronic mail; or (c) a representative of Client with actual or apparent authority to approve the Change Order orally approves it and Bowman subsequently confirms such approval in writing or by email and begins work associated therewith without receiving written or electronic mail objection thereto. Except for Change Orders authorized by Client as provided immediately above, this Agreement may be amended, modified, or supplemented only in writing signed by all parties hereto. Any signature required or permitted hereunder may be either by hand or by electronic signature.

12. EXCLUSIONS FROM SCOPE

By way of illustration and not limitation, unless specifically included in the Scope, Bowman has no obligation or responsibility for: (a) favorable or timely comment or action by any governmental entity; (b) taking into account off-site conditions or circumstances that are not clearly visible or reasonably ascertainable by the performance of on-site services; (c) the accurate location or characteristics of any subsurface utility or feature that is not clearly and entirely visible from the surface; or (d) structural design (including, but not limited, to structural design of retaining wall(s) or of special drainage structure(s)).

13. LIMITS OF SCOPE

- A. Early Bid Documents. Client agrees that if it requests submission of Work Product documents to contractors for bid purposes either prior to full completion thereof by Bowman or prior to final governmental approval, the potential exists for additional design and construction costs arising from required subsequent revisions and additions to Bowman design documents so as to conform to those of other design disciplines and/or governmental agencies, and any such costs shall be Client's responsibility.
- B. Estimates. Any cost, timing or quantity estimates provided as a part of the Scope are estimates only and reflect Bowman's judgment as a design professional familiar with the construction industry, but expressly do not represent a guarantee of quantities or construction costs. Client agrees that Bowman has no control over contractors as to cost, timing, or quantity matters, and further agrees that if Client desires greater accuracy as to construction costs it should engage an independent cost estimator.
- C. Construction Means and Methods. Client agrees that Bowman does not control and is not responsible for construction means, methods, techniques, sequences, or procedures, or for any safety precautions in connection with the Project or for the acts or omissions of any contractor, subcontractor, or any other person or entity performing work for the Project.

- D. Shop Drawing Review. If specifically included in the Scope, Bowman shall review and check the contractor's shop drawings, product data, and samples, but only for the limited purpose of checking for general conformance with the intent of such contract documents. Client acknowledges that such review is not for the purpose of determining or substantiating the accuracy and completeness of other details, such as dimensions or quantities, or for substantiating instructions for installation or performance of equipment or systems designed by the contractor. Bowman's review shall not constitute approval of safety precautions, construction means, methods, techniques, schedules, sequences or procedures, or of structural features.
- E. Plan and Permit Processing. If the Scope includes preparation of plans and/or plats for review and approval by public agencies, submission and processing of such plans and plats in a manner consistent with a normal course of business is included within the Scope. If Client requests Bowman to either expedite the plan review process by attending meetings, hand carrying plans and documents from agency to agency, or performing similar services, or to prepare and process permit applications of any type, then, unless specifically included in the Scope, those services will be performed by Bowman as hourly rate services under Section 14 below.
- F. Building Plan Coordination. If the Scope includes preparation of site plans, site grading plans, subdivision plans, or similar plans that involve coordination with building plans (including architectural, mechanical, structural, or plumbing plans) to be prepared by others, Client shall provide such building plans to Bowman by such date and in such state as Bowman reasonably deems necessary to timely perform its services. If Client fails to so provide building plans to Bowman, Bowman may make reasonable assumptions regarding building characteristics in order to timely perform its services and any later revisions to Bowman plans required to properly coordinate them with building plans will require a Change Order, subject to an additional fee.

14. ADDITIONAL SERVICES

Provided Bowman has been paid per this agreement, Additional Services may be provided on a time basis computed by the number of hours spend in connection with the referenced project.

Additional Services are any services not included within the contract scope and include but are not limited to:

- A. Making planning surveys, feasibility studies, and special analyses of the Client's needs to clarify requirements for project programming.
- B. Master planning.
- C. Site planning.
- D. Preparation of technical sections of specifications in other than Construction Specifications Institute (CSI) format.
- E. Revisions and changes in drawings, specifications, or other documents when such revisions are inconsistent with approvals or instructions previously given by the Client; required by the enactment or revision of codes, laws or regulations subsequent to the preparation of such documents; or the preparation of alternates or deductive change orders requested by the Client.
- F. Repackaging or modifications to plans due to changes by other consultants following completion of Bowman 100% construction documents.
- G. Plan preparation for and construction phase services of portions of a project let on a segregated bid basis or to be phased during construction.
- H. Services with respect to replacement of any work damaged during construction.
- I. Services required as a result of the default or insolvency of contractor.

- J. Preparation of as-built drawings, record drawings or of measured drawings of existing conditions.
- K. Providing prolonged construction phase services should the construction time be substantially extended through no fault of Bowman.
- L. Providing services if, in Guaranteed Maximum Price (GMP) projects, the construction budget for Bowman scope items is reduced through no fault of Bowman.
- M. Providing services if, in "fast-track" projects, revisions to design or construction documents are required because of prior construction commitments or changes required in the construction process or phasing outside the control of Bowman.
- N. Cost of review as to form of lenders documents, certifications and consents to assignment requested of Bowman during the term of this Agreement.
- O. Fees for additional consultants not included in Bowman Basic Services and retained with the approval of the Client.

15. FEES BY HOURLY RATE SCHEDULE

If Client requests Bowman to perform services not included in the Proposal or an approved Change Order (including, without limitation, attending meetings and conferences on an as-needed basis with public agencies), Client shall compensate Bowman for such services in accordance with the Hourly Rate Schedule attached to and made a part of the Agreement. Expert witness testimony or participation at legal discussions, hearings or depositions, including necessary preparation time, will be charged at 150% of the quoted rates. If the Project extends beyond the calendar year in which the Proposal is dated, Bowman may revise its Hourly Rate Schedule in January of each subsequent year.

16. COVENANTS BENEFITING THIRD-PARTIES

Bowman and Client acknowledge that from time to time third-parties may request Bowman to execute documents which benefit that third-party. These documents may include certifications, consent of assignment, and/or waiver of certain of Bowman's rights under this Agreement ("Requested Covenant"). Client acknowledges that execution of Requested Covenants is beyond the Scope, is at Bowman's discretion, and, if Bowman decides to so execute a Requested Covenant, the language, terms, and conditions of such Requested Covenant must be acceptable to Bowman, at Bowman's discretion.

17. ASSIGNMENT

This Agreement may not be assigned by one party without the express written consent of the other party. Notwithstanding the forgoing, Bowman may employ consultants, sub-consultants, or subcontractors as it deems necessary to perform the services described in the scope. Also, Bowman may assign its right to receive payments under this Agreement.

18. TERMINATION

Either party may terminate the provision of further services by Bowman under this Agreement for convenience with thirty (30) days advance notice to the other party. In addition, following a material breach by the other party, the non-breaching party may terminate the provision of further services by Bowman under this Agreement by giving ten (10) days prior notice and an opportunity to cure to the reasonable satisfaction of the non-breaching party. Client acknowledges that its failure to timely pay undisputed invoices is a material breach and that full payment of all undisputed invoices is required to cure such breach. Following any termination of services:

- A. Client shall immediately pay Bowman for all services performed through the termination date, including reasonable costs of transitioning the Project to a new design professional designated by Client, if applicable;
- B. Bowman shall have the right to withhold from Client the use or possession of Work Product prepared by Bowman for Client under this or any other agreement with Client, until all outstanding invoices are paid in full;
- C. If the termination by Bowman resulted from a material breach by Client, Bowman shall have the right to withdraw any Work Product or other documents filed with any governmental agency by Bowman in its name on behalf of Client; and
- D. If Client selects a new design professional, then, as a condition of transferring any files or documents, Client and Client's new design professional shall execute Bowman's standard Electronic File Transfer Agreement or such other similar agreement as the parties shall in good faith negotiate.

19. WORK STOPPAGE

If the Client stops the project for longer than thirty (30) days, Bowman will be compensated for all work which has been performed by Bowman prior to the date of work stoppage and payment shall be paid by the Client for such work to Bowman within thirty (30) days of Bowman invoice to the Client for those services rendered.

If the Project is suspended or not active for more than nine (9) months, Bowman may, at its discretion, re-negotiate with the Client its compensation hereunder.

If the Project is suspended or not active for more than twelve (12) months, this Agreement may be closed without notice

20. REVOCATION

This proposal shall be considered revoked if acceptance is not received within ninety (90) days of the date hereof. If Bowman does not receive a signed copy within this period, Bowman reserves the right to revise the fees.

21. RIGHT TO SUSPEND SERVICES

Bowman shall have the right to suspend services on this project if:

- A. the parties have not executed a written contract for Bowman services and unpaid invoices have been rendered with an aggregate balance exceeding \$5,000.00; or
- B. unpaid project invoices over ninety (90) days old exceed \$5,000.00 in the aggregate.

22. CONDOMINIUM CONVERSION

Bowman is agreeing to provide services on this project due to Client's assurance that the project shall be residential rental units under the ownership and control of a single, integrated ownership and shall not now or in the future be changed to any other use or purpose including but not limited to a condominium or any other type of subdivision of ownership into individual units for sale. In the event that the project is so changed or converted, the following provisions will apply:

- A. Bowman shall have no responsibility for the project and each and every right, license and/or ownership interest of the Owner in the documents or other work product prepared by or on behalf of Bowman (the Documents) shall be void. To the maximum extent permitted by law, the Owner shall indemnify, defend, and hold harmless Bowman, its agents, employees and subconsultants from and against any and all

liability including but not limited to all attorneys' fees and other costs of defense, arising out of or alleged to arise out of or the project or from conditions pre-existing at said project including the concurrent negligence of Bowman, its agents, employees and subconsultants, excepting only such claims or losses determined by a court or other forum of competent jurisdiction to arise out of the sole negligence or willful misconduct of the party seeking indemnification hereunder. These provisions shall survive termination of this Agreement.

23. CONFIDENTIALITY

Bowman will take reasonable precautions to protect and maintain the confidentiality of any information supplied by the Client during the course of this Agreement which is identified in writing by the Client as being confidential information, except to the extent that disclosure of such information to third parties is necessary in the performance of Bowman services. This clause shall not apply to any information which is in the public domain, or which was acquired by Bowman prior to the execution of this Agreement, or obtained from third parties under no obligation to the Client.

24. DOCUMENTS FURNISHED IN ELECTRONIC MEDIA

Drawings and data provided to Bowman in digital format must be in a form acceptable to Bowman. Drawing files shall be in AutoCAD dwg format version 2004 or higher, or a Bowman approved alternative. All files must be created with a legal license. As restricted by copyright law, Bowman cannot accept any dwg or other file generated under an educational AutoCAD software license.

Instruments of professional service provided by Bowman in electronic media form, once released by Bowman, may be subject to inaccuracies, anomalies, and errors due to electronic translation, formatting, or interpretation. Bowman is not responsible for errors and omissions because of these conditions, nor for those resulting from conversion, modification, misinterpretation, misuse, or reuse by others after electronic media is released by Bowman.

25. CREDITS/ACKNOWLEDGMENTS

Bowman shall be given proper credit and acknowledgments for all services rendered including, but not limited to, planning, design, and implementation. Proper credit shall be defined as being named by the Client (or their agent/client) in project identification boards, published articles, promotional brochures, social media and similar communications.

26. FORCE MAJEURE

Bowman shall not be responsible for any delay in the performance or progress of the work, or liable for any costs or damages sustained by the Client resulting from such delay, caused by any act or neglect of the Client or the Client's representatives, or by any third person acting as the agent, servant or employee of the Client, or by changes ordered in the work, or as a result of compliance with any order or request of any federal, state or municipal government authority or any person purporting to act therefore, or by acts of declared or undeclared war or by public disorder, riot or civil commotion, or by any other cause beyond the reasonable control and without the fault or negligence of Bowman. In the event of any such delay, Bowman shall proceed with due diligence to alleviate such delay and continue the performance of all obligations under this Agreement. The time during which Bowman is delayed in the performance of the work, shall be added to the time for completion of its services to the extent such time is specified in this Agreement. All additional costs or damages resulting from any delay in the performance or progress of the work caused by any act or neglect of the Client, its agents, or representatives, shall be borne entirely by the Client.

27. AUTHORIZATION TO PROCEED

If Bowman is authorized to commence and/or continue providing its services on the project, either verbally or in writing, prior to the full execution of a written contract, such authorization shall be deemed an acceptance of this proposal, and all such services shall be provided and compensated for in accordance with the terms and conditions contained

herein as though this proposal were fully executed by the Client.

28. ENTIRE AGREEMENT

This Agreement supersedes any and all other agreements, either oral or in writing, between the parties with respect to the subject matter herein. Each party to this Agreement acknowledges that no representations, by any party which are not embodied herein and that no other agreement, statement or promise not contained in this Agreement shall be valid and binding. Any modification of this Agreement will be effective only if it is in writing signed by the parties.

29. MISCELLANEOUS

If any provision of this Agreement shall be held invalid, illegal, or unenforceable, the other provisions of this Agreement shall remain in full force and effect. The failure of a party to enforce any provision hereof shall not affect its right at a later time to enforce same. A waiver by a party of any condition or breach hereunder must be in writing to be effective and, unless that writing provides otherwise, shall waive only one instance of that condition or breach. This Agreement is solely for the benefit of the parties hereto and, to the extent provided herein, their respective affiliates, directors, officers, employees, agents and representatives, and no provision of this Agreement shall be to confer upon third-parties any remedy, claim, liability, reimbursement, cause of action, or other right. The headings in this Agreement are for convenience and identification purposes only, are not an integral part of this Agreement, and are not to be considered in the interpretation of any part hereof. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. References in this Agreement to any gender shall include references to all genders. Unless the context otherwise requires, references in the singular include references in the plural and vice versa. The words "include," "including," or "includes" shall be deemed to be followed by the phrase "without limitation." The individual who signs this Agreement warrants that he has the authority to sign as, or on behalf of, Client, and to bind Client to all of the terms and conditions of this Agreement. To the extent that they are inconsistent or contradictory, the terms of the Proposal or an authorized Change Order shall supersede these Terms and Conditions.

30. JURISDICTION

Landscape Architecture

The Texas Board of Architectural Examiners (TBAE) has jurisdiction over complaints regarding the professional practices of persons registered as Landscape Architects in Texas. TBAE may be reached at:

TBAE
P.O. Box 12337
Austin, Texas 7871102331
512-305-9000

www.tbae.state.tx.us

Irrigation

Irrigation in Texas is regulated by the Texas Commission on Environmental Quality (TCEQ) (MC-178), P.O. Box 13087, Austin, Texas 78711-3087. TCEQ's web site is:

TCEQ
P.O. Box 13087
Austin, TX 78711-3087
512-239-1000

www.tceq.state.tx.us

31. NOTICES

Any notice, request, instruction, or other document to be given hereunder by a party hereto shall be in writing and shall be deemed to have been deemed delivered: (a) on the day sent if delivered personally or by courier service during regular business hours (i.e., prior to 5:00 p.m. on weekdays that are not Federal holidays); (b) on the business day after the day sent if sent by overnight delivery service; or (c) two business days after the day sent if sent by certified mail or delivered by two-day delivery service.

If to Client, notice shall be addressed to the individual signing this Agreement at the address noted on the Proposal.

If to Bowman, notice shall be sent to the address set forth in the proposal, with a copy sent to:

Bowman Consulting Group Ltd.
12355 Sunrise Valley Drive, Suite 520
Reston, Virginia 20191
Attn: Robert A. Hickey

or to such other individual or address as a party hereto may designate for itself by notice given as herein provided.

Initials: Bowman_____

Client_____

Bowman

SCHEDULE A - FEES FOR REPROGRAPHIC, DELIVERY, TRAVEL AND OTHER SERVICES

January 2024

REPROGRAPHIC SERVICES

B&W Photocopies	\$0.35/sf, or \$0.23 for 8-1/2" x 11" sheet
Color Photocopies	\$0.50/sf, or \$0.32 for 8-1/2" x 11" sheet
Printing (bond)	\$0.35/sf, or \$2.10 for 24" x 36" sheet
Printing (mylar)	\$3.00/sf, or \$18.00 for 24" x 36" sheet

Binding, Mounting and Folding of plan sets, reports, or drawings will be invoiced at our standard hourly rates. Copying of Plans that have been archived in storage is subject to a minimum archive retrieval fee of \$50 plus applicable reprographic fees above.

DELIVERY SERVICES

In-house delivery services are invoiced at \$2.00 per mile (one way) and subject to a minimum \$20.00 charge for standard delivery during normal business hours. Rush services and times outside normal business hours are subject to a minimum \$20.00 surcharge.

Outsourced courier services (i.e., Federal Express, OHL, etc.) are invoiced at cost plus 15%.

TRAVEL

Mileage for employee travel by car to facilitate the project, including travel to the project site and for meetings with the client, project team, contractors, or governmental agencies, will be invoiced at the current IRS standard mileage rate.

Airfare and/or lodging to facilitate the project will be coordinated with the client in advance and will be invoiced at cost plus 15%

MISCELLANEOUS

Other costs associated with sub-consultants, specialty equipment, laboratory testing, field testing, tolls, parking or other miscellaneous items will be invoiced at cost plus 15%.

Initials: Bowman DS Client _____

Bowman

SCHEDULE B - HOURLY RATES

January 2024

CLASSIFICATION	HOURLY RATE
Expert Witness/Research	\$400
Principal	\$340
Department Executive	\$280
Branch Manager	\$300
Team Leader	\$270
Senior Project Manager	\$240
Environmental Project Manager	\$160
Environmental Project Manager II	\$175
Project Manager	\$220
Assistant Project Manager	\$190
Project Coordinator	\$160
Senior Surveyor	\$160
Engineer I II III	\$150 \$170 \$190
Planner I II III	\$110 \$125 \$185
Designer I II III	\$145 \$160 \$180
CADD Drafter I II III	\$100 \$120 \$140
Landscape Architect I II III	\$130 \$150 \$180
Senior Environmental Scientist	\$190
Environmental Field Technician	\$70
Senior Environmental Field Technician	\$100
Junior Environmental Field Technician	\$60
Environmental Field Technician I II III	\$120 \$150 \$180
Right of Way Specialist I II III	\$96 \$115 \$140
Survey Technician I II III	\$125 \$145 \$165
Project Surveyor	\$175
Survey Field Crew – 1 Man	\$150
Survey Field Crew – 2 Man	\$195
Survey Field Crew – 3 Man	\$260
3D Scanning Crew	\$275
Survey Field Technician	\$90
3D/UAV Modeling Technician	\$170
UAV Operation	\$275
SUE Field Crew – 1 Man	\$150
SUE Field Crew – 2 Man	\$175
SUE Field Crew – 3 Man	\$230
SUE Field Crew – 4 Man	\$280
SUE Utility Coordinator	\$200
SUE Technician I II III	\$120 \$135 \$160
Machine Control Technician	\$270
Administrative Professional	\$90
Remote Sensing Technician I II III	\$105 \$125 \$145

Table 711 – DEFAULT 2024 Texas

Initials: Bowman DS

Client _____



APPENDIX A – CONTRACT BILLINGS TO DATE

June 2024

Current Scope Items - Bowman		
Task	Fee	Billed
00001-1 Community Input and Coordination <i>(T&M)</i>	\$ 1,500	\$ 1,500
00002 Schematic Design	\$ 9,100	\$ 9,100
00003 Design Development	\$ 9,100	\$ 9,100
00004-1 Bidding & Construction Phase Services - Landscape <i>(T&M)</i>	\$ 5,800	\$ 0
00004-2 Bidding & Construction Phase Services - Civil <i>(T&M)</i>	\$ 1,100	\$ 0
00005-1 Construction Documentation – Civil	\$ 16,200	\$ 16,200
00005-4 Construction Documentation – Landscape Architect	\$ 15,700	\$ 15,700
00007 Water and Sanitary Sewer Layouts	\$ 500	\$ 500
00008 Revised Park – Landscape Architect SD / DD	\$ 6,500	\$ 6,500
00009 Revised Park – Landscape Construction Documentation	\$ 9,500	\$ 9,500
00010 Revised Park – Civil Community Input & Coordination	\$ 1,500	\$ 1,500
00011 Revised Park – Civil Construction Documents - Private	\$ 17,500	\$ 17,500
00012 Revised Park – Civil Construction Documents - Public	\$ 10,500	\$10,500
00013 Revised Park – Civil Bid Phase Services	\$ 4,000	\$0
<i>R01 Reimbursable (T&M)</i>	\$ 6,500	\$466
Current Scope Items Total - Bowman	\$ 115,000	\$ 98,066

Current Sope Items - Subconsultant		
Task	Fee	Billed
00001-2 Boundary & Topographic Survey	\$ 6,500	\$ 6,500
00001-3 Geotechnical Investigation	\$ 7,850	\$ 7,065
00005-2 Construction Documentation – MEP	\$ 2,750	\$ 2,750
00005-3 Construction Documentation – Structural	\$ 1,540	\$ 1,540
00006 Additional Off-Site Topo Survey	\$ 4,400	\$ 3,900
00014 Revised Park – Structural Engineering	\$ 3,080	\$0
Current Scope Items Total - Subconsultant	\$ 26,120	\$ 21,755

1/12/2026

Mr. Darren McCarthy
Parks Director

Fort Bend County Parks and Recreation
5855 Sienna Springs Way
Missouri City, TX 77459

Re: Request for Approval of Additional Landscape Architectural Services (the “Proposal”)

Super Dave's All Abilities Park
Fort Bend County, Texas
Bowman Project #: 250128-01-001

Dear Mr. Darren McCarthy:

Bowman is pleased to submit this authorization request for additional Landscape Architecture Services for the referenced project. This request is intended to confirm our Scope of Services and your authorization to proceed.

I. SCOPE OF SERVICES:

Bowman will provide professional services in response to unforeseen site conditions encountered during construction at Super Dave's All Abilities Park. These changes include civil modifications necessary to accommodate a much larger than anticipated fiber optic bundle, which requires significant adjustments to utility configuration and alignment. We will also coordinate modifications as necessary to avoid existing trees absent from the site survey including relocation of sanitary tie-in and associated junction boxes. We will also coordinate as necessary for boring as necessary to avoid additional conflicts for the water line and sanitary line.

In addition, Bowman will revise landscape architecture plans as necessary to accommodate utility and grading changes, ensuring irrigation systems and planting areas are properly adjusted and that accessibility and aesthetic standards are maintained. Coordination will also include updates related to splashpad additions including backflow prevention, pressure regulation, shutoff valves.

Bowman will also facilitate additional coordination among the contractor, owner, and design team to ensure seamless integration of these changes, providing responses to RFIs and support during implementation.

00015 Design Revisions for Unforeseen Site Conditions

A. Additional Scope and Schedule of Deliverables:

1. Updated civil engineering design documents reflecting revised utility alignments to accommodate the larger-than-anticipated fiber optic bundle.
2. Design and coordination for relocation of sanitary tie-in and associated junction boxes to avoid existing trees absent from the original survey.
3. Civil design adjustments and coordination for boring methods for water and sanitary lines to mitigate additional conflicts.
4. Revised landscape architecture plans incorporating utility and grading changes, with updates to irrigation systems and planting areas while maintaining accessibility and design intent.

5. Integration of splashpad-related components into design, including backflow prevention, pressure regulation, and shutoff valves.
6. Incorporation of additional survey data into updated civil and landscape drawings and preparation of revised documentation for construction and permitting.
7. Ongoing coordination with contractor, owner, and design team, including responses to RFIs and technical support during implementation.

B. Additional RFI Review & Construction Administration:

1. Reviewing contractor submittals, shop drawings, and product data for compliance with project specifications.
2. Providing written responses to RFIs and requests for design clarifications.
3. Issuing supplementary details or design modifications as needed.

C. Additional Site Visits:

1. Additional site visits as necessary to review and coordinate the above modifications.
2. Preparing field reports documenting site conditions, work progress, and any observed issues requiring attention.

II. FEES, TERMS AND CONDITIONS

Services described above shall be provided on a lump sum basis not to exceed the amount(s) defined below without prior authorization, in accordance with the terms and conditions of our current agreement which is incorporated and made part of this Agreement by reference.

Task	Fee
00015 Design Revisions for Unforeseen Site Conditions	\$ 5,500

We would be pleased to answer questions you may have or to clarify the various points above.

If this proposal meets with your approval, please sign below, and return one copy for our files.

Bowman



Darren Sharkey

Director, Landscape Architecture

Bowman | Houston

Accepted: **Darren McCarthy**

By: _____

Title: _____

Date: _____

Signature