

STATE OF TEXAS §
 §
 COUNTY OF FORT BEND §

**SIXTH AMENDMENT TO AGREEMENT FOR
PROFESSIONAL ENGINEERING SERVICES**

THIS SIXTH AMENDMENT TO AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES (the "Sixth 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 Group, Ltd. (hereinafter "Contractor"), a company authorized to conduct business in the State of Texas.

WHEREAS, the parties executed and accepted that certain Agreement for Professional Engineering Services on May 22, 2018 (hereinafter "Agreement") pursuant to SOQ 14-025, as amended by documents executed on February 2, 2019 (hereinafter "Amendment"), July 9, 2019 (hereinafter "Second Amendment"), June 2, 2020 (hereinafter "Third Amendment"), February 22, 2022 (hereinafter "Fourth Amendment"), and April 25, 2023 (hereinafter "Fifth Amendment"); and

WHEREAS, the parties desire to further amend the Agreement for additional services to be provided and increase the total Maximum Compensation under the Agreement for the completion of such additional services.

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

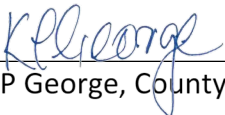
1. County shall pay Contractor an additional amount not to exceed forty-nine thousand six hundred dollars and 00/100 (\$49,600.00) to perform the additional Services, as described in Contractor's proposal dated July 12, 2024, attached hereto as Exhibit "A" and incorporated herein for all purposes.
2. The Maximum Compensation payable to Contractor for all Services rendered is hereby increased to an amount not to exceed one million three hundred fifty thousand five hundred eighty dollars and 00/100 (\$1,350,580.00), authorized as follows:
 - \$1,045,280.00 under the Agreement;
 - \$ 132,000.00 under the Amendment;
 - \$ 15,800.00 under the Second Amendment;
 - \$ 45,300.00 under the Third Amendment;
 - \$ 62,600.00 under the Fourth Amendment;
 - \$ 0.00 under the Fifth Amendment; and
 - \$ 49,600.00 under this Sixth Amendment.

3. In no case shall the amount paid by County for all Services under the Agreement and this Sixth Amendment exceed the Maximum Compensation without an agreement executed by the parties.
4. BY ACCEPTANCE OF AGREEMENT, CONTRACTOR ACKNOWLEDGES THAT THE 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.

Except as provided herein, all terms and conditions of the Agreement shall remain unchanged.

IN WITNESS WHEREOF, the parties hereto have signed or have caused their respective names to be signed to multiple counterparts to be effective on the date signed by the final party.

FORT BEND COUNTY



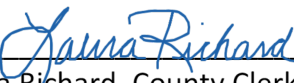
KP George, County Judge

October 9, 2024

Date


Approved by Commissioners Court on 10/8/2024

ATTEST:



Laura Richard, County Clerk

APPROVED:



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

BOWMAN CONSULTING GROUP, LTD.



Authorized Agent – Signature

Kevin Polasek

Authorized Agent – Printed Name

Principal

Title

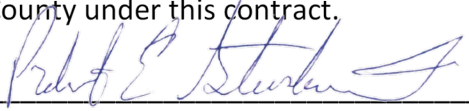
September 19, 2024

Date



AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$ 1,350,580.00 to accomplish and pay the obligation of Fort Bend County under this contract.



Robert Ed Sturdivant, County Auditor

Exhibit A: Contractor's Proposal, dated July 12, 2024

I:\AGREEMENTS\2024 Agreements\Engineering\Bowman Consulting Group, Ltd. (17-Eng-500025-A6)\Sixth Amendment to Agreement for Professional Engineering Services.docx (DRP 09.12.24)

EXHIBIT A



July 12, 2024

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

**Re: Brandt Road – Precinct Line Road to Mason Road
P.O # 231675/#17310
Change Order
2017 Mobility Project #17310
Fort Bend County, Texas**

**TBPE Registration # F-14309
Bowman Project Number: 250008-01-001**

We are pleased to submit this request for additional authorization related to the above-referenced project. Our efforts on the construction phase services have exceeded the original budgeted amount. The additional services that arose during the construction phase are not part of the tasks designated for the design phase, nor are they due to the failure of the design phase services.

This request is intended to confirm our Scope of Services and your authorization. Services will be provided in conformance to our Agreement / Proposal for Civil Engineering Services, and the Scope of additional Services includes the following:

Task 16 - Bowman Consulting - Brandt Road Construction Phase - Additional Services:

Reference Bowman CA Phase Invoice

- **Traffic Control plans and Detour plans revision**
Revising Traffic Control plans and Detour plans based on County/ Contractor's request.
- **Coordination of 6" Energy Transfer line conflict (RFI-17310-0032)**
Coordination of the 6" Energy Transfer line conflicted with the storm sewer near Precinct Line Road because the locations of the underground utilities in the field differed from the recorded information.
- **Roundabout joint layout plans (RFI-17310-0031)**
Providing roundabout joint layout plans for both roundabouts per contractor's request as the county didn't have a standard detail for the roundabout joint layout.
- **Coordination of multiple utility lines near Mason Road/Oyster Creek (RFI-17310-0023)**
Multiple utility lines near Mason Road/Oyster Creek required revisions to the storm sewer due to the locations of the underground utilities in the field differing from the recorded information.
- **Coordination of Southcross pipeline crossing**
Coordination for Southcross pipeline crossing with backfill revision.
- **Coordination of Irrigation and lighting conduits**
Irrigation and lighting conduits for roundabouts as per the county's request.
- **Coordination of additional traffic signal design requests**
Additional traffic signal design requests



The fees include any drawing revisions and time spent coordinating final construction documents with reviewer, county and design team.

All services described will be billed by time spent at the approved rates from the original agreement.

Bowman Additional Construction Phase Services	\$ 44,600
Anticipated Additional Construction Phase Services	<u>\$ 5,000</u>

TOTAL \$ 49,600

Should you have any inquiries or find yourself requiring further details, please do not hesitate to establish contact.

Respectfully,

A handwritten signature in purple ink that reads "Kevin Polasek, P.E.".

KEVIN POLASEK

Branch Manager | **BOWMAN**

O: (713) 993-0333

kpolasek@bowman.com | bowman.com

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

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Bowman Consulting Group LTD.
Houston, TX United States

Certificate Number:
2024-1216920

Date Filed:
09/19/2024

Date Acknowledged:
10/08/2024

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

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.

Mobility Bond 17310
Professional Civil Engineering Design, Consulting and Construction 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 _____, _____, _____, _____, _____.
(street) (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)