

Bowman

February 12, 2024

Mr. Joseph S. Czajkowski
Lower Salford Township
379 Main Street
Harleysville, PA 19438

RE: **Proposal for Final Design Engineering Services**
Yoder Road (T-375) Sidewalk Project
Project Property Address: 408 to 436 Yoder Rd, Harleysville, PA 19438
Lower Salford Township, Montgomery County, PA
Bowman Project No. 311269-01-001

Dear Joe:

As requested, Bowman Consulting Group, Ltd. ("Bowman"), appreciates the opportunity to submit this proposal to provide final design engineering services for the Yoder Road (T-375) Sidewalk Connection Project. The project has been identified as a priority project by the Lower Salford Trail and Sidewalk Committee (TSC). The primary objective at this time is to advance the project development through final design and into construction with the recently awarded DCED Greenways, Trails and Recreation program grant. The plan exhibit included in **Attachment A** represents the preliminary design. A summary of the proposed improvements are as follows:

- Approximately 920 LF of 5' wide concrete sidewalk along Yoder Road between the Kulp Road and Vernal Lane intersections.
- Installation of eight (8) driveway aprons at the existing residential driveways along the south side of Yoder Rd.
- Drainage improvements, as necessary
- Landscaping and/or tree replacements as identified by Township representatives.

SCOPE OF SERVICES

The scope of traffic engineering and design services includes the final design including construction plans, specifications, and estimate package; preparation of bid documents for advertisement; and construction contract/grant program administration. The services to be performed pursuant to this agreement are strictly limited to those expressly set forth herein. No additional services will be provided unless requested and agreed to in writing.

The specific tasks to be completed as part of this proposal are as follows:

- Task 1: Final Design and Construction Plans (Township Approval Only)
- Task 2: Contract/Bid Document Preparation
- Task 3: Construction Consultation/Contract Administration Services
- Task 4: Grant Administration
- Task 5: Project Management, Meetings and Correspondence

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TASK 1 – FINAL DESIGN and CONSTRUCTION PLANS (TWP APPROVAL ONLY)

Bowman will complete detailed design and preparation of the construction drawings for submission to Lower Salford Township for review and approval. The detailed design and document submission will be prepared in accordance with Lower Salford Township requirements along with guidance from *Pennsylvania Code Title 67 – Transportation, Chapter 441, "Access to and Occupancy of Highways by Driveways and Local Roads," Publication 282 – Highway Occupancy Permit Handbook*, and *Publication 13M, "Design Manual Part 2 (DM-2) Highway Design," August 2009 Edition*. **The plans will be provided to the Department of Community and Economic Development as per the grant funding agreement to confirm that the project is meeting the intended scope.**

The specific work to be completed for this task will include the design and preparation of construction drawings for initial review by Lower Salford Township. The submission package will include plans for construction and supporting documentation. The submission package will include the following:

Construction Plans (Lower Salford Township)

- Sidewalk construction plans, drawn to 1"=25' scale.
- Sidewalk profile and/or grading plan.
- Typical sidewalk sections, indicating pavement structure type and depths.
- List of standard details from PennDOT RC-drawings and appropriate construction notes.
- ADA curb ramp designs (2) at Vernal Lane along with all necessary forms and documentation.
- Maintenance and protection of traffic plans utilizing the PennDOT standard figures from Publication 213.
- Plans will include standard notes.
- Erosion and Sediment Control Plans – plan preparation only. Due to the size of the project, an ESC plan will be prepared, however, it will not be submitted to the Montgomery County Conservation District. It will be required to be held on site with the contractor. **This task does not include an NPDES application since the anticipated limit of disturbance is less than 1 acre. Should the disturbed area ultimately be greater than 1 acre, Bowman will coordinate with Lower Salford Township regarding additional services. Post-construction stormwater management facilities are not anticipated and are not included in this proposal. If PCSM facilities are ultimately determined to be necessary, Bowman will coordinate with Lower Salford Township regarding additional services.**

Design Analysis and Reports

- Engineer's Preliminary Opinion of Construction Cost – A preliminary construction cost estimate for the improvements associated with the access improvements will be provided following submission of the plans to the Township. A final opinion of construction cost will be prepared upon approval of the plans. The opinion of construction cost will be based on bid prices received by PennDOT and other municipalities on similar improvement projects in the area.
- Utility Coordination – Bowman will notify the Pennsylvania One Call System of design and construction activity for the project and will send plans and request markups from utilities with involvement within the project limits. As utility plans are received, they will be checked against the field data to verify utility locations and will then be plotted on the construction plans. During the design phase of the project, we will attempt to produce a final design to avoid utility conflicts with the resources that are available to us. However, if there are utility conflicts, our office will identify all utilities that will need to be relocated to the best of our ability. Bowman is not liable for any unmarked utilities or inaccurate as-built plans. All design will be based

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on field mark-outs, utility as-built plans and Pennsylvania One Call System notification responses. This task includes initial utility notification, research of as-built plans, plotting existing utilities, determination of utility conflicts and necessary relocations.

- ADA Ramp Design – Design of concrete curb ramps will be provided for the sidewalk at the driveway crossings, including CS-4401 forms for Township records.

EXCLUSIONS

- Underground Exploratory Work for Utilities – During the design stage, Bowman will make every attempt to avoid utility conflicts with the resources that are available to us. Our office will identify all known utilities that will need to be relocated to the best of our ability. **Bowman is not liable for any unmarked utilities. All design will be based on field mark-outs, utility as-built plans and notification responses. In many cases, subsurface utility engineering (SUE) involving underground exploratory work is highly recommended or required by law; however, our office will only provide these services under a separate addendum. If the facility owners cannot provide sufficient as-built plans, subsurface exploration work may be necessary to determine the depth and location of the utilities. The cost for utility engineering could vary greatly, depending on the extent of test pits required. Bowman will coordinate directly with the Township Public Works Department for SUE test hole work.** Additional engineering during construction to eliminate any conflicts with utilities will be provided on an hourly basis in accordance with the *Standard Provisions for Professional Services approved for the calendar year*.
- Post Construction Storm Water Management – The preparation of an NPDES permit application is not included in this proposal. It is not anticipated that the Conservation District will require off-site storm water management BMPs for the roadway improvements. However, if this work is required, then an addendum proposal will be provided for approval.
- Additionally, this proposal does not include design related to any major design revisions, structural design, culvert design, coordination with property owners, right of way and/or easement documentation, wetland delineation, environmental studies or permits, storm water management design, soil testing for infiltration, subsurface utility exploration work, utility relocation engineering, construction oversight/inspection, survey during construction and design revisions during construction. The services to be performed pursuant to this agreement are strictly limited to those expressly set forth herein. No additional services will be provided unless requested and agreed to in writing.

TASK 2 – CONTRACT/BID DOCUMENT PREPARATION

This Task will include the preparation of a construction cost estimate and contract documents utilizing the design plans. Bowman will provide the contract document package to Lower Salford Township for review & approval before advertising the project, as well as DCED as part of the grant requirements. Bowman anticipates the use of PennBID for the advertisement of the project. All bid documents will be prepared for use with PennBID.

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The bid document package will include the following items:

Pennsylvania Department of Labor – Request for Prevailing Wage Rates

Bowman will complete and submit a request for prevailing wage predetermination from the Commonwealth of Pennsylvania, Department of Labor and Industry. Upon receipt of wage rates, Bowman will incorporate them into the contract bid documents.

Construction Bid Documents

Bowman will provide Lower Salford Township with specifications adequate to clarify the contract documents. We will incorporate equipment preferences of the Township into the construction specifications. The bid documents will be prepared as a line item format, will include the following sections and will be prepared in accordance with the EJCDC recommended format:

- Advertisement
- Instructions to Bidders
- Form of Proposal
- Form of Guaranty
- General Conditions
- Special Conditions
- PA Prevailing Wage Predetermination
- Construction Specifications including special provisions
- Form of Agreement
- Contract Bond
- List of Contract Drawings

No meetings are anticipated under Task 2. Any requested meetings will be billed under Task 5.

Please note that Bowman will respond to questions from any prospective bidders as well as issue addendums, as necessary, as requested by Lower Salford Township during the bidding period as part of Task 3-Construction Consultation/Contract Administration.

TASK 3 – CONSTRUCTION CONSULTATION/CONTRACT ADMINISTRATION (Hourly)

The tasks and associated fees, on an hourly basis, that are anticipated to be required to complete the construction of the project are listed below.

Contractor Coordination During Bidding Phase

At the request of Lower Salford Township, Bowman will respond to inquiries made by Contractors regarding the construction plans associated with Bowman's scope of work.

Review of Shop Drawings

Bowman will coordinate with the Township Engineer and will review the shop drawings, if requested by the Township Engineer, submitted by the Contractor for all materials/equipment associated with the roadway improvements and culvert extension shown on the Bowman plans. Written comments or approval will be provided to the Contractor within five (5) days of receipt of the submission.

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Office Coordination

Bowman anticipates coordination between Lower Salford Township, Township Engineer, the Contractor, and PennDOT during construction. This service also includes the evaluation of payment applications submitted by the Contractor for the construction work associated with the roadway improvements shown on the Bowman plans. Bowman will coordinate with the Township Engineer regarding actual project quantities prior to processing payment application requests. Bowman will assist Lower Salford Township in the submission of invoices for reimbursement to the CFA.

Contractor Coordination Meetings

Bowman anticipates attendance at one project pre-construction/utility coordination meeting and monthly status meetings during each of the two (2) months of construction, and two final observation meetings with Lower Salford Township. Meeting minutes will be prepared after each meeting and submitted to all attendees. Additional field meetings, as necessary, throughout the construction of the project are not included in this estimate and will be charged on an hourly basis as authorized by Lower Salford Township.

Construction Observation/Inspection

It is understood that the Township Engineer will be performing all field construction observation/inspection services for this project on behalf of Lower Salford Township under a separate contract.

The construction services fees are on an hourly (estimate) basis. We will only invoice actual time and expenses for each task. At the approach of the limit (75%), we will contact you to determine if authorization for further services is necessary.

TASK 4 – GRANT ADMINISTRATION (Hourly)

Bowman will provide services related to grant administration and coordination with DCED associated with the Greenways, Trails and Recreation Program (GTRP) award. Coordination and administration with any additional grant awards will be added to this task, if applicable. This task is based on an estimated amount of time (2 hours per month) over an 18-month period.

TASK 5 – PROJECT MANAGEMENT, MEETINGS and CORRESPONDENCE (Hourly)

Bowman will provide project management, meetings, and correspondence services as necessary relative to the project. This assistance is anticipated to be overall project management as well as project meeting attendance with the project team and Township staff. Because these services cannot be quantified in time spent or number needed, they will be provided on an hourly basis, in accordance with the *Standard Provisions for Professional Services approved for the calendar year*. Meeting services are assumed to include meeting preparation, travel time, attendance, and any follow-up coordination or minutes for meetings.

SCHEDULE

We will proceed upon receipt of your signed authorization of this proposal. *The anticipated Notice-To-Proceed date is March 1, 2023. The anticipated project duration for engineering is 18 months.* The anticipated schedule is based on

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previous experience for similar type projects. *If the project duration exceeds this timeframe and extends into subsequent calendar year(s) due to circumstances outside of Bowman's control, Bowman reserves the right to evaluate the project fee relative to escalation costs and will notify the Township if additional costs are necessary.* Bowman will coordinate directly with the Township to try and meet the schedule summarized below:

Task	Completion
Task 1: Final Design and Construction Plans (Twp Approval Only)	12 weeks from NTP
Task 2: Contract/Bid Document Preparation	8 - 10 weeks from completion of Task 1 **Dependent on subsequent Grant Announcements
Task 3: Construction Consultant/Contract Administration	Ongoing throughout project
Task 4: Grant Administration	Ongoing as necessary
Task 5: Project Management, Meetings, and Correspondence	Ongoing throughout project

Hourly Services: Services extending past December 31 of the current year will be automatically updated to the current rate sheet for the next year in accordance with the *Standard Provisions for Professional Services approved for the calendar year.*

FEE

The fee for the Tasks described herein is as follows (Lump Sum and/or Hourly as noted by each Task):

Task 1: Final Design and Construction Plans (Lump Sum)	\$30,200
Task 2: Contract/Bid Document Preparation (Lump Sum)	\$14,000
Task 3: Construction Consultation/Contract Administration Services (Hourly)	\$14,000
Task 4: Grant Administration (Hourly)	\$ 8,500
Task 5: Project Management, Meetings & Correspondence (Hourly)	\$ 8,300

This **fee is exclusive of reimbursable and out-of-pocket expenses** including ATR rental, reproduction, overnight mail packages, plotting, graphics, personal automobile usage, tolls, permit fees, and other incidental expenses in accordance with the attached **SCHEDULE A - FEES FOR REPROGRAPHIC, DELIVERY, TRAVEL AND OTHER SERVICES**. Additionally, meeting preparation and/or attendance, will be invoiced on an hourly and material basis at the rates contained in the attached **SCHEDULE B**, when requested and authorized and billed separately. If any of the additional services are required, we will prepare a change order for authorization, as requested.

The individual signing this Proposal acknowledges that he or she has received and read Bowman Consulting Group Ltd.'s ("Bowman") Standard Terms and Conditions and agrees on behalf of the Client, to be bound by them. Upon authorization of this proposal, please include your accounts payable information on the attached **SCHEDULE C**.

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If you should have any questions, or require further information, please feel free to contact me at 267-419-1256 or sbutler@bowman.com.

Sincerely,



Stephanie L. Butler, P.E.
Senior Project Manager, Transportation

SLB/smd

Attachments

- Schedule A
- Schedule B
- Schedule C
- Terms and Conditions

Accepted for Lower Salford Township

If signing for an LLC, LP, or other business, you must have binding authority to make payments to Bowman Consulting Group, Ltd. or assign an alternate business. If adequate information is not provided, and/or cannot be verified by Bowman, work will not commence on your project.

By: _____
(Signature of Authorized Representative)

(Printed Name of Authorized Representative)

Title: _____

Date: _____

Project Property Address: _____

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TERMS AND CONDITIONS

These Terms and Conditions are incorporated by reference into the Proposal and its exhibits (the "Proposal") from Bowman Consulting Group, Ltd. ("Bowman") to _____ ("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.

Initials: Bowman ____ / Client ____

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, inaccuracy 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. 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.

15. 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.

16. 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.

17. 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.

18. 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 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.

19. 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.



BOWMAN CONSULTING GROUP LTD.

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

January 2024

Reprographic Services

B&W Photo Copies	\$0.35/sf, or \$0.23 for 8-1/2" x11" sheet
Color Photo Copies	\$0.50/sf, or \$0.32 for 8-1/2" x11" 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, DHL, 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

/ Client

SCHEDULE B

McMAHON, a Bowman company
STANDARD PROVISIONS FOR PROFESSIONAL SERVICES
LOWER SALFORD TOWNSHIP
2023-2024

SERVICES

McMahon, a Bowman company reserves the right to make adjustments for individuals within these classifications as may be desirable in its opinion by reason of promotion, demotion, or change in wage rates. Such adjustments will be limited to the manner in which charges are computed and billed and will not, unless so stated in writing, affect other terms of an agreement, such as estimated total cost. The following rates will apply to actual time devoted by McMahon, a Bowman company staff to this project computed to the nearest one-half hour.

<u>PERSONNEL</u>	<u>HOURLY RATES</u>
Principal/Associate/General Manager/Service Leader	\$195
Senior Project Manager	\$180
Project Manager/Survey Manager	\$165
Senior Project Engineer	\$140
Project Engineer	\$130
Staff Engineer/Survey Party Chief/FAA Certified Drone Pilot	\$105
Technician/Admin/Survey Tech	\$ 90
Field Personnel/Drone Field Spotter	\$ 50

Bowman

Schedule C – Request for Information

Accounts Payable Contact:

Point of Contact: _____
Phone: _____
Fax: _____
E-Mail: _____

Billing Information:

Billing Entity: _____
Billing Address: Same as Proposal
 If Different, Please Provide.....

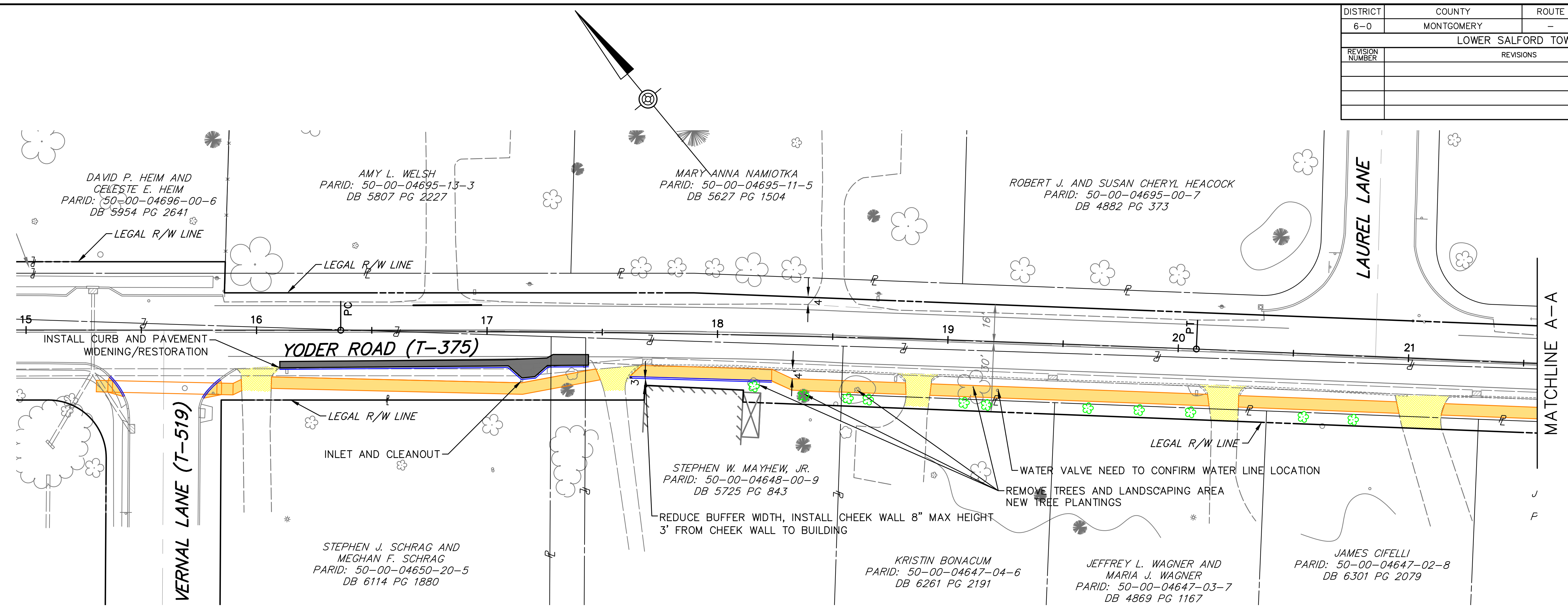
Billing Requirements:

Invoice Due Date: _____
Requirements/Attachments: _____
Invoices Transmitted Via
Electronic Mail to: _____
Offer ACH Direct Deposit: Yes, Contact: _____
 Not Sure, Contact our Office
 Not at this Time

ATTACHMENT A

PLAN EXHIBIT YODER ROAD

DISTRICT	COUNTY	ROUTE	SECTION	SHEET
6-0	MONTGOMERY	-	-	1 OF 1
LOWER SALFORD TOWNSHIP				
REVISION NUMBER	REVISIONS	DATE	BY	



- LEGEND:**
- NEW FULL DEPTH PAVEMENT
 - NEW PEDESTRIAN FACILITY
 - DRIVEWAY ADJUSTMENT
 - NEW ADA CURB RAMP
 - NEW DRAINAGE PIPE
 - NEW CURB
 - NEW EDGE OF PAVEMENT
 - REQUIRED EASEMENT LINE
 - GRADING LIMIT
 - LEGAL RIGHT-OF-WAY LINE
 - EXISTING PAVEMENT MARKINGS
 - EXISTING PROPERTY LINE
 - EXISTING CURB
 - EXISTING EDGE OF PAVEMENT

