



Ref 2106295

**CERTIFIED COPY
BRAZORIA COUNTY COMMISSIONERS' COURT**

ORDER NO. 7.Q.1

**RE: ROAD AND BRIDGE FACILITIES
IMPROVEMENTS CONSTRUCTION
MANAGEMENT AND INSPECTION - JONES
& CARTER, INC.**

Approve the expenditure of \$126,140.00 to Jones & Carter, Inc., to perform construction management, inspection, and engineering services for the Facility Improvements at West and Central Road and Bridge Service Centers.

Whereas, the scope of work, attached for reference, provides for construction management, inspection and testing of construction related activities and reporting, as deemed necessary.

Whereas, funds for this expenditure are available via the 2021 Road & Bridge Budget.

Further, that a certified copy of this order be furnished to the County Engineer for distribution to all parties involved and the County Judge be authorized to sign the attached Professional Service Agreement.

RESULT:	PASSED [UNANIMOUS]
MOVER:	David R. Linder, Commissioner
SECONDER:	Ryan Cade, Commissioner
AYES:	Judge Sebesta, Commissioner Payne, Commissioner Cade, Commissioner Adams, Commissioner Linder

STATE OF TEXAS §

COUNTY OF BRAZORIA §

I, Joyce Hudman, Clerk County Court and Ex-Officio Clerk of the Commissioners' Court of Brazoria County, Texas, do hereby certify that the foregoing is a true and correct copy of that certain:

ORDER NO. 7.Q.1

RE: ROAD AND BRIDGE FACILITIES
IMPROVEMENTS CONSTRUCTION
MANAGEMENT AND INSPECTION - JONES
& CARTER, INC.

as passed by the Commissioners' Court on the 8th day of JUNE, A.D., 2021, Regular Session Term of Commissioners' Court and as the same appear(s) in the Commissioners' Court Records of Brazoria County, Texas.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 9th DAY OF JUNE, A. D., 2021.

JOYCE HUDMAN, Clerk County Court
and Ex-Officio Member of the Commissioners'
Court of Brazoria County, Texas

By: 
T. Reynolds, Deputy



PROFESSIONAL SERVICES AGREEMENT

STATE OF TEXAS §

COUNTY OF BRAZORIA §

This Agreement for professional services (“Agreement”) is made and entered into by and between **BRAZORIA COUNTY**, a political subdivision of the State of Texas, hereinafter referred to as the “County” and Jones & Carter, Inc., a Texas Corporation, hereinafter referred to as “Consultant”.

RECITALS

The County intends to design and construct a new Truck Shed and Tire & Welding Shop at Road & Bridge West Service Center and install new Emergency Generators at Road & Bridge West and Central Service Centers, hereinafter called the “Project”

The County desires that Consultant perform certain professional engineering, inspection, and construction management services in connection with the Project. Said services are described in detail in **Exhibit “A”** or as further modified in **Exhibit “F-*”**; and

Consultant represents that it is qualified and desires to perform such services.

In consideration of the mutual covenants, agreements and benefits to the Parties hereto, it is agreed as follows:

TERMS

Article 1

Scope of Agreement

1.01 The Consultant agrees to perform professional engineering services as set forth in the Exhibits attached hereto and incorporated herein.

Article 2

Character and Extent of Services

2.01 The Consultant shall perform its obligations under this Contract in accordance with the Scope of Work within the Consultant’s proposal attached hereto as **Exhibit “A.”** County and Consultant may agree to amend this contract. All amendments to this contract will be added as **“Exhibit F-*”** (F-1, F-2, etc.).

2.02 The Consultant and County agree and acknowledge that the County is entering into this Contract in reliance on the Consultant’s competence and qualifications, as those were presented to County by Consultant with respect to professional services. The Consultant, in consideration for

the compensation set forth expressly herein, shall at all times utilize its skill and attention to fully, timely, and properly render professional services for the development of the Project to final completion as set out in, or reasonably inferred from, the Scope of Work. This shall be done in a manner utilizing the degree of care ordinarily used by Consultants performing similar services on projects of a similar nature and scope within the State of Texas.

2.03 The Consultant shall be represented by a professional engineer, who has been assigned by Consultant to manage the Project, licensed to practice in the State of Texas, at meetings of any official nature concerning the Project, including, but not limited to, scope meetings, status meetings, pre-bid meetings, pre-construction meetings and construction meetings with County and staff and/or its contractors, unless otherwise set forth in the Scope of Work or approved in writing by the County.

2.04 Work, labor, services, and materials to be furnished by Consultant shall fully comply with applicable Federal, state and local laws, rules, regulations, statutes, ordinances and directives related to the Consultant and/or the Work. In the event of any change in the applicable Federal, state and local laws, rules, regulations, statutes, ordinances and directives related to the Consultant and/or the Work for the Project, which occur after the Effective Date of the Contract, and which Consultant was not and should not reasonably have been aware of, which require changes to the Work that has already been completed by the Consultant, or require work outside the Scope of Work, then the Consultant and the County shall attempt to agree in writing on the required modifications to the Scope of Work and an equitable fee and time adjustment resulting from such additional Scope of Work. Conflicts between any applicable Federal, state and local laws, rules, regulations, statutes, ordinances and directives related to the Consultant and/or the Work shall be brought to the attention of the County by Consultant.

2.05 Consultant shall comply with all Federal laws, including but not limited to, the specific laws identified and attached hereto as **Exhibit "C"** and incorporated herein and made part of this contract. The Consultant shall require and ensure that its contractors and subcontractors comply with all applicable laws.

2.06 All work provided under this Agreement shall conform to and be in the format required by Federal and state funding agencies. Guidelines and requirements of the Federal Transit Administration, the Federal Highways Administration, the Federal Emergency Management Agency, the Environmental Protection Agency, the Texas Commission on Environmental Quality, and the Texas Department of Transportation as applicable to the project. Other Federal and local funding sources may impose additional and/or differing requirements. The project may utilize funding from the following: grants, ad valorem taxes; general obligation bonds, which all requirements for this contract must adhere to the requirements.

2.07 Effective January 1, 2020, the requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this contract and the Consultant agrees that the contract can be terminated if the Consultant knowingly or intentionally fails to comply with a requirement of that subchapter.

*Article 3
Time for Performance*

3.01 The Consultant shall complete the services called for in this Agreement as set forth in schedule specified in **Exhibit "A"** or as further modified in **Exhibit "F-*."** Consultant understands that time is of the essence to complete the services by the scheduled deadlines.

*Article 4
Consultant Compensation*

4.01 For and in consideration of the services rendered by the Consultant under Article 2, the County shall pay to the Consultant in accordance with its Fee Schedule in **Exhibit "A"** or as further modified in **Exhibit "F-*."**

*Article 5
Time of Payment*

5.01 Monthly payments shall be made based upon that portion of the work which has been completed. Consultant shall provide, no later than the last day of each calendar month a sworn statement to the County Engineer, setting forth the percentage of the services provided which were completed during such calendar month, the compensation due, Consultant's hourly rates, if applicable, subcontractor invoices and the respective backup documentation, and any other documentation required to support compensation due. Said statement shall be accompanied by an affidavit signed by an officer or principal of the Consultant certifying that the work was performed, it was authorized by the County Engineer and that all information contained in the invoice being submitted is true and correct.

5.02 Consultant agrees to maintain, for a period of five (5) years, detailed time records identifying each person performing the services, the date or dates that the services were performed, the applicable hourly rates, the total amount billed for each person and the total amount billed for all persons, and shall provide such other details as may be requested by the County Auditor for verification purposes. The Consultant shall retain its records and shall keep same available for inspection during regular business hours by County officials.

5.03 The Consultant's statement becomes due and payable within thirty (30) days after receipt and approval by County. The approval or payment shall not be considered to be evidence of performance by the Consultant to the point indicated by such statement or of receipt or acceptance by the County of the work covered by such statement.

*Article 6
Compliance Standards*

6.01 The Consultant agrees to perform the work hereunder in accordance with County's road and bridge specifications or Texas Department of Transportation road and bridge specifications, Brazoria County Drainage Criteria Manual and other generally accepted standards applicable

thereto, and shall use that degree of care and skill commensurate with the Consultants profession to comply with all applicable state, Federal and local laws, ordinances, rules and regulations relating to the work to be performed hereunder and Consultant's performance.

*Article 7
Procurement, Suspension and Debarment*

7.01 The Consultant certifies by execution of this Agreement or Contract that it is not ineligible for such participation in Federal or state assistance programs. The Consultant further agrees to include this certification in all Agreements or Contracts between itself and any subcontractor in connection with the services performed under this Agreement or Contract. The Consultant also certifies that it will notify the County in writing if it is not in compliance with Federal or State assistance programs at any time during the term of this Agreement or Contract. The Consultant agrees to refund Brazoria County for any payments made to the Consultant that would have been properly payable or reimbursable from Federal or state funds but for the fact that such payment failed to comply with Federal or state assistance programs.

*Article 8
Ownership of Documents, Copyright*

8.01 The County shall be the absolute and unqualified owner of all drawings, preliminary layouts, electronic documents and drawings, record drawings, sketches, reports, and other documents completed or partially completed, mylar reproducible, preliminary layouts, created, produced, developed, or prepared, pursuant to this Agreement, by the Consultant or its approved outside advisory or support consultants (collectively the "Documents") with the same force and effect as if the County prepared same.

8.02 Consultant shall deliver all Documents to County within thirty (30) days of the termination or upon completion of this Agreement, whichever occurs first.

8.03 The Consultant may retain one (1) set of reproducible copies of such documents and such copies shall be for the Consultant's sole use in preparation of studies or reports for Brazoria County only. The Consultant is expressly prohibited from selling, licensing or otherwise marketing or donating such documents, or using such documents in the preparation of other work for any other client, without the prior express written permission of the County.

8.04 County shall be the owner of all intellectual property rights of the services rendered hereunder including all rights of copyright therein.

*Article 9
Public Contact*

9.01 Contact with the news media, citizens of Brazoria County, the State of Texas or other governmental agencies shall be the responsibility of the County. Under no circumstances shall the Consultant release any material or information developed in the performance of its services hereunder without the express prior written permission of the County.

Article 10
Consultant's Insurance Requirements

10.01 Prior to commencement of the Services, Consultant shall furnish County with properly executed certificates of insurance which shall evidence all insurance required and provide that such insurance shall not be canceled, except on 30 days' prior written notice to County. Consultant shall provide certified copies of insurance endorsements and/or policies if requested by County. Consultant shall maintain such insurance coverage from the time Services commence until Services are completed and provide replacement certificates, policies and/or endorsements for any such insurance expiring prior to completion of Services. Consultant shall obtain such insurance written on an Occurrence form (except Professional Liability which is on a Claims Made policy) from such companies having Best rating of V/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits set forth on **Exhibit "B."**

10.02 County shall be named as additional insured to all required coverage except for Workers' Compensation and Professional Liability. All liability policies including Workers' Compensation written on behalf of Consultant shall contain a waiver of subrogation in favor of County and members of Commissioners Court.

10.03 If required coverage is written on a claims-made basis, Consultant represents that any retroactive date applicable to coverage under the policy precedes the effective date of the contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of 2 years beginning from the time that work under the Agreement is completed.

Article 11
Indemnification

11.01 THE CONSULTANT SHALL INDEMNIFY THE COUNTY FROM AND AGAINST CLAIMS AND LIABILITY, PERFORMED UNDER THIS CONTRACT WHICH RESULT FROM NEGLIGENT ACT, ERROR, OR OMISSION OF THE CONSULTANT OR OF ANY PERSON EMPLOYED BY THE CONSULTANT. THE CONSULTANT SHALL IN PROPORTION OF CONSULTANT'S LIABILITY BE RESPONSIBLE TO REIMBURSE THE COUNTY FOR REASONABLE EXPENSES, INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEY'S FEES, TO THE EXTENT ARISING OUT OF THE NEGLIGENT ACTS, ERRORS OR OMISSIONS OF THE CONSULTANT, ITS AGENTS, OR EMPLOYEES.

11.02 CONSULTANTS DUTY TO INDEMNIFY COUNTY SHALL AS DESCRIBED ABOVE BE ABSOLUTE. IT SHALL NOT ABATE OR END BY REASON OF THE EXPIRATION OR TERMINATION OF THIS AGREEMENT UNLESS OTHERWISE AGREED BY COUNTY IN WRITING. THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE TERMINATION OF THE AGREEMENT AND SHALL REMAIN IN FULL FORCE AND EFFECT WITH RESPECT TO ALL SUCH MATTERS NO MATTER WHEN THEY ARISE.

*Article 12
Dispute Resolution*

12.01 In the event of a dispute related to the breach of this Agreement that cannot be settled through negotiation, County and Consultant agree to submit the dispute to mediation.

12.02 All expenses associated with mediation shall be shared fifty (50) percent by each party.

12.03 The requirement to seek mediation shall be a condition required before filing an action at law or in equity, unless to do so would prevent either party from seeking relief in a court of law in equity under any applicable statutes of limitation.

*Article 13
Termination*

13.01 The County may terminate this Agreement at any time by notice in writing to the Consultant. Upon receipt of such notice, the Consultant shall discontinue all services in connection with the performance of this Agreement and shall proceed to promptly cancel all existing orders and contracts insofar as such orders or contracts are chargeable to this Agreement. As soon as practicable after receipt of notice of termination, the Consultant shall submit a statement, showing in detail the services performed under this Agreement to the date of termination. The County shall then pay the Consultant that proportion of the prescribed charges which the services actually performed under this Agreement bear to the total services called for under this Agreement, less such payments on account of the charges as have been previously made. Copies of all completed or partially completed designs, electronic data files, drawings and specifications of any kind prepared under this Agreement shall be delivered to the County when and if this Agreement is terminated.

*Article 14
Notice*

14.01 Any notice permitted or required to be given to the County hereunder may be given by hand-delivery or certified United States mail, postage prepaid, return receipt requested addressed to:

County:

Brazoria County Engineer
451 N. Velasco, Suite 230
Angleton, Texas 77515
ATTN: Matthew Hanks, JD, PE
Email: matth@brazoria-county.com
Phone: 979-864-1265

Consultant:

Jones & Carter, Inc.
6330 West Loop South, Suite 150
Bellaire, TX 77401
ATTN: Matthew B. Breazeale, PE
Email: mbreazeale@jonescarter.com
Phone: 832.913.4023

14.02 Such notice shall be deemed given upon receipt of hand-delivery or, if mailed, three days after the date of deposit of the notice in the United States mail as aforesaid.

*Article 15
Successors and Assigns*

15.01 Neither the County nor the Consultant shall assign, sublet, or transfer its or his interest in this Agreement without the prior written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party hereto.

*Article 16
Applicable Law*

16.01 The laws of the State of Texas govern all disputes arising out of or relating to this Agreement. The parties hereto acknowledge that venue is proper in Brazoria County, Texas for all legal actions or proceedings arising out of or relating to this Agreement and waive the right to sue or be sued elsewhere. Nothing in this Agreement shall be construed to waive the County's sovereign immunity.

*Article 17
Modifications*

17.01 This instrument contains the entire Agreement between the parties related to the rights herein granted and obligations herein assumed. Any oral or written representations or modifications concerning this instrument shall be of no force and effect excepting a subsequent modification in writing signed by both parties.

*Article 18
Authority of County Engineer*

18.01 The County Engineer shall decide any and all questions which may arise as to the interpretation of this Agreement and all questions as to the acceptable fulfillment of this Agreement by the Consultant. His decision shall be final. It is mutually agreed by both parties that the County Engineer shall act as referee in all questions arising under the terms of this Agreement between the parties hereto and that the decisions of the County Engineer in such shall be final and binding alike on both parties hereto. But, nothing contained in this Article shall be construed to authorize the County Engineer to alter, vary or amend any of the terms or provisions of this Agreement.

*Article 19
Severability*

19.01 If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions remain in full force, if the essential terms and conditions of this Agreement for each party remain valid, binding, and enforceable.

*Article 20
Merger*

20.01 The Parties agree that this Agreement contains all of the terms and conditions of the understanding of the parties relating to the subject matter hereof. All prior negotiations, discussions, correspondence and preliminary understandings between the parties and others relating hereto are superseded by this Agreement.

*Article 21
Agreement to Not Boycott Israel*

21.01 The Consultant verifies that they do not boycott Israel and will not boycott Israel during the term of this contract under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

Pursuant to Section 2270.001, Texas Government Code:

1. *“Boycott Israel” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and*
2. *“Company” means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.*

21.02 All requirements of Subtitle F, Title 10, Government Code Chapter 2270, apply to this contract and the Consultant, by signing below, hereby verifies its understanding of the exemptions contained therein.

21.03 Consultant agrees that the contract can be terminated if the Consultant knowingly or intentionally fails to comply with a requirement of this subchapter.

*Article 22
Attachments*

- 22.01 The following attachments are a part of this Agreement:
- | | |
|-----------|--|
| Exhibit A | Scope of Work, Fee Schedule and Project Schedule |
| Exhibit B | County’s minimum insurance requirements |
| Exhibit C | Compliance with Laws |
| Exhibit D | Certificate of Interested Parties |
| Exhibit E | Conflict of Interest Disclosure |
| Exhibit F | Contract Amendments (As Needed) |

Article 23
Execution

23.01 The County executes this Agreement by and through the County Judge acting pursuant to Order of the Commissioners Court of Brazoria County, Texas, so authorizing. This Agreement shall not become effective until executed by all Parties hereto.

Brazoria County, Texas

Jones & Carter, Inc.
a Texas company

By: DocuSigned by:
Matt Sebesta
7158A8A7BC4B414...
L.M. (Matt) Sebesta, Jr
County Judge
Date: Jul 6, 2021

By: DocuSigned by:
Matt Breazeale
72018F844D0F444...
Name: Matt Breazeale
Title: Vice President
Date: Jul 4, 2021

EXHIBIT A

EXHIBIT "A"
SCOPE OF WORK, FEE SCHEDULE AND PROJECT SCHEDULE

INSERT PROPOSAL AND SCHEDULE



6330 West Loop South, Suite 150
Bellaire, Texas 77401
Tel: 713.777.5337
Fax: 713.777.5976
www.jonescarter.com

June 1, 2021

Trey Haskin, PE, CFM
Assistant County Engineer
Brazoria County, TX
451 N. Velasco, Suite 230
Angleton, Texas 77515

Re: Proposal for Civil Engineering, and Construction Phase Services
Central and West Service Center CE&I
Brazoria County Texas

Dear Mr. Haskin:

We appreciate the opportunity to present this proposal for civil engineering, and construction phase services in connection with the Central and West Service Center CE&I project in Brazoria County Texas.

Project Understanding

The County is planning backup power improvements at the Central and West Service Center. In addition to the electrical improvements, the County is planning to add a Maintenance Building, Tire/Welding shop and truck storage shed to the West Service Center. We understand Brazoria County would like to engage Jones|Carter (JC) to perform civil engineering and construction phase services associated with the work to be performed at the Central and West Service Centers. Based on our understanding of your project we prepared the following scope of services and fee proposal for your consideration.

Scope of Services

- A. Constructability Review** – As part of the submittal and review process for this project, we will review the plans produced by Terra and Robert W. Young for the improvements at the Central and West Service Centers. This review will be performed by a civil, an electrical, and a construction engineer to provide independent opinions on the constructability of the project and areas of possible improvement. We will provide a letter summarizing our review for your consideration.
- B. Permit Coordination** - Permitting services include setting up a permit appointment with the West Columbia Permit Department, ensuring the Contractor or Design Engineer provide the necessary permits and affidavits, attending the permit meeting, and placing the permits in PM Vitals.



C. Construction Contract Administration - Administration services during construction include activities supporting the construction of the project on behalf of the CLIENT. These services must be accompanied by Field Project Representation. Contract Administration services consist of the following:

1. Collection, coordination and execution of post-bid contract documents and subsequent forms needed during the contract period of performance
2. Facilitate bond and insurance review by Client's designated agent
3. Maintain complete knowledge of the contract, general conditions, special conditions, and addenda
4. Facilitation of the contractual and agreed upon lines of communication
5. Sending contractual notices to all parties
6. Receive, review and recommend periodic contractor pay requests. Provide written recommendation of payment to CLIENT based upon on-site observations
7. Processing RFIs and RFPs (technical design review is not included)
8. Change order preparation and processing, quantity and price assessment
9. Schedule monitoring
10. Managing pre-construction meeting
11. Management of submittals, Samples and Shop drawings (technical design review is not included)
12. Coordinating generation and completion of close-out documents
13. File management thru PM Vitals
14. Minimum level of documentation and reporting limited to a monthly summary of construction activities
15. Coordination of construction staking (this does not apply if work is in contractor's bid scope)
16. Coordination of materials testing (this does not apply if work is in contractor's bid scope)
17. Verification that there is a safety plan
18. Issuance of a Certificate of Substantial Completion to Client

D. Field Project Representation - Field project representation services generally consist of on-site project representative(s) to assist the ENGINEER and to provide more extensive observation of the Contractor's work. Presence of Field Project Representatives does not guarantee the contractor's work shall be free of defect, but is intended to improve the CLIENT's familiarity with the contractor's progress and quality of work. JC can provide different levels of observation to meet the CLIENT's needs. This proposal assumes daily field project visits every day during active construction for 4 to 5 hours a day. Field Project Representation services consist of the following:

1. Monitor and track quantities of work performed
2. Monitor and track Contractor's crews and equipment on-site
3. Validate impact-days daily
4. Match concrete batch tickets to placement locations
5. Prepare a daily summary of work observed



- E. Construction Engineer Oversight** – After completion of the Bidding Phase, a professional engineer will assist the County in the construction of the project, including assisting in revising the construction drawings and technical specifications as necessitated during the construction process. Any change requests will be approved by the architect or engineer of record. The amount of construction engineer oversight can vary drastically depending on the preferences of the owner and/or architect and the quality of the Contractor. Based on previous experience on similar projects, we established a preliminary budget for project meetings that includes weekly check ins with the engineer of record, architect, City, County and Contractor.

- F. Windstorm Inspection** – JC will hire a structural engineer to perform Windstorm inspections. This service will include drawing review to confirm compliance with building and Texas Department of Insurance (TDI). This service will include up to eight inspection and completion of the required TDI paperwork for the County.

Proposed Fee

We intend to perform the services above on an hourly basis with an estimated fee of \$126,140.

A summary of our fees is enclosed as Exhibit "A", our current Schedule of Hourly Rates is enclosed as Exhibit "B", and our Schedule of Reimbursable Expenses is enclosed as Exhibit "C".

Special Considerations

This proposal is based on the following special considerations:

1. This proposal shall be subject to the enclosed General Conditions of Agreement.
2. JC shall coordinate design efforts on the project through our Bellaire office and shall work closely with the Client's architect, geotechnical engineer, MEP, and other consultants for construction of the facility and application for a building permit.
3. Reimbursable expenses including outside services not performed by JC personnel shall be provided in accordance with the enclosed Schedule of Reimbursable Expenses. These services typically include deed research, reproduction for bidding and construction, deliveries, and construction materials testing.
4. The client's architect will be responsible for registering and submitting the project to the Texas Department of Licensing and Regulation for the required Texas Accessibility Standards (TAS) review.
5. This proposal shall be valid for sixty (60) days from this date and may be extended upon approval by this office.



We thank you for the opportunity to submit this proposal and look forward to working with you on this project. An executed copy of this proposal will serve as our notice to proceed. A scanned or electronically signed copy is acceptable. Should you have any questions, please call.

Sincerely,

Matthew B. Breazeale, PE
Vice President

Don Durgin, PE
Manager of Transportation

MBB\
Enclosure(s)

APPROVED BY:

Signature

Name and Title (Printed)

Date

Please indicate how we should send invoices:

- By email: _____
- By regular mail: _____
- Other: _____



6330 West Loop South, Suite 150
 Bellaire, Texas 77401
 Tel: 713.777.5337
 Fax: 713.777.5976
 www.jonescarter.com

EXHIBIT "A"
 Brazoria County Texas
 Central and West Service Center's CE&I
 Engineering and Construction Phase Services
 June 1, 2021

Scope of Services

Item Number and Description	Fee Basis	Amount
I. Engineering Services		
A. Constructability Review	Estimated Hourly	\$3,500
B. Permit Coordination	Estimated Hourly	\$2,000
C. Construction Contract Administration	Estimated Hourly	\$41,000
D. Field Project Representation	Estimated Hourly	\$45,500
E. Construction Engineer Oversight	Estimated Hourly	\$25,000
F. Windstorm Inspection	Cost + 10%	\$8,140
	Engineering Subtotal	\$125,140
	Total Fee	<u>\$125,140</u>
Estimated Reimbursable Expenses:		
Reproduction, Mileage, Deliveries, etc.		\$1,000
	Total Estimate of Other Fees	<u>\$1,000</u>

Notes:

1. The above table excludes permit fees, which are the Client's responsibility.
2. Sales tax not included (8.25%)

**SCHEDULE OF HOURLY RATES**

Effective January 2021 - Subject to Annual Revision in January 2022

ENGINEERING PERSONNEL

Design Engineer I	\$110
Design Engineer II	\$130
Professional Engineer I	\$150
Professional Engineer II	\$170
Professional Engineer III	\$195
Professional Engineer IV	\$225
Professional Engineer V	\$240
Practice Leader	\$260

ELECTRICAL ENGINEERING PERSONNEL

Electrical Design Engineer I	\$120
Electrical Design Engineer II	\$140
Electrical Professional Engineer I	\$165
Electrical Professional Engineer II	\$180
Electrical Professional Engineer III	\$200
Electrical Professional Engineer IV	\$235
Electrical Professional Engineer V	\$250

CONSTRUCTION PERSONNEL (Includes Mileage)

Construction Manager I	\$110
Construction Manager II	\$130
Construction Manager III	\$150
Construction Manager IV	\$170
Construction Manager V	\$195
Field Project Representative I	\$ 65
Field Project Representative II	\$ 90
Field Project Representative III	\$110
Specialist Field Project Representative I	\$120
Specialist Field Project Representative II	\$135
Senior Specialist Field Project Representative	\$150

SPECIALIST

Specialist I	\$100
Specialist II	\$125
Specialist III	\$195
Specialist IV	\$240

PLANNING PERSONNEL

Planner I	\$ 95
Planner II	\$125
Planner III	\$155
Planner Manager	\$225

DESIGNERS/DRAFTING PERSONNEL

CAD I	\$ 60
CAD II	\$ 85
CAD III	\$100
Designer I	\$100
Designer II	\$120
Designer III	\$140
GIS I	\$ 85
GIS II	\$110
GIS III	\$145
GIS IV	\$180

SURVEYING PERSONNEL

1-Person Field Crew	\$130
2-Person Field Crew	\$180
3-Person Field Crew	\$220
4-Person Field Crew	\$250
Scanner Equipment	\$100
Survey Technician I	\$ 85
Survey Technician II	\$ 95
Project Surveyor I	\$ 90
Project Surveyor II	\$105
Project Surveyor III	\$125
Project Surveyor IV	\$150
Chief of Survey Crews	\$110
Registered Professional Land Surveyor	\$170
Survey Manager	\$195

OFFICE PERSONNEL

Engineer's Assistant I	\$ 60
Engineer's Assistant II	\$ 75
Engineer's Assistant III	\$ 85
Admin I	\$ 60
Admin II	\$ 80
Admin III	\$105
Assistant Controller/ Chief Accountant	\$120
Corporate/Project Accountant	\$100



SCHEDULE OF REIMBURSABLE EXPENSES

Effective January 2019

Subject to Annual Revision in January 2020

1. Reproduction performed in office

<u>Size</u>	<u>Black & White</u>	<u>Color</u>
8½ x 11 (single-sided)	\$0.05/page	\$.50/page
8½ x 11 (double-sided)	\$0.15/page	\$ 1.00/page
8½ x 14	\$0.15/page	\$.75/page
11 x 17	\$0.20/page	\$ 1.00/page
<u>Large Document Prints/Plots</u>	<u>Black & White</u>	<u>Color</u>
Bond	\$0.20/sq ft	\$ 1.00/sq ft
Photographic Bond	\$4.00/sq ft	\$ 5.00/sq ft
Mylar (4 mil)	\$2.00/sq ft	N/A

Aerial Backgrounds

All sizes \$5.00/sheet (plus above sq. ft. cost)

2. Transportation (mileage): Standard IRS mileage rate in effect
3. Subcontracts and all other outside expenses and fees: Cost, plus 10% service charge
4. Surveying Expenses
 - a. Crew Rates: Includes time charged portal to portal and the first 120 miles of transportation and standard survey equipment
 - b. Special Rental Equipment: Cost, plus 10%
 - c. Stakes: Cost, plus 10% service charge when an excessive number of wooden stakes or any special stakes are required
 - d. Iron Rods and Pipes: Cost, plus 10%
 - e. All-Terrain Vehicle (ATV): \$150/day
 - f. Overnight Stays: \$190/night
 - g. Overtime Rates: Jobs requiring work on weekends or holidays billed at 1.5 times the standard rate
 - h. Sales Tax: To be paid on boundary-related services.
 - i. Deliveries, abstracting services, outside reproduction costs, and other reimbursable expenses charged at cost, plus 10%

	Principal	Const. Man	Inspector	Elec PE
Rate	\$ 225	\$ 195	\$ 110	\$ 200
Constructability Review				
Review & Comment	3	7		6
	3	7	0	6
	\$ 675	\$ 1,365	\$ -	\$ 1,200
East Service Center				
Elect Const.(2 Wks)	2	12	50	6
Elect Submittals(7)	7	7		14
Elect Pay App(1)		2	2	1
Permit Coordination	3	3		3
Building Const(16 Wks)	20	97	377	
Building Submittals(35)	35	70		
Building Pay Apps(5)	2	5	10	
	69	196	439	24
	\$ 15,525	\$ 38,220	\$ 48,290	\$ 4,800
West Service Center				
Elect Const.	6	10	30	6
Elect Submittals(5)	5	5		10
Elect Pay App(1)	1	2	2	2
	12	17	32	18
	\$ 2,700	\$ 3,315	\$ 3,520	\$ 3,600

Admin

\$	105		
	<u>3</u>	\$	3,555
	3		
\$	315	\$	3,555
		\$	9,490
		\$	5,740
	2	\$	1,020
		\$	1,860
		\$	64,885
		\$	21,525
	<u>10</u>	\$	3,575
	12		
\$	1,260	\$	108,095
		\$	7,800
		\$	4,100
	<u>4</u>	\$	1,655
	4		
\$	420	\$	13,555
Grand Total		\$	125,140

May 26, 2021

Bryan W. Roberts

Jones & Carter

6330 West Loop South, Suite 150

Bellaire, Texas 77401

RE: Brazoria County Engineering Dept. West Columbia service center

Subject: Windstorm Inspection Fee

Dear Mr. Roberts:

I am pleased to present the fee proposal to contract for the structural engineering services related to the windstorm inspection for new construction of Brazoria County Engineering Dept. West Columbia service center (Equipment Storage and Tire & Welding Buildings) in Brazoria County. The purpose for the inspection is to establish that the project is eligible for windstorm & hail insurance through Texas Department of Insurance (TDI) and Texas Windstorm Insurance Association. This fee represents the level of effort necessary and consistent with the responsibilities requirement by TDI. The building have meet Inland II wind load per International Building Code (IBC) 2018 edition requirement.

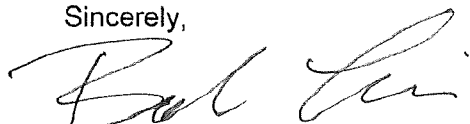
My structural fee for the windstorm inspection is **\$7,400.00**. It will include verify structural drawings for compliance with building & TDI codes, eight (8) trips to the project site, travel expenses, inspection reports and all the required paper work (WPI-1 & WPI-2) for TDI. Additional trip may require completing the Inspection work; cancel trip without notice (24 hours) \$400 per trip, uncompleted work on final inspection (roof panel not properly anchor to roof framing, etc.) which may require addition field visit (request), \$800 per trip. I will coordinate my inspection trip with your office & GC's superintendent for construction schedule.

The inspection work will be provided during the following phases of construction, with the inspection reports and final application for certificate of compliance, as followed:

- 1.) Review construction documents, pre-engineered building manufacture drawings (Equipment Storage and Tire & Welding Buildings), observation reports by Edwards Associates and John Lamb associates (Engineer of Record), and field visit for foundation works (Spread footing, grade beams & slab-on-grade); submit application for certification of compliance to TDI and initial field observation for foundation stage on 1 of 2 buildings.
- 2.) One (1) trip for foundation stage - 1 trip for either Equipment Storage or Tire & Welding Buildings with foundation works (Spread footing, grade beams & slab-on-grade).
- 3.) Three (3) trips for structural framing Stage - 2 trips for Equipment Storage building and 1 for Tire & Welding building for pre-engineered steel frame & Light gage framing (Z-purlin).
- 4.) Two (2) trips for roof Stage - 1 for Equipment Storage building and 1 for Tire & Welding Building with Structural framing completed and metal roof panel.
- 5.) Final inspection when both buildings completed for all door & window frame, exterior metal panel and all metal roof panels.

I appreciate the opportunity and am honored to present this information for your approval. As always, should you have any questions please feel free to call (713-829-1266) or email me @ www.blrabbitt13@gmail.com.

Sincerely,



Bob Y. Liu, PE

Windstorm Inspector

EXHIBIT "B"
INSURANCE REQUIREMENTS

1. Workers Compensation in accordance with the laws of the State of Texas. Substitutes to genuine Workers' Compensation Insurance will not be allowed.
2. Employers' Liability insurance with limits of not less than \$1,000,000 per injury by accident, \$1,000,000 per injury by disease, and \$1,000,000 per bodily injury by disease.
3. Commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policyholder.
4. Business Automobile Liability coverage applying to owned, non-owned and hired automobiles with limits not less than \$1,000,000 each occurrence combined single limit for Bodily Injury and Property Damage combined.
5. Professional Liability insurance with limits not less than \$1,000,000 each claim/annual aggregate.

EXHIBIT "C"
COMPLIANCE WITH LAWS

The Consultant agrees to abide by any and all applicable Federal and state laws. The following list of Federal laws is illustrative of the type of requirements generally applicable to transportation projects. It is not intended to be exhaustive. The Consultant shall require that its contractors and subcontractors comply with applicable laws:

- i. The Americans With Disabilities Act of 1990 and implementing regulations (42 U.S.C. §§ 12101 et seq.; 28 C.F.R. § 35; 29 C.F.R. § 1630);
- ii. Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. §§ 2000d et seq.) and United States Department of Transportation regulation, 49 C.F.R. Part 21;
- iii. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (42 U.S.C. §§ 4601 et seq.), with the understanding that the requirements of said Act are not applicable with respect to utility relocations except with respect to acquisitions by the Borrower of easements or other real property rights for the relocated facilities;
- iv. Equal employment opportunity requirements under Executive Order 11246 dated September 24, 1965 (30 F.R. 12319), any Executive Order amending such order, and implementing regulations (29 C.F.R. §§ 1625-27, 1630; 28 C.F.R. § 35; 41 C.F.R. § 60; and 49 C.F.R. § 27);
- v. Restrictions governing the use of Federal appropriated funds for lobbying (31 U.S.C. § 1352; 49 C.F.R. § 20);
- vi. The Clean Air Act, as amended (42 U.S.C. §§ 1857 et seq., as amended by Pub. L. 91-604);
- vii. The National Environmental Policy Act of 1969 (42 U.S.C. §§ 4321 et seq.);
- viii. The Federal Water Pollution Control Act, as amended (33 U.S.C. §§ 1251 et seq., as amended by Pub. L. 92-500);
- ix. The Endangered Species Act, 16 U.S.C. § 1531, et seq.
- x. 23 U.S.C. § 138 [49 U.S.C. § 303]
- xi. The health and safety requirements set forth in 23 C.F.R. § 635.108;
- xii. The prevailing wage requirements set forth in 42 U.S.C. § 276a, 23 U.S.C. § 113, as supplemented by 29 C.F.R. Part 5, 23 C.F.R. §§ 635.117(f), 635.118 and FHWA Form 1273 §§ IV and V for those contracts that involve construction of highway improvements;
- xiii. The Buy America requirements set forth in Section 165 of the Surface Transportation Assistance Act of 1982 and implementing regulations (23 C.F.R. § 635.410);
- xiv. The requirements of 23 U.S.C. §§ 101 et seq. and 23 C.F.R.; and

EXHIBIT C

- xv. The applicable requirements of 49 C.F.R. Part 26 relating to the Disadvantaged Business Enterprise program.

AGREED TO AND ACKNOWLEDGED THIS *[date]* Jul 4, 2021

Jones & Carter, Inc.

a Texas company

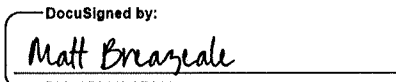
By: 
Name: Matt Breazale
Title: Vice President
Date: Jul 4, 2021

EXHIBIT "D"
CERTIFICATE OF INTERESTED PARTIES

Effective January 1, 2016, all contracts and contract amendments, extensions, or renewals executed by the Commissioners Court will require the completion of Form 1295 "Certificate of Interested Parties" pursuant to Government Code § 2252.908. Form 1295 must be completed by the Consultant and submitted with the partially executed Professional Services Agreement prior to final execution by Brazoria County. The Consultant shall update this document and resubmit it as needed for the duration of this contract.

The Texas Ethics Commission has posted a video which explains the process on how to submit Form 1295. The video link is available on the Brazoria County Purchasing website at <http://brazoriacountytexas.gov/departments/purchasing/doing-business>.

EXHIBIT "E"
CONFLICT OF INTEREST DISCLOSURE

Texas Local Government Code Chapter 176 requires that any vendor or person who enters or seeks to enter into a contract with a local governmental entity (including any agent of such person or vendor) disclose in the Questionnaire Form CIQ the vendor or person's employment, affiliation, business relationship, family relationship or provision of gifts that might cause a conflict of interest with a local governmental entity. By law, this questionnaire must be completed and filed with the records administrator of Brazoria County no later than the seventh business day after the date the person engages or communicates with Brazoria County or becomes aware of facts that require the completion of the questionnaire pursuant to Texas Local Government Code Section 176.006.

A person commits an offense if the person knowingly violates Texas Local Government Code section 176.006. An offense under this section is a Class C misdemeanor.

A copy of House Bill 23 which amended the Texas Local Government Code Chapter 176 is available at: <http://www.capitol.state.tx.us/tlodocs/84R/billtext/html/HB00023F.HTM>.

Texas Local Government Code Chapter 176 can be found here:
<http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>.

By submitting a response to this request, the Consultant represents compliance with the requirements of Texas Local Government Code Chapter 176. If required, send completed forms to:

Brazoria County Courthouse
County Clerk's Office
111 E. Locust Street, Suite 200
Angleton, TX 77515

EXHIBIT "F"
CONTRACT AMENDMENTS

INSERT ALL AMENDMENTS TO THIS CONTRACT AS EXHIBIT F-1, F-2, ETC.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/4/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER USI Southwest 9811 Katy Freeway, Suite 500 Houston TX 77024	CONTACT NAME: Shelly Brandman/Callie Renaud		
	PHONE (A/C. No., Ext): 713-490-4600	FAX (A/C. No.):	
E-MAIL ADDRESS: shelly.brandman@usi.com			
INSURER(S) AFFORDING COVERAGE		NAIC #	
INSURED Jones & Carter, Inc. 6330 West Loop South, Suite 150 Bellaire TX 77401	INSURER A: Valley Forge Insurance Company		20508
	INSURER B: National Fire Insurance Co. of Hartford		20478
	INSURER C: Continental Insurance Company		35289
	INSURER D: American Casualty Company of Reading PA		20427
	INSURER E: Lexington Insurance Company		19437
INSURER F:			

COVERAGES

CERTIFICATE NUMBER: 1402152522

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.


INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			7011568206	11/1/2020	11/1/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			7011568223	11/1/2020	11/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			7011568187	11/1/2020	11/1/2021	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
D	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	7011568190	11/1/2020	11/1/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Professional Liability			31711133	11/1/2020	11/1/2021	\$5,000,000 \$10,000,000 Per Claim Annl Aggr.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Job Name: Brazoria County CEI OP101-2864-00
 Additional Named Insureds: Cotton Surveying Company; Jones and Carter Properties, LLC; LHC Partnership; Charlie Kalkomey Surveying, Inc.; Pledger Kalkomey, Inc.; Brown Engineering dba A Jones & Carter Company; Terra Firma, Inc.

The General Liability and Automobile Liability policies includes an automatic Additional Insured endorsement that provides Additional Insured status only when there is a written contract that requires such status, and only with regard to work performed on behalf of the named insured. See Attached...

CERTIFICATE HOLDER**CANCELLATION**

Brazoria County 451 N Velasco Angleton TX 77515-000	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

© 1988-2015 ACORD CORPORATION. All rights reserved.



ADDITIONAL REMARKS SCHEDULE

AGENCY USI Southwest		NAMED INSURED Jones & Carter, Inc. 6330 West Loop South, Suite 150 Bellaire TX 77401	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE**

The General Liability and Automobile Liability policies contain a special endorsement with "Primary and Noncontributory" wording.

All policies provide a Blanket Waiver of Subrogation when required by written contract.

All policies include an endorsement providing that 30 days notice of cancellation for reasons other than non-payment of premium and 10 days notice of cancellation for nonpayment of premium will be given to the Certificate Holder by the Insurance Carrier.

The Umbrella Liability policy follows form to the underlying General, Auto, and Employers Liability policies.

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

Certificate Number:
2021-784647

Date Filed:
07/29/2021

Date Acknowledged:
8/12/2021

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

Jones & Carter
Bellaire, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Brazoria County, Texas

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.

Brazoria CEI
Civil Engineering & Construction Phase Services OP101-2864-00

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Kennedy, Bryan	Plano, TX United States	X	
	Krahn, Kevin	Bellaire, TX United States	X	
	Synatschk, Tobin	Bellaire, TX United States	X	
	Crow, Conlin D.	Bellaire, TX United States	X	
	Cotton, Carlos	Bellaire, TX United States	X	
	Black, Clayton	Bellaire, TX United States	X	
	Aylward, Robert	Bellaire, TX United States	X	

5 Check only if there is NO Interested Party.


6 UNSWORN DECLARATION

My name is Renea McCurry, and my date of birth is 11/8/1966.

My address is 1575 Sawdust Rd., Suite 400, The Woodlands, TX, 77380, USA.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Montgomery County, State of Texas, on the 29th day of July, 20 21.
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)