

Estimate No. 14-5428 (Revised)
December 15, 2014

Johnson County Purchasing
1102 E. Kilpatrick St., Suite B
Cleburne, Texas 76031

Attn: Mr. Justin Scharnhorst

**ESTIMATE FOR:
GEOTECHNICAL ENGINEERING SERVICES
JOHNSON COUNTY JAIL ADDITIONS
CLEBURNE, TEXAS**

Dear Mr. Scharnhorst:

INTRODUCTION

CMJ Engineering, Inc. (CMJ) is pleased to submit a revised estimate for providing geotechnical engineering services in conjunction with the above-referenced project. We prepared this estimate based on a conversation with Mr. Kenneth Burns, AIA of Burns Architecture and on the preliminary scope submitted to this office. CMJ understands that we have been selected for this project based solely on our qualifications. Further, we understand that Johnson County is negotiating scope and fee exclusively with CMJ at this time.

The project site is located north of the existing county jail facility on E. Kilpatrick Street in Cleburne, Texas. The project, as currently planned, will consist of a single-story building with a footprint of approximately 65,000 square feet. Area paving and drives are also planned.

For purposes of this estimate, it is assumed that all borings are accessible to truck-mounted drilling equipment. In addition, it is assumed that no underground utilities exist at boring locations.

CMJ ENGINEERING, INC.

Johnson County Purchasing
Estimate No. 14-5428 (Revised)
December 15, 2014
Page 2

SCOPE OF SERVICES

I. BASIC SERVICES

A. SUBSURFACE EXPLORATION

Experienced drillers and technicians will evaluate subsurface conditions with a total of 9 sample borings. Six (6) borings are associated with the proposed structure and will be extended 5 feet into unweathered gray limestone to an estimated boring depth of 25 to 30 feet. The remaining 3 borings are associated with area paving and will be extended to a depth of 5 feet below existing grades.

The field personnel will drill the borings using truck-mounted equipment. Cohesive and non-cohesive soil samples will be obtained using 3-inch diameter Shelby tube samplers and 2-inch diameter standard split-spoon samplers, respectively. In addition, rock encountered will be evaluated by use of Texas Department of Transportation (TxDOT) cone penetration tests. A soils logger will extrude the samples in the field, check the samples for consistency with a hand penetrometer, carefully wrap them to preserve their condition, and return them to the laboratory for testing. A log of each boring will be prepared to document field activities and results.

CMJ's personnel will stake the boring locations using normal taping procedures. Approximate locations of the borings will be shown on the plan of borings. Precise surveying of boring locations and elevations is not included in the cost estimate. These services may be provided as Additional Services upon request. At the completion of drilling operations, boreholes will be backfilled with drill cuttings and plugged at the surface by hand tamping.

B. LABORATORY SERVICES

Considering the planned facilities, anticipated soil conditions and geology, laboratory tests will be required for classification purposes, and to determine strength characteristics. The following types of tests are therefore recommended:

- moisture content and soil identification
- liquid and plastic limit determinations
- unconfined compression tests on soil
- unit weight determinations
- absorption pressure and/or one-point pressure swell tests

The specific types and quantities of tests will be determined based on geologic conditions encountered in the borings.

CMJ ENGINEERING, INC.

Johnson County Purchasing
Estimate No. 14-5428 (Revised)
December 15, 2014
Page 3

C. ENGINEERING SERVICES

An engineering report will be prepared to present the results of the field and laboratory data together with our analyses of the results and recommendations. We will provide 2 copies of the report and an electronic copy. The report will address:

- general soil and ground-water conditions
- recommendations for foundation type, depth and allowable loading
- minimum penetration of piers to resist uplift (if required)
- foundation construction requirements
- recommendations for floor slab support, including an evaluation of the swell characteristics of the subgrade soils
- earthwork recommendations
- guidelines for pavement design

Items other than those specified above, which are revealed by these studies or are necessitated by a change in project scope, may require revised field, laboratory, and engineering services. These services, if required and requested, will be performed as Additional Services. Additional Services are described in Section II.

D. COMPENSATION FOR BASIC SERVICES

It is proposed that the Basic Services described above be performed on a unit price basis, in accordance with the attached Basic Services Cost Estimate. Based on the anticipated scope and the attached Basic Services Cost Estimate, the total cost of the Basic Services should be on the order of \$5,300. This cost for Basic Services will not be exceeded without prior authorization.

The estimated costs shown in this proposal are based on the anticipated soil conditions. The final invoice will be based on the specific quantities drilled and tested. If unanticipated conditions are encountered during drilling, we will notify you accordingly.

E. SCHEDULE FOR BASIC SERVICES

Weather permitting, we plan to initiate these studies within 5 days of receipt of notice to proceed, and anticipate that 1 working day will be required to complete the subsurface exploration for the site (weather conditions permitting). You will receive the final report approximately 2 weeks following the completion of the field phase. We will make preliminary design data available sooner if necessary.

CMJ ENGINEERING, INC.

Johnson County Purchasing
Estimate No. 14-5428 (Revised)
December 15, 2014
Page 4

II. ADDITIONAL SERVICES

A. AUTHORIZATION AND SCOPE

Additional Services will be performed only if specifically requested and authorized by Client. Additional Services may consist of the following:

- Additional subsurface exploration, including quantities or items other than described in Basic Services.
- Bulldozer or other equipment services required to achieve access to boring locations.
- Stand-by time or time in excess of one-half hour required for travel between boring locations.
- Additional laboratory services, including quantities or items other than described in Basic Services.
- Additional insurance coverage or limits (if available) other than CMJ's standard policies.
- Additional engineering services, including personnel time and expenses for items not specifically described in Basic Services. This may include, but is not limited to, additional meetings requested by Client or Client's other consultants, assistance to Client in dealing with regulatory agencies, preparation and engineering assistance in legal proceedings, and evaluation of alternative designs for the project or relocation of structure, following initial submittal of the geotechnical report.
- Additional copies of the report, other than the number described in Basic Services.
- Any other required or requested services authorized by Client, other than those specifically described in Basic Services.

B. COMPENSATION AND SCHEDULE FOR ADDITIONAL SERVICES

Additional Services, when authorized by Client, will be in accordance with our Schedule of Fees. Additional Services will be performed at reasonable times and within reasonable schedules as requested by Client. Authorized Additional Services will be billed as a separate item on invoices and a description of the Additional Services will be provided.

III. TERMS AND CONDITIONS

The scope of services will be performed pursuant to the attached CMJ Terms for Geotechnical Engineering Services, which is incorporated into this estimate.

Thank you for the opportunity to present this estimate. Please sign the attached Terms for Geotechnical Engineering Services and return one complete copy of this estimate as your

CMJ ENGINEERING, INC.

Johnson County Purchasing
Estimate No. 14-5428 (Revised)
December 15, 2014
Page 5

authorization to proceed. Facsimile signatures shall be sufficient unless originals are requested by a third party. Do not hesitate to call if you have any questions or if you have suggestions regarding changes to the agreement or to the proposed scope of services.

The Johnson County Contract Terms Addendum to CMJ Engineering, Inc.'s terms for Geotechnical Engineering Services Agreement for services related to the Johnson County Jail Expansion and Renovation Project 2014-2015 is attached hereto and incorporated herein for all purposes.

* * * *

We look forward to working with Johnson County and its design consultants on this project.

Respectfully submitted,
CMJ ENGINEERING, INC.



Matthew W. Kammerdiener, E.I.T.
Staff Engineer

copies submitted: (2) Mr. Justin Scharnhorst; Johnson County Purchasing (by email & mail)

CMJ ENGINEERING, INC.
 GEOTECHNICAL ENGINEERING SERVICES
 BASIC SERVICES COST ESTIMATE

PROPOSAL: 14-5428 (Revised)
 DATE: December 15, 2014
 PROJECT: Johnson County Jail Additions
 Cleburne, Texas

<u>SUBSURFACE EXPLORATION</u>	Quant.	Unit \$	Total \$
Mobilization	1	400.00	400.00
Soil Drilling-Intermittent Sampling (0-25 ft.)	155	12.50	1,937.50
Soil Drilling-Intermittent Sampling (25-50 ft.)	30	13.50	405.00
THD Cone and SPT	6	20.00	120.00
Underground Utility Check	1	150.00	150.00
 Subtotal Subsurface Services			 \$ 3,012.50
 <u>LABORATORY SERVICES</u>			
Moisture Content and Soil Identification	34	6.50	221.00
Liquid and Plastic Limits	6	50.00	300.00
Unconfined Compressive Strength-Soil	4	42.00	168.00
Unit Weight	7	11.00	77.00
Free Swell	3	70.00	210.00
 Subtotal Laboratory Services			 \$ 976.00
 <u>ENGINEERING SERVICES</u>			
Senior Principal Engineer	2	124.00	248.00
Staff Engineer	10	84.00	840.00
Drafting & Secretarial Support	3	40.00	120.00
Misc. Expense (report production, mileage, etc.)	1	100.00	100.00
 Subtotal Engineering Services			 \$ 1,308.00
 TOTAL ESTIMATE			 \$ 5,296.50

TERMS FOR GEOTECHNICAL ENGINEERING SERVICES

THE AGREEMENT

This AGREEMENT is made by and between CMJ ENGINEERING, INC., hereinafter referred to as GEOTECHNICAL ENGINEER, and JOHNSON COUNTY, hereinafter referred to as CLIENT.

The AGREEMENT between the parties consists of these TERMS, the attached estimate identified as Estimate No. 14-5428 (Revised), dated December 15, 2014 and any exhibits or attachments noted in the ESTIMATE. Together, these elements will constitute the entire AGREEMENT superseding any and all prior negotiations, correspondence, or agreements either written or oral. Any changes to this AGREEMENT must be mutually agreed to in writing.

STANDARD OF CARE

CLIENT recognizes that subsurface conditions may vary from those observed at locations where borings, surveys, or explorations are made, and that site conditions may change with time. Data, interpretations, and recommendations by GEOTECHNICAL ENGINEER will be based solely on information available to GEOTECHNICAL ENGINEER. GEOTECHNICAL ENGINEER is responsible for those data, interpretations, and recommendations, but will not be responsible for other parties' interpretations or use of the information developed.

Services performed by GEOTECHNICAL ENGINEER under this AGREEMENT are expected by CLIENT to be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the geotechnical engineering profession practicing contemporaneously under similar conditions in the locality of the project. Under no circumstance is any warranty, expressed or implied, made in connection with the providing of geotechnical engineering services.

SITE ACCESS AND SITE CONDITIONS

CLIENT will grant or obtain free access to the site for all equipment and personnel necessary for GEOTECHNICAL ENGINEER to perform the work set forth in this AGREEMENT. CLIENT will notify any and all possessors of the project site that CLIENT has granted GEOTECHNICAL ENGINEER free access to the site. GEOTECHNICAL ENGINEER will take reasonable precautions to minimize damage to the site, but it is understood by CLIENT that, in the normal course of work, some damage may occur and the correction of such damage is not part of this AGREEMENT unless so specified in the ESTIMATE.

CLIENT is responsible for accurately delineating the locations of all subterranean structures and utilities. GEOTECHNICAL ENGINEER will take reasonable precautions to avoid known subterranean structures, and CLIENT waives any claim against GEOTECHNICAL ENGINEER arising from damage done to subterranean structures and utilities not identified or accurately located.

SAMPLE DISPOSAL

GEOTECHNICAL ENGINEER will retain samples transported to the geotechnical laboratory for testing for a period of thirty (30) days following submission of the report covering those samples. Further storage or transfer of samples can be made at CLIENT'S expense upon CLIENT'S prior written request.

MONITORING

If GEOTECHNICAL ENGINEER is retained by CLIENT to provide a site representative for the purpose of monitoring specific portions of construction work or other field activities as set forth in the ESTIMATE, then this phrase applies. For the specified assignment, GEOTECHNICAL ENGINEER will report observations and professional opinions to CLIENT. No action of GEOTECHNICAL ENGINEER or GEOTECHNICAL ENGINEER'S site representative can be construed as altering any AGREEMENT between CLIENT and others. GEOTECHNICAL ENGINEER will report to CLIENT any observed geotechnically-related work which, in GEOTECHNICAL ENGINEER'S professional opinion, does not conform with plans and specifications. The GEOTECHNICAL ENGINEER has no right to reject or stop work of any agent of the CLIENT. Such rights are reserved solely for CLIENT. Furthermore, GEOTECHNICAL ENGINEER'S presence on site does not in any way guarantee the completion or quality of the performance of the work of any party retained by CLIENT to provide field or construction-related services.

GEOTECHNICAL ENGINEER will not be responsible for and will not have control or charge of specific means, methods, techniques, sequences or procedures of construction or other field activities selected by any agent or agreement or CLIENT, or safety precautions and programs incident thereto.

BILLING AND PAYMENT

CLIENT will pay GEOTECHNICAL ENGINEER in accordance with the procedures indicated in the ESTIMATE and its attachments. Invoices will be submitted to CLIENT by GEOTECHNICAL ENGINEER, and will be due and payable upon presentation. If CLIENT objects to all or any portion of any invoice, CLIENT will so notify GEOTECHNICAL ENGINEER in writing within fourteen (14) calendar days of the invoice date, identify the cause of disagreement, and pay when due that portion of the invoice not in dispute. In the absence of written notification described above, the amount as stated on the invoice will be paid.

Invoices are delinquent if payment has not been received within thirty (30) days from date of invoice. At the option of the GEOTECHNICAL ENGINEER, CLIENT will pay an additional charge of one-and-one-half (1.5) percent per month (or the maximum percentage allowed by law, whichever is lower) on any delinquent amount, except for any portion of the invoiced amount in dispute and resolved in favor of CLIENT. Disputed amounts withheld by the client which are subsequently resolved in favor of the geotechnical engineer will carry the additional charge, as described above, effective thirty (30) days from the date of the original invoice. In the event CLIENT fails to pay GEOTECHNICAL ENGINEER within sixty (60) days after invoices are rendered, CLIENT

agrees that GEOTECHNICAL ENGINEER will have the right to consider the failure to pay the GEOTECHNICAL ENGINEER's invoice as a breach of this AGREEMENT.

TERMINATION

This AGREEMENT may be terminated by either party seven (7) days after written notice in the event of any breach of any provision of this AGREEMENT or in the event of substantial failure of performance by the other party, or if CLIENT suspends the work for more than three (3) months. In the event of termination, GEOTECHNICAL ENGINEER will be paid for services performed prior to the date of termination plus reasonable termination expenses, including, but not limited to the cost of completing analyses, records, and reports necessary to document job status at the time of termination.

RISK ALLOCATION

In recognition of the relative risks and benefits of the Project to both the CLIENT and the GEOTECHNICAL ENGINEER, the risks have been allocated such that the CLIENT agrees, to the fullest extent of the law, and notwithstanding any other provisions of this Agreement or the existence of applicable insurance coverage, that the total liability, in the aggregate, of the GEOTECHNICAL ENGINEER and the GEOTECHNICAL ENGINEER'S officers, directors, employees, agents, and subconsultants to the CLIENT or to anyone claiming by, through or under the CLIENT, for any and all claims, losses, costs or damages whatsoever arising out of, resulting from or in any way related to the services under this Agreement from any cause or causes, including but not limited to, the negligence, professional errors or omissions, strict liability or breach of contract or any warranty, express or implied, of the GEOTECHNICAL ENGINEER, or the GEOTECHNICAL ENGINEER'S officers, directors, employees, agents, and subconsultants, shall not exceed twice the total compensation received by the GEOTECHNICAL ENGINEER under this Agreement or \$50,000, whichever is greater. Higher limits of liability may be negotiated for additional fee. Under no circumstances shall the GEOTECHNICAL ENGINEER be liable for lost profits or consequential damages, for extra costs or other consequences due to changed conditions, or for costs related to the failure of contractors to perform work in accordance with the plans and specifications. This Section is intended solely to limit the remedies available to the CLIENT, and nothing in this Section shall require the CLIENT to indemnify the GEOTECHNICAL ENGINEER.

DISCOVERY OF UNANTICIPATED HAZARDOUS MATERIALS

CLIENT represents that CLIENT has made a reasonable effort to evaluate if hazardous materials are on or near the project site, and that CLIENT has informed GEOTECHNICAL ENGINEER of CLIENT's findings relative to the possible presence of such materials.

Hazardous materials may exist at a site where there is no reason to believe they could or should be present. GEOTECHNICAL ENGINEER and CLIENT agree that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work or termination of services. GEOTECHNICAL ENGINEER and CLIENT also agree that the discovery of unanticipated hazardous materials may make it necessary for GEOTECHNICAL ENGINEER to take immediate measures to protect health and safety. CLIENT agrees to compensate GEOTECHNICAL ENGINEER for any equipment decontamination or other costs incident to the discovery of unanticipated hazardous materials.

GEOTECHNICAL ENGINEER agrees to notify CLIENT when unanticipated hazardous materials or suspected hazardous materials are encountered. CLIENT agrees to make any disclosures required by law to the appropriate governing agencies. CLIENT also agrees to hold GEOTECHNICAL ENGINEER harmless for any and all consequences of disclosures made by GEOTECHNICAL ENGINEER which are required by governing law. In the event the project site is not owned by CLIENT, CLIENT recognizes that it is CLIENT'S responsibility to inform the property owner of the discovery of unanticipated hazardous materials or suspected hazardous materials.

Notwithstanding any other provision of the AGREEMENT, CLIENT waives any claim against GEOTECHNICAL ENGINEER arising from GEOTECHNICAL ENGINEER'S discovery of unanticipated hazardous materials or suspected hazardous materials, including, but not limited to, any costs created by delay of the project and any cost associated with possible reduction of the property's value.

CLIENT will be responsible for ultimate disposal of any samples secured by GEOTECHNICAL ENGINEER which are found to be contaminated. This includes any soil or rock cuttings, and contaminated drilling or wash water which is generated as a consequence of drilling activities.

DISPUTES RESOLUTION

All claims, disputes, and other matters in controversy between GEOTECHNICAL ENGINEER and CLIENT arising out of or in any way related to this AGREEMENT will be submitted to "alternative dispute resolution" (ADR) before and as a condition precedent to other remedies provided by law. If and to the extent CLIENT and GEOTECHNICAL ENGINEER have agreed on methods for resolving such disputes, then such methods will be set forth in the "Alternative Dispute Resolution Agreement" which, if attached, is incorporated into and made a part of this AGREEMENT. If no specific ADR procedures is set forth in this AGREEMENT, then it shall be understood that the parties shall submit disputes to mediation as a condition precedent to litigation.

If a dispute at law arises from matters related to the services provided under this AGREEMENT and that dispute requires litigation instead of ADR as provided above, then:

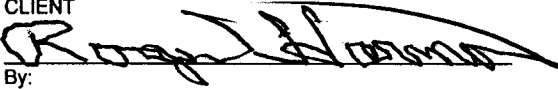
- (1) the claim will be brought and tried in judicial jurisdiction of the court of the county where GEOTECHNICAL ENGINEER'S principal place of business is located and CLIENT waives the right to remove the action to any other county or judicial jurisdiction, and
- (2) the prevailing party will be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorneys' fees, and other claim related expenses.

GOVERNING LAW AND SURVIVAL

The law of the State of Texas will govern the validity of these TERMS, their interpretation and performance.

If any of the provisions contained in this AGREEMENT are held illegal, invalid, or unenforceable, the enforceability of the remaining provisions will not be impaired. Limitations of liability and indemnities will survive termination of this AGREEMENT for any cause.

The parties have read the foregoing, understand completely the terms, and willingly enter into this AGREEMENT which will become effective on the date signed below by CLIENT.

Johnson County
CLIENT
By: 

County Judge
Position

12/22/14
Date

CMJ ENGINEERING, INC.
By: 
By: Garrett E. Williams, P.E.

President
Position

December 15, 2014
Date

**JOHNSON COUNTY CONTRACT TERMS ADDENDUM
TO CMJ ENGINEERING, INC'S. TERMS FOR GEOTECHNICAL
ENGINEERING SERVICES AGREEMENT
FOR
SERVICES RELATED TO THE JOHNSON COUNTY JAIL EXPANSION
AND RENOVATION PROJECT
2014 - 2015**

This Addendum is part of an Agreement between **Johnson County, Texas**, a political subdivision of the State of Texas, (hereinafter referred to as "**County**"), and CMJ Engineering, Inc. (CMJ). The County and CMJ may be collectively referred to as the "**PARTIES**". This is an Addendum to the **Terms for Geotechnical Services Agreement** between the Parties for the provision of geotechnical engineering services. The attached documents along with this Addendum shall constitute the entire and complete Agreement between the Parties.

1. This Agreement will be governed by and construed according to the laws of the State of Texas. Venue for any action or claim arising out of the Agreement must be in the state district courts in Johnson County, Texas or the federal district courts in Dallas County, Texas. Any provision stating that County agrees to waive any right to trial by jury is hereby deleted.
2. Limitations for the right to bring an action, regardless of form, shall be governed by the laws of the State of Texas, Texas Civil Practice and Remedies Code §16.070, as amended, and any provision to the contrary is hereby deleted.
3. Under Texas law, a contract with a governmental entity that contains a claim against future revenues is void; therefore, any term which provides for such a claim is hereby deleted. Johnson County will, upon request of a party to the contract, certify the funds available to fulfill the terms of this Agreement.
4. The Parties agree that under the Constitution and laws of the State of Texas, Johnson County cannot enter into an agreement whereby Johnson County agrees to indemnify or hold harmless any other party; therefore, all references of any kind to Johnson County indemnifying and holding harmless any individuals or entities for any reason whatsoever are hereby deleted.
5. The Parties agree and understand that County is a political subdivision of the State of Texas, and therefore has certain governmental immunity, sovereign immunity and limitations on liability, and that County's general liability and vehicle insurance coverage is with the Texas Association of Counties Risk Pool and said insurance coverage is limited to the statutory maximum limits of the Texas Tort Claims Act; therefore, any provisions to the contrary are hereby deleted. The Parties

agree and understand that County does not waive any of its common law, statutory or constitutional defenses to which it may be entitled.

6. The Parties agree and understand that County will not agree to waive any rights and remedies available to County under the Uniform Commercial Code ("UCC") as codified and set forth in the Texas Business and Commerce Code effective as of September 1, 2014; therefore, any provision to the contrary is hereby deleted.

7. The Parties agree and understand that County will not agree to be responsible for any sales tax, use tax, or any other taxes, fees, fines or penalties that may be imposed, levied or assessed by any federal, state or local government or agency which relates to the Agreement, the equipment or its use; therefore, any provision to the contrary is hereby deleted.

8. The Parties agree and understand that County will provide statutory workers compensation for its employees; however, County does not agree to include a waiver of subrogation, and therefore any provisions to the contrary are hereby deleted.

9. Pursuant to Texas Government Code Section 2251.021 and this Agreement, a payment by a governmental entity under a contract is overdue on the 31st day after the later of:

- a. the date the governmental entity receives the goods under the contract;
- b. the date the performance of the service under the contract is completed; or
- c. the date the governmental entity receives an invoice for the goods or service.

Pursuant to Texas Government Code Section 2251.021 and this Agreement, a payment begins to accrue interest on the date the payment becomes overdue. The rate of interest that accrues on an overdue payment is the rate in effect on September 1 of the fiscal year in which the payment becomes overdue. The rate in effect on September 1 is equal to the sum of: (1) one percent; and (2) the prime rate as published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday. Interest on an overdue payment stops accruing on the date the governmental entity or vendor mailed or electronically transmits the payment. Therefore, all provisions to the contrary are hereby deleted.

10. No officer, member or employee of County, and no member of its governing body and no other public officials of the governing body of the locality or localities in which the project is situated or being carried out who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this project shall participate in any decision relating to this Agreement which affects his/her personal interest, have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

11. To the extent, if any, that any provision in this Agreement is in conflict with Texas Government Code §552.001 *et seq.*, as amended (the "Public Information Act"), the same shall be of no force and effect. Furthermore, it is expressly understood and agreed that Johnson County, its officers and employees may request advice, decisions and opinions of the Attorney General of the

State of Texas in regard to the application of the Public Information Act to any software, or any part thereof, or other items or data furnished to Johnson County whether or not the same are available to the public. It is further understood that Johnson County, its officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that Johnson County, its officers and employees shall have no liability or obligations to CMJ for the disclosure to the public, or to any person or persons, of any software, or a part thereof, or other items or data furnished to Johnson County by CMJ in reliance on any advice, decision or opinion of the Attorney General of the State of Texas.

12. Services and products provided under the Agreement shall be provided in accordance with all applicable state and federal laws.

13. Under the Constitution and laws of the State of Texas, public property is exempt from forced sales and liens may not attach thereto.

14. It is understood and agreed that Johnson County will not be subject to arbitration; therefore, any paragraph or provision requiring arbitration, is hereby deleted.

15. Johnson County shall be responsible for the acts or failure to act of its employees, agents or servants, provided; however, its responsibility shall be subject to the terms, provisions and limitations of the Constitution and laws of the State of Texas, particularly the Texas Tort Claims Act.

16. The continuation of this Agreement from year to year is subject to current funds available for the Agreement, the allocation of funds to meet the terms of this Agreement, and subject to the approval of the Johnson County Commissioners Court. However, this Agreement need not be specifically identified in the annual budget or budget process. Utilization of the equipment or services provided by CMJ pursuant to the terms of this Agreement by County will constitute the County's action and intent to continue this Agreement barring a specific written notice to the contrary.

17. The Service Provider certifies compliance with all terms, provisions, and requirements of Titles VI and VII, civil Rights Act of 1964, the Americans with Disabilities Act of 1990, and any other Federal, State, local or other anti-discriminatory act, law, statute, or regulation, in the performance of this contract, and will not discriminate against any child or youth, client, employee or applicant for employment because of race, creed, religion, age, sex, color, national or ethnic origin, handicap, or any other illegal discriminatory basis or criteria.


18. The Service Provider certifies that pursuant to Section 231.006 of the Texas Family Code that the individual or business entity named in this contract is not ineligible to receive the specified payment(s) and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate. The Service Provider states that it is not ineligible to receive State or Federal funds due to child support arrearages.

19. Notwithstanding any other provision in this Addendum or the associated documents, Contractor is being contracted to provide geotechnical engineering services and information and make such information available for use by Johnson County. Accumulated data, and records are and shall be the exclusive property of Johnson County, Texas or the State of Texas or a political subdivision thereof.

20. The parties agree and understand that this Addendum is to clarify, limit, modify or delete terms and provisions of the Agreement and in the event of any conflict between the terms and provisions of this Addendum and the terms and provisions of those contractual provisions tendered to Johnson County in the Agreement or other documents, this Addendum shall control and amend the contractual provisions of the Agreement and any provision to the contrary is hereby deleted.

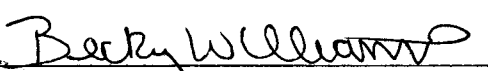
APPROVED AS TO FORM AND CONTENT:

JOHNSON COUNTY:


Roger Harmon
County Judge


12/22/14
Date

Attest:


Becky Williams
County Clerk, Johnson County

12/22/14
Date

CMJ ENGINEERING, INC:


Paul Williams, President
CMJ Engineering, Inc.

12/15/14
Date