AGENDA ITEM
A 9

AGENDA PLACEMENT FORM

(Submission Deadline – Monday, 5:00 PM before Regular Court Meetings)

Date: June 8, 2026

Meeting Date: June 22, 2026

Submitted By: Julie Edmiston

Department: Development Services

Signature of Elected Official/Department Head:

Jennifer VanderLaan

Court Decision:
This section to be completed by County Judge's Office



6.22.2026

Description:

Consideration and Approval of Construction Bond from Thomas Brett Chenevert & Grant Hanby, for the Sum of $875,783.87. Secured by Merchants National Bonding, for the Construction of Roads, Streets, Drainage, and Signage for Sunrise Ridge, in Precinct 1.

(May attach additional sheets if necessary)

Person to Present: Jennifer VanderLaan

(Presenter must be present for the item unless the item is on the Consent Agenda)

Supporting Documentation: (check one) ☑ PUBLIC ☐ CONFIDENTIAL

(PUBLIC documentation may be made available to the public prior to the Meeting)

Estimated Length of Presentation: 5 minutes

Session Requested: (check one)

☑ Action Item ☐ Consent ☐ Workshop ☐ Executive ☐ Other _____

Check All Departments That Have Been Notified:

☑ County Attorney ☐ IT ☐ Purchasing ☐ Auditor

☐ Personnel ☑ Development Services ☐ Facilities Management

Other Department/Official (list) _____

Please List All External Persons Who Need a Copy of Signed Documents In Your Submission Email

Approved in CC on 9/11/2023

Bond Number: [redacted]

CONSTRUCTION BOND

STATE OF TEXAS §
COUNTY OF JOHNSON §

KNOW ALL MEN BY THESE PRESENTS:

THAT we, **Thomas Brett Chenevert & Grant Hanby** of **Fayetteville, AR**, as Principal, and **Merchants National Bonding, Inc.**, as Surety, whose address is **P.O. Box 14498, Des Moines, IA 50306 - 3498,** are held and firmly bound unto the **County of Johnson**, State of Texas (Johnson County), as Obligee, through its **County Judge Christopher Boedeker**, or his successor in office, in the sum of **Eight hundred seventy five thousand seven hundred eighty three and 87/100 Dollars ($875,783.87),** for the payment of which well and truly be made, we bind ourselves, and each of us, our heirs executors, administrators, successors and assigns, jointly and severally, by these presents.

WHEREAS, the said Principal desires to sub-divide and plat a certain tract of land located outside the limits of an incorporated city or town in Johnson County, Texas, said subdivision to be known as **Sunrise Ridge**, more fully described as **Sunrise Ridge – (Lots 1-23, Block 1, Lots 1-14, Block 2, and Lot 1X, Block X)**

WHEREAS, the said Principal is required by **Section V, Financial Security,** of the ***Subdivision Rules and Regulations of Johnson County, Texas Amended and Approved November 14, 2011 and as Further Amended Through March 24, 2025 and by*** **Section 232.004 of** ***the Texas Local Government Code*** to file a bond with the Johnson County Commissioners Court in the amount of 100% of the estimated construction cost of constructing the roads, streets, drainage and signage for the above described property in conformance with the ***Subdivision Rules and Regulations of Johnson County, Texas Amended and Approved November 14, 2011 and as Further Amended Through March 24, 2025 and in conformance with the*** plat for the **Sunrise Ridge** approved by the Johnson County Commissioners Court and filed in the Plat Records of Johnson County, Texas.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION ARE SUCH that the Principal, who owns the tract of land to be subdivided under the name of "**Sunrise Ridge**" must construct the roads, streets, drainage and signage for such subdivision in conformance with the specifications contained in the ***Subdivision Rules and Regulations of Johnson County, Texas Amended and Approved November 14, 2011 and as Further Amended Through March 24, 2025,*** *and in conformance with the* plat approved for said subdivision by the Johnson County Commissioners Court.

Principal, who owns the tract of land to be subdivided under the name of "**Sunrise Ridge**" must construct the roads, streets, drainage and signage for such subdivision by June 22, 2027. If such roads, streets, drainage and signage are not constructed by June 22, 2027, then upon delivery of written notification and reasonable evidence to Surety that such roads, streets, drainage and signage have not been constructed according to the conditions described above, then such proceeds of this bond as are reasonably necessary to construct or complete the construction of the roads, streets, drainage and signage as described in the plat filed in the Plat Records of Johnson County depicting "**Sunrise Ridge**" shall be payable to **County Judge Christopher Boedeker** or his successor in office, for Johnson County, Texas . Venue for all actions arising under, pursuant, or in relation to this bond shall be in the District Courts of Johnson County, Texas.

This **bond shall remain in full force and in effect until all the roads, streets, drainage and signage requirements in and for such subdivision have been constructed and completed** by the Principal and

approved by the Johnson County Development Services and the Commissioners Court, and until this Construction Bond has been released by a Court Order from the Johnson County Commissioners Court.

No right of action shall accrue on this bond to or for the future use of any person or corporation other than the Commissioners Court of Johnson County, Texas herein named or successors of said Commissioners Court.

IN WITNESS WHEREOF, the Principal and Surety have hereunto set their hands and seals this __1st____ day of ___June,___ _____2026.

PRINCIPAL
Thomas Brett Chenevert & Grant Hanby

By: **Thomas Brett Chenevert**

By: **Grant Hanby**

Address: 2888 W. Howard Nickell Road
Fayetteville, AR 72704

SURETY
Merchants National Bonding, Inc.

By: **Tracy Tucker**, Attorney in Fact

Address: 2821 W. 7th Street #500
Fort Worth, TX 76107

MERCHANTS
BONDING COMPANY™

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, and MERCHANTS NATIONAL INDEMNITY COMPANY , an assumed name of Merchants National Bonding, Inc., (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Andrew Patrick Clark; Bennett Brown; Douglass A Reed; Kevin J Dunn; Roberta Erb; Steven Tucker; Tracy Tucker; W Lawrence Brown

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the By-Laws adopted by the Board of Directors of the Companies.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship o obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 6th day of November , 2025 .

MERCHANTS BONDING COMPANY (INCORPORATED -o- 1933) (MUTUAL)
MERCHANTS NATIONAL BONDING, INC. (INCORPORATED -o- 2003)
MERCHANTS NATIONAL INDEMNITY COMPANY (CALIFORNIA)

MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
MERCHANTS NATIONAL INDEMNITY COMPANY

By Larry Taylor

STATE OF IOWA
COUNTY OF DALLAS ss.
On this 6th day of November 2025 , before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL), MERCHANTS NATIONAL BONDING, INC., and MERCHANTS NATIONAL INDEMNITY COMPANY; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

NOTARIAL SEAL IOWA
Penni Miller
Commission Number 787952
My Commission Expires
January 20, 2027

Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, Elisabeth Sandersfeld, Secretary of MERCHANTS BONDING COMPANY (MUTUAL), MERCHANTS NATIONAL BONDING, INC., and MERCHANTS NATIONAL INDEMNITY COMPANY do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 1st day of June , 2026 .

MERCHANTS BONDING COMPANY (INCORPORATED -o- 1933) (MUTUAL)
MERCHANTS NATIONAL BONDING, INC. (INCORPORATED -o- 2003)
MERCHANTS NATIONAL INDEMNITY COMPANY (CALIFORNIA)

Secretary

Sunrise Ridge Proposal

Contact
Reggie Rossi
(817) 975-7561
reggie@eliteasphalt.net

Proposal Date 5/11/2026
Project ID 26-0127
Job Site 3401 County Road 1123
Godley, TX 76044

Submitted to
BC&GH Holdings, LLC
Alec Cuilla
(817) 718-3787
alec.cuilla@sunriseccconstruction.com

Services

Sunrise Ridge Estimate		
Chip Seal Installation 1. Sweep road. 2. Apply (AEP) Asphalt Emulsion Prime Coat 3. Apply a 2 course Chip Seal using CRS-2 at a residual rate of 0.40 GAL/SY and Grade 4 Limestone Aggregate at a rate of 54 LBS/SY for each course. 4. We will roll and set stone aggregate into the asphalt oil.	159,691 sf	$159,691.00
	Total:	**$159,691.00**

Additional Information

Contract Terms & Conditions

1. All overdue invoices will be charged a 2% late fee for every 30 days they are late. All invoices are due upon completion of work. Unless other terms have been negotiated.

Qualifications

Qualifications
1. Excludes bond, QA testing, engineering/layout, barricades/traffic control, clearing/grubbing, excavation/embankment, concrete work, sawcuts, removals/haul off, permits/inspection fees, utility adjustments/relocations, pavement markings/striping, erosion control, hydromulch/sodding/seeding, SW3P. signs, patching, proof rolling/correct soft spots, topsoil, cleaning/sweeping, detours, milling, string line, shadow vehicle w/ TMA, temporary rumble strips, Builders Risk and AGC dues.
2. If Payment & Performance Bonds are required, they may be added at a cost.
3. All prices are based on a mutually agreed upon construction schedule, and ample access to project site, without interference by others during construction.
4. Subgrade must be within one tenth of a foot (0.10') of desired elevation prior to mobilization and commencement of operations. If subgrade / base is prepared by others, it must be on bluetop grade and made ready (by others) to receive base, prime and/or hot mix asphalt, and verified, prior to mobilization and commencement of operations.
5. Any spoils generated or borrowed will be done with on site material. No import/export.
6. Owner and/or GC is responsible for furnishing adequate source of on-site water.

Acceptance

Sunrise Ridge Proposal

We agree to pay the total sum or balance in full upon completion of this project.

I am authorized to approve and sign this project as described in this proposal as well as identified below with our payment terms and options.

Alec Cuilla

Alec Cuilla
Alec.cuilla@sunriseccconstruction.com

5/11/2026
Date

Reggie Rossi
Elite Asphalt LLC
reggie@eliteasphalt.net

About us

We Are A Full Service Paving Contractor

Elite Asphalt LLC, we are a commercial paving contractor that has been in business for over 20 years and we specialize in meeting your business's paving construction, repair, and maintenance needs.

We are happy to help with government, commercial, and residential asphalt paving. We are Fort Worth and beyond's, choice for top-quality asphalt repair and installation! Our asphalt and concrete paving company is your choice for paving, stabilizing, grading, repairs, sealing, and so much more.

Other Documents

- JOB ACCOUNT INFORMATION FORM.pdf

ESTIMATE

Dreamworx Services LLC
8131 Old Brock Rd
Brock, TX 76087-6500

dreamworxtx@gmail.com
+1 (817) 901-7963

Bill to
BC&GH Holdings, LLC
Sunrise Ridge Development
Johnson County

Ship to
BC&GH Holdings, LLC

Estimate details
Estimate no.: 1060
Estimate date: 04/07/2026

#	Product or service	Description	Qty	Rate	Amount
1.	**Mobilization**	Mob in / mob out	1	$15,500.00	$15,500.00
2.	**Erosion Control**	Install erosion control per plan. Furnish and install reinforced silt fence. Metal post with wire backing. 6" trench embedment 6" deep and 6" wide trench per specs Silt fence secured to each support post with 3' minimum overlap.	4200	$4.50	$18,900.00
3.	**Site Work**	Supply and install culverts according to plan. Culvert structures: CMP All to have 4:1 concrete safety ends 1. 18"x50' - 1 barrel 2. 18"x50' - 1 barrel 3. 18"x50' - 2 barrels 4. 18"x50' - 2 barrels 9. 18"x50' - 3 barrels 6. 24"x50' - 3 barrels Box - Use ultraflow in place of box design. 1. 48"x25' ultra flow - smooth interior Totals: 18" - 450' total - 9 collars - 18 4:1 safety ends and bands 24" - 150' total - 3 collars - 6 4:1 safety ends and bands 48" - 200' total	1	$146,416.32	$146,416.32

4.	**Unclassified Excavation**	C - 25,593 F - 4,783 S - 20,810 Surplus material to be stockpiled on site.	32935.3	$5.00	$164,676.50
5.	**Import**	Furnish and install - road bed Road base - 10,800T Labor to water, compact, spread and finish dress. Note: All water to be sourced on site or supplied by developer. DreamWorx is not responsible for furnishing water. Water must be available at the start of construction.	10800	$25.00	$270,000.00
6.	**Site Work**	Furnish and install - mailboxes 1. USPS Cluster Box Unit - 3 x 12 box units (36 total units) 2. Pour concrete pad and place box structure.	1	$11,750.00	$11,750.00
7.	**Site Work**	Furnish and install - signage 1. Subdivision signage - two 30" MUTCD stop signs / high intensity / reflective - two 9"x36" street signs - two 24"x24" "slow down" signs - two 24"x24" "children at play" signs - two 24"x24" "private road" signs - Two 24"x24" "private HOA maintained road) - 10 poles (3"x12' fluted aluminum pole - black) - All fluted bases, hardware, and mounting frames to be included. All signage to be double sided, high intensity & reflective. 2. Place and pour all concrete signage pads.	1	$8,798.50	$8,798.50
8.	**Finish Dress**	Finish dress of site before all other trades moving in.	489563	$0.05	$24,478.15
9.	**Erosion Control**	Erosion control: Hydroseed all ditches & disrupted soils to establish appropriate vegetation to hold excavated soils. Lay blanket or water retarders as needed throughout construction. Minimal slopes - no oversized specd per engineer. Product Requirements and Care The Client agrees to ensure that the hydroseeded area is watered according to the following schedule: • Water the hydroseeded area twice a day until ground is sufficiently damp. • Maintain this watering schedule for a duration of 14 days, starting from the date	267156	$0.15	$40,073.40

		of application. If there has been no rainfall, maintain a schedule of one day thereafter for one week. Failure to follow this watering schedule will affect the results of the hydroseeding and void any warranty.			
10.	**Construction Entrance**	8" thick construction entrance	2	$5,250.00	$10,500.00
11.	**Testing**	All testing to be performed by other - CMJ recommended. Lime series testing Subgrade compaction testing Base compaction testing	1	$5,000.00	$5,000.00
			Total		**$716,092.87**

Accepted date **Accepted by**

CMJ Engineering

Unit Fee Contract No.: 25-10
August 5, 2025

Dream Worx Services, LLC
Attn: Ty Blackburn
Parker County, Texas
email: dreamworxtx@gmail.com

UNIT FEE CONTRACT
CONSTRUCTION MATERIALS TESTING SERVICES FOR
SUNRISE RIDGE
JOHNSON COUNTY, TEXAS

Dear Mr. Blackburn,

We are pleased to submit this unit fee contract for providing construction materials engineering services on the above referenced project.

Project Budget

Based upon our understanding of your needs, our unit fees for this project will be as stated on the budget attachment. All fees for services performed which do not appear on the budget attachment will be based on our standard fee schedule. The final charges will be a function of the total services performed. All charges for laboratory services are F.O.B. our laboratory. **All same-day service requests will be charged the greater of either $300 or our actual rescheduling costs based on the project's unit fees, for each site visit performed. Service requests may be made Monday through Friday 7:00 am to 5:00 pm and should be received 24-hours in advance but no later than 3:00 PM of the day prior to service. CMJ will make every effort to service same day service requests but cannot guarantee your request will be serviced without the required prior notice.** The prices provided in the attached fee schedule will remain valid for forty-five (45) days from the date on this unit fee contract or for one year from that date if our services for this project are started within that forty-five (45) day period. Invoices will be submitted for these services on a monthly basis. These will be due and payable upon receipt. CMJ will not supervise or direct work that is performed by the contractor or subcontractors and is not responsible for their means and methods utilized or the resultant outcome of their efforts.

Closing

CMJ Engineering, Inc. appreciates the opportunity to submit this contract. We have provided the attached unit fees that corresponds to our understanding of the work scope that will be required of CMJ Engineering. Feel free to call us if you have any questions regarding our services or proposal. Following your authorization, we are ready to begin work and look forward to providing you with our services.

Respectfully,
CMJ ENGINEERING, INC.

Angie M. McCullough
Vice President

Will Avila
Senior Project Manager

CMJ Engineering

7636 Pebble Drive
Fort Worth, Texas 76118
Tel: (817) 284-9400 Fax: (817) 589-9993

Dream Worx Services, LLC
Unit Fee Contract No. 25-104
August 5, 2025

UNIT FEE CONTRACT
CONSTRUCTION MATERIALS TESTING SERVICES FOR
SUNRISE RIDGE
JOHNSON COUNTY, TEXAS

DESCRIPTION	FEE	UNIT
Earthwork		
Slake Sieve Analysis (TEX 101/110E)	$ 244.50	each
pH Lime Series (Eades and Grim Method)	$ 395.00	each
Moisture/Density Relations Soil-Cement (ASTM D558)	$ 323.50	each
Moisture/Density Relations (ASTM D698)	$ 215.50	each
Oversize Rock Correction (ASTM D4718)	$ 160.50	each
Liquid & Plastic Limit (ASTM D4318-B)	$ 75.00	each
Laboratory Sieve Analysis (ASTM C117, D1140)	$ 85.00	each
Laboratory Sieve Analysis (ASTM C136)	$ 102.50	each
Earthwork Observation/Testing Including all Non-Test Pit		
In-Place Moisture/Density Testing by ASTM D6938 (Min. 4 Hours/Trip)	$ 89.00	hour
Additional Fee-Test Pit In-Place Moisture/Density Testing	$ 18.50	each
Nuclear Density Gauge Fee (Daily)	$ 56.00	each
Vehicle Trip Charge	$ 141.00	trip
Hourly Office Services		
Senior Geotechnical Engineer (1.0 Hour Min Charge)	$ 175.00	hour
Project Manager	$ 117.50	hour
Same-day Insufficient Notice Fee	$ 300.00	each

Notes:

1. Project Management fees will be charged as follows: 2 hours for initial project setup, foundation reconciliation at 3 minutes per pier, compliance review and statement of same at 3 minutes per report with a 1 hour minimum, post-tensioning compliance review at 0.50 hours per page with a 1.0 hour minimum and a 79G/house pad compliance report review and letter at 10 minutes per lot, if CMJ is informed at the start of this project of this need. Should the client choose not to sign CMJ's agreement and instead request CMJ to sign the client's contract, any time spent reviewing/revising client's contract will be billed at the above listed project management hourly rate. All other services that would be requested of a project manager will be billed as same. All compliance letter requests shall be made with sufficient notice to allow for a minimum of 10 businesses to complete the required report reviews and letter completion.
2. Overtime rates of 1.5 times the regular rate will be charged for hours worked or services performed over eight (8) hours per day or before 7:00 a.m. and/or after 5:00 p.m. Monday thru Friday. All lab and field services performed on Saturday, will be billed at 1.5 times the regular rate and will be billed at 2.0 times the regular rate for Sundays and recognized holidays.
3. All laboratory test fees are F.O.B. our laboratory. Engineering technician minimums and vehicle trip charges will apply to all trips to the job-site including sample pickups and specimen pickups.
4. A minimum amount of technician time and a vehicle trip charge will be billed for each call out, sample pickup or specimen pickup unless noted otherwise. Technician time is charged portal-to-portal from our Fort Worth office.
5. 4"X8" concrete compression test specimens will be used per ACI 318 requirements unless instructed otherwise.
6. Structural steel observation at fabrication shop fees based on facilities located in the Dallas-Fort Worth metroplex area.
7. Additional tests not specified in this fee schedule will be quoted upon request, or based on our current fee schedule.
8. Vehicle trip charge in excess of 25 miles from CMJ's office will be based on $1.40/mile plus tolls, portal-to-portal our office.
9. Specimen collection fees as stated are either project specific or based on a maximum of 25 miles from CMJ.
10. All same-day service requests will be charged a minimum $300 insufficient notice fee or actual rescheduling costs if greater.
11. All test-pit moisture-density testing will be charged a $18.50 fee for each test in addition to standard hourly fee.
12. CMJ will not supervise or direct work that is performed by the contractor or subcontractors and is not responsible for their means and methods utilized or the resultant outcome of their efforts.

THE AGREEMENT

This AGREEMENT is made by and between CMJ ENGINEERING, INC., hereinafter referred to as CMJ, and Dream Worx Services, LLC., hereinafter referred to as CLIENT.

The AGREEMENT between the parties consists of these TERMS, the attached UNIT FEE identified as UNIT FEE No. 25-104 dated August 5, 2025, and any exhibits or attachments noted in the UNIT FEE. 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 CMJ will be based solely on information available to CMJ. CMJ 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 CMJ under this AGREEMENT are expected by CLIENT to be conducted in a manner consistent with the professional skill and care ordinarily provided by competent engineers practicing under the same or similar circumstances and professional license. (this is called the "Standard of Care"). The Standard of Care shall solely govern CMJ's performance of the Services. Under no circumstance is any warranty, expressed or implied, made in connection with the providing of CMJ's services.

SITE ACCESS AND SITE CONDITIONS

CLIENT will grant or obtain free access to the site for all equipment and personnel necessary for CMJ to perform the work set forth in this AGREEMENT. CLIENT will notify any and all possessors of the project site that CLIENT has granted CMJ free access to the site. CMJ 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 UNIT FEE.

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

SAMPLE DISPOSAL

CMJ 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 CMJ 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 UNIT FEE, then this phrase applies. For the specified assignment, CMJ will report observations and professional opinions to CLIENT. No action of CMJ or CMJ'S site representative can be construed as altering any AGREEMENT between CLIENT and others. CMJ will report to CLIENT any observed geotechnically-related work which, in CMJ'S professional opinion, does not conform with plans and specifications. The CMJ has no right to reject or stop work of any agent of the CLIENT. Such rights are reserved solely for CLIENT. Furthermore, CMJ'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.

CMJ 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 CMJ in accordance with the procedures indicated in the UNIT FEE and its attachments. Invoices will be submitted to CLIENT by CMJ, and will be due and payable upon presentation. If CLIENT objects to all or any portion of any invoice, CLIENT will so notify CMJ 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 CMJ, 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 CMJ 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 CMJ within sixty (60) days after invoices are rendered, CLIENT agrees that CMJ will have the right to consider the failure to pay the CMJ's invoice as a breach of this AGREEMENT.

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, CMJ 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.

NON-SOLICITATION OF CMJ ENGINEERING AND TESTING, INC. EMPLOYEES, CLIENTS, and PROSPECTS

CLIENT recognizes CMJ's legitimate interest in protecting CMJ's relationships with its employees. Accordingly, CLIENT agrees that, during the CLIENT's engagement with CMJ, CLIENT shall not engage in any conduct which could in any way jeopardize or disturb any relationship of CMJ with any employee. CLIENT further agrees that CLIENT shall not, at any time during the Term of this Agreement and for a period of twelve (12) months following the termination of the Agreement (i) directly or indirectly, solicit, attempt to solicit, induce, offer employment to, hire, or otherwise retain any individual employed with CMJ during the aforementioned period.

INJUNCTIVE RELIEF

CLIENT recognizes that the rights and privileges granted to CLIENT by this agreement and CLIENT's corresponding obligations to CMJ are of a special, unique and extraordinary character, the loss of which may not be reasonably or adequately compensated for in damages in any action at law. Accordingly, CLIENT understands and agrees that CMJ shall be entitled to seek equitable relief, including a temporary restraining order and preliminary and permanent injunctive relief, to prevent a breach of any other section in this Agreement. This entitlement shall not be construed as limiting CMJ's remedies at law or in equity.

RISK ALLOCATION

Many risks potentially affect CMJ by virtue of entering into this AGREEMENT to perform professional engineering services on behalf of CLIENT. The principal risk is the potential for human error by CMJ. For CLIENT to obtain the benefit of a fee which includes a nominal allowance for dealing with CMJ'S liability, CLIENT agrees to limit CMJ'S liability to CLIENT and to all other parties for claims arising out of CMJ'S performance of the services described in this AGREEMENT. The aggregate liability of CMJ will not exceed the amount of the CMJ'S fee for negligent professional acts, errors, or omissions.

Limitations on liability and indemnities in this AGREEMENT are business understandings between the parties voluntarily and knowingly entered into, and shall apply to all theories of recovery including, but not limited to breach of contract, warranty, tort (including negligence), strict or statutory liability, or any other cause of action, except for willful misconduct or gross negligence. The parties also agree that CLIENT will not seek damages in excess of the limitations indirectly through suits with other parties who may join CMJ as a third-party defendant. Parties means CLIENT and CMJ and their officers, employees, agents, affiliates, and subcontractors.

Both CLIENT and CMJ agree that they will not be liable to each other, under any circumstances, for special, indirect, consequential, or punitive damages arising out of or related to this AGREEMENT.

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 CMJ 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. CMJ 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. CMJ and CLIENT also agree that the discovery of unanticipated hazardous materials may make it necessary for CMJ to take immediate measures to protect health and safety. CLIENT agrees to compensate CMJ for any equipment decontamination or other costs incident to the discovery of unanticipated hazardous materials.

CMJ 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 CMJ harmless for any and all consequences of disclosures made by CMJ 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 CMJ arising from CMJ'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 CMJ 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.

INDEMNIFICATION

CLIENT shall indemnify and hold harmless CMJ, its officers, directors, agents, and employees from and against all claims (including negligence), damages, losses, and expenses, including but not limited to reasonable and necessary attorney's fees, arising out of or related to the work or services of the CLIENT or its agents, employees, consultants and contractors of any tier or any third party under the client's control. Notwithstanding the foregoing, except for claims for bodily injury or death of the CLIENT, its agents, or its subcontractors of any tier, CLIENT shall not be required to indemnify or hold harmless CMJ against a claim caused by negligence or fault, the breach or violation of a statute, ordinance, governmental regulation, standard, or rule, or the breach of contract by CMJ, its agents or employees, or any third party under CMJ's control, other than the client or its agent, employee, or subcontractor of any tier.

DISPUTE RESOLUTION

All claims, disputes, and other matters in controversy between CMJ 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 CMJ 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 CMJ'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.

_____	CMJ ENGINEERING, INC.
CLIENT COMPANY NAME	
_____	Angie M. McCullough
CLIENT SIGNATURE	SIGNATURE
_____	ANGIE M. MCCULLOUGH
CLIENT PRINTED NAME	
_____	Vice President
POSITION	POSITION
_____	August 5, 2025
DATE	DATE