

STATE OF TEXAS §
 §
 COUNTY OF FORT BEND §

AGREEMENT FOR PROFESSIONAL CONSTRUCTION MANAGEMENT SERVICES

THIS AGREEMENT is made and entered into by and between Fort Bend County, (hereinafter "County"), a body corporate and politic under the laws of the State of Texas, and Othon, Inc. (hereinafter "Contractor"), a company authorized to conduct business in the State of Texas.

WITNESSETH

WHEREAS, County desires that Contractor provide Construction Management for various projects under the 2013 Mobility Bond Program in Precincts 2 and 4 (hereinafter "Services") pursuant to SOQ 14-025; and

WHEREAS, Contractor represents that it is qualified and desires to perform such services.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth below, the parties agree as follows:

AGREEMENT

Section 1. Scope of Services

Contractor shall render Services to County for all projects listed on Exhibit A and as specifically described in Exhibit B, both attached hereto and incorporated herein for all purposes.

Section 2. Personnel

2.1 Contractor represents that it presently has, or is able to obtain, adequate qualified personnel in its employment for the timely performance of the Scope of Services required under this Agreement and that Contractor shall furnish and maintain, at its own expense, adequate and sufficient personnel, in the opinion of County, to perform the Scope of Services when and as required and without delays.

2.2 All employees of Contractor shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Contractor who, in the opinion of County, is incompetent or by his conduct becomes detrimental to the project shall, upon request of County, immediately be removed from association with the project.

Section 3. Compensation and Payment

3.1 The Maximum Compensation for the performance of Services within the Scope of Services described in Exhibit B is six hundred ninety-two thousand dollars and no/100 (\$692,000.00) as set forth in Exhibit A. In no case shall the amount paid by County under this Agreement exceed the Maximum Compensation without a written agreement executed by the parties.

3.2 All performance of the Scope of Services by Contractor including any changes in the Scope of Services and revision of work satisfactorily performed will be performed only when approved in advance and authorized by County.

3.3 County will pay Contractor based on the following procedures: Upon completion of the tasks identified in the Scope of Services, Contractor shall submit to County staff person designated by the County Engineer, one (1) electronic (pdf) copy and two (2) original hard copies of invoices showing the amounts due for services performed in a form acceptable to County. County shall review such invoices and approve them within 30 calendar days with such modifications as are consistent with this Agreement and forward same to the Auditor for processing. County shall pay each such approved invoice within thirty (30) calendar days. County reserves the right to withhold payment pending verification of satisfactory work performed.

Section 4. Limit of Appropriation

4.1 Contractor clearly understands and agrees, such understanding and agreement being of the absolute essence of this Agreement, that County shall have available the total maximum sum of six hundred ninety-two thousand dollars and no/100 (\$692,000.00) specifically allocated to fully discharge any and all liabilities County may incur.

4.2 Contractor does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that Contractor may become entitled to and the total maximum sum that County may become liable to pay to Contractor shall not under any conditions, circumstances, or interpretations thereof exceed six hundred ninety-two thousand dollars and no/100 (\$692,000.00).

Section 5. Time of Performance

Time for performance of the Scope of Services under this Agreement shall begin with receipt of the Notice to Proceed and end no later than twenty-four (24) months thereafter. Contractor shall complete the tasks described in the Scope of Services, within this time or within such additional time as may be extended by the County.

Section 6. Modifications and Waivers

6.1 The parties may not amend or waive this Agreement, except by a written agreement executed by both parties.

6.2 No failure or delay in exercising any right or remedy or requiring the satisfaction of any condition under this Agreement, and no course of dealing between the parties, operates as a waiver or estoppel of any right, remedy, or condition.

6.3 The rights and remedies of the parties set forth in this Agreement are not exclusive of, but are cumulative to, any rights or remedies now or subsequently existing at law, in equity, or by statute.

Section 7. Termination

7.1 Termination for Convenience – County may terminate this Agreement at any time upon forty-eight (48) hours written notice.

7.2 Termination for Default

7.2.1 County may terminate the whole or any part of this Agreement for cause in the following circumstances:

7.2.1.1 If Contractor fails to perform services within the time specified in the Scope of Services or any extension thereof granted by the County in writing;

7.2.1.2 If Contractor materially breaches any of the covenants or terms and conditions set forth in this Agreement or fails to perform any of the other provisions of this Agreement or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in any of these circumstances does not cure such breach or failure to County's reasonable satisfaction within a period of ten (10) calendar days after receipt of notice from County specifying such breach or failure.

7.2.2 If, after termination, it is determined for any reason whatsoever that Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the County in accordance with Section 7.1 above.

7.3 Upon termination of this Agreement, County shall compensate Contractor in accordance with Section 3, above, for those services which were provided under this Agreement prior to its termination and which have not been previously invoiced to County. Contractor's final invoice for said services will be presented to and paid by County in the same manner set forth in Section 3 above.

7.4 If County terminates this Agreement as provided in this Section, no fees of any type, other than fees due and payable at the Termination Date, shall thereafter be paid to Contractor.

Section 8. Ownership and Reuse of Documents

All documents, data, reports, research, graphic presentation materials, etc., developed by Contractor as a part of its work under this Agreement, shall become the property of County upon completion of this Agreement, or in the event of termination or cancellation thereof, at the time of payment under Section 3 for work performed. Contractor shall promptly furnish all such data and material to County on request.

Section 9. Inspection of Books and Records

Contractor will permit County, or any duly authorized agent of County, to inspect and examine the books and records of Contractor for the purpose of verifying the amount of work performed under the Scope of Services. County's right to inspect survives the termination of this Agreement for a period of four years.

Section 10. Insurance

10.1 Prior to commencement of the Services, Contractor 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. Contractor shall provide certified copies of insurance endorsements and/or policies if requested by County. Contractor 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. Contractor shall obtain such insurance written on an Occurrence form (or a Claims Made form for Professional Liability insurance) from such companies having Best's rating of A/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:

10.1.1 Workers' Compensation insurance. Substitutes to genuine Workers' Compensation Insurance will not be allowed. 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.

10.1.2 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.

10.1.3 Business Automobile Liability insurance with a combined Bodily Injury/Property Damage limit of not less than \$1,000,000 each accident. The policy shall cover liability arising from the operation of licensed vehicles by policyholder.

10.1.4 Professional Liability insurance may be made on a Claims Made form with limits not less than \$1,000,000.

10.2 County and the members of Commissioners Court 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 Contractor, excluding Professional Liability, shall contain a waiver of subrogation in favor of County and members of Commissioners Court.

10.3 If required coverage is written on a claims-made basis, Contractor warrants 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.

Section 11. Indemnity

CONTRACTOR SHALL INDEMNIFY AND DEFEND COUNTY AGAINST ALL LOSSES, LIABILITIES, CLAIMS, CAUSES OF ACTION, AND OTHER EXPENSES, INCLUDING REASONABLE ATTORNEYS FEES, ARISING FROM ACTIVITIES OF CONTRACTOR, ITS AGENTS, SERVANTS OR EMPLOYEES, PERFORMED UNDER THIS AGREEMENT THAT RESULT FROM THE NEGLIGENT ACT, ERROR, OR OMISSION OF CONTRACTOR OR ANY OF CONTRACTOR'S AGENTS, SERVANTS OR EMPLOYEES.

Section 12. Confidential and Proprietary Information

12.1 Contractor acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this Agreement, be exposed to or acquire information that is confidential to County. Any and all information of any form obtained by Contractor or its employees or agents from County in the performance of this Agreement shall be deemed to be confidential information of County ("Confidential Information"). Any reports or other documents or items (including software) that result from the use of the Confidential Information by Contractor shall be treated with respect to confidentiality in the same manner as the Confidential Information. Confidential Information shall be deemed not to include information that (a) is or becomes (other than by disclosure by Contractor) publicly known or is contained in a publicly available document; (b) is rightfully in Contractor's possession without the obligation of nondisclosure prior to the time of its disclosure under this Agreement; or (c) is independently developed by employees or agents of Contractor who can be shown to have had no access to the Confidential Information.

12.2 Contractor agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Contractor uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than the provision of Services to County hereunder, and to advise each of its employees and agents of their obligations to keep Confidential Information confidential. Contractor shall use its best efforts to assist County in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limitation of the foregoing, Contractor shall advise County immediately in the event Contractor learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Agreement and Contractor will at its expense cooperate with County in seeking injunctive or other equitable relief in the name of County or Contractor against any such person. Contractor agrees that, except as directed by County, Contractor will not at any time during or after the term of this Agreement disclose, directly or indirectly, any Confidential Information to any person, and that upon termination of this Agreement or at County's request, Contractor will promptly turn over to County all documents, papers, and other matter in Contractor's possession which embody Confidential Information.

12.3 Contractor acknowledges that a breach of this Section, including disclosure of any Confidential Information, or disclosure of other information that, at law or in equity, ought to remain confidential, will give rise to irreparable injury to County that is inadequately compensable in damages. Accordingly, County may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interest of County and are reasonable in scope and content.

12.4 Contractor in providing all services hereunder agrees to abide by the provisions of any applicable Federal or State Data Privacy Act.

12.5 Contractor expressly acknowledges that County is subject to the Texas Public Information Act, TEX. GOV'T CODE ANN. §§ 552.001 *et seq.*, as amended, and notwithstanding any provision in the Agreement to the contrary, County will make any information related to the Agreement, or otherwise, available to third parties in accordance with the Texas Public Information Act. Any proprietary or confidential information marked as such provided to County by Consultant shall not be disclosed to any third party, except as directed by the Texas Attorney General in response to a request for such under the Texas Public Information Act, which provides for notice to the owner of such marked information and the opportunity for the owner of such information to notify the Attorney General of the reasons why such information should not be disclosed.

Section 13. Independent Contractor

13.1 In the performance of work or services hereunder, Contractor shall be deemed an independent contractor, and any of its agents, employees, officers, or volunteers performing work required hereunder shall be deemed solely as employees of contractor or, where permitted, of its subcontractors.

13.2 Contractor and its agents, employees, officers, or volunteers shall not, by performing work pursuant to this Agreement, be deemed to be employees, agents, or servants of County and shall not be entitled to any of the privileges or benefits of County employment.

Section 14. Notices

14.1 Each party giving any notice or making any request, demand, or other communication (each, a "Notice") pursuant to this Agreement shall do so in writing and shall use one of the following methods of delivery, each of which, for purposes of this Agreement, is a writing: personal delivery, registered or certified mail (in each case, return receipt requested and postage prepaid), or nationally recognized overnight courier (with all fees prepaid).

14.2 Each party giving a Notice shall address the Notice to the receiving party at the address listed below or to another address designated by a party in a Notice pursuant to this Section:

County: Fort Bend County Engineering Department
Attn: County Engineer
301 Jackson Street
Richmond, Texas 77469

With a copy to: Fort Bend County
Attn: County Judge
401 Jackson Street, 1st Floor
Richmond, Texas 77469

Contractor: Othon, Inc.
Attn: Robert Baker, Senior Vice President
11111 Wilcrest Green Drive, Suite 128
Houston, Texas 77042

14.3 A Notice is effective only if the party giving or making the Notice has complied with subsections 14.1 and 14.2 and if the addressee has received the Notice. A Notice is deemed received as follows:

14.3.1 If the Notice is delivered in person, or sent by registered or certified mail or a nationally recognized overnight courier, upon receipt as indicated by the date on the signed receipt.

14.3.2 If the addressee rejects or otherwise refuses to accept the Notice, or if the Notice cannot be delivered because of a change in address for which no Notice was given, then upon the rejection, refusal, or inability to deliver.

Section 15. Compliance with Laws

Contractor shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required by County, Contractor shall furnish County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

Section 16. Standard of Care

Contractor warrants to County that Contractor has the skill and knowledge ordinarily possessed by well-informed members of its trade or profession practicing in the greater Houston metropolitan area and Contractor will apply that skill and knowledge with care and diligence to ensure that the Services provided hereunder will be performed and delivered in accordance with the highest professional standards.

Section 17. Assignment

17.1 Neither party may assign any of its rights under this Agreement, except with the prior written consent of the other party. That party shall not unreasonably withhold its consent. All assignments of rights are prohibited under this subsection, whether they are voluntarily or involuntarily, by merger, consolidation, dissolution, operation of law, or any other manner.

17.2 Neither party may delegate any performance under this Agreement.

17.3 Any purported assignment of rights or delegation of performance in violation of this Section is void.

Section 18. Applicable Law

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 Fort Bend 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 the Agreement shall be construed to waive the County's sovereign immunity.

Section 19. Successors and Assigns

County and Contractor bind themselves and their successors, executors, administrators and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of the other party, in respect to all covenants of this Agreement.

Section 20. Third Party Beneficiaries

This Agreement does not confer any enforceable rights or remedies upon any person other than the parties.

Section 21. Severability

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.

Section 22. Publicity

Contact with citizens of Fort Bend County, media outlets, or governmental agencies shall be the sole responsibility of County. Under no circumstances whatsoever, shall Contractor release any material or information developed or received in the performance of the Services hereunder without the express written permission of County, except where required to do so by law.

Section 23. Captions

The section captions used in this Agreement are for convenience of reference only and do not affect the interpretation or construction of this Agreement.

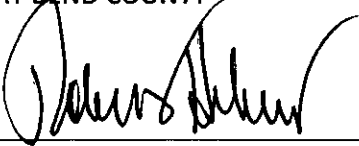
Section 24. Conflict

In the event there is a conflict between this Agreement and the attached exhibits, this Agreement controls.

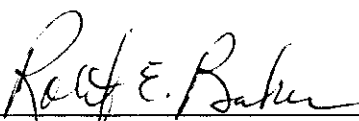
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IN WITNESS WHEREOF, the parties hereto have signed or have caused their respective names to be signed to multiple counterparts to be effective on the date signed by the last party hereto.

FORT BEND COUNTY


Robert E. Hebert, County Judge

OTHON, INC


Robert Baker, Senior Vice President

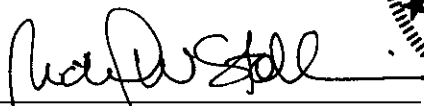
April 25, 2017
Date

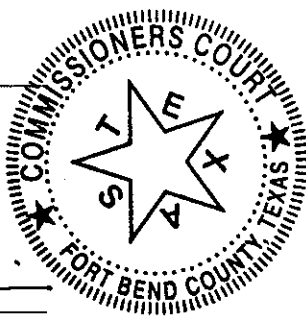
4/17/2017
Date

ATTEST:


Laura Richard, County Clerk

APPROVED:


Richard W. Stolleis, P.E., County Engineer



APPROVED AS TO LEGAL FORM:


Marcus D. Spencer, First Assistant County Attorney

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$692,000.00 to accomplish and pay the obligation of Fort Bend County under this contract.


Robert Ed Sturdivant, County Auditor

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EXHIBIT A

2013 Mobility Bond Program FORT BEND COUNTY, TEXAS Projects and Fee

Othon - Precinct 2 & 4

| No. | Project | Limits | Construction Estimate |
|-------|------------------------------|--------------------------------------|-----------------------|
| X20 | Chimney Rock | Cambridge Falls to Acorn Glenn Trail | \$1,100,000 |
| 13201 | Beechnut Boulevard | FM 1464 to Lobera Drive | \$3,000,000 |
| 13202 | Bellaire Boulevard | San Pablo Drive to FM 1464 | \$3,800,000 |
| 13203 | Chimney Rock | FM 2234 to Rosa Parks Elementary | \$6,000,000 |
| 13207 | Lake Olympia Parkway Seg. 1 | Hurricane Lane to California Street | \$4,500,000 |
| 13208 | Ludwig Road | Dulles Avenue to Brand Lane | \$1,700,000 |
| 13211 | Sugar Land-Howell Road | Bissonnet Road to Old Richmond Road | \$3,600,000 |
| 13403 | Owens Road | FM 1464 to Harlem Road | \$2,100,000 |
| 13411 | West Airport Right Turn Lane | EB West Airport to SB SH6 | \$430,000 |

Total Construction Cost: \$26,230,000

| | |
|-----------------------------|-----------|
| Construction Management Fee | \$692,000 |
|-----------------------------|-----------|

EXHIBIT B

2013 Mobility Bond Program FORT BEND COUNTY, TEXAS

Services to be provided by Construction Manager

All services provided by the Construction Manager (CM) shall be under the direct supervision of the County Engineer. The CM may be requested to provide additional services not specifically listed below at the request of the County Engineer.

CM will provide professional engineering services in regard to Construction Management services for the 2013 Mobility Bond Projects listed in Exhibit A (Projects). Under this agreement Construction Management Services will include, Construction Project Management, Project Document Control, and Observation & Inspection.

Construction Project Management

Acting on behalf of the County Engineer, manage the progress of the assigned Projects. Each assigned construction Project may require unique support activities; however the typical expectations and responsibilities for the CM are as follows:

Coordinate inspection and materials testing personnel, manage project schedules, coordinate, respond & track project requests for information (RFI), coordinate & track the review & approval of submittals & shop drawings.

Assist the County in conducting a pre-construction conference with the Contractor, County, utility providers, and other agencies having jurisdiction over the Project in order to establish construction schedules and to identify key representatives of the parties and lines of communication.

Review the plans and specifications in advance of the various work operations, and on a continual basis throughout the Project and become thoroughly familiar with the project requirements. Look ahead in the plans and at the Contractor's future operations to identify potential constructability problems, impacts to traffic, conflicts, omissions, plan errors, etc., that could result in delays, deficient work or extra costs and bring these issues to the County's attention.

Monitor the contractor's established traffic control and operations for compliance with plans, specifications, and Texas Manual on Uniform Traffic Control Devices (TMUTCD) requirements, otherwise referred to as the contract documents. Monitor the contractor's operation to verify workmanship and materials incorporated into the project meet the requirements of the contract documents.

Manage and direct inspectors to ensure inspectors are properly documenting construction activities, photo log, weather conditions, time charges, quantities with

measurements and calculations, and contractor's resources as well as project specific information associated with the project. Monitor contractor's operations for conflicts with utilities, permit compliance and unforeseen jobsite conditions associated with the project. Identify discrepancies or deviations from the contract documents and immediately notify the contractor and County.

Monitor the performance of the County's project designated construction materials testing laboratory (CMT) to help verify sampling, testing, and reporting are performed as required and in a timely manner. Review the testing data and verify results meet project specified requirements.

In conjunction with the County, coordinate with various entities on the project that include but are not limited to: County, designers, TxDOT personnel/contractors, cities, utility companies, county contractors, law enforcement, railroad companies, construction materials testing laboratory, etc.

Evaluate contractor's cost proposals and claims for additional compensation for extra work or time. Review change order proposals for validity and completeness of time impact and cost of change order work. Provide recommendations to the County for approval prior to implementation.

Review the contractor's field documentation on a monthly basis to verify compliance with the Texas Pollutant Discharge Elimination System (TPDES) permit requirements. Inspect the Project on a regular basis and after each heavy rainfall to verify that the Storm Water Pollution Prevention Plan (SWPPP) is being followed as required and timely maintenance is occurring. Document discrepancies on a TPDES/SWPPP check list and report deficiencies to the contractor and County.

Project Document Control

Construction documents consist of drawings, specifications, inspection reports, change orders, project schedule, requests for information (RFI), pay estimates, submittals, and any other documents related to the construction process. All documents shall be scanned, uploaded, and filed on Fort Bend County's electronic filing system (Manage-IT).

Track submittals to verify the Contractor is providing all project required shop drawing and project submittals in a timely manner, and receiving proper approval prior to implementation. Conduct progress meetings as needed to coordinate the work and issue meeting minutes summarizing attendees, discussion, directives, and assignments. Review inspection reports for accuracy. Compile, review and recommend for approval the contractor's monthly pay estimates. Review the project for substantial completion & final acceptance and coordinate final inspection with the County and other agencies having jurisdiction over the project.

Observation & Inspection

Provide qualified field observation personnel on a part time basis to perform field observation and document the Contractor is following the design plans and project specifications. Generate inspection reports each day an inspection is conducted at the site. Attend field meetings and inspections with the Contractor and County.

Conduct on-site inspections of the Project to ensure familiarity with the progress & quality of the work and determine if the work is proceeding in acceptable conformance with the construction contract documents. The inspector shall verify;

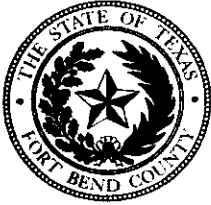
- storm sewer system (pipe, manholes, outfall structures, etc.) installation and backfill operations,
- water and sewer fittings, valves and appurtenances and testing of the facilities
- subgrade preparation and/or base installation,
- forms and reinforcing steel installation for concrete,
- concrete pavement or asphalt pavement installation,
- bridge components including pilings/piers, bents, abutments, beams, deck, etc.
- traffic control installations and maintenance,
- integrity of SWPPP installations

Prepare inspection reports and download documents and photos using Fort Bend County's electronic filing system (Manage-IT).

The project inspection reports will also incorporate contract items of observation and decisions associated with the construction of the project which could be pertinent to extra work and/or claim situations such as records on the contractor's heavy equipment, and personnel. Use digital photographs to document construction activities and progress, (with an emphasis on subsurface work) and capture details of problems, conflicts and potential claim issues

Insure Contractor maintains a full-size set of "redline" drawings throughout the duration of the Project. Provide the design engineer with information necessary to prepare a set of record drawings (as-builts).

Conduct final inspection with the County and prepare a punch list prior to final acceptance by the County. Upon project completion, issue and sign a "Notification of Completion" acknowledging the project is complete.



Fort Bend County Engineering
FORT BEND COUNTY, TEXAS

Richard W. Stolleis, P.E.
County Engineer

MEMORANDUM

April 25, 2017

TO: Members of the Commissioners Court

RE: Othon, Inc. Construction Management Agreement

The total cost of the Agreement is \$692,000. The funding will be transferred from the following projects:

| Project Name and Number | Amount |
|--------------------------------------|------------------|
| Chimney Rock (x20) | \$29,000 |
| Beechnut Boulevard (13201) | \$79,000 |
| Bellaire Boulevard (13202) | \$100,000 |
| Chimney Rock (13203) | \$158,000 |
| Lake Olympia Pkwy. Seg. 1 (13207) | \$119,000 |
| Ludwig Road (13208) | \$45,000 |
| Sugarland-Howell Road (13211) | \$95,000 |
| Owens Road (13403) | \$55,000 |
| West Airport Right Turn Lane (13411) | \$12,000 |
| Total | \$692,000 |

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Othon, Inc.
Houston, TX United States

Certificate Number:
2017-189359

Date Filed:
04/07/2017

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

Date Acknowledged:

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.

SOQ 14-025

Construction Management services for various projects under the 2013 Mobility Bond Program

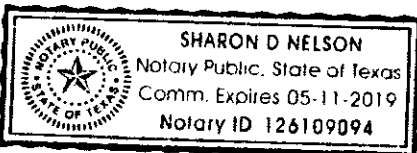
| 4 | Name of Interested Party | City, State, Country (place of business) | Nature of interest (check applicable) | |
|---|--------------------------|--|---------------------------------------|--------------|
| | | | Controlling | Intermediary |
| | Riches, Sofia | Houston, TX United States | X | |
| | Sangineni, Srinivas | Houston, TX United States | X | |
| | Baker, Robert | Houston, TX United States | X | |
| | Kasir, Madhi | Houston, TX United States | X | |
| | Othon, Charles | Houston, TX United States | X | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

5 Check only if there is NO Interested Party.



6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



[Signature]

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Charles A Othon, this the 7th day of April, 2017, to certify which, witness my hand and seal of office.

[Signature]
Signature of officer administering oath

Sharon D Nelson
Printed name of officer administering oath

Notary Public
Title of officer administering oath

CERTIFICATE OF INTERESTED PARTIES**FORM 1295**

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY
CERTIFICATION OF FILING****1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

Othon, Inc.
Houston, TX United States

Certificate Number:
2017-189359

Date Filed:
04/07/2017

Date Acknowledged:
04/25/2017

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

Othon, Inc.

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.

SOQ 14-025

Construction Management services for various projects under the 2013 Mobility Bond Program

| 4 | Name of Interested Party | City, State, Country (place of business) | Nature of interest (check applicable) | |
|---|--------------------------|--|--|--------------|
| | | | Controlling | Intermediary |
| | Riches, Sofia | Houston, TX United States | X | |
| | Sangineni, Srinivas | Houston, TX United States | X | |
| | Baker, Robert | Houston, TX United States | X | |
| | Kasir, Madhi | Houston, TX United States | X | |
| | Othon, Charles | Houston, TX United States | X | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

5 Check only if there is NO Interested Party.☐**6 AFFIDAVIT**

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____,
20_____, to certify which, witness my hand and seal of office.

Signature of officer administering oath

Printed name of officer administering oath

Title of officer administering oath