

PROFESSIONAL SERVICES AGREEMENT

STATE OF TEXAS §

COUNTY OF BRAZORIA §

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

RECITALS

The County intends to perform drainage improvements at the Pearland Airport located east of Cowart Creek (C100-00-00), south of CR127 and north of CR 130 as part of the Pearland Airport Drainage Improvements Project, hereinafter called the “Project”

The County desires that Consultant perform certain professional engineering and related services in connection with the Project; and

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

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

TERMS

Article 1 Scope of Agreement

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

Article 2 Character and Extent of Services

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

2.02 The Consultant and County agree and acknowledge that the County is entering into this Contract in reliance on the Consultant’s competence and qualifications, as those were presented to County by Consultant with respect to professional services. The Consultant, in consideration for the compensation set forth expressly herein, shall at all times utilize its skill and attention to fully,

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

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

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

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

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

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

Article 3
Time for Performance

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

Article 4
Consultant Compensation

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

Article 5
Time of Payment

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

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

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

Article 6
Compliance Standards

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

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

Article 7
Procurement, Suspension and Debarment

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

Article 8
Ownership of Documents, Copyright

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

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

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

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

Article 9
Public Contact

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

Article 10
Consultant's Insurance Requirements

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

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

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

Article 11
Indemnification

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

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

Article 12
Dispute Resolution

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

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

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

Article 13
Termination

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

Article 14
Notice

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

County:

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

Consultant:

GC Engineering, Inc.
2505 Park Avenue,
Pearland, Texas 77581
ATTN: Chandi Rodrigo, PE
Email: crodrigo@gc-engineering.com
Phone: 346-773-4406

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

Article 15
Successors and Assigns

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

Article 16
Applicable Law

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

Article 17
Modifications

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

Article 18
Authority of County Engineer

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

Article 19
Severability

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

Article 20
Merger

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

Article 21
Boycott Verification

21.01 This verification is required pursuant to Sections 808, 809, 2271, and 2274 (87(R) Senate Bill 13 and 19 versions) of the Texas Government Code:

Definitions:

1. Per Government Code Chapter 808, "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purpose
2. Per Government Code Chapter 809, "Boycott energy company" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company:
 - (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or
 - (B) does business with a company described by Paragraph (A).
3. Per Government Code Chapter 2274 (87(R) Senate Bill 19), "Discriminate against a firearm entity or firearm trade association":
 - (A) means, with respect to the entity or association, to:
 - (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association;
 - (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association;
 - or
 - (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association;
4. "Company" has the meaning assigned by Texas Government Code Sections 808.001(2), 809.001(2), and 2274.001(2) (87(R) Senate Bill 19).

This verification is only required for a contract that is between a governmental entity and a company with 10 or more full-time employees; and has a value of \$100,000 or more that is to be

paid wholly or partly from public funds of the governmental entity. If your contract value or number of employees does not reach that threshold, please provide a written certification of the contract amount and number of employees.

By signing this contract consultant agrees to the following:

- (A) does not boycott Israel currently;
- (B) will not boycott Israel during the term of the contract the named Company, business or individual with Brazoria County Texas, Texas;
- (C) does not boycott energy companies currently;
- (D) will not boycott energy companies during the term of the contract the named Company, business or individual with Brazoria County, Texas;
- (E) does not discriminate against a firearm entity of firearm trade association currently; and
- (F) will not discriminate against a firearm entity of firearm trade association during the term of the contract the named Company, business or individual with Brazoria County, Texas

21.02 All requirements of Subtitle A, Title 8 Government Code Chapter 808, apply to this contract and the Consultant, by signing below, hereby verifies its understanding of the exemptions contained therein.

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

Article 22

Attachments

22.01 The following attachments are a part of this Agreement:

- | | |
|-----------|--|
| Exhibit A | Scope of Work, Fee Schedule and Project Schedule |
| Exhibit B | County's minimum insurance requirements |
| Exhibit C | Compliance with Laws |
| Exhibit D | Certificate of Interested Parties |
| Exhibit E | Conflict of Interest Disclosure |
| Exhibit F | Contract Amendments (As Needed) |

Article 22
Execution

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

Brazoria County, Texas

GC Engineering, Inc.
a Texas company

By: _____

L.M. (Matt) Sebesta, Jr

County Judge

Date: _____

By: 

Name: **Chandi Rodrigo, PE**

Title: **President**

Date: **6/30/2026**

EXHIBIT “A”
SCOPE OF WORK, FEE SCHEDULE AND PROJECT SCHEDULE

INSERT PROPOSAL AND SCHEDULE

SCOPE OF SERVICES
CDBG-MIT Pearland Airport Drainage Improvements
Brazoria County Precinct 3
Brazoria County, Texas

Introduction:

Brazoria County (County) requested GC Engineering, Inc. (GCE) to provide professional engineering services for drainage improvement design for Pearland Airport, located in Pearland, Brazoria County, Texas.

Project area is located east of Cowart Creek (C100-00-00), south of CR-127, and north of CR-130. Project location and the Project Limits are shown in **Figure 1**.

Project Description:

Currently, the area to the north of the Pearland Airport drains in a northeasterly direction through a network of roadside ditches along CR-124 (Haddock Ditch – B102-01-00) and in an easterly direction (approximately for 2.2 miles) along roadside ditches on CR-127, CR-130 (Ditch B102-01-02), and CR-125 (Ditch B102-01-03), and ultimately emptying to Cowart Creek. These roadside ditches are relatively shallow and not adequately sized to handle the drainage for existing conditions as well as for the future proposed developments in the project area. As a result of longer flow paths to Cowart Creek and relatively shallow ditch system, the airport property and surrounding area experience frequent flooding.

The intent of the proposed project is to improve local drainage by redirecting the storm runoff in a southerly direction and establishing a direct path to discharge into Cowart Creek via existing storm water detention basin.

GCE obtained and studied the available studies performed for the project area from County, BDD4, and Pearland Airport, as follows:

The following information was obtained from Airport personnel and their consultants:

1. PDF file of topographic survey for the project area dated October 2025, performed by Gormly Surveying, Inc.
2. Pearland Airport Master Drainage Plan dated August 26, 2021, prepared by KSA Engineers, Inc.
3. A schematic plan showing the near-term development plans within the project area dated April 29, 2026, prepared by KSA Engineers, Inc..
4. Existing and proposed drainage easements within the project area.

GCE also obtained various record drawings, studies, and historic information of the Airport including geotechnical reports, drainage reports, proposed layouts, etc. between 2009 and 2023, from the County and BDD4.



Proposed Work:

GCE attended a meeting with BDD4 on April 30, 2026, to discuss the proposed project scope. GCE also attended a field scoping meeting at the project site with BDD4 and Pearland Airport personnel on May 13, 2026. The specific project features relate to drainage, proposed future improvements, and survey requirements were discussed during these meetings.

The project design shall be performed in compliance with County requirements. In addition, appropriate Federal Aviation Administration (FAA) requirements in working within and vicinity of the Airport shall be incorporated in the Contract documents.

Based on the discussions with the County, BDD4, and Pearland Airport personnel, GCE developed a Schematic Plan depicting the anticipated drainage improvements with the Project Limits (**Figure 2**). These improvements shall consist of, but not limited to:

1. Regrading roadside ditch south side of CR-127 for an approximate length of 1,800 feet.
2. Construction of two storm sewer trunk lines with inlets to convey storm runoff in a southerly direction and connect to the existing storm sewers adjacent to and north of taxiway.
3. Regrading, cleaning, and constructing a concrete pilot channel, approximately 10-foot wide, within the existing linear storm water detention basin between taxiway and runway.
4. Minor regrading within the Project Limits to provide for improved flow into the proposed storm sewer system.
5. Removing and reconstructing asphalt driveways along CR-127 and the approach driveway to cross road/taxiway.

BASIC SERVICES

Following are the anticipated basic phase services for the proposed project:

A. Phase 1 – Preliminary Design

The project consists of drainage improvements within the project limits (**Figure 1**). Proposed improvements are summarized below:

- a) Regrade roadside ditches.
- b) Remove/replace asphalt driveways,
- c) Desilt and clean the existing linear stormwater detention basin and construct a concrete pilot channel, and
- d) Install new storm sewer lines, inlets and junction boxes.



Preliminary Design Phase tasks are as follows:

1. Coordination and Data Collection

GCE shall obtain available information for the project area including:

- Available as-built plans, utility plans, and engineering reports,
- Latest topographic and aerial mapping, and
- Available drainage reports.

GCE shall conduct a site reconnaissance to inventory the existing conditions including drainage features, visible obstructions, etc. within the project area.

2. Surveying

The survey work will be performed by GCE's subconsultant, Weisser Engineering Co. (WEC) located in Houston, Texas. The scope of work for surveying tasks by WEC dated May 20, 2026 is enclosed.

3. Utility Coordination

GCE shall identify utility conflicts for the proposed project based on the project survey and available utility information received from the County, BDD4, and Pearland Airport. GCE's work shall include the following:

- Show existing utilities on plan based on the survey data, and
- Prepare a Utility Conflict Table (UCT).

GCE shall coordinate with known utility owners within the project area to relocate/adjust utilities, as needed. GCE shall schedule a utility coordination meeting and shall prepare and submit meeting minutes to the County.

4. Conceptual and Final Design

Conceptual Design

GCE shall prepare Conceptual Layout with Typical Cross Sections (Existing and Proposed). The schematic shall incorporate the recommendations of the proposed drainage improvements.

The Layout shall consist of a planimetric file of existing features and proposed improvements. The plan shall be presented at a scale of 1" = 100'. The Layout shall include the following features:

- Existing ROW, culverts, and ditch lines,
- Typical Sections, and
- Proposed drainage scheme.



GCE shall submit the Conceptual Layout to be reviewed and approved by the County prior to GCE proceeding with the Final Layout.

Final Design

GCE shall adjust the Conceptual Layout to incorporate County review feedback and prepare Final Layout.

5. Drainage Design

Upon approval of the Final Layout by County, GCE shall perform a drainage design to develop the existing and proposed hydrologic and hydraulic conditions, and a new storm drainage system for the project area. GCE's proposed work includes the following:

- a) Develop overall drainage area(s) for the study.
- b) Develop sub-drainage areas including:
 - 1) Calculate the percent impervious/ discharge coefficients.
 - 2) Calculate time of concentrations.
 - 3) Develop the 5-yr storm event flows for the drainage areas.
- c) Utilize spreadsheet calculations and/or WinStorm software for the flow computations and sizing of the conveyance system.
- d) Develop starting collection system flow line elevations and tailwater elevations.
- e) Determine inlet sizes and storm sewer pipe sizes.
- f) Perform the drainage design to replace the existing ditch system to convey peak flows from the 5-Yr design event for the project area utilizing NOAA Atlas 14 rainfall intensities.

Check the drainage design for 100-Yr. design event.

- g) Design the concrete pilot channel within the existing storm water detention basin.
- h) Review available as-built data and project survey for public and private, wet and dry utilities for conflicts and potential redesign and relocations.
- i) Prepare drainage exhibits including drainage area plans and storm sewer layout. Drainage Plans shall show locations of driveway repair/replacement as well as utility relocations based on the available as-built data, site visits, and project survey.

Drainage design shall be performed in accordance with the Brazoria County Drainage Criteria Manual dated May 2022.



B. Phase II—Final Design

Upon approval of the Preliminary Design by County, GCE shall proceed with the Design Phase services. Work shall include the following:

1. PS&E Preparation/Deliverables

GCE shall prepare final plans, details, specifications, and cost estimate in accordance with the County requirements. This shall include:

a) Prepare and Submit 60% Plans

Work shall include the following:

- 1) Coordinate with the Project's environmental consultant (CRI Environmental), BDD4, and Pearland Airport,
- 2) 60% design plans,
- 3) Table of Contents and List of Specifications,
- 4) Utility Conflict Table, and
- 5) 60% Engineers Opinion of Construction Cost.

GCE shall submit drawings in electronic format for the County's review and comments. GCE shall attend 60% submittal discussion meeting with the County. GCE shall also prepare meeting minutes capturing discussion/agreements from 60% submittal meeting.

b) Prepare and Submit Final (100%) Plans

GCE shall address the County's 60% Plan comments and prepare and submit 100% plans. 100% Submittal is anticipated to consist of the following:

- 1) Responses to 60% Submittal Comments (PDF),
- 2) Table of Contents and List of Specifications.
- 3) Final Engineers Opinion of Probable Construction Cost.
- 4) Final plans for the County's signature.
- 5) Prepare bid sets for distribution via the County's e-bid system.

Final plans, details, specifications and cost estimate in accordance with the County requirements.

2. Traffic Control Plans (TCPs)

GCE shall evaluate requirements for traffic control for the project based on FAA requirements and schedule a TCP Meeting with County/Airport. The objective of this meeting will be to develop a construction sequencing/phasing plan, and develop road/taxiway closure requirements, as required.



Based on the TCP meeting, GCE shall develop Traffic Control Plans for the project. These plans shall consist of traffic phasing, detours, temporary paving, and other features, as necessary to regulate traffic during construction per FAA requirements.

3. Storm Water Pollution Prevention Plans (SWPPP)

GCE shall prepare SWPPP for the project in accordance with the County requirements. This will include SWPP Plan, and Construction Site Notices in accordance with the current Texas Commission on Environmental Quality, TPDES General Permit for storm water discharges associated with construction activities.

4. Project Management

GCE shall attend monthly progress meetings (2 meetings) during the design phase. GCE shall also coordinate with the stakeholders including BDD4 and Pearland Airport and attend meetings as required.

5. Bid Phase Services

Work shall include the following:

a. Bid Phase Services

- 1) Provide Notice to Bidders (NTB) and list of bid items to the County in an electronic form appropriate for the e-bid system format. County is responsible for advertising.
- 2) Chair pre-bid meeting and attend Bid Opening
- 3) Respond in writing to questions from bidders and prepare addenda, and coordinate with the County as necessary.
- 4) Prepare Engineer's Recommendation of Award Letter that includes the following required content:
 - i. Check for math errors and reconcile any mathematical discrepancies.
 - ii. Review for unbalanced bid items.
 - iii. Certified Bid Tabulation including Engineer's estimate.
 - iv. Review of contractor's financial standing and references provided.
 - v. Explanation of discrepancies between the Engineer's estimate and bids.
 - vi. Recommendation to award.

- b. Attend County meeting and provide recommendation for award of Contract for Construction.



C. Phase III - Construction Phase Services

GCE work shall include the following:

- a) Attend pre-construction meeting to provide information & answer questions.
- b) Attend monthly progress meetings.
- c) Review & comment on Construction's submittals, RFIs, RFPs and change orders.
- d) Review monthly pay applications.
- e) Coordinate and review progress of work for Substantial Completion with production of a punch list.
- f) Issue letter to the County recommending acceptance & release of final payment.
- g) Provide As-Built plans.
- h) Assist the County in Contract close-out.

Project Cost

GCE shall provide the work entailed in this proposed scope of services at an estimated Lump Sum cost of \$ **\$260,306.09**. The summary of costs is provided in **Table 1**.

Direct labor: Direct labor will be charged at the following rates:

DIRECT LABOR SCHEDULE	
CLASSIFICATION	BILLING RATE
Principal	\$300.00
Project Manager	\$275.00
Project Engineer	\$220.00
Senior Engineer	\$180.00
Civil Engineer	\$165.00
CADD Manager	\$160.00
CADD Technician	\$140.00
Clerical	\$80.00
Senior Resident Engineer	\$140.00
Construction Inspector	\$90.00

The individual salaries will be adjusted annually.

Direct Expenses: Direct Expenses will be charged at cost.



Project Schedule

A project schedule including the milestones shall be determined based on the discussions with the County.

Assumptions

The proposal presented is based on the following assumptions:

1. Environmental services will be performed by others directly under County.
2. The existing geotechnical information is adequate for project design.
3. Project does not require a drainage impact analysis and/or impact mitigation measures.
4. The project does not require acquisition of additional ROW. Proposed work will be performed within the existing ROW or existing easements or easements to be secured by others.
5. County will pay for permitting and review fees related to the project, directly to reviewing agencies, if any.
6. GCE will provide full-time Construction Inspection, if requested by the County, as an out-of-scope item.

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Professional Engineering Services
CDBG-MIT Pearland Airport Drainage Improvements
Brazoria County Precinct 3
Brazoria County, Texas
Project Budget

	Task Description	Principal	Project Manager	Project Engineer	Civil Engineer	CAD Technician	Clerical	TOTAL MAN HRS	TOTAL DIRECT LABOR	Sub Coord./ Direct Expenses	Subs	TOTAL LABOR & EXPENSES
	Rate	\$300	\$275	\$220	\$165	\$140	\$80					
A.	BASIC SERVICES											
	PHASE 1 – PRELIMINARY DESIGN											
	1. Coordination and Data Collection											
	Field Reconnaissance	1	4	4				9	\$2,280.00			\$2,280.00
	Data Collection	1	4	5			16	26	\$3,780.00			\$3,780.00
	Coordination and Data Collection Subtotal	2	8	9	0	0	16	35	\$6,060.00	\$0.00	\$0.00	\$6,060.00
	2. Surveying											
	Topographic Survey								\$0.00		\$27,073.72	\$27,073.72
	Survey Coordination								\$0.00	\$2,707.37		\$2,707.37
	Survey Subtotal	0	0	0	0	0	0	0	\$0.00	\$2,707.37	\$27,073.72	\$29,781.09
	3. Utility Coordination											
	Utility coordination, Utility Conflict Table and Layout	2	6	16	16	24		64	\$11,770.00			\$11,770.00
	Attend Utility Coordination Meeting	3	4	4				11	\$2,880.00			\$2,880.00
	Utility Coordination Subtotal	5	10	20	16	24	0	75	\$14,650.00	\$0.00	\$0.00	\$14,650.00
	4. Conceptual and Final Design											
	Perform schematic design	2	6	16	16	24		64	\$11,770.00			\$11,770.00
	Prepare Schematic Layout and Typical Sections	3	4	4				11	\$2,880.00			\$2,880.00
	Incorporate Schematic Layout Comments/ prepare Final Layout	2	4	8	8	12		34	\$6,460.00			\$6,460.00
	Conceptual and Final Design Subtotal	7	14	28	24	36	0	109	\$21,110.00	\$0.00	\$0.00	\$21,110.00



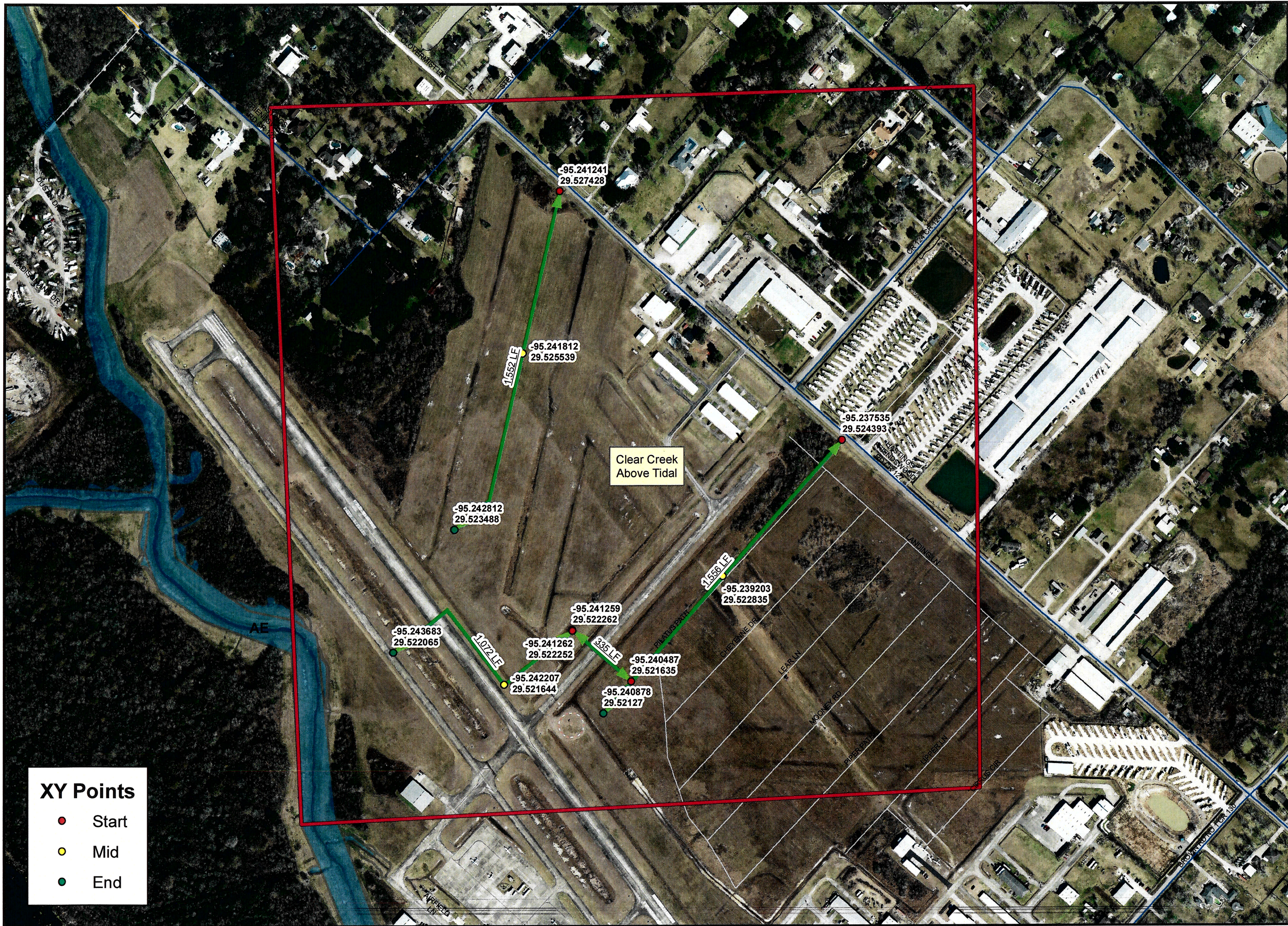
Professional Engineering Services
CDBG-MIT Pearland Airport Drainage Improvements
Brazoria County Precinct 3
Brazoria County, Texas
Project Budget

	Task Description	Principal	Project Manager	Project Engineer	Civil Engineer	CAD Technician	Clerical	TOTAL MAN HRS	TOTAL DIRECT LABOR	Sub Coord./ Direct Expenses	Subs	TOTAL LABOR & EXPENSES
	Rate	\$300	\$275	\$220	\$165	\$140	\$80					
	5. Drainage Design											
	Prepare Overall Drainage Area Maps	2	4	8	16	30		58	\$11,870.00			\$11,870.00
	Perform storm drainage system design flows	2	10	16	24	24		74	\$16,640.00			\$16,640.00
	Prepare Drainage Exhibits	2	2	8	10	24		44	\$8,960.00			\$8,960.00
	Drainage Design Subtotal	6	16	32	50	78	0	176	\$37,470.00	\$0.00	\$0.00	\$37,470.00
	Total for Phase 1 - Preliminary Design	20	48	89	90	138	16	395	\$79,290.00	\$2,707.37	\$27,073.72	\$109,071.09
B.	PHASE II - FINAL DESIGN											
	1. PS&E Preparation/Deliverables (60% and 100% Submission Levels)											
	60% PS&E Preparation	4	24	72	80	100	8	288	\$51,480.00			\$51,480.00
	Final (100%) PS&E Preparation	4	12	30	40	40	4	130	\$23,620.00			\$23,620.00
	Prepare Engineers Construction Cost Estimate (60% and Final)	2	8	16	30	16		72	\$13,510.00			\$13,510.00
	PS&E Preparation/Deliverable Subtotal	10	44	118	150	156	12	490	\$88,610.00	\$0.00	\$0.00	\$88,610.00
	2. Traffic Control Plans (TCPs)											
	Prepare TCPs	2	8	16	30	24	4	84	\$14,950.00			\$14,950.00
	Traffic Control Plans (TCPs) Subtotal	2	8	16	30	24	4	84	\$14,950.00	\$0.00	\$0.00	\$14,950.00
	3. SWPPP											
	Prepare SW3P Plans	1	2	8	10	8	4	33	\$5,700.00			\$5,700.00
	SW3P Plans Subtotal	1	2	8	10	8	4	33	\$5,700.00	\$0.00	\$0.00	\$5,700.00



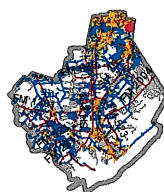
Professional Engineering Services
CDBG-MIT Pearland Airport Drainage Improvements
Brazoria County Precinct 3
Brazoria County, Texas
Project Budget

	Task Description	Principal	Project Manager	Project Engineer	Civil Engineer	CAD Technician	Clerical	TOTAL MAN HRS	TOTAL DIRECT LABOR	Sub Coord./ Direct Expenses	Subs	TOTAL LABOR & EXPENSES
	Rate	\$300	\$275	\$220	\$165	\$140	\$80					
	4. Project Management											
	Attend Meetings (2 Meetings)	2	8	8			4	22	\$4,880.00			\$4,880.00
	Project Coordination	4	8	16				28	\$6,920.00			\$6,920.00
	Project Management Subtotal	6	16	24	0	0	4	50	\$11,800.00	\$0.00	\$0.00	\$11,800.00
	5. Bid Phase Services											
	Provide Bid Phase Services	2	6	16	20	16	4	64	\$11,630.00			\$11,630.00
	Bid Phase Subtotal	2	6	16	20	16	4	64	\$11,630.00	\$0.00	\$0.00	\$11,630.00
	Total for Phase II—Final Design	21	76	182	210	204	28	721	\$132,690.00	\$0.00	\$0.00	\$132,690.00
C.	PHASE III - CONSTRUCTION PHASE SERVICES											
	Attend Precon Meeting (incl. Prepare Minutes)	2	4	0	0	0	2	8	\$1,860.00			\$1,860.00
	Attend Construction Progress Meetings	2	4	0	0	0	0	6	\$1,700.00			\$1,700.00
	Routine Construction Site Visits (6 site visits)	1	4	8	0	0	0	13	\$3,160.00			\$3,160.00
	Review and Respond to Submittals (assume 6)	1	2	4	4	0	4	15	\$2,710.00			\$2,710.00
	Review and Respond to RFIs (assume 4)	1	2	4	4	0	0	11	\$2,390.00			\$2,390.00
	Substantial Completion Walk-Thru	2	2	2	0	0	2	8	\$1,750.00			\$1,750.00
	Final Construction Walk-Thru	2	4	4	0	0	2	12	\$2,740.00			\$2,740.00
	As-Built Drawings	1	1	2	4	4	0	12	\$2,235.00			\$2,235.00
	Total for Phase III - Construction Phase Services	12	23	24	12	4	10	85	\$18,545.00	\$0.00	\$0.00	\$18,545.00
	MAN HOURS TOTAL	53	147	295	312	346	54	1,201				
	TOTAL FOR THE PROJECT	\$15,900.00	\$40,425.00	\$64,900.00	\$51,480.00	\$48,440.00	\$4,320.00		\$230,525.00	\$2,707.37	\$27,073.72	\$260,306.09



XY Points

- Start
- Mid
- End



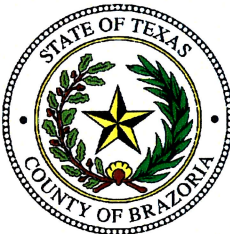
Project Location



Flood Zone

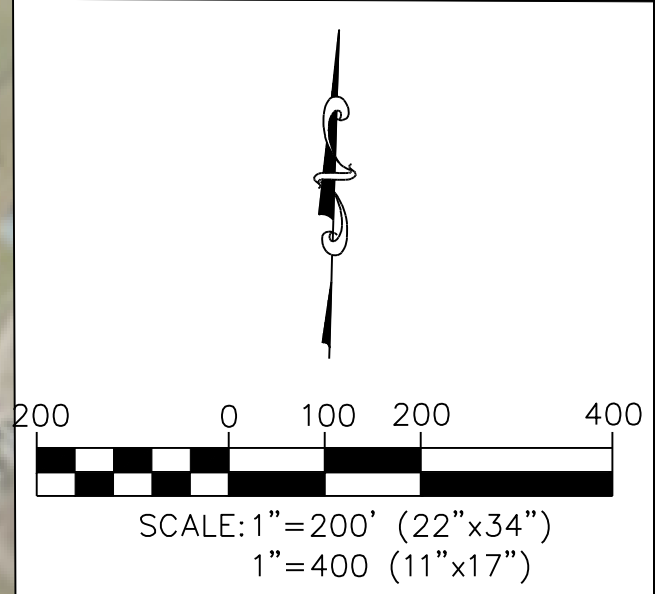
 AE
 X
 Watershed
 Project Limits Lin Ft
 County Roads
 City Street
 Private Street

Brazoria County Engineering



Pearland Airport Area
Drainage
Improvements

FIGURE 1



CDBG PEARLAND AIRPORT	
 GC ENGINEERING, INC. 2505 PARK AVE PEARLAND, TEXAS 77581 TBPE Registration No. F - 7889 Phone: (281) 412-7008 Fax: (281) 412-4623	
GC ENGINEERING, INC. PROPOSAL NO:	
SCALE:	DESIGNED BY: UKC
DATE: MAY 26, 2026	DRAWN BY: KG
SURVEYED BY:	SHEET NO: 1 OF 1
FIGURE 2	

SOURCE: GOOGLE EARTH, 2026



TABLE 1
Compensation for Professional Services
CDBG-MIT Pearland Airport Drainage Improvements
Brazoria County, Texas

A. PHASE 1 – PRELIMINARY DESIGN		<u>\$109,071.09</u>
1. Coordination and Data Collection	<u>\$6,060.00</u>	
2. Surveying		
Survey	<u>\$27,073.72</u>	
Survey Coordination	<u>\$2,707.37</u>	
	<u>\$29,781.09</u>	
3. Utility Coordination	<u>\$14,650.00</u>	
4. Conceptual and Final Design	<u>\$21,110.00</u>	
5. Drainage Design	<u>\$37,470.00</u>	
B. PHASE II - FINAL DESIGN		<u>\$132,690.00</u>
1. PS&E Preparation/Deliverables (60% and 100% Submission Levels)		
60% Plans	<u>\$51,480.00</u>	
Final (100% Plans)	<u>\$23,620.00</u>	
Cost Estimate (60% & Final)	<u>\$13,510.00</u>	
	<u>\$88,610.00</u>	
2. Traffic Control Plans (TCPs)	<u>\$14,950.00</u>	
3. SWPPP	<u>\$5,700.00</u>	
4. Project Management	<u>\$11,800.00</u>	
5. Bid Phase Services	<u>\$11,630.00</u>	
C. PHASE III - CONSTRUCTION PHASE SERVICES		<u>\$18,545.00</u>
TOTAL FOR THE PROJECT		<u>\$260,306.09</u>

PROPOSAL AGREEMENT FOR PROFESSIONAL SERVICES

Effective Date: May 20, 2026

Umesh KC, PE, CFM
GC Engineering, Inc.
2505 Park Avenue
Pearland, TX 77581
346-7734409
kcumesh@gc-engineering.com

Proposal for Professional Services in Connection With: Pearland Regional Airport CBG Project, Pearland, Brazoria County, Texas

Weisser Engineering & Surveying is pleased to submit this proposal and terms of service (together, the "Agreement") to GC Engineering, Inc. (the "Client").

I. SCOPE OF SERVICES

Weisser Engineering & Surveying will provide the following services ("Services") to Client:

1. Perform a Right-of-way Verification along CR 127. "Project Limit" lines will be depicted on the overall topographic survey. This will not be performed as a Category 1B, Condition 3 survey therefore this will not be a signed and sealed product. This is meant to depict approximate "project limit" lines based off county appraisal district information, public records and field verification.

COST: \$4,530.00 + \$373.72 state sales tax = 4,903.72

2. Perform a limited Topographic Survey along Roadway and on Airport site. Survey will include 100-ft Cross-Sections along the Route as shown on Markup. Topographic survey will depict features and utilities along Route. Topographic survey will delineate Pavement and any Drainage features within limits. Deliverable will be a CAD file as well as 11"x17" (1"=40' scale) Topographic map sheets. This survey will be performed as a limited topographic survey and not a Category 6, condition 1 Topographic survey therefore this will not be a signed and sealed product.

COST: \$16,270.00 (non-taxable)

3. Control Survey. Horizontal Survey Control shall be referenced to the Texas State Plane Coordinate System, South Central Zone, NAD83. Vertical Control shall be based on the nearest existing NGS, County or City monument. This will Provide 3 site TBM's and an adequate number of control points that are set and recoverable. Deliverable will be a survey control map on 11"X17" pdf map sheets.

COST: \$5,900.00 (non-taxable)

TOTAL COST: \$27,073.72 including state sales tax

The Client will provide the following:
Site access

II. TERMS AND CONDITIONS

1. This Agreement may only be modified by a writing acknowledging agreement of modification by both parties.

2. The Responsible Party signing this Agreement agrees to be fully responsible for the timely and complete payment for Services within thirty (30) days of invoicing. Any requests for modification of this provision must be signed by an officer or department director of Weisser Engineering & Surveying.
3. Weisser Engineering & Surveying is an independent contractor. Nothing in this Agreement forms a partnership, joint venture, employment, franchise, master-servant, or agency relationship between Client and Weisser Engineering & Surveying.
4. WEISSER ENGINEERING & SURVEYING SHALL ONLY BE LIABLE FOR DAMAGE OR LOSS TO ANY PERSON OR PROPERTY TO THE EXTENT SUCH DAMAGE OR LOSS IS CAUSED BY WEISSER ENGINEERING & SURVEYING'S NEGLIGENT ACT OR OMISSION IN CONNECTION WITH THE SERVICES. WEISSER ENGINEERING & SURVEYING'S LIABILITY TO CLIENT OR ANY OTHER PARTY FOR CLAIMS OF ANY KIND, WHETHER BASED ON CONTRACT OR TORT OR OTHERWISE RELATING TO THIS AGREEMENT, SHALL NOT EXCEED THE COMPENSATION PAID OR OWED TO WEISSER ENGINEERING & SURVEYING FOR SERVICES UNDER THIS AGREEMENT.
5. Client shall not solicit Weisser Engineering & Surveying employees for purposes of employment during the course of the Agreement or for a period of twelve (12) months thereafter. Client acknowledges and agrees that breach of this provision may result in irreparable and continuing damage to Weisser Engineering & Surveying, for which there would be no adequate remedy at law, and that, in the event of such breach, Weisser Engineering & Surveying may be entitled to equitable or injunctive relief and/or a decree for specific performance, in addition to all such other and further relief as may be available at law, in equity, or otherwise.
6. Upon request, Weisser Engineering & Surveying may make electronic files of its CAD drawings available to Client on an "as is" basis for informational purposes only that may not be relied upon for any other purpose. ALL WARRANTIES AND REPRESENTATIONS OF ANY KIND WITH REGARD TO ELECTRONIC FILES ARE DISCLAIMED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE. Since revisions or additions to design file drawings may occur at any time, Client agrees to indemnify, defend and hold harmless Weisser Engineering & Surveying, its officers, directors, agents, shareholders, and employees from and against any and all claims, suits, losses, damages or costs, including reasonable attorney's fees, arising from the use of outdated or amended design file drawings by Client or any third party, and such indemnification shall survive acceptance of said file(s) by Client or the termination of this Agreement. Client promises to notify any third party that the third party may not reasonably rely on electronic files, drawings, or documents not directly provided to such third party by Weisser Engineering & Surveying.
7. This Agreement shall be deemed entered into in Texas and shall be governed by and construed and interpreted in accordance with the laws of the State of Texas, without reference to any rules of conflict of laws. Venue shall be in Houston, Harris County, Texas.
8. In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions,

and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

9. This Agreement may be executed by facsimile or scanned and electronically transferred signatures. A copy of this Agreement bearing such a signature or signatures shall have the same force and effect as an original agreement with inked original signatures. Once signed, any reproduction of this Agreement made by reliable means (e.g., photocopy, scan, facsimile) is considered an original.
10. Client's failure to sign and return this Agreement to Weisser Engineering & Surveying within fifteen (15) days of Effective Date renders the Agreement voidable by Weisser Engineering & Surveying.
11. Notwithstanding anything to the contrary in this Agreement or any other ancillary documents, Weisser Engineering & Surveying shall not be responsible for delays caused by factors beyond Weisser Engineering & Surveying's reasonable control, including but not limited to delays because of strikes, lockouts, work slowdowns or stoppages, government ordered industry shutdowns, power or server outages, acts of nature, widespread infectious disease outbreaks (including, but not limited to epidemics and pandemics), failure of any governmental or other regulatory authority to act in a timely manner, failure of the Client to furnish timely information or approve or disapprove of Weisser Engineering & Surveying's services or work product, or delays caused by faulty performance by the Client or by contractors of any level. When such delays beyond Weisser Engineering & Surveying's reasonable control occur, Client agrees that Weisser Engineering & Surveying shall not be responsible for damages, nor shall Weisser Engineering & Surveying be deemed in default of this Agreement or any other agreement.

We appreciate the opportunity to provide this proposal. If you have any questions or comments, please do not hesitate to contact Brian Boelsche, RPLS (bboelsche@weissereng.com).

The Client, by signing below, represents that he or she has the authority to enter into this Agreement, agrees to the terms and conditions in this Agreement, is willing to be the Responsible Party, promises to pay the invoiced amount within thirty (30) days of invoicing, and authorizes Weisser Engineering & Surveying to proceed with the Services as described above.

CLIENT

GC Engineering, Inc.

By: _____

Printed Name: _____

Title: _____

Date of Acceptance: _____

WEISSER ENGINEERING & SURVEYING

Taylor R. Sass

By: _____

Printed Name: Taylor R. Sass

Title: President & CEO

Date of Acceptance: 05/20/2026

Please provide an email address for Accounts Payable contact for invoicing purposes:

EXHIBIT “B”
INSURANCE REQUIREMENTS

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/30/2026

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

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

PRODUCER Professional Liability Insurers Inc. Higginbotham Insurance Agency, Inc. 6101 Moon Street NE Suite 1000 Albuquerque NM 87111	CONTACT NAME: Eloise Hughes PHONE (A/C, No, Ext): 505-822-8114 E-MAIL ADDRESS: ehughes@higginbotham.net FAX (A/C, No): 505-822-0341														
License#: 2081754 GCENGIN-01	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A: Continental Casualty Company</td><td>20443</td></tr><tr><td>INSURER B: Valley Forge Insurance Company</td><td>20508</td></tr><tr><td>INSURER C: Travelers Casualty And Surety Company Of America</td><td>31194</td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Continental Casualty Company	20443	INSURER B: Valley Forge Insurance Company	20508	INSURER C: Travelers Casualty And Surety Company Of America	31194	INSURER D:		INSURER E:		INSURER F:	
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INSURER D:															
INSURER E:															
INSURER F:															
INSURED GC Engineering Inc 2505 Park Avenue Pearland TX 77581															

COVERAGES

CERTIFICATE NUMBER: 1790125761

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:			7038388094	5/19/2026	5/19/2027	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
A	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			7038388094	5/19/2026	5/19/2027	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000			7038388130	5/19/2026	5/19/2027	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N ☐	N / A	7038388113	5/19/2026	5/19/2027	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C	Professional Liability			0105394051	1/10/2026	1/10/2027	Each Claim 2,000,000 Aggregate 2,000,000

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

CERTIFICATE HOLDER**CANCELLATION**

Brazoria County
451 N. Velasco, Suite 230
Angleton TX 77515

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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EXHIBIT “C”
COMPLIANCE WITH LAWS

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

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

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

AGREED TO AND ACKNOWLEDGED THIS 30th DAY OF June, 2026

GC Engineering, Inc.

a Texas company

By: 

Name: Chandi Rodrigo, PE

Title: President

Date: 6/30/2026

EXHIBIT “D”
CERTIFICATE OF INTERESTED PARTIES

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

The Texas Ethics Commission has posted a video which explains the process on how to submit Form 1295. The video link is available on the Brazoria County Purchasing website at <http://www.brazoria-county.com/purch/Index.asp>.

EXHIBIT “E”
CONFLICT OF INTEREST DISCLOSURE

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

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

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

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

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

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

EXHIBIT “F”
CONTRACT AMENDMENTS

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