

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 Halff Associates, Inc., a Texas Corporation, hereinafter referred to as "Consultant".

RECITALS

The County intends to construct infrastructure improvements along CR 244 as part of the Wild Peach 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:

Halff Associates
9303 New Trails Dr, The Woodlands, TX
Suite 400
ATTN: Long Nguyen, PE
Email: LNGUYEN@halff.com
Phone: 936-777-6379

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

Halff Associates

a Texas company

By: _____

L.M. (Matt) Sebesta, Jr

County Judge

Date: _____

By:  _____

Name: Long Nguyen, PE

Title: Vice President

Date: 07-24-2025

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

INSERT PROPOSAL AND SCHEDULE



July 1, 2025

Barbara Martinez
Engineer
451 N. Velasco Street, Suite 230
Angleton, TX 77515

RE: Proposal for Construction Engineering and Inspection and Construction Materials Testing Services
Wild Peach Village Drainage Improvements

Dear Mrs. Martinez:

Halff Associates Inc. (Halff) is pleased to submit our proposal to provide Construction Engineering and Inspection (CEI) and Construction Materials Testing (CMT) services for the Wild Peach Village Drainage Improvements project for Brazoria County. Halff was contracted by Brazoria County to perform engineering services on May 9th, 2019. The original scope of work consisted of Survey, Environmental, Civil Design, Drainage Analysis, Geotechnical, and Construction Administration services for the original fee amounts shown below:

Original Design Phase Services

1. Topographic Survey (Landtech)	\$ 197,040.00	(Lump Sum)
2. Environmental (Halff)	\$ 41,300.00	(Lump Sum)
3. Civil Design Services (Halff)	\$ 228,900.00	(Lump Sum)
4. Drainage Analysis (Halff)	\$ 41,500.00	(Lump Sum)
5. Geotechnical (ATL)	\$ 17,930.00	(Lump Sum)
6. Construction Administration (Halff)	\$ 54,880.00	(Lump Sum)
Total:	\$ 581,550.00	

The original Construction Administration effort of \$54,880 will not cover the scope needed to provide CEI and CMT. This proposal will provide the CEI and CMT services needed during the 6 months of construction.

The CEI and CMT services proposed are further described in Attachment "A". For these services, Halff requests a total budget amount of **\$539,887.00** billed on a monthly and Cost-Plus Max basis, as noted in Attachment "A". Halff estimates the following services and fees for these services:

CEI & CMT Services

1. Construction Engineering and Inspection (Halff)	\$ 359,790.00	(Cost-Plus Max)
2. Construction Material Testing (ATL)	\$ 206,954.00	(Cost-Plus Max)
3. Reimbursable Expenses	\$ 28,023.00	(Reimbursable)
Total:	\$ 594,767.00	
Original Construction Administration:	\$ 54,880.00	
Adjusted Total:	\$ 539,887.00	



We appreciate the opportunity to be of service to you and Brazoria County on this very important project. Please feel free to contact me if you have any questions or comments concerning this proposal at 936-777-6385 or jbielstein@halff.com.

Sincerely,
Halff Associates, Inc.

A handwritten signature in blue ink, appearing to read "Jim Bielstein".

James "Jim" Bielstein
Public Works Team Leader

Attachments:

Attachment "A": Detailed Scope of Services

Attachment "B": Detailed Level of Effort

Attachment "C": Proposal for Construction Material Testing Services

Cc. File

Attachment "A"

Project Understanding

Halff will serve as Brazoria County's project field representative and engineer of record to report on observed field conditions and coordinate materials and lab testing with Associated Testing Laboratories for quality control. The primary goal is to observe that the construction work proceeds in accordance with the approved plans and specifications for the Wild Peach Village Drainage Improvements dated April 2nd, 2025.

Task 1: Construction Engineering and Inspection Services

Construction duration is assumed to be 180 calendar days over 6 months as per the contract documents. Halff will perform all items under this task. Services to be rendered include the following:

- 1.1 Monthly invoicing and progress reports.
- 1.2 Facilitate the pre-construction meeting and compilation of notes for distribution.
- 1.3 Perform construction field inspection, including daily reports. Assume 123 inspection days (5 per week). Prepare daily reports recording observed Contractor's and Subcontractors present at the site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions. Site Visitors, deliveries of equipment or materials, known weekly activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures.
- 1.4 Review and respond to submittals and maintain a submittal log.
- 1.5 Review and respond to request for information (RFI's) and maintain an RFI log.
- 1.6 Review and respond to change orders.
- 1.7 Design changes/plan revisions.
- 1.8 Preparation of Record Drawings
- 1.9 Attend up to twelve (12) in-person construction meetings on-site, which will be held biweekly. Compile notes and distribute meeting minutes.
- 1.10 Attend up to six (6) virtual construction meetings. Compile notes and distribute meeting minutes. Assume 1 meeting each month.
- 1.11 Perform construction site visits assuming one (1) visit every month during construction to review contractor progress and observe critical items of construction. Assume 6 visits in total.
- 1.12 Review contractor payment applications for compliance with the schedule of quantities, work completed, materials and equipment delivered at the project site. Use previous site visits, inspector's daily reports, and site observation reports.

- 1.13 Coordination with private utilities to facilitate relocations of conflicts not previously identified during the design phase.
- 1.14 Attend one (1) substantial completion walkthrough. Provide punch-list items for Contractor.
- 1.15 Attend one (1) final completion walkthrough.
- 1.16 Administrative project management, including record keeping, document control, and filing of all project-related correspondence, reports, plans, technical data, etc.
- 1.17 Review and approval of contractor schedule(s).
- 1.18 Coordination of Contractor work schedule and hours.
- 1.19 Coordination with homeowners during construction.
- 1.20 Review testing laboratory reports.
- 1.21 Item 1 services are on a Cost-Plus Max basis and will be billed monthly.

Task 2: Construction Material Testing Services

Services will be subcontracted to Associated Testing Laboratories Inc.

- Scope of Services
 - See Attachment “C”
- Schedule
 - See Attachment “C”
- Billing
 - See Attachment “C”. Subcontract invoices will be submitted as they are received in the amount received and approved up to the not-to-exceed budget included in the attached proposal along with a 10% subcontract markup.

Task 3: Reimbursable Expenses

Direct costs, including printing, plotting and reproduction, postage, mileage (IRS Business Mileage Rate), meals (2025 GSA Rate), and Lodging (2025 GSA Rate) will be considered reimbursable. They will be billed separately at 1.0 times the direct cost incurred. Direct costs incurred will be carefully monitored during the progress of this project and the fees will not exceed the amount without prior approval from client.

SERVICES NOT INCLUDED IN THIS SCOPE OF WORK:

The services or deliverables listed below are specifically excluded from the scope of services included in this fee proposal. However, should the need for any of these services arise, Halff would be capable and willing to provide requested service(s) corresponding to a scope, fee, and schedule that is agreeable to the County.

- Attending public meetings
- Acquiring Right of Entries
- Halff shall not have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Contractor, or the safety precautions and programs incident thereto, for security or safety at the project site, nor for any failure of a Contractor to comply with laws and regulations applicable to such Contractor's furnishing and performing of its work.

List of assumptions:

1. Construction duration of 123 working days
2. No holiday or weekend work
3. Travel time to and from the site is billable
4. Halff shall have the authority to stop the contractor's work at any time
5. Inspector can bill coordination time with the County, Contractor, Material Testing Lab, etc.

Any additional services required beyond those specifically identified in this proposal are beyond the scope of services to be provided. Additional services, if requested, will be separately identified, and negotiated and such additional scope and commensurate fee will be authorized under a supplemental agreement to this proposal/contract.

Attachment "B" - Level of Effort Wild Peach Village Drainage Improvements Construction Engineering and Inspection and Construction Materials Testing Services

Date: 7/1/2025

This level of effort is for estimating purposes only. Actual billing rates will be actual raw labor rates times 3.45 multiplier

	Project Manager	Project Engineer	Record Keeper	Senior CADD Technician	Inspector	Admin	Total Hours	Total Cost
HOURLY RATE	\$ 200	\$ 180	\$ 120	\$ 135	\$ 165	\$ 90		
Construction Engineering and Inspection Services:								
Task 1 - CEI Services								
1.1 Monthly Invoicing & Progress Reports (assume 6 months)		4				8	12	\$ 1,440
1.2 Facilitate Pre-Construction Meeting and Distribute Notes	6	6			6		18	\$ 3,270
1.3 Perform Inspections, Including Daily Reports (assume 123 days, 5 per week)					1,230		1,230	\$ 202,950
1.4 Respond to Submittals & Submittal Log	8	40					48	\$ 8,800
1.5 Respond to RFI & RFI Log	8	40					48	\$ 8,800
1.6 Review Change Orders	8	40					48	\$ 8,800
1.7 Plan Revisions	4	16		24			44	\$ 6,920
1.8 Preparation of Record Drawings	2	8		24			34	\$ 5,080
1.9 Attend In Person Biweekly Progress Meetings (assume 12 meetings)		96			96		192	\$ 33,120
1.10 Attend Virtual Meetings (assume 6 meetings)	6	6			6		18	\$ 3,270
1.11 Construction Site Visits (assume 6 visits)	36	36					72	\$ 13,680
1.12 Review Contractor Payment Applications	6	18			24		48	\$ 8,400
1.13 Coordination With Private Utilities	4	24			32		60	\$ 10,400
1.14 Attend Substantial Completion Walkthrough and Provide Punch-List	8	8			8		24	\$ 4,360
1.15 Attend Final Completion Walkthrough	8	8			8		24	\$ 4,360
1.16 Administrative Project Management, Including Record Keeping	2	16	96				114	\$ 14,800
1.17 Review and Approval of Contractor Schedule(s)	2	6			12		20	\$ 3,460
1.18 Coordination of Contractor Work Schedule and Hours		8			8		16	\$ 2,760
1.19 Coordination with Homeowners		8			16		24	\$ 4,080
1.20 Review Testing Laboratory Reports		32			32		64	\$ 11,040
Subtotal Hours	108	420	96	48	1,478	8	2,158	
Subtotal Fee	\$ 21,600	\$ 75,600	\$ 11,520	\$ 6,480	\$ 243,870	\$ 720		\$ 359,790
TOTAL FEES: CEI SERVICES								\$ 359,790

Construction Materials Testing Services:								
Task 2 - CMT Services								
2.1 Construction Materials Testing								\$ 188,140
2.2 Subconsultant Coordination								\$ 18,814
Subtotal Fee								\$ 206,954
TOTAL FEES: CMT SERVICES								\$ 206,954

Attachment "B" - Level of Effort
Wild Peach Village Drainage Improvements
Construction Engineering and Inspection and Construction Materials Testing Services

Date: 7/1/2025

This level of effort is for estimating purposes only. Actual billing rates will be actual raw/labor rates times 3.45 multiplier

	Project Manager	Project Engineer	Record Keeper	Senior CADD Technician	Inspector	Admin	Total Hours	Total Cost
HOURLY RATE	\$ 200	\$ 180	\$ 120	\$ 135	\$ 165	\$ 90		

Reimbursable Expenses:

Task 3 - Reimbursable Expenses	Units	No. Units	Unit Cost	
3.1 Meals (2025 GSA Rates)	Per Day	123	\$ 74.00	\$ 9,102
3.2 Lodging (2025 GSA Rates)	Per Day	123	\$ 111.00	\$ 13,653
3.3 Vehicle Mileage	Per Mile	7,525	\$ 0.70	\$ 5,268
Subtotal Fee				\$ 28,023
TOTAL FEES: REIMBURSABLE EXPENSES				\$ 28,023

TOTAL FEES: CEI SERVICES, CMT SERVICES, & REIMBURSABLE EXPENSES

ORIGINAL DESIGN PHASE SERVICES: CONSTRUCTION ADMINISTRATION	\$ 594,767
REQUESTED FEE: (CEI SERVICES, CMT SERVICES, & REIMBURSABLE EXPENSES) - (ORIGINAL DESIGN PHASE SERVICES CONSTRUCTION ADMINISTRATION)	\$ 54,880
	\$ 539,887

Attachment “C”

SUB-CONSULTANT PROPOSAL – CONSTRUCTION MATERIAL TESTING SERVICES

HALFF Associates, Inc
Houston, Texas

Attention: Derek Wedel, P.E.
dwedel@halff.com

Project: Wild Peach Village Drainage Improvements Project.

Dear Mr. Wedel:

As per your request we are pleased to submit our cost estimate proposal for the above referenced project. The total was estimated using the quantities and specifications provided in drawings and construction specifications; an estimate work sheet is included with this letter. Actual charges will be based on the services requested and provided.

Scope of Work

The construction material testing, and inspection will include the following broad services:

1. Concrete Testing – headwalls.
2. Soils Testing – Utility Trench Backfill and pavement subgrade.
3. Monitoring and testing using nuclear density equipment for asphalt pavement.
4. Professional Engineer Review.

The services will include both field and laboratory work. We appreciate the opportunity to present this cost estimate. Should you have any questions, please do not hesitate to contact us.

Site Safety

Site safety is the responsibility of the contractor. Therefore, we will notify the contractor's site representative, and your Project Inspector if/as directed by you for this project, whenever we are on site. The general contractor will also need to assign someone to sign our Daily Field Reports (DFRs) whenever our technicians and/or inspectors are onsite. This should be established at or before our pre-construction meeting.

Budget Estimate and Assumptions

Based on the details provided at the time of this proposal, ATL has estimated a budget of **\$188,140.00**. It should be noted that this proposal is only an estimate and that it may be impacted by unavoidable events like construction hours, delays from on-site safety meetings or orientations, permits, utility clearance, access issues, and weather-related issues. Actual charges will be based on the services requested and provided.

The enclosed budget allows up to 27 inspection days to monitor the 91,000 SF of earthwork relating to the paving including proof roll and compaction on treated subgrade. Test frequency in the paving areas is assumed at 1 test per lift per 5,000 SF. ATL has included 23 inspection days for the earthwork relating to the embankments.

The enclosed budget allows up to 41 inspection days to monitor the earthwork relating to the utility trench backfill. Test frequency in the utility trenches is assumed at 1 test per lift per 100 LF.

On all pours, concrete cylinders will be cast at a minimum rate of 4 cylinders per mix per day or one set of 4 cylinders per mix per 100 cubic yards, whichever is greater.



Phone.
713.748.3717



Email.
wilmer@associatedtesting.com



Address.
10450 Corporate Drive
Sugar Land Texas 77478

Enclosed budget assumes the following number of pours:

A. Culvert Crossings, Headwalls: 28 pours

The budget allows up to 12 inspection days to monitor the asphalt placement and inspection. ATL has assumed monitoring to be performed on an average 10 hour per day basis, during this task.

Enclosed budget assumes 12 cores of asphalt placed to verify thickness and density. ATL has assumed 2, 8-hour inspection day, during this task.

The sequencing and pace of construction will ultimately drive the final costs associated with our observations. Attached to this letter, and an integral part of our proposal, are our "Terms and Conditions of Service". Please complete and return that page to ATL to indicate acceptance of this proposal and to initiate work on the above-referenced project. The Client's signature below also indicates that he/she has read or has had the opportunity to read the accompanying Terms and Conditions of Service and agrees to be bound by such Terms and Conditions of Service.

Proposal Acceptance

To accept our proposal and authorize the services requested, please sign below where indicated, and return a copy to our office.

Closure

Thank you for your consideration of Associated Testing Laboratories, Inc. We look forward to working with you on this project. Please contact us if you have any questions or require additional information.

Sincerely,
Associated Testing Laboratories, Inc.



Wilmer Rubio
Project Estimator

Authorized Signature: _____

Name: _____ Date: _____



Phone.
713.748.3717



Email.
wilmer@associatedtesting.com



Address.
10450 Corporate Drive
Sugar Land Texas 77478

BUDGET ESTIMATE

Description	Quantity	Rate	Units	Amount
PERSONNEL				
Project Engineer, P.E.	110	\$ 176.00	Hour	\$ 19,360.00
Senior Technician	785	\$ 96.00	Hour	\$ 75,360.00
Senior Technician O/T	205	\$ 144.00	Hour	\$ 29,520.00
Technician	200	\$ 69.00	Hour	\$ 13,800.00
Technician (Non-Certified)	120	\$ 59.00	Hour	\$ 7,080.00
Vehicle Charge	1105	\$ 13.00	Hour	\$ 14,365.00
Admin/Clerical Support	110	\$ 75.00	Hour	\$ 8,250.00
Nuclear Density Equipment Rental	990	\$ 13.00	Hour	\$ 12,870.00
		Subtotal:	\$ 180,605.00	
SOILS & TREATED SOILS				
Liquid & Plastic Limits (ASTM D-4318)	3	\$ 76.00	Each	\$ 228.00
Percent Passing #200 Sieve (ASTM D-1140)	3	\$ 59.00	Each	\$ 177.00
OMD Standard Compaction (ASTM D-698)	3	\$ 246.00	Each	\$ 738.00
OMD Modified Compaction (D-1557)	3	\$ 263.00	Each	\$ 789.00
OMD Modified Compaction, Treated (ASTM D-698)	3	\$ 289.00	Each	\$ 867.00
Cement Sand Compressive Strength (ASTM D-1633)	10	\$ 86.00	Each	\$ 860.00
		Soils & Treated Soils Subtotal:	\$ 3,659.00	
PORTLAND CEMENT CONCRETE				
Compressive Strength (Cylinder)	120	\$ 21.00	Each	\$ 2,520.00
		Portland Cement Concrete Subtotal:	\$ 2,520.00	
ASPHALT TESTING SERIES				
Asphalt Coring (4" Diameter to 6" Thickness)	12	\$ 113.00	Each	\$ 1,356.00
		Subtotal:	\$ 1,356.00	
		Grand Total:	\$ 188,140.00	

**Minimum 4-hour charge per trip; Overtime will be charged 1.5 times to the regular rate (before and after 6am/pm and all day on weekends)*

GENERAL CONDITIONS

1. LABORATORY will represent CLIENT in a professional manner, using proper skills and care normally associated with the type of project and geographical location of the PROJECT.

2. No warranty is intended or implied other than the LABORATORY will use all proper skills and care as detailed in section above

3. THE LABORATORY is not responsible for locating or identifying underground utilities. Although the LABORATORY will take all reasonable care to avoid damage or injury to subterranean structures or utilities, the CLIENT agrees to hold the LABORATORY harmless for any damages to subterranean structures, which are not called to LABORATORY'S attention and correctly shown on the plans furnished. The client further agrees to provide the right of entry to the LABORATORY and all necessary equipment required to complete the work. While the LABORATORY will take all reasonable precautions to minimize any damage to the property, it is understood by the client that in the normal course of work some damage may occur, the correction of which is not part of this agreement.

FEE PAYMENT:

1. Payment is due upon receipt of invoice. LABORATORY reserves the right to withhold any letters and reports pending payment for services.

DISPUTE RESOLUTION:

The CLIENT agrees that any and all disputes, disagreements or claims between LABORATORY and the owner and all construction contractors and subcontractors or any other interested party on the project arising from LABORATORY's professional acts, errors omissions or any other reasons will be resolved by Mandatory binding arbitration. The CLIENT further agrees to require of the contractor and his subcontractors and all interested party, an identical dispute resolution agreement for any and all disputes, disagreements or claims between the LABORATORY and the contractor, subcontractor or any other interested party arising from LABORATORY's professional acts, errors, omissions, or any other reasons. the dispute resolution clause will be applicable to all successors or assigns.

LIMITATION OF LIABILITY:

The CLIENT agrees to limit LABORATORY'S liability to the owner and all construction contractors and sub-contractors on the project arising from LABORATORY'S professional acts, errors, or omissions, such that the total aggregate liability of LABORATORY to all those named shall not exceed LABORATORY'S total fee for the services rendered on this project. The CLIENT further agrees to require of the contractor and his subcontractors an identical limitation of LABORATORY'S liability for damages suffered by the contractor or subcontractor arising from LABORATORY'S professional acts, errors, or omissions. Neither the contractor nor the subcontractor assumes ant liability for damages to others, which may arise on account of LABORATORY'S professions acts, errors, or omissions.

EXTENT OF AGREEMENT:

This agreement, including these terms and conditions, represents the entire agreement between LABORATORY and CLIENT and supersedes any previous agreements, negotiations, or representations, whether oral or written. This agreement may be amended only in writing, signed by both LABORATORY and CLIENT

CONFIDENTIALITY:

Definition of Confidential Information. For purposes of this Agreement, "Confidential Information" shall include all information or material that has or could have commercial value or other utility in the business in which Disclosing Party is engaged. If Confidential Information is in written form, the Disclosing Party shall label or stamp the materials with the word "Confidential" or some similar warning. If Confidential Information is transmitted orally, the Disclosing Party shall promptly provide a writing indicating that such oral communication constitutes Confidential Information.

Exclusions from Confidential Information. Receiving Party's obligations under this Agreement do not extend to information that is: (a) publicly known at the time of disclosure or subsequently becomes publicly known through no fault of the Receiving Party; (b) discovered or created by the Receiving Party before disclosure by Disclosing Party; (c) learned by the Receiving Party through legitimate means other than from the Disclosing Party or Disclosing Party's representatives; or (d) is disclosed by Receiving Party with Disclosing Party's prior written approval.

Obligations of Receiving Party. Receiving Party shall hold and maintain the Confidential Information in strictest confidence for the sole and exclusive benefit of the Disclosing Party. Receiving Party shall carefully restrict access to Confidential Information to employees, contractors, and third parties as is required and shall require those persons to sign nondisclosure restrictions at least as protective as those in this Agreement. Receiving Party shall not, without prior written approval of Disclosing Party, use for Receiving Party's own benefit, publish, copy, or otherwise disclose to others, or permit the use by others for their benefit or to the detriment of Disclosing Party, any Confidential Information. The receiving Party shall return to the Disclosing Party any and all records, notes, and other written, printed, or tangible materials in its possession pertaining to Confidential Information immediately if Disclosing Party requests it in writing.

Time Periods. The nondisclosure provisions of this Agreement shall survive the termination of this Agreement and Receiving Party's duty to hold Confidential Information in confidence shall remain in effect until the Confidential Information no longer qualifies as a trade secret or until Disclosing Party sends Receiving Party written notice releasing Receiving Party from this Agreement, whichever occurs first.

Relationships. Nothing contained in this Agreement shall be deemed to constitute either party a partner, joint ventures or employee of the other party for any purpose.

Severability. If a court finds any provision of this Agreement invalid or unenforceable, the remainder of this Agreement shall be interpreted so as best to affect the intent of the parties.

Integration. This Agreement expresses the complete understanding of the parties with respect to the subject matter and supersedes all prior proposals, agreements, representations, and understandings. This Agreement may not be amended except in a writing signed by both parties.

Waiver. The failure to exercise any right provided in this Agreement shall not be a waiver of prior or subsequent rights.

Initials _____

EXHIBIT "B"
INSURANCE REQUIREMENTS

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

EXHIBIT "C"
COMPLIANCE WITH LAWS

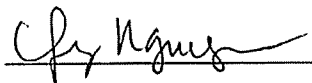
The Consultant agrees to abide by any and all applicable Federal and state laws. The following list of Federal laws is illustrative of the type of requirements generally applicable to transportation projects. It is not intended to be exhaustive. The Consultant shall require that its contractors and subcontractors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

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

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

AGREED TO AND ACKNOWLEDGED THIS 24 DAY OF July, 2025

Halff Associates
a Texas company

By: 

Name: Long Nguyen, PE

Title: Vice President

Date: 07-24-2025

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>.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 2

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

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2025-1341767

Date Filed:
07/25/2025

Date Acknowledged:

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

Half Associates, Inc.
Richardson, TX United States

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

Brazoria County

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.

ITB 25-51
Construction Engineering and Inspection Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Atkinson, Erin	Fort Worth, TX United States	X	
	Baker Daily, Jessica	Richardson, TX United States	X	
	Cranston, Shaun	Austin, TX United States	X	
	Engelhardt, Cindy	Austin, TX United States	X	
	French, Sherri	Frisco, TX United States	X	
	Hollis, Leigh	Frisco, TX United States	X	
	Ickert, Andrew	Fort Worth, TX United States	X	
	Jackson, Todd	Austin, TX United States	X	
	Murray, Menton	McAllen, TX United States	X	
	Pylant, Ben	Fort Worth , TX United States	X	
	Sagel, Joseph	Richardson, TX United States	X	
	Smith, Ryan	Richardson, TX United States	X	

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

2 of 2

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

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2025-1341767

Date Filed:
07/25/2025

Date Acknowledged:

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

Half Associates, Inc.
Richardson, TX United States

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

Brazoria County

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.

ITB 25-51
Construction Engineering and Inspection Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.

☐

6 UNSWORN DECLARATION

My name is Long Nguyen, and my date of birth is 1/20/1986.

My address is 9303 New Trails Drive Suite 400, The Woodlands, TX, 77381, USA.
(city) (state) (zip code) (country)

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

Executed in Montgomery County, State of Texas, on the 25th day of July, 2025.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)

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

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

THERE ARE NO KNOWN BUSINESS RELATIONSHIPS BETWEEN HALFF ASSOCIATES, INC. OR ANY OF ITS EMPLOYEES OR PRINCIPALS WITH THE LOCAL GOVERNMENTAL ENTITY

2 ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

None

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes

☐ No

NOT APPLICABLE

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes

☐ No

NOT APPLICABLE

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

NONE

6 ☐ N/A Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 

Signature of vendor doing business with the governmental entity

7/28/2025

Date

EXHIBIT "F"
CONTRACT AMENDMENTS

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