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 CEDNA Engineering, 209 E. Henderson Rd., Angleton, TX, a Texas Corporation, hereinafter referred to as "Consultant".

RECITALS

The County intends to enter into a professional service contract as it relates to HUD M-23-UC-48-0230 CFDA 14.239 federally funded by the HOME Investment Partnership Program, 105 Prewitt Lane, West Columbia, TX 77486 hereinafter called "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 Emergency Management Agency, the Environmental Protection Agency, and the Texas Commission on Environmental Quality as applicable to the project. Other Federal and local funding sources may impose additional and/or differing 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 Brazoria County Community Development ("BCCD"), 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 BCCD 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 a professional, reasonable and prudent manner in accordance with the Brazoria County Community Development Department's adopted Rehabilitation and Reconstruction Minimum Property Standards and Technical

Specifications, as amended, and all requirements of the HOME Investment Partnerships Program under 24 C.F.R. § 92.251, all applicable rehabilitation and reconstruction property standards for HOME-assisted housing. The Consultant shall ensure that all plans, specifications, engineering designs, inspections, certifications, and recommendations are prepared to support the construction of housing that is safe, sanitary, durable, code-compliant, and suitable for long-term occupancy.

6.02 The Consultant shall prepare all engineering documents and perform all services in compliance with applicable Federal, State, and local laws, regulations, ordinances, building codes, environmental requirements, and permitting requirements, including, but not limited to:

- HOME Investment Partnerships Program regulations (24 C.F.R. Part 92);
- Brazoria County Rehabilitation and Reconstruction Minimum Property Standards and Technical Specifications;
- International Residential Code (IRC);
- International Existing Building Code (IEBC), where applicable;
- International Energy Conservation Code (IECC);
- Texas Department of Insurance (TDI) Windstorm requirements;
- Applicable accessibility requirements under Section 504 of the Rehabilitation Act, the Americans with Disabilities Act (ADA), and the Fair Housing Act;
- All applicable floodplain management, environmental, and local jurisdictional requirements.

6.03 Engineering services shall include consideration of all rehabilitation and reconstruction requirements necessary to ensure compliance with Brazoria County's adopted standards, including, where applicable, structural integrity, foundation systems, windstorm design, drainage, grading, utility systems, accessibility modifications, energy efficiency requirements, disaster mitigation measures, and other engineering elements necessary to achieve compliance with the approved project scope and applicable HOME regulations.

6.04 The Consultant shall coordinate with Brazoria County Community Development staff, the County's construction inspector, and other project professionals, as necessary, to ensure that all engineering documents are consistent with the approved Scope of Work, the County's Technical Specifications, and the applicable Rehabilitation and Reconstruction Minimum Property Standards. Any deficiencies identified during plan review or construction that affect compliance with these standards shall be promptly corrected by the Consultant without additional compensation unless such revisions result from a County-approved change in project scope.

6.05 The Consultant acknowledges that all engineering services performed under this Agreement shall support the County's obligation to ensure HOME-assisted rehabilitation and reconstruction projects comply with all applicable property standards at project completion and throughout the applicable affordability period as required by HUD regulations.

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:	**Consultant:**
Brazoria County Community Development	Cedna Engineering
1524 E. Mulberry St, Suite 162	209 E. Henderson Rd
Angleton, TX 77515	Angleton, TX 77515
ATTN: Stephanie Ebarra	ATTN: Tom Sbrusch
Email: SEbarra@brazoriacountytx.gov	Email: Tom@cedna.net
Phone: 979-864-1961	Phone: 979-864-3442

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
Severability

18.01 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 19
Merger

19.01 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 20
Boycott Verification

20.01 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

20.02 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.

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

Article 21
Attachments

21.01 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

22.01 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	**CEDNA Engineering**
	a Texas company
By: _____	**By: _____**
L.M. (Matt) Sebesta, Jr	**Name: Tom Sbrusch**
County Judge	**Title: President, Managing Partner**
Date: _____	**Date: _____**

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

Scope of Work

Cedna Engineering understands the Brazoria County seeks highly qualified teams to provide engineering and energy code services for HUD homes located in Brazoria County.

As a subconsultant, Cedna Engineering will support the prime team with licensed Windstorm Engineering and Inspection services. This includes design coordination of code-compliant windstorm elements, sealed plans, submittals and a WPI-8 to the Texas Department of Insurance (TDI), and site inspections for certification at major milestones.

We will ensure that all windstorm-related systems (roof assemblies, wall connections, windows/doors, and other exterior envelope systems) meet the stringent requirements of the Texas Windstorm Insurance Association (TWIA) and TDI. Additionally, we will provide construction phase inspections and coordination for phased or occupied site work, ensuring minimal disruption and compliance throughout.

Firm Experience

Similar Projects

- Mont Belvieu EMS
- Brazoria County Jail
- Alvin Fire Station

Completed Projects (Past 5 Years)

1. Pearland Constable's Office Renovation
   - Location: Pearland, TX
   - Completion Date: 2024
   - Client: Brazoria County
   - Contact: Gerald Hendrick, (979) 864-1676

2. Brazoria County Fire Training Facility
   - Location: Angleton, TX
   - Completion Date: 2025
   - Client: iAD Architects
   - Contact: Brent Bowles, (979) 297-1411

CEDNA ENGINEERING

www.cedna.net

209 E. Henderson Rd.
Angleton, Tx 77515
F-10683

Quote for HUD Home Project

Thank you for the opportunity to provide a quote for windstorm services for your new project.
Structures receiving services: One (1) new residential homes

Addresses : **1406 N Gulf Blvd, Freeport, TX 77541**

Scope Item	Actual Fee	Marked Up Fee
Engineered Foundation	$2,800.00	$2,800.00
Engineered Plans	$2,250.00	$2,250.00
Radon Review & Compliance Letter	$5,975.00*	$7,700.00
Geotech Report	$7,800.00*	$9,500.00
Architectural Plan	$3,375.00	$3,375.00
REScheck	$725.00	$725.00

*Amount to be paid to subcontractor

Not included:

- Survey
- Blower door/ pressure testing
- Insulation inspections
- IRC plumbing/ mechanical/ electrical inspections
- Driveway engineering

Total fee for services: $26,350.00

CEDNA
ENGINEERING

Brazoria County HUD Homes Project Schedule:
1406 N Gulf Blvd, Freeport, TX 77541

This schedule is limited to professional engineering and design services only and does not include demolition, bidding, contractor procurement, permit application or review, or construction activities.

The schedule is presented in calendar days, with a total project duration not to exceed 120 calendar days from the Notice to Proceed. Activities are intentionally overlapped where appropriate to maximize efficiency, facilitate multidisciplinary coordination, and ensure timely completion of all professional engineering and design services within the required project duration.

Durations shown are approximate and may be adjusted as necessary to accommodate agency review comments or owner-requested revisions, provided the overall project duration does not exceed 120 calendar days.

Task	Start	Finish	Deliverable
Professional Services Agreement / Notice to Proceed	1	7	Executed Agreement
Geotechnical Investigation	8	28	Soils Report & Foundation Recommendations
Preliminary Floor Plans	8	21	30% Architectural Design
County Review	22	35	Review Comments
Final Floor Plans	36	49	100% Architectural Plans
REScheck	49	54	Energy Compliance Documentation
Preliminary Engineered Plans	43	63	30% Engineered Plans
County Review	64	70	Review Comments
Radon Mitigation Design	64	71	Radon Compliance Comments

Final Engineered Planset	71	84	Final Engineered Plans
Final County Approval	85	91	County Approval
Final Deliverables	92	105	Complete Engineering Design Package
Buffer/ Administrative Float	106	120	Final Revisions & Permit Ready Package

Gantt Chart

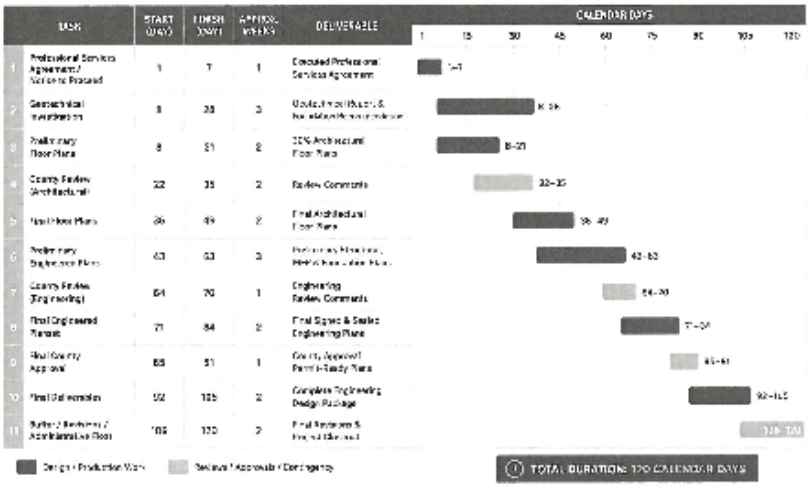

EXHIBIT "B"
INSURANCE REQUIREMENTS

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.

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/17/2026

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 Hagan Risk Partners 2700 TX-35 Angleton TX 77515	CONTACT NAME: Amy Lozano PHONE (A/C, No, Ext): (979) 297-2433 FAX (A/C, No): E-MAIL ADDRESS: Amy@haganrp.com
INSURED Cedna Engineering 209 E HENDERSON RD ANGLETON TX 77515-2737	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Lyndon Southern Insurance Company INSURER B : Progressive County Mutual Ins Co — 29203 INSURER C : Texas Mutual INSURER D : Hiscox Ins Co Inc — 10200 INSURER E : INSURER F :

COVERAGES CERTIFICATE NUMBER: CL2641702212 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	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			ABOP-TX-1003527-00	02/06/2026	02/06/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Employee Benefits	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
B	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] HIRED AUTOS ONLY [X] SCHEDULED AUTOS [ ] NON-OWNED AUTOS ONLY			993667496	03/17/2026	03/17/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) PIP-Basic	$ 1,000,000 $ $ $ $ 2,500
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE 	$ $ $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		0001207011-8	12/09/2025	12/09/2026	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
D	Professional Liability			P100.3442.414.12	08/06/2025	08/06/2026	Each Claim Aggregate for all Claims	2,000,000 2,000,000

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

The policy General Liability includes a blanket automatic additional insured and waiver of subrogation endorsement that provides additional insured status to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status for the general liability policy. (Endorsement # C10101 and C10165)

CERTIFICATE HOLDER	CANCELLATION
Evidence of Insurance	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 Amy Lozano

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EXHIBIT "C"
COMPLIANCE WITH FEDERAL LAWS

The Consultant acknowledges that HUD financial assistance will be used to fund this contract, and 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 housing construction design projects. It is not intended to be exhaustive. The Consultant shall require that its contractors and subcontractors comply with applicable laws:

Federal Requirements

The following federal requirements are in addition to the terms and conditions of Brazoria County Purchase Order and are made a part of this purchase order

I. Remedies {Applicable to contracts more than the Simplified Acquisition Threshold of $150,000}

"If the bidder/vendor fails to comply with the terms and conditions of this Agreement, Brazoria County may take one or more of the following actions, as appropriate to the circumstance:

(a)Temporarily withhold payments pending the bidder/vendor commencing in good-faith corrective action to cure the deficiency;

(b) Permanently withhold payments; and/or

(c)Take any and all other remedies that may be legally available.

II. Access to Records and Record Retention

In accordance with 2 CFR 200.334, et. seq., during the Agreement's time of performance the grantee, the subgrantee, the Federal grantor agency, Inspectors General, the Comptroller General of the United States, or any of their duly authorized representatives will have access to any books, documents, papers, and records maintained by the Contractor which are directly pertinent to the Contract for the purpose of making audit, examination, excerpts, and transcriptions.

In accordance with 2 CFR 200.334, Contractor shall provide to the County all records pertinent to the Contract. The County shall retain all required records for at least three (3) years after making final payments and all other pending matters are closed.

III. Debarment and Suspension

"Suspension and Debarment

(1) The contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by Brazoria County. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to Texas Department of Emergency Management and Brazoria County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

IV. Procurement of Recovered Materials:

1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired

(i) Competitively within a timeframe providing compliance with the contract performance schedule;

(ii) Meeting contract performance requirements; or

(iii) At a reasonable price.

Information about this requirement, along with the list of EPA designated items, is available at EPA's Comprehensive Procurement Guidelines web site.

The list of EPA-designate items is available at http://www3.epa.gov/epawaste/conserve/tools/cpg/products/index.htm

V. DHS Seal

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

VI. Compliance with Federal Law, Regulations, and Executive Orders

This is an acknowledgement that HUD financial assistance will be used to fund the contract only. The contractor will comply will all applicable federal law, regulations, executive orders, HUD, policies, procedures, and directives.

VII. No Obligation by Federal Government

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

VIII. Program Fraud and False or Fraudulent Statements or Related Acts

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

IX. Termination for Cause and Convenience

Termination with Cause:

Upon written notice to the Contractor of a defect or breach of this Agreement, Contractor has five (5) business days to cure any defect(s) or breach(es) cited in said notice. If Contractor fails to cure the defect(s) or breach(es) within the five (5) business days allowed, Brazoria County may terminate this Agreement. Nevertheless, Brazoria County reserves the right to provide written notice to the Contractor that this Agreement shall continue if Contractor has in good-faith commenced efforts to cure said defect(s) or breach(es) and Contractor agrees, in writing, to continue to act without undue delay to cure said defect(s) or breach(es).

Termination Without Cause:

This contract may be terminated by either the County or the Contractor at any time, without cause, by providing the other Party at least thirty (30) calendar days' prior written notice.

AGREED TO AND ACKNOWLEDGED THIS *[date]* _____

CEDNA Engineering

a Texas company

By: _____

Name: **Tom Sbrusch**

Title: **President, Managing Partner**

Date: _____

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://brazoriacountytx.gov/departments/purchasing/doing-business.

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.