

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 Choate Dr., Chigger Creek Dr. and Hastings Circle as part of the Hastings Phase II Roadway and 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, Inc.
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, Inc.

a Texas company

By: _____

L.M. (Matt) Sebesta, Jr

County Judge

Date: _____

By:  _____

Name: Long Nguyen, PE

Title: Vice President

Date: 11-05-2025 _____

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

INSERT PROPOSAL AND SCHEDULE



October 27, 2025

Wael Tabara, P.E., MASc, CFM, Env SP
Assistant County Engineer
Brazoria County Engineering
451 N. Velasco, Suite 230
Angleton, TX 77515

Attn: Daphne Lamelle

RE: Proposal for Supplemental Design Services
Hastings Area Road and Drainage Improvements

Dear Mr. Tabara:

Thank you for giving Halff Associates, Inc. (Halff) the opportunity to assist Brazoria County with Supplemental Design Services for the Hastings Area Road and Drainage Improvements project. Halff was contracted by Brazoria County to perform engineering services on May 9th, 2019. The project was terminated by Brazoria County in October 2023. However, after HUD granted GLO an extension to this program, Brazoria County has brought this project back. This proposal will provide the supplemental design services needed to update and complete the design. The original scope of work consisted of SUE, Survey, Environmental, Civil Design, Drainage Analysis, Geotechnical, and Construction Administration services for the original fee amounts shown below:

Original Design Phase Services

1. Subsurface Utility Engineering Services (Halff)	\$ 35,065.00	(Lump Sum)
2. Topographic Survey (Landtech)	\$ 62,350.00	(Lump Sum)
3. Environmental (Halff)	\$ 19,500.00	(Lump Sum)
4. Civil Design Services (Halff)	\$ 100,000.00	(Lump Sum)
5. Drainage Analysis (Halff)	\$ 20,000.00	(Lump Sum)
6. Geotechnical (ATL)	\$ 16,626.00	(Lump Sum)
7. Construction Administration (Halff)	\$ 44,969.73	(Lump Sum)
Total:	\$ 298,510.73	

The original design effort has been exceeded due to multiple factors including:

- Coordination with grant administrator for GLO amendments
 - Previous amendment to the performance statement changed the project scope to the two new project areas: Hastings Area Road and Drainage Improvements and Wild Peach Village Drainage Improvements.
 - Previous amendment submitted to GLO in August 2023 requesting a time extension.
 - The current amendment to the performance statement reduces the Hastings Area Road and Drainage Improvement project limits to meet budgetary constraints.
- Project completion extension from August 2024 to February 2027
- Redesigning improvements resulting from the change of 40 ft Right-of-Way (ROW) to 60 ft ROW
- Extensive utility coordination with pipeline, waterline, and private utility companies
 - The project is in an old oil field requiring more effort than anticipated.

- o Power poles, waterlines, pipelines, and communication lines are required as a result of the Hastings ROW acquisition.

The supplemental design services needed to update and complete the design will include developing 90% and 100% bid ready submittals including plans, specifications, and estimate (PS&E) for the project area shown in Attachment D. Halff estimates the following services and fees for these supplemental services:

Supplemental Design Phase Services

1. Project Management	\$	25,019.00	(Lump Sum)
2. Civil Design Services (including additional survey)	\$	84,489.00	(Lump Sum)
3. Bid Phase Services	\$	4,761.00	(Lump Sum)
4. Reimbursable Expenses	\$	5,000.00	(Reimbursable)
Total:	\$	119,270.00	

Halff is requesting a total fee of \$119,270.00 for the Supplemental Design Services on this project, as shown in Attachments A through E. Halff is estimating a total of twenty-two (22) weeks for design as shown in Attachment C.

We appreciate the opportunity to continue to work with you on this very important project. Please feel free to contact me if you have any questions or need additional information.

Sincerely,
HALFF ASSOCIATES, INC.



Long Nguyen, P.E.
Operations Manager, The Woodlands

Cc: File

Attachments:

Attachment "A": Detailed Scope of Services

Attachment "B": Level of Effort

Attachment "C": Project Schedule

Attachment "D": Project Area Map

Attachment "E": Proposal for Additional Topographic Survey Services

ATTACHMENT "A"

UNDERSTANDING OF THE SCOPE OF WORK

Objective

The original design phase services objective of the Hastings Area Road and Drainage Improvements is to design improvements to the roadway and ditch system along Choate Drive, Chigger Creek Drive, and Hastings Circle that will lessen frequent ponding within the right-of-way and provide asphalt pavement. The intent of this work order is to prepare and submit construction-ready plans, construction documents, and estimate based on TxDOT items.

Halff submitted 60% drawings, cost estimate, and specifications to Brazoria County on June 6th, 2023. The 60% design included raising the road profile of Hastings Circle up to 36-inches to allow cross culverts underneath the roadway as recommended in the Hastings Drainage Memorandum approved on August 8th, 2023. However, after further review and discussion, Halff and Brazoria County have agreed to redesign the Hastings Circle roadway to match existing grade and lower the ditch flowlines by adding a new storm sewer outfall at the northeast corner of Hastings Circle. Brazoria County is in the process of acquiring a 20-ft wide storm sewer easement along the parcel owned by Willie Jenkins to accommodate the new outfall.

Existing Conditions

The project limits encompass the following:

- approximately 1,950 linear feet along Choate Drive from 430 feet east of the intersection of Hastings Road
- approximately 2,400 linear feet along Chigger Creek Drive south of Choate Drive
- approximately 2,750 linear feet along Hastings Circle east of Hastings Road
- approximately 500 linear feet along the proposed storm sewer easement on Willie Jenkins parcel north of Hastings Circle to the Chigger Creek bypass channel

The existing Hastings Area drains via roadside ditches and outfalls into Chigger Creek east of the project area.

SCOPE OF SERVICES

Civil Design Services

- Utility Conflict Analysis and Coordination
 - o Halff will coordinate with AT&T, Texas New Mexico Power, and other private utilities and product pipelines within the project area for available utility records and obtain signatures on final drawings to ensure that utilities are depicted correctly. Where potential conflicts exist, Halff will coordinate with the respective private utility company.

- Project Management
 - Halff will provide management activities to facilitate the design of the project to include invoicing, progress meetings, coordination for data collection, staffing, QAQC deliverables, and design guidance.
- Meetings
 - Halff will attend up to twelve (12) virtual meetings with the County as necessary to discuss proposed design and progress.
- Site Visits
 - Halff will conduct up to two (2) field visits to evaluate site conditions.
- Plans
 - Halff will update drawings, that will include: a cover sheet, index of sheets, general notes, legend and abbreviations, overall layout, existing and proposed typical sections, drainage area map, plan and profiles, cross sections, pavement marking and signage plans, traffic control plans, storm water pollution prevention details, and applicable standard details.
- Technical Specifications List
 - Halff will prepare a list of Technical Specifications needed based on the bid items with 90% and final submittals. Brazoria County will provide front end documents and project manual.
- Cost Estimate
 - Halff will prepare cost estimates at 90% and construction-ready stages in Microsoft Excel format utilizing TxDOT bid items.
- Bid Phase Services
 - Attendance at the pre-bid meeting and compilation of notes for distribution.
 - Preparation of pre-bid responses and responding to questions.
 - Preparation of bid recommendation letter and bid tabulation summary.
- Deliverables:
 - 90% Design PS&E for review
 - 100% Sealed (Construction-Ready) PS&E
- Schedule
 - See Attachment "C"

Additional Topographic Survey

Services will be subcontracted to Landtech, Inc.

- Scope of Services
 - See Attachment "E"
- Schedule
 - See Attachment "E"
- Billing
 - See Attachment "E". 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.

SERVICES NOT INCLUDED IN THIS SCOPE OF WORK:

- Design of sanitary sewer or water line
- Subsurface Utility Engineering (SUE) services
- 30% and 60% PS&E submittals
- Encroachment Exhibits
- Performing hydraulic modelling for alternative analysis
- Drainage calculations and HGLs in profile view
- Coordination with TxDOT
- Traffic studies or signal warrant studies
- Traffic Signal design
- ROW Acquisition Services
- Title Services
- Right-of-entry Services
- SWPPP Report and SWQMP Report
- Construction Phase Services
- Construction progress meetings
- Construction site visits
- Attending the pre-construction and substantial completion inspection meetings

Attachment "B"
Hastings Area Road and Drainage Improvements
Supplemental Design Services

Date: 10/27/2025	Managing Director	Project Manager	Project Engineer	EIT	Senior CADD Technician	GIS	Admin	Total Hours	Total Cost
HOURLY RATE	\$ 259	\$ 190	\$ 155	\$ 135	\$ 135	\$ 121	\$ 60		
DESIGN PHASE SERVICES:									
Project Management									
1.A Project Progress Meetings (assumed 12 months)		12						12	\$ 2,277
1.B Project Site Visits (2 anticipated)		10		10				20	\$ 3,243
1.C Coordination with Private Utilities		40		8				48	\$ 8,666
1.D Coordination with GrantWorks & GLO		8						8	\$ 1,518
1.E QA/QC Deliverables	4	24	24					52	\$ 9,315
Subtotal Hours	4	94	24	18	0	0	0	140	
Subtotal Fee	\$ 1,035	\$ 17,837	\$ 3,726	\$ 2,422	\$ -	\$ -	\$ -		\$ 25,019
Civil Design Services 90% Design Review Submittals and 100% Bid Ready Set									
2.A General Project Drawings									
Cover Sheet				1	2			3	\$ 404
Index of Sheets				1	2			3	\$ 404
Legend & Abbreviations				1	2			3	\$ 404
General Notes				1	2			3	\$ 404
Existing and Proposed Typical Sections				4	8			12	\$ 1,615
Project Layouts				2	4			6	\$ 807
Summary of Quantities				4	4			8	\$ 1,076
Drainage Area Maps			4	12	16			32	\$ 4,388
2.B Plan and Profile Drawings									
Paving and Drainage Plan and Profiles (16 sheets)		6	48	96	112			262	\$ 36,577
Outfall Plan and Profile (1 sheet)		2	6	12	16			36	\$ 5,078
2.C Miscellaneous Drawings									
Cross Sections (12 sheets)		2	4	8	16			30	\$ 4,230
Driveway Table			4	8	12			24	\$ 3,312
Pavement and Storm Sewer Details			1	2	2			5	\$ 693
Pavement Marking and Signage Sheets			2	12	12			26	\$ 3,540
Pavement Marking and Signage Details			1	2	2			5	\$ 693
Traffic Control Plan			2	12	12			26	\$ 3,540
Traffic Control Details			1	2	2			5	\$ 693
SWPPP Details			1	2	2			5	\$ 693
2.D Drainage Analysis to Size New Outfall		4	8	8				20	\$ 3,077
2.E Estimate of Probable Construction (90%, and Final)		4	24	32				60	\$ 8,791
2.F Technical Specifications List (90% and Final)		1	2	2				5	\$ 769
2.G Additional Topographic Survey of parcel H11E for New Outfall								0	\$ 3,300
Subtotal Hours	0	19	108	224	228	0	0	579	
Subtotal Fee	\$ -	\$ 3,605	\$ 16,767	\$ 30,139	\$ 30,677	\$ -	\$ -		\$ 84,489
TOTAL FEES: DESIGN PHASE SERVICES									\$ 109,508

Attachment "B"
Hastings Area Road and Drainage Improvements
Supplemental Design Services

Date: 10/27/2025

	Managing Director	Project Manager	Project Engineer	EIT	Senior CADD Technician	GIS	Admin	Total Hours	Total Cost
HOURLY RATE	\$ 259	\$ 190	\$ 155	\$ 135	\$ 135	\$ 121	\$ 60		

BID PHASE SERVICES:

Bid Phase Services

3.A Attend pre-bid meeting & compile notes		8	8					16	\$ 2,760
3.B Prepare pre-bid responses & respond to questions		2	4					6	\$ 1,001
3.C Prepare bid recommendation letter & bid tabulation		2	4					6	\$ 1,001
Subtotal Hours	0	12	16	0	0	0	0	28	
Subtotal Fee	\$ -	\$ 2,277	\$ 2,484	\$ -	\$ -	\$ -	\$ -		\$ 4,761
TOTAL FEES: BID PHASE SERVICES									\$ 4,761

REIMBURSABLE EXPENSES:

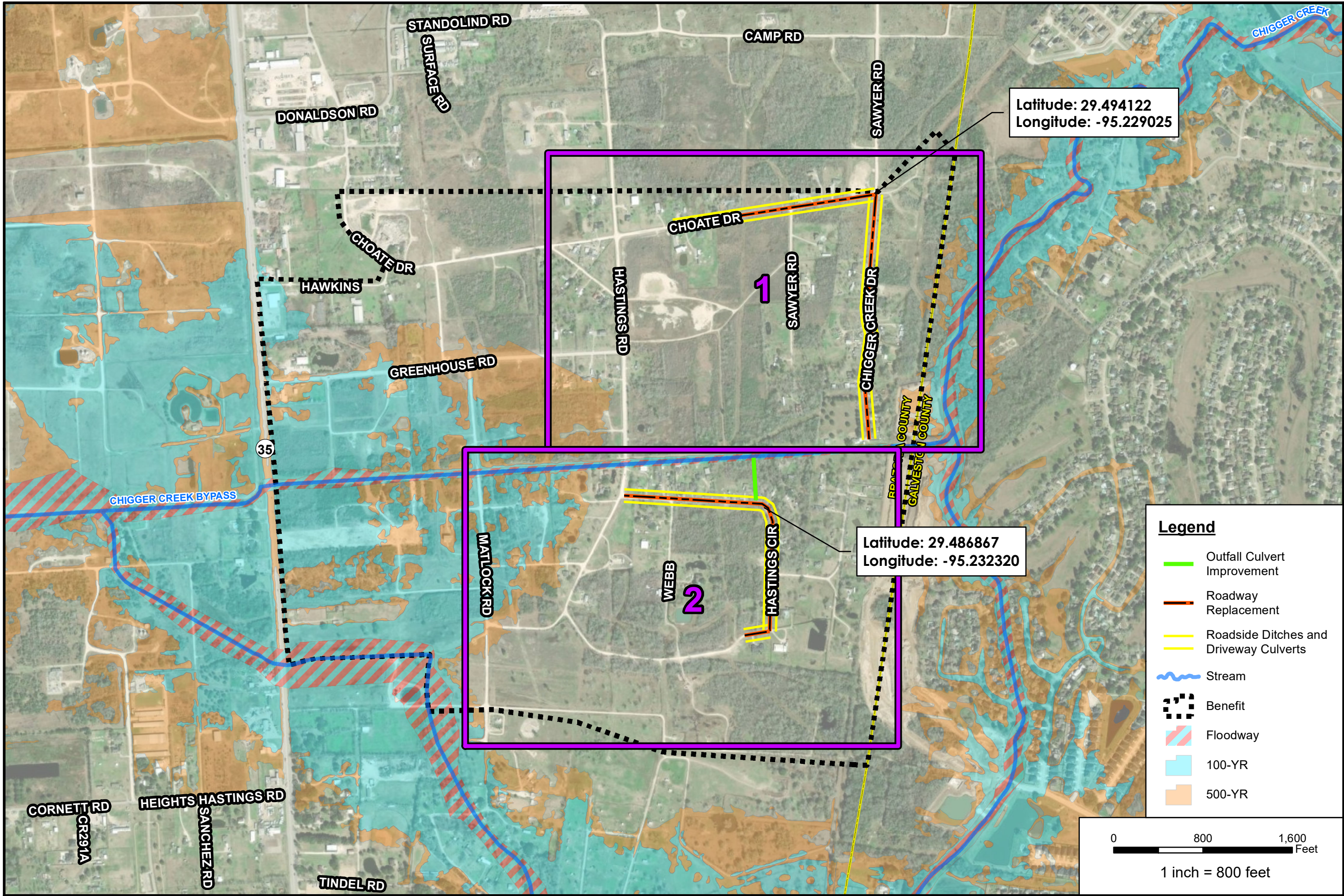
Reimbursable Expenses

4.A Direct costs								0	\$ 5,000
Subtotal Hours	0	0	0	0	0	0	0	0	
Subtotal Fee	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ 5,000
TOTAL FEES: REIMBURSABLE EXPENSES									\$ 5,000

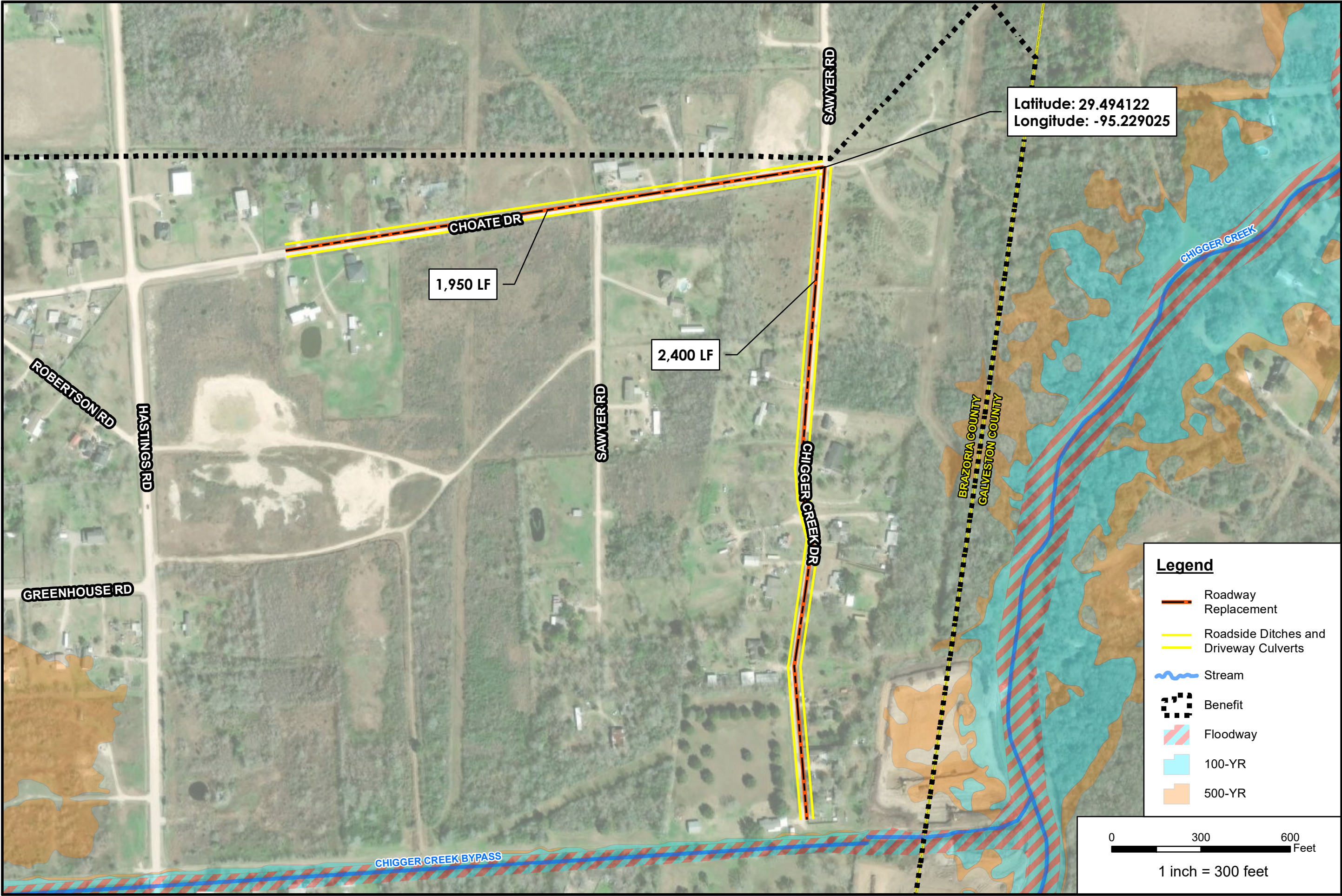
TOTAL FEES: DESIGN PHASE SERVICE, BID PHASE SERVICES, & REIMBURSABLE EXPENSES

\$ 119,270

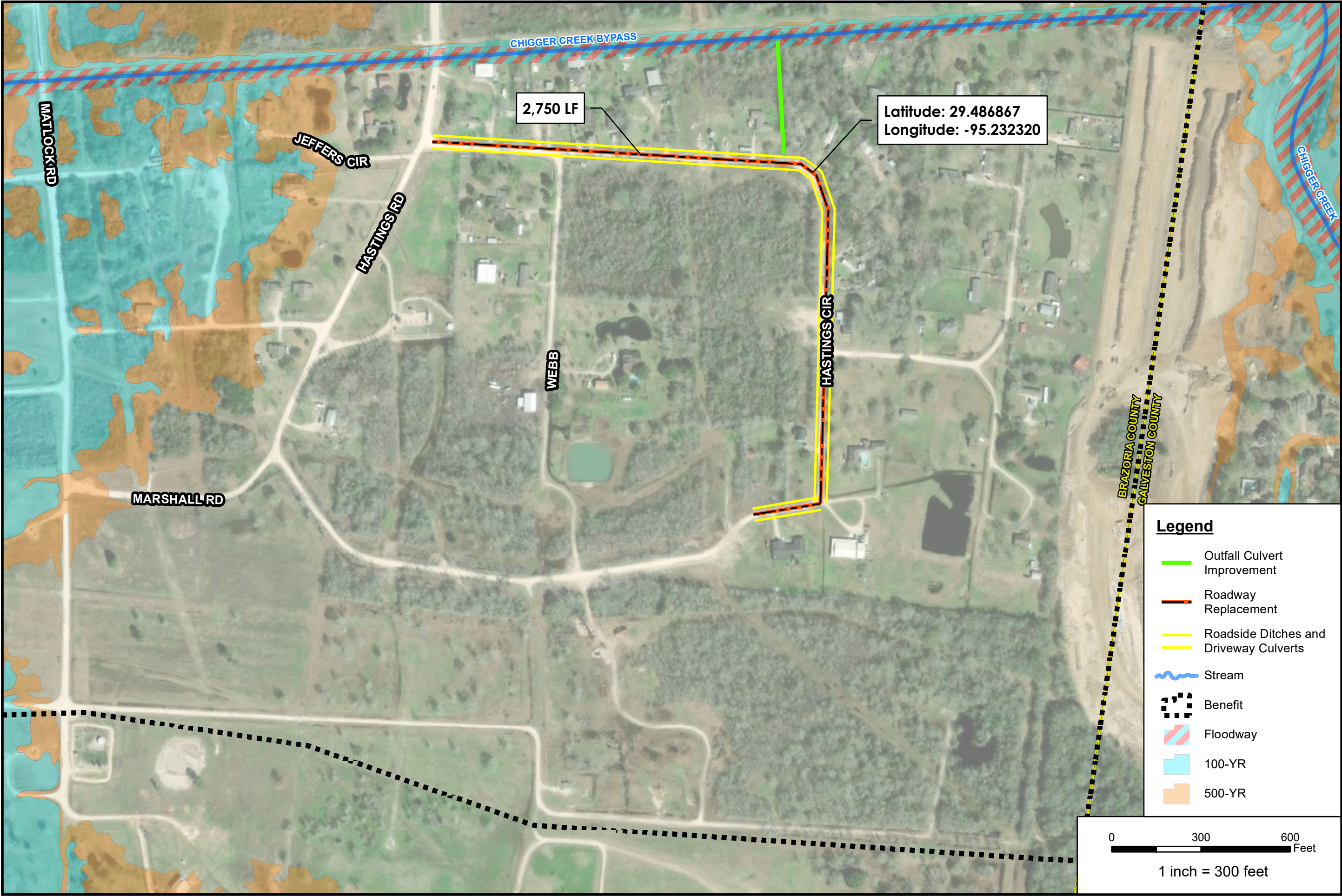
Hastings Area Road Improvements Attachment "C" - Project Schedule																																
ID	Task Name	Duration	Start	Finish	Half 2, 2022		Half 1, 2023			Half 2, 2023			Half 1, 2024			Half 2, 2024			Half 1, 2025			Half 2, 2025			Half 1, 2026			Half 2, 2026			Half 1, 2027	
					S	N	J	M	M	J	S	N	J	M	M	J	S	N	J	M	M	J	S	N	J	M	M	J	S	N	J	M
0	Hastings Area Road and Drainage Improvements	1155 days	Mon 9/19/22	Fri 2/19/27																												
1	Drainage Report	194 days	Mon 9/19/22	Thu 6/15/23																												
9	Survey	117 days	Tue 9/20/22	Wed 3/1/23																												
12	Geotechnical Analysis	117 days	Tue 9/20/22	Wed 3/1/23																												
13	SUE Test Holes	40 days	Mon 1/16/23	Fri 3/10/23																												
14	Design	818 days	Thu 3/2/23	Mon 4/20/26																												
15	60% Design Submittal	83 days	Thu 3/2/23	Mon 6/26/23																												
16	Environmental Clearance & AUGF (GrantWorks)	51 days	Tue 6/27/23	Tue 9/5/23																												
17	Project Cancelled	165 days	Mon 10/2/23	Fri 5/17/24																												
18	Finalize Project Limits for Amendment	30 days	Mon 5/20/24	Fri 6/28/24																												
19	Amendment (GrantWorks)	90 days	Mon 7/1/24	Fri 11/1/24																												
20	GLO Amendment Approval	90 days	Mon 11/4/24	Fri 3/7/25																												
21	Additional Survey	20 days	Tue 11/18/25	Mon 12/15/25																												
22	90% Design Submittal	35 days	Tue 12/16/25	Mon 2/2/26																												
23	90% Review Brazoria County	20 days	Tue 2/3/26	Mon 3/2/26																												
24	Final Design Submittal (Signed and Sealed)	25 days	Tue 3/3/26	Mon 4/6/26																												
25	Brazoria County Final Review and Approval	10 days	Tue 4/7/26	Mon 4/20/26																												
26	ROW Acquisition	725 days	Mon 3/20/23	Fri 12/26/25																												
27	Finalize Road Alignment & ROW	65 days	Mon 3/20/23	Fri 6/16/23																												
28	Parcel Maps and Metes & Bounds	72 days	Mon 6/19/23	Tue 9/26/23																												
29	Project Cancelled	165 days	Mon 10/2/23	Fri 5/17/24																												
30	ROW Acquisition - 32 Parcels	355 days	Mon 8/19/24	Fri 12/26/25																												
31	Uniform Relocation Process (URA act) County	355 days	Mon 8/19/24	Fri 12/26/25																												
32	Utility Relocation	735 days	Mon 6/26/23	Fri 4/17/26																												
33	Aqua Water Line Relocation Design	222 days	Mon 6/26/23	Tue 4/30/24																												
34	Aqua Water Line Relocation	160 days	Wed 5/1/24	Tue 12/10/24																												
35	Denbury Gas Pipeline Relocation	500 days	Fri 8/4/23	Thu 7/3/25																												
36	TNMP Power Pole Relocation	30 days	Mon 12/29/25	Fri 2/6/26																												
37	AT&T Utility Relocation	50 days	Mon 2/9/26	Fri 4/17/26																												
38	Bid Phase	40 days	Mon 4/20/26	Fri 6/12/26																												
39	Construction Phase Services	130 days	Mon 6/15/26	Fri 12/11/26																												
40	GLO - Close Out Project	50 days	Mon 12/14/26	Fri 2/19/27																												
Project: Hastings Area Road Improvements Date: Mon 10/27/25		Task		External Tasks		Manual Task		Finish-only		Progress																						
		Split		External Milestone		Duration-only		Deadline		Manual Progress																						
		Milestone		Inactive Task		Manual Summary Rollup		Baseline																								
		Summary		Inactive Milestone		Manual Summary		Baseline Milestone																								
		Project Summary		Inactive Summary		Start-only		Baseline Summary																								
Page 1																																



PROJECT AVO	35730
	DATUM & COORDINATE SYSTEM NAD 1983 2011 StatePlane Texas South Central FIPS 4204 FUS
	
Brazoria County CDBG-DR Hurricane Harvey	
Project Area - Hastings	
 	
INDEX	



PROJECT AVO		35730	
DATUM & COORDINATE SYSTEM		NAD 1983 2011 StatePlane Texas South Central FIPS 4204 FUS	
Brazoria County CDBG-DR Hurricane Harvey		Project Area - Hastings	
Brazoria County CDBG-DR Hurricane Harvey		PAGE 1	



PROJECT AVO		35730
DATUM & COORDINATE SYSTEM		NAD 1983 2011 StatePlane Texas South Central FIPS 4204 FUS
		
Brazoria County CDBG-DR Hurricane Harvey		
Project Area - Hastings		
 		
PAGE 2		

Attachment “E”

SUB-CONSULTANT PROPOSAL – ADDITIONAL TOPOGRAPHIC SURVEY SERVICES



Landtech, Inc.
1315 W Sam Houston Pkwy N, Suite 100
Houston, TX 77043
T: 713-861-7068; F: 713-861-4131
TBPELS Reg. No. 10019100#####

November 18, 2024

Mr. Wael Tabara, P.E., MAsC, CFM, Env SP
Assistant County Engineer
Brazoria County Engineering
451 N. Velasco, Suite 230
Angleton, Texas 77515

RE: Hastings Area Road and Drainage Improvements
Additional Topo for parcel H11E

Dear Mr. Tabara:

It is my pleasure to submit this proposal for providing a professional surveying service for the above referenced project.

The scope of work and associated fee are as follows:

1. Topographic survey of parcel H11E and cross sections at 50-foot intervals.
2. Cross sections of the Chigger Creek bypass channel at H11E, extending 100' west and 100' east.
3. Update topo drawing 2D and DTM

Total fee: \$3,000.00

Deliverable: AutoCAD drawing

The project will be completed within 4 weeks after receiving the Notice to Proceed.

We look forward to the opportunity to assist you with this project.

Sincerely,

11/18/2024

Nhuy Nguyen, RPLS

S:\2022\2220158 HASTINGS\SEND\2024-11-21 proposal\Hastings Area H11E Add Topo Proposal.docx

FILE NAME: S:\2022\220158 HASTINGS\CAADD\PARCEL MAPS\H11E.JENKIN - 2.dwg DATE: September 25, 2023, TIME: 3:54 PM, USER: knguyen, AVO: 35730

DENBURY ONSHORE, LLC
VOLUME 1190 PAGE 129 D.R.B.C.
FILE 2009006234 O.P.R.B.C.

CHIGGER CREEK BYPASS
BRAZORIA COUNTY DRAINAGE
DISTRICT NO. 4 UNIT
J100-00-00

N84°43'00"E
20.01'

LOT 13
LOT 14

FND. 1/2" IR.
(REFERENCE)
28.72'
FND. 1/2" IR.
(REFERENCE)
SET
(REFERENCE)

SUBDIVISION OF SOUTH HALF OF
SECTION NO. 2 A.C.H. & B.
VOLUME 2 PAGE 41 P.R.B.C.

ANGEL LOPEZ AND MARIA BELEN LOPEZ
FILE 2009026312 O.P.R.B.C.

S03°48'37"E 419.30'

PARCEL H11E
0.1910 AC.
(8,320 SQ. FT.)

385.00'

N03°48'37"W 413.00'

WILLIE JENKINS AND WIFE, OUIDA JENKINS
VOLUME 1516 PAGE 924 D.R.B.C.

R=167.61', A=18.30'
Δ=06°15'18"
CH=S84°22'38"E 18.29'
P.O.B. SET
P.O.C. FND. 1/2" IR.

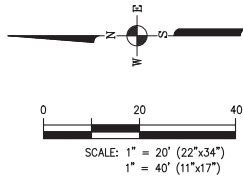
FND. 1/2" IR.

FND. 5/8" IR.
"ELLIS RPLS
6261"

TRACT 1
BRAZORIA COUNTY
FILE 2022067948
O.P.R.B.C.

60'

HASTINGS CIRCLE
(40' ROAD EASEMENT)
VOLUME 1301 PAGE 36
VOLUME 1487 PAGE 361
D.R.B.C.



NOTES:

1. BEARING BASED ON TO TEXAS COORDINATE SYSTEM OF 1983, SOUTH CENTRAL ZONE.
2. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE COMMITMENT; PROPERTY SUBJECT TO ALL EASEMENTS AND ENCUMBRANCES THAT EXIST ON OR OFF RECORDS.
3. THERE IS A SEPARATE METES AND BOUNDS ACCOMPANIES THIS PLAT.
4. FIELD WORK PERFORMED IN OCTOBER 2022 THROUGH MAY 2023, AND COMPLETED IN SEPTEMBER 2023.
5. HUMBLE OIL & REFINING COMPANY PIPE LINE EASEMENT (BLANKET) PER VOLUME 270 PAGE 145 D.R.B.C.
6. PAN AMERICAN PIPE LINE COMPANY EASEMENT (BLANKET) PER VOLUME 270 PAGE 500 D.R.B.C.
7. STANOLIND OIL AND GAS COMPANY PIPE LINE EASEMENT (BLANKET) PER VOLUME 376 PAGE 334 , VOLUME 389 PAGE 538, VOLUME 394 PAGE 304, VOLUME 426 PAGE 439, VOLUME 632 PAGE 390 D.R.B.C.
7. RIGHT OF GRANT UTILITY EASEMENTS RESERVED BY ARNDT-SMITH CORPORATION PER VOLUME 1516 PAGE 924 D.R.B.C.
8. RESTRICTIONS PER VOLUME 1516 PAGE 924 D.R.B.C.
9. STANOLIND OIL AND GAS COMPANY EASEMENT FOR STORAGE OF RESIDUE GAS (BLANKET) PER VOLUME 429 PAGE 291 D.R.B.C.

LEGEND:

D.R.B.C. BRAZORIA COUNTY DEED RECORDS
O.P.R.B.C. OFFICIAL PUBLIC RECORDS OF BRAZORIA COUNTY
O.R.B.C. OFFICIAL RECORDS OF BRAZORIA COUNTY
PP POWER POLE
P.R.B.C. PLAT RECORDS OF BRAZORIA COUNTY
R.O.W. RIGHT-OF-WAY
SET SET 3/8" IR W/CAP STAMPED "LANDTECH"
P POWER LINE
C CENTER DITCH
H HIGH BANK
W WATER LINE
T AT&T COMMUNICATION LINE

LANDTECH
2525 North Loop West, Suite 300,
Houston, Texas 77008
T: 713-861-7068
F: 713-861-4131
TBPELS Registration No. 10019100



SURVEYED BY: LANDTECH, INC
FB NO.

BRAZORIA COUNTY, TEXAS

HASTINGS AREA ROAD AND
DRAINAGE IMPROVEMENTS

PARCEL H11E
SHEET 1 OF 1

DESIGN BY:	STATE	COUNTY	HIGHWAY NO
CHECK BY:	TEXAS	BRAZORIA	
	SCALE	DRAWING NO.	SHEET NO.
	AS NOTED		

OWNER: WILLIE JENKINS, ET UX.
19886 HASTINGS CIRCLE
ALVIN, TX 77511-8832

SURVEY FOR 0.1910 ACRE (8,320 SQUARE FEET) OF LAND BEING OUT OF LOT 14, SUBDIVISION OF THE SOUTH HALF OF SECTION NO. 2 A.C.H. & B., AS RECORDED IN VOLUME 2 PAGE 41 OF THE PLAT RECORDS OF BRAZORIA COUNTY, SITUATED IN THE A.C.H. & B. SURVEY, SECTION 2, ABSTRACT 462, BRAZORIA COUNTY, TEXAS.

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 5th DAY OF November, 2025

Halff Associates, Inc.

a Texas company

By: _____

Name: Long Nguyen, PE

Title: Vice President

Date: 11-5-2025_____

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

Halff Associates, Inc.
Richardson, TX United States

Certificate Number:
2025-1385715

Date Filed:
11/05/2025

Date Acknowledged:

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.

Hastings Phase II
Professional Engineering Design 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	
	Hollis, Leigh	Richardson, TX United States	X	
	Ickert, Andrew	Fort Worth, TX United States	X	
	Jackson, Todd	Austin, TX United States	X	
	Logan, Josh	San Antonio, 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	Frisco, 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

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

Halff Associates, Inc.
Richardson, TX United States

Certificate Number:
2025-1385715

Date Filed:
11/05/2025

Date Acknowledged:

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.

Hastings Phase II
Professional Engineering Design 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 5th day of November, 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

FORM CIQ

For vendor doing business with local governmental entity

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

11/5/2025

Date

EXHIBIT “F”
CONTRACT AMENDMENTS

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