

RESOLUTION NO. R-3245

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROSENBERG, TEXAS, APPROVING AN AGREEMENT FOR ENGINEERING CONSULTANT SERVICES FOR THE WASTEWATER TREATMENT PLANT 1A HEADWORKS MECHANICAL BAR SCREEN REPLACEMENT PROJECT, IN THE AMOUNT OF \$355,000.00; AND AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE, FOR AND ON BEHALF OF THE CITY, APPROPRIATE DOCUMENTS AND/OR AGREEMENTS REGARDING SAME.

* * * * *

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ROSENBERG:

Section 1. The City Council hereby selects and approves Quiddity, formerly known as Jones|Carter, to provide project related Engineering Consultant Services for the Wastewater Treatment Plant 1A Mechanical Bar Screen Replacement Project, in response to RFQ No. T6307, in the amount of \$355,000.00.

Section 2. The City Manager is hereby authorized to negotiate and execute for and on behalf of the City, appropriate documents and/or agreements necessary to facilitate said services.

Section 3. A copy of the Agreement is attached hereto as Exhibit "A" and made a part hereof for all purposes.

PASSED, APPROVED, AND RESOLVED this 3rd day of May 2022.

ATTEST:

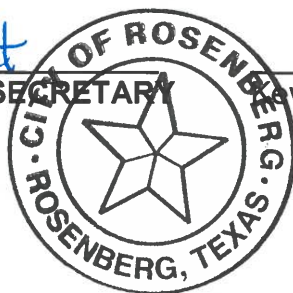
APPROVED:

Danyel Swint

K-R

Danyel Swint, TRMC, CITY SECRETARY

Kevin Raines, MAYOR



**AGREEMENT FOR
ENGINEERING DESIGN SERVICES
WASTEWATER TREATMENT PLANT 1A HEADWORKS MECHANICAL BAR SCREEN REPLACEMENT**

STATE OF TEXAS §

COUNTY OF FORT BEND §

THIS AGREEMENT FOR ENGINEERING DESIGN SERVICES (the "Agreement"), is made and entered into this 3rd day of May, 2022 (the "Effective Date") by and between the **CITY OF ROSENBERG**, a home rule municipality under the laws of the State of Texas (the "City"), and **QUIDDITY ENGINEERING, LLC.**, a Texas Limited Liability Company (the "Engineer"). Collectively, the City and the Engineer may be referred to, together, as the "Parties."

WHEREAS, the City is interested in retaining the services of a professional engineering firm for the City at the City of Rosenberg, Texas, located in Fort Bend County, Texas;

WHEREAS, the Engineer is an engineering firm authorized to do business in Texas and is qualified to perform the professional services the City wishes it to perform;

WHEREAS, the City has determined that the Engineer is the most highly qualified provider of the requested professional services based on demonstrated competence and qualifications and that this Agreement represents a fair and reasonable price for the requested professional services;

WHEREAS, the Engineer represents that it is fully capable of making and qualified to provide assistance to the City and Engineer desires to perform the same;

NOW THEREFORE, for and in consideration of the services, payments, and other valuable consideration contained herein, the Parties agree to the following terms, covenants, and conditions:

**SECTION 1
SCOPE OF AGREEMENT; PERFORMANCE BY ENGINEER**

At the City's sole discretion, the City shall be entitled to engage the Engineer to perform engineering design services, in accordance with the terms and conditions of this Agreement, as those engineering design services relate to the Project. The Engineer agrees to perform such services in accordance with the terms, covenants, and conditions of this Agreement.

The Engineer is being retained to provide professional engineering design services as described in this Agreement to the City based on the Engineer's demonstrated competence and requisite qualifications to perform the scope of work described herein. The Engineer has special knowledge and expertise that is of interest to the City. The City agrees to and hereby does retain the Engineer as an independent contractor, and the Engineer agrees to provide Services, as that term is defined in this Agreement, to the City, in accordance with the terms, conditions, and covenants provided in this Agreement.

**SECTION 2
ENGINEERING DESIGN SERVICES; CHARACTER AND EXTENT OF WORK**

The Engineer shall provide the engineering design services described in Attachment A (Scope of Services) and Attachment A-1 (Fees for Basic Services, Additional Services and Rate Schedules) (collectively, "Services") which are hereby attached and incorporated herein by reference and made a part of this Agreement, subject to the terms and conditions in this Agreement. In the event of a conflict between any term of provision in this Agreement and any term or provision in Attachment A or Attachment A-1, the term or provision deemed most advantageous to the City shall control as determined by the City, acting through the city Manager at his sole discretion unless the conflicting term or provision in this Agreement is referenced, and expressly stated not to apply, in said agreement or attachments.

Any mutually agreed upon changes to the terms, conditions, covenants, and provisions to this Agreement shall be set forth in an amendment to this Agreement. The Engineer will not implement any changes or any new services until an amended agreement has been duly executed by the City. The City shall not be liable for any amounts not included in a duly executed Attachment A or Attachment A-1 or any amendments thereto.

SECTION 3 STATUTORY STANDARD OF CARE

All Services rendered under this Agreement must be performed by the Engineer with the professional skill and care ordinarily provided by competent engineers practicing under the same or similar circumstances and professional license, in accordance with generally accepted standards applicable thereto, and shall use that degree of care and skill to comply with all applicable state, federal, and local laws, ordinances, rules, and regulations and the orders and decrees of any courts, administrative, or regulatory bodies in any matter affecting the performance of this Agreement, including, without limitation, worker's compensations laws, minimum and maximum salary and wage statutes and regulations and licensing laws and regulations. When required, the Engineer shall furnish the City with satisfactory proof of compliance.

SECTION 4 TIME OF COMPLETION

The Engineer shall begin work and the work shall be completed as stipulated in Attachment A and Attachment A-1. Upon written request of the Engineer, the City may grant time extensions to the extent of any delays caused by the City or other agencies with which the Services must be coordinated and over which the Engineer has no control.

The prompt completion of the Services is critical to the City. Unnecessary delays in providing services under this Agreement shall be grounds for dismissal of the Engineer and termination of this Agreement without any or further liability to the City other than a prorated payment for necessary, timely, and conforming work done by Engineer prior to the time of termination. Attachment A or Attachment A-1 shall provide, in either calendar days or by providing a final date, a time of completion prior to which the Engineer shall have completed all Services under this Agreement.

SECTION 5 TERM; TERMINATION

This Agreement will commence on the Effective Date and shall remain in effect until completion of the Services, unless earlier terminated as provided herein.

The City may terminate this Agreement at any time, with or without cause, upon thirty (30) days' prior written notice. Upon its receipt of termination of this Agreement, the Engineer shall follow any instructions of the City respecting work stoppage. The Engineer shall cooperate with City and City designees to provide for an orderly conclusion of the Services. The Engineer shall use its best efforts to minimize the amount of any non-cancelable obligations and shall assign any contracts related thereto to the City, or the City's designee, at the City's request. If the City elects to continue any activities underlying a terminated Agreement after termination, the Engineer shall cooperate with the City to provide for an order transfer of the Engineer's responsibilities with respect to such Agreement to the City of the City's designee. Upon the effective date of any such termination, the Engineer shall submit a final invoice for payment, and the City shall pay such amounts as are due to the Engineer through the effective date of termination. The City shall only be liable for payment of services rendered before the effective date of termination. If this Agreement is terminated, certain reporting requirements identified in this Agreement shall survive termination of this Agreement.

SECTION 6 CHANGES TO THE PROJECT; ADDITIONAL WORK

The Engineer shall make such revisions to any work that has been completed as are necessary to correct any errors or omissions as may appear in such work. If the City finds it necessary to make changes to previously satisfactorily completed work or parts thereof that have been approved by the City in writing, the Engineer shall make such revisions, if requested, and as directed by the City and such services will be considered as additional work and paid for as specified in accordance with the terms of this Agreement.

The City retains the right to make changes to the Services at any time by a written order. Work that is clearly not within the general description of the Services must be approved, in writing, by the City by supplemental written agreement before the additional work is undertaken by the Engineer. If the Engineer is of the opinion that any work is beyond that contemplated in this Agreement and, therefore, constitutes additional work, the Engineer shall promptly notify the City of that opinion, in writing. If the City agrees that such work does constitute additional work, then the City and the Engineer shall execute a supplemental written agreement for the additional work, and the City shall compensate the Engineer for the additional work on the basis of the rates contained in Attachment A and Attachment A-1. If the changes deduct from the extent of the Services, the contract sum shall be adjusted accordingly. All such changes shall be executed under the terms and conditions of this Agreement.

SECTION 7 THE ENGINEER'S COMPENSATION

For and in consideration of the services rendered by the Engineer pursuant to this Agreement, the City shall compensate the Engineer the amount of \$251,000.00 for "Basic Services," as outlined in Attachment A and Attachment A-1, and up to an additional \$104,000.00 for "Additional Services." The total fees paid under this Agreement shall not exceed \$355,000.00.

The Parties understand and acknowledge that the funding of this Agreement is contained in the City's annual budget and is subject to the approval of the City's governing body in each fiscal year. The Parties further agree that should the City's governing body fail to approve a budget that includes sufficient funds for the continuation of this Agreement, or should the City's governing body fail to certify funds for any reason, then and upon occurrence of such event, this Agreement shall automatically terminate as to the City, and the City shall then have no further obligation to the Engineer. When the funds budgeted or certified during any fiscal year by the City to discharge its obligations under this Agreement are expended, the Engineer's sole and exclusive remedy shall be to terminate this Agreement.

Costs incurred prior to the Effective Date of this Agreement are not eligible for reimbursement. There shall be no obligation whatsoever for performance of this Agreement from the monies of the City other than from the monies designated for this Agreement. The City will only pay for Services rendered and shall not pre-pay for work that has not been performed.

SECTION 8 TIME OF PAYMENT

Engineer shall be provided a purchase order number from the City and such purchase order number shall be referenced on all invoices submitted to the City. Upon completion of the Services, Engineer shall submit to the City Manager, or the City Manager's designee, an invoice, in a form acceptable to the City, setting forth the charges for the Services provided which were delivered during such billing period, and the compensation which is due for same. If the project work shall take more than thirty (30) calendar days, then such invoice shall be submitted to the City on or about the first of each month. The City Manager, or the City Manager's designee, shall review the same and approve it with such modifications, as deemed appropriate. The City shall pay each properly completed invoice as approved by the City Manager, or the City Manager's designee, within thirty (30) days after receipt of a true and correct invoice by the Engineer. The approval or payment of any such invoice shall not be considered to be evidence of performance by the Engineer to the point indicated by such invoice or of the receipt of or acceptance by the City of the Services covered by such invoice.

Invoices shall be submitted to the following address:

City of Rosenberg
Attn: Project Director
P.O. Box 32
2110 4th Street
Rosenberg, Texas 77471

Invoices submitted without a purchase order number will be returned unpaid. Failure to submit invoices to the above address will delay payment. The City's payments under this Agreement, including the time of payment and the payment of interest on overdue amounts, are subject to Chapter 2251, Texas Government Code.

If the City disputes any invoice, the City shall timely pay the undisputed portion and promptly notify the Engineer in writing of the nature of the dispute as to the remainder, and the parties will use their best efforts to resolve the dispute expeditiously.

Final payment shall be due on acceptance of the Services, provided that this Agreement be fully performed and as provided in Attachment A and Attachment A-1.

Before issuance of final payment, the Engineer shall submit satisfactory evidence to the City that all payrolls, materials, bills, subcontractors, and other indebtedness connected with the Services have been paid in full.

SECTION 9 REPRESENTATION AND WARRANTIES OF ENGINEER; OBLIGATIONS OF PROFESSIONAL SERVICE PROVIDER

- a. **Representation and Warranties of Engineer.** The Engineer represents and warrants that:
1. As of the Effective Date of this Agreement, the Engineer is not a party to any oral or written contract or understanding with any third-party that is inconsistent with this Agreement or would affect the Engineer's performance under this Agreement or that will in any way limit or conflict with the Engineer's ability to fulfill the terms of this Agreement. The Engineer further represents that it will not enter into any such agreement during the Term of this Agreement;
 2. The Engineer will provide to the City, with each deliverable to be provided under this Agreement, a written summary sheet listing any third-party software or other intellectual property contained within the deliverable, if any, together with licenses permitting the City to use such third-party software and intellectual property in connection with its use of the deliverable and the terms, conditions, and status of the license of such software and intellectual property. Except for the third-party software and intellectual property described in the written summary provided to the City in connection with the preceding sentence, the Engineer warrants and represents that all work product created under this Agreement shall be original work of the Engineer or in the public domain and shall not infringe any copyright, trademark, trade secret, patent, or other intellectual property right of any third party;
 3. The Engineer and its employees and subcontractors have all of the necessary qualifications, licenses, permits, and registrations to perform the Services in accordance with the terms and conditions of this Agreement, and at all times during the Term, all such qualifications, licenses, permits, and registrations shall be current and in good standing; and
 4. The Engineer shall, and shall cause its representatives to, comply with all municipal, state, and federal laws, rules, and regulations applicable to the performance of the Engineer's obligations under this Agreement.
- b. **Work on City Premises.** The Engineer will ensure that its employees and agents will, whenever on City premises, obey all reasonable instructions and directions issued by the City.
- c. **Key Person.** The Parties agree that C. Drew Crow, PE is essential to the Engineer's performance of the Services offered pursuant to this Agreement, and should this person no longer be active on the City's account or be employed by the Engineer for whatever reason, the City shall have the right to terminate this Agreement on thirty (30) days' written notice.
- d. **Consultation, Reports.** The Engineer agrees to make available the Engineer's representative, who shall be mutually agreed upon by the Engineer and the City, for periodic meetings to review the progress of all work under this Agreement. The Engineer also shall prepare and submit to the City, when requested, a written report setting forth the status of such work in a format to be mutually agreed upon by the Engineer and the City, as well as copies of all documents relating to the Services performed by the Engineer.

**SECTION 10
OBLIGATIONS OF THE CITY**

The City agrees to make available to the Engineer, upon reasonable notice, such information data, and documentation regarding its facilities and infrastructure as may reasonably be required by the Engineer to complete the Services.

**SECTION 11
TERMINATION OF AGREEMENT; OBLIGATIONS OF PARTIES UPON TERMINATION**

This Agreement may be terminated:

- (1) By the mutual agreement and written consent of both the Engineer and City;
- (2) By either party, upon the failure of the other party to fulfill its obligations as set forth in either this Agreement or in Attachment A or in Attachment A-1;
- (3) By the City, immediately upon written notice to the Engineer, as consequence of the failure of Engineer to perform the Services contemplated by this Agreement in a timely or satisfactory manner;
- (4) By the City, at will, without cause, or simply for convenience upon giving at least thirty (30) days' written notice to the Engineer.

Termination of this Agreement shall release each party from all obligations of this Agreement, except as specified in Section 5 of this Agreement.

Upon termination of this Agreement, the Engineer shall promptly return to the City all information, files, documentation, media, related material, and any other material that is owned by the City, as well as any work product in progress.

Upon termination of this Agreement, the City's sole obligation shall be the payment of any valid, outstanding invoices and any work that has not yet been invoiced but was performed prior to the effective date of termination. The Engineer agrees to render a final invoice to the City for Services performed by the Engineer prior to termination of this Agreement within thirty (30) days after completion of the Services performed.

**SECTION 12
INDEMNIFICATION**

TO THE EXTENT ALLOWABLE UNDER SECTION 271.901(A) OF THE TEXAS LOCAL GOVERNMENT CODE, the Engineer shall and does hereby agree to indemnify and hold harmless the City, and all of its present, future and former agents, employees, officials, and representatives harmless in their official, individual, and representative capacities, from any and all claims, demands, causes of action, judgments, liens and expenses (including attorney's fees, whether contractual or statutory), costs and damages (whether common law or statutory and whether actual, punitive, consequential, or incidental), of any conceivable character, for injuries to persons (including death) or to property (both real and personal) created by, arising from or in any manner relating to the services or goods performed or provided by the Engineer – expressly including those arising through strict liability or under the Constitutions of the United States or Texas.

The Engineer and the City expressly acknowledge that the City's authority to indemnify and hold harmless any third party is governed by Article XI, Section 7 of the Texas Constitution, and any provision that purports to require indemnification by the City is invalid. Nothing in this Agreement requires that the City incur debt, assess or collect funds, or create a sinking fund.

**SECTION 13
NOTICES AND COMMUNICATIONS**

All notices, demands, or requests from one party to another must be in writing and must be (i) personally delivered, (ii) sent by mail, certified or registered, postage prepaid, (iii) sent by electronic email with confirming copy sent by mail, or

(iv) sent by overnight delivery, in any case to the address stated in this Section, or to such other address as the party may request in writing, and are deemed to have been given at the time of receipt or delivery.

IF TO CITY:

City of Rosenberg
Attn: John Maresh, City Manager
P.O. Box 32
2110 4th Street
Rosenberg, Texas 77471
Telephone: (832) 595-3310
Email: jmaresh@rosenbergtx.gov

IF TO PROFESSIONAL SERVICE PROVIDER:

Quiddity Engineering, LLC, a Texas Limited Liability Company
Attn: C. Drew Crow, PE. Vice President
6330 W. Loop South, Suite 150
Bellaire, Texas 77401
Telephone: (713) 777-5337
Email: DCrow@quiddity.com

**SECTION 14
SUCCESSORS AND ASSIGNS**

The City and the Engineer bind themselves and their successors, executors, administrators, and assigns to the other party of this Agreement and to the successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Agreement. Neither the City nor the Engineer shall assign, sublet, or transfer its interest in this Agreement without the written consent of the other, which consent will not be unreasonably withheld. Subcontractors shall comply with all provisions of this Agreement and the applicable Services. The approval or acquiescence of the City in subletting of any work shall not relieve the Engineer of any responsibility for work done by such subcontractor. 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.

Any subcontract made by the Engineer with the consent of the City must incorporate, by reference, all the terms of this Agreement. The Engineer agrees to guarantee the performance of any subcontractor used in the performance of the Services.

**SECTION 15
OWNERSHIP OF DOCUMENTS**

Upon completion or termination of this Agreement, all documents prepared by the Engineer or furnished to the Engineer by the City shall be delivered to and become the property of the City. All drawings, charts, calculations, plans, specifications, and other data prepared under or pursuant to this Agreement shall be made available, upon request, to the City without restriction or limitation on the further use of such materials PROVIDED, HOWEVER, THAT SUCH MATERIALS ARE NOT INTENDED OR REPRESENTED TO BE SUITABLE FOR REUSE BY THE CITY OR OTHERS. ANY REUSE WITHOUT PRIOR VERIFICATION OR ADAPTATION BY THE ENGINEER FOR THE SPECIFIC PURPOSE INTENDED WILL BE AT THE CITY'S SOLE RISK AND WITHOUT LIABILITY TO THE ENGINEER. Where applicable, the Engineer shall retain all pre-existing proprietary rights in the materials provided to the City but shall grant the City a non-exclusive, perpetual, royalty-free license to use such proprietary information solely for the purpose for which the information was provided. The Engineer may, at Engineer's expense, have copies made of the documents or any other data furnished to the City under or pursuant to this Agreement.

**SECTION 16
ENGINEER'S SEAL**

The Engineer shall place the Texas Professional Engineer's seal of endorsement of the principal engineer on all documents and engineering data furnished by the Engineer to the City. All work and Services provided under this

Agreement will be performed in a good and workmanlike fashion and shall conform to the accepted standards and practices of the engineering profession. The plans, specifications, and engineering data provided by Engineer shall be adequate and sufficient to enable those performing the actual construction of the work to perform the work as and within the time contemplated by the City and Engineer. The City acknowledges that Engineer has no control over the methods or means of construction nor the costs of labor, materials, or equipment. Unless otherwise agreed in writing, any estimates of construction costs by the Engineer are for informational purposes only and are not guarantees.

SECTION 17 INDEPENDENT CONTRACTOR

Engineer acknowledges that Engineer is an independent contractor of the City and is not an employee, agent, official or representative of the City. Engineer shall not represent, either expressly or through implication, that Engineer is an employee, agent, official, or representative of the City. Income taxes, self-employment taxes, social security taxes and the like are the sole responsibility of the Engineer. This Agreement does not create a joint venture or partnership, and neither party has the authority to bind the other to any third party.

SECTION 18 NON-COLLUSION

Engineer represents and warrants that Engineer has not given, made, promised, or paid, nor offered to give, make, promise, or pay any gift, bonus, commission, money, or other consideration to any person as an inducement to or in order to obtain the work to be provided to the City under this Agreement. Engineer further agrees that Engineer shall not accept any gift, bonus, commission, money, or other consideration from any person (other than from the City pursuant to this Agreement) for any of the Services performed by Engineer under or related to this Agreement. If any such gift, bonus, commission, money, or other consideration is received by or offered to Engineer, Engineer shall immediately report that fact to the City and, at the sole option of the City, the City may elect to accept the consideration for itself or to take the value of such consideration as a credit against the compensation otherwise owing to Engineer under or pursuant to this Agreement.

SECTION 19 MEDIA

Contact with the news media shall be the sole responsibility of the City. The Engineer shall under no circumstances release any material or information developed in the performance of its work hereunder without the express written permission of the City.

SECTION 20 PUBLIC INFORMATION ACT

Information, documentation, and other material in connection with this Agreement may be subject to public disclosure pursuant to Chapter 552 of the Texas Government Code (the "Public Information Act"). Effective January 1, 2020, the requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this Agreement and the Service Provider agrees that this Agreement can be terminated if the Service Provider knowingly or intentionally fails to comply with a requirement of that subchapter. To the extent, if any, that any provision of this Agreement is in conflict with Texas Government Code, Chapter 552, as amended (the "Texas Public Information Act"), such provision shall be void and have no force or effect.

In accordance with Section 2252.907 of the Texas Government Code, the Service Provider is required to make any information created or exchanged with the City pursuant to this Agreement, regardless of contrary provisions contained herein, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the City.

SECTION 21 AUTHORITY OF CITY MANAGER

All work and Services to be performed by the Engineer hereunder shall be performed to the satisfaction of the City Manager. The City Manager shall decide any and all questions, which may arise as to the quality, or acceptability of the work performed by the Engineer, and the decisions of the City Manager in such cases shall be final and binding on both Parties. However, nothing contained herein shall be construed to authorize the City Manager to alter, vary, or amend this Agreement.

SECTION 22 INSURANCE REQUIREMENTS

A current certificate of insurance, with the City named as an additional insured, is required to be submitted to the Purchasing Office before the City will enter into a contract with a vendor.

- a. Policy Requirements.** Prior to the approval of this Agreement by the City, the Engineer shall furnish a completed insurance certificate to the Purchasing Office, which shall be completed by an agent authorized to bind the named underwriter(s) to the coverage, limits, and termination provisions shown thereon, and which shall furnish and contain all required information referenced or indicated thereon. **The City shall have NO DUTY TO PAY OR PERFORM UNDER THIS AGREEMENT until such certificate has been delivered to the City.** No officer or employee of the City shall have authority to waive this requirement.
- b. Insurance Coverage Required.**
1. Worker's Compensation in accordance with statutory requirements.
 2. Commercial General Liability Insurance with a combined minimum Bodily Injury and Property Damage limits of \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate.
 3. Business Automobile Liability Insurance for all owned, non-owned, and hired vehicles with combined minimum limits for Bodily Injury and Property Damage of \$1,000,000.00 each accident.
 4. Professional Liability Insurance in the amount of \$2,000,000.00 per claim and annual aggregate.
- c. Additional Policy Endorsements.** The City shall be entitled, upon request, and without expense, to receive copies of the insurance policies, and all endorsements thereto, and may make any reasonable request for deletion, revision, or modification of particular policy terms, conditions, limitations, or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any of such policies). Upon such request by the City, the Engineer shall exercise reasonable efforts to accomplish such changes in policy coverage and shall pay the cost thereof.
- d. Required Provisions.** The Engineer agrees, with respect to the above required insurance, all insurance contracts and certificate(s) of insurance will contain and state, in writing, on the certificate or its attachment, the following required provisions:
1. Name the City of Rosenberg and its officers, employees, and elected representatives as an additional insured; with the exception of the Worker's Compensation and the Professional Liability Insurance coverages;
 2. Provide for notice to the City upon cancellation;
 3. Provide for an endorsement that the "other insurance" clause shall not apply to the City where the City and its officers, employees, and elected representatives are an additional insured shown on the policy; and
 4. Provide for notice to the City at the address shown, below.
- e. Waiver of Subrogation.** The Parties agree to waive any and all rights of recovery, claims, actions, or causes of action against the other, its agents, officers, and employees for any injury, death, loss, or damage that may occur to persons or to City property, or any personal property of such party on City property, by reason of fire, windstorm, earthquake, flood, or any other risks, or any other cause which is insured under the insurance policy or policies that either party is required to provide or maintain under this Agreement, to the extent and only to the extent of any proceeds actually received by the City or the Engineer, respectively, with respect thereto, regardless of the cause or origin, including negligence of either party hereto, its agents, officers, or employees, and each party covenants that no insurer will hold any right of subrogation against the other. If such waiver is not obtained, the party failing to do so indemnifies the other party for any claim by an insurance carrier arising out of subrogation.
- f. Notices.**

The Engineer shall notify the City in the event of any change in coverage and shall give such notices no less than

thirty (30) days prior to the change, which notice must be accompanied by a replacement certificate of insurance. All notices shall be given to the City at the following address:

City of Rosenberg
Attn: John Maresh, City Manager
P.O. Box 32
2110 4th Street
Rosenberg, Texas 77471

- g. Approval.** Approval, disapproval, or failure to act by the City regarding any insurance supplied by the Engineer shall not relieve the Engineer of full responsibility or liability for damages and accidents as set forth in this Agreement. Neither shall the bankruptcy, insolvency, or denial of liability by the insurance company exonerate the Engineer from liability.
- h. Insurance Requirements.** Each insurance policy must be written by a company satisfactory to the City but, in all events, a company with an A.M. Best Company financial rating of not less than A:XII (or similar rating by a comparable service selected by the City should A.M. Best Company cease providing such ratings) and be licensed to do business in Texas or, if the aforesaid is not available, by a company qualified to do business as a non-admitted insurer in Texas under current Texas surplus lines requirements. Such policies must be endorsed so as to require thirty (30) days' prior written notice to the City in the event of cancellation. Required insurance policies must contain cross-liability clauses, when applicable and available. The Engineer must deliver to the City a certificate of insurance for any required insurance policy under this Agreement no later than the Effective Date of this Agreement. The required evidence of coverage must always be deposited with the City. If the Engineer fails to do so, such failure may be treated by the City as a default by the Engineer, and the City, in addition to any other remedy under this Agreement, may purchase and maintain such required insurance policies, and the Engineer must immediately reimburse the City for any premiums paid or costs incurred by the City in providing such insurance. Failure of the Engineer to reimburse the City is a default by the Engineer under this Agreement.
- i. Indemnity for Noncompliance with Insurance Requirements.** The Engineer INDEMNIFIES and HOLDS HARMLESS the City from any loss the Engineer may suffer due to the Engineer's failure to comply with all the above insurance requirements, including the requirement for obtaining waivers of subrogation, and due to any insurance coverage being invalidated because of the Engineer's failure to comply with the terms, conditions, and warranties of any insurance policy.
- j. Cost of Insurance.** The cost of all insurance required herein to be secured and maintained by Engineer shall be borne solely by Engineer, with certificates of insurance evidencing such minimum coverage in force to be filed with City.

SECTION 23 INJUNCTIVE RELIEF

It is hereby understood and agreed that damages shall be an inadequate remedy in the event of a breach by the Engineer of this Agreement and that any such breach by the Engineer will cause the City great and irreparable injury and damage. Accordingly, the Engineer agrees that the City shall be entitled, without waiving any additional rights or remedies otherwise available to the City at law, in equity, or by statute, to injunctive and other equitable relief without proof of actual damages in the event of a breach or intended or threatened breach by the Engineer.

SECTION 24 FORCE MAJEURE

Neither ENGINEER, its suppliers nor CITY will be liable for any failure or delay in this Agreement due to any cause beyond its reasonable control, including acts of war, acts of God, earthquake, flood, embargo, riot, sabotage, labor shortage or dispute, governmental act or failure of the Internet (not resulting from the negligence or willful misconduct of ENGINEER), provided that the delayed party: (a) gives the other party prompt notice of such cause, and (b) uses its reasonable commercial efforts to promptly correct such failure or delay in performance. If ENGINEER is unable to provide services for a period of ten (10) consecutive days as a result of a continuing force majeure event, CITY may cancel the services order without penalty.

SECTION 25 MODIFICATIONS

This Agreement, including *Attachment A* and *Attachment A-1*, and any amendments hereto, contains the entire Agreement between the Parties relating to the rights herein granted and the obligations herein assumed. In the event of any conflict between this Agreement, the City, acting through the City Manager, at his sole discretion, shall determine which provision prevails. 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 hereto.

SECTION 26 CHOICE OF LAW

This Agreement and all the transactions contemplated herein shall be governed by the laws of the State of Texas, without regard to the conflicts of laws principles thereof. Exclusive venue for any action arising out this Agreement shall be in Fort Bend County, Texas, and the Engineer hereby consents to such jurisdiction and venue.

SECTION 27 SEVERABILITY

If any provision of this Agreement is invalid or unenforceable under any statute or rule of law, the provision is to that extent to be deemed omitted, and the remaining provisions shall not be affected in any way.

SECTION 28 CUMULATIVE REMEDIES

In the event of default by any party herein, the other party shall have all rights and remedies afforded to it, at law or in equity, to recover damages and to interpret or enforce the terms of this Agreement. The exercise of any one right or remedy shall be without prejudice to the enforcement of any other right or remedy allowed at law or in equity.

SECTION 29 WAIVER

The failure on the part of any party herein at any time to require the performance by any other party of any portion of this Agreement shall not be deemed a waiver of, or in any way affect that party's rights to enforce such provision or any other provision. Any waiver by any party herein of any provision hereof shall not be taken or held to be a waiver of any other provision hereof or any other breach hereof. No such waiver shall be effective unless in writing and then only to the extent set forth in writing.

SECTION 30 STATUTORY TERMS APPLICABLE TO STATE POLITICAL SUBDIVISIONS

Anti-Boycott Israel Provision. As required by Chapter 2270, Government Code, the Engineer hereby verifies that it does not boycott Israel and will not boycott Israel through the term of this Agreement. For purposes of this verification, "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 purposes.

Foreign Terrorist Organizations. The Engineer represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.

Immigration. The Engineer represents and warrants that it shall comply with the requirements of the Immigration and Nationality Act (8 U.S.C. § 1101 et seq.) and all subsequent immigration laws and amendments.

Undocumented Workers. The Engineer certifies that the Engineer does not and will not knowingly employ an undocumented worker in accordance with Chapter 2264 of the Texas Government Code, as amended. If during the Term of this Agreement, the Engineer is convicted of a violation under 8 U.S.C. § 1324a(f), The Engineer shall repay the amount of the public subsidy provided under this Agreement, plus interest, at the rate of the prime rate plus six percent (6%) per annum, not later than the 120th day after the date the City notifies the Engineer of the violation.

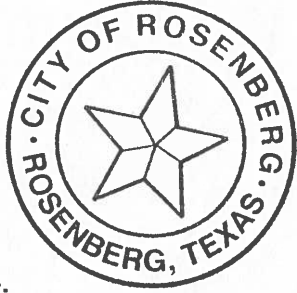
Nondiscrimination Against Firearm and Ammunition Industries. The Engineer verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the Term of this Agreement against a firearm entity or firearm trade association, as those terms are defined by Chapter 2274, Government Code, as enacted by S.B. 19, 87th Legislature, Regular Session.

Anti-Boycott of Energy Companies. The Engineer verifies that it does not boycott energy companies and will not boycott energy companies, as those terms are defined by Chapter 2274, Government Code, as enacted by S.B. 13, 87th Legislature, Regular Session, during the Term of this Agreement.

Pursuant to Chapter 2252, Texas Government Code, the Engineer represents and certifies that, at the time of execution of this Agreement neither the Engineer, nor any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of the same, is a company listed by the Texas Comptroller of Public Accounts under Sections 2270.0201 or 2253.153 of the Texas Government Code.

IN WITNESS WHEREOF, and in acknowledgment that the Parties hereto have read and understood each and every provision hereof, the Parties have executed this Agreement on the date first set forth above.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURE PAGE TO FOLLOW.]



CITY:

CITY OF ROSENBERG, TEXAS

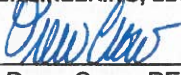
By: 
Name: **John Maresh**
Title: **City Manager**

ATTEST:


Danyel Swint, *City Secretary, TRMC*

ENGINEER:

QUIDDITY ENGINEERING, LLC, A TEXAS LIMITED LIABILITY COMPANY

By: 
Name: **C. Drew Crow, PE**
Title: **Vice President**

ATTACHMENT A



6330 West Loop South, Suite 150
Bellaire, Texas 77401
Tel: 713.777.5337
www.quiddity.com

April 20, 2022

Mr. Rigo Calzoncin
Executive Director of Public Services
City of Rosenberg
P.O. Box 32
Rosenberg, Texas 77471

Re: Proposal for Professional Engineering Services
Wastewater Treatment Plant 1A Headworks Replacement
City of Rosenberg, Fort Bend County, Texas

Dear Mr. Calzoncin:

Quiddity Engineering, LLC (Quiddity) appreciates the opportunity to present this proposal for professional engineering services in connection with the City of Rosenberg (City) *Wastewater Treatment Plant 1A (WWTP 1A) Headworks Replacement* project (the Project).

PROJECT UNDERSTANDING

Quiddity understands the City's existing headworks at WWTP 1A is experiencing issues including screen failure, significant odor and corrosion, limited access to equipment and gates, no automated screenings removal process, hydraulic issues affecting screen performance and flow splitting to the process basins versus equalization basin. The City desires to replace the existing headworks with a new elevated concrete headworks located on the opposite side of the existing driveway adjacent to the existing headworks. The new headworks will include an epoxy coating, grating, and three parallel channels sized for 6 MGD peak flow. One channel will include a 6 MGD mechanical screen with a screening conveyor, one channel will include a manual bar screen, and the third channel will be an open channel for overflow protection. An alternate bid item will be included to install a second 6 MGD mechanical screen and screenings conveyor in the third channel. Each channel will include slide gates to allow for isolation. Downstream of the screens will include flow splitting weir gates that direct flow to the existing aeration basins influent channel through a new pipe connection and to the existing equalization basin through connection to existing piping. The proposed headworks will not contain a drain system. The new equipment will be powered from the existing MCC and include a local control panel located near the proposed headworks structure. The new headworks equipment will be integrated into the City's existing SCADA system for monitoring purposes only. The existing force mains discharging to the existing headworks will be re-routed to the proposed headworks. The existing headworks will be abandoned in place. The existing driveway will be modified to provide access to the dumpster pad area to be constructed with the new headworks. The site grading will be such that the drainage around the proposed headworks follows the existing overland flow path.

QUIDDITY SCOPE OF SERVICES

Equipment Review

1. Prepare a presentation to the City describing up to five (5) different screen technologies for the City to consider and select up to three (3) different technologies to observe on a site visit.
2. Perform up to three (3) site visits on a one day trip within fifty (50) miles of the City to observe up to three (3) different screen technologies currently in service at existing wastewater treatment plants.



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3. Coordinate and attend up to three (3) manufacturer presentations to be presented to the City and Quiddity.

Design Phase Services

1. Perform project management including maintenance of a project schedule, maintenance of a quality management plan, invoicing, preparation of written monthly progress summary updates, and management of resources and sub-consultants.
2. Arrange and coordinate field survey and geotechnical investigation, and conduct a project walkthrough.
3. Prepare a project design report for the proposed headworks, as required and outlined by TCEQ 30 TAC Chapter 217.10. This manual will only include the items outlined by TCEQ suitable for submittal to the TCEQ for the proposed project. If requested by TCEQ during their review, provide supplemental information to include in the design report.
4. Construction drawings will be prepared in 2D in AutoCAD 2019.
5. Technical specifications will be prepared in Construction Specifications Institute (CSI) 16 Division format and per Quiddity standards.
6. Prepare a 30% design submittal consisting of a proposed equipment list and 30% construction drawings consisting of a proposed site layout and headworks flow schematic, hydraulic profile, P&ID, one-line diagram, and electrical load analysis.
7. Prepare an AACE Class III, 30% engineer's opinion of probable construction cost (EOPCC)
8. Prepare a bid form.
9. Prepare a scope package for bidding purposes the City's sole-sourced SCADA integrator, Data Flow Systems, Inc., that includes the required hardware, software, and I/O list. The City's selected integrator will be responsible for the SCADA system work, providing all required SCADA system hardware and controls panels, and performing all programming and integration.
10. Prepare a 90% design submittal consisting of a draft bid form, draft Divisions 1-16 technical specifications, and 90% construction drawings consisting of title page, general notes and details, proposed site layout, yard piping layout, site duct back layout, paving plan, and headworks bypass plan; headworks flow schematic, hydraulic profile, P&ID, mechanical plan and profile, structural plan and profile, electrical layout, one-line diagram, control diagram, and electrical load analysis.
11. Prepare an AACE Class II 90% EOPCC.
12. Submit to TCEQ for review and approval at the 90% milestone.
13. Submit to the City for review.
14. Prepare a 100% design submittal, including signed and sealed technical specifications and construction drawings, for a single construction package.
15. Prepare an AACE Class II 100% OPCC
16. Incorporate City prepared and provided bidding documents (General Conditions, Special Conditions, Instruction to Bidders, Agreement, etc.) with the technical specifications and construction drawings to create bidding documents. Quiddity will incorporate project information into City's standard forms, but will not review City documents and the City is responsible for the completeness and accuracy of these documents.
17. Incorporate special bidding documents provided by the City, or its grant administrator, required by the special funding sources.
18. Submit to the City for approvals.



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19. Attend meetings with City staff to kick-off the project and to review the 30% and 90% design submittals (one workshop for each either virtually or at the City's office).
20. Provide engineering information including signed and sealed construction drawings, technical specifications, and EOPCC and to the City's Grant Administrator for their use with the annual ARPA report for program compliance. The City's Grant Administrator will be responsible for all activities related to special funding requirements including reporting, payment submittal, attendance of meetings, and other requirements that may exist. Quiddity will provide the documents noted above, but will not perform services that duplicate the Grant Administrator's roles and responsibilities.

Bid Phase Services

1. Perform project management including maintenance of a project schedule, maintenance of a quality management plan, invoicing, preparation of written monthly progress summary updates, management of resources and sub-consultants.
2. Post the bidding documents online via Civcast USA for review by prospective bidders.
3. Facilitate a pre-bid meeting at the City's office
4. Respond to questions, interpret bidding documents, and prepare addenda to the bidding documents. Addenda will be distributed online via Civcast USA. This scope assumes up to a three (3) week bidding period for a single bidding cycle.
5. Review contractor submitted references for up to 2 bidders.
6. Attend abid opening.
7. Prepare a bid tabulation, and issuance of a Recommendation of Award.
8. Prepare construction contract documents on City forms and coordinate execution with the Contractor.
9. Collect all addenda and incorporate such information into the drawings and technical specifications to create conformed documents for construction
10. Quiddity will review the bonds and insurance for completeness, but we recommend the City engage its legal counsel or a knowledgeable construction insurance expert for this service.
11. Provide engineering information including bid tabulation and Recommendation of Award. The City's Grant Administrator will be responsible for all activities related to special funding requirements including reporting, payment submittal, attendance of meetings, and other requirements that may exist. Quiddity will provide the documents noted above, but will not perform services that duplicate the Grant Administrator's roles and responsibilities.

Construction Phase Services

1. Perform construction contract administration as defined in Exhibit A for a construction duration of up to 300 calendar days.
2. Provide up to 45 submittal reviews, including second reviews when deemed necessary by Quiddity, of contractor submittals (assumed up to 30 submittals) for compliance with Quiddity's design to complete the submittal review process.
3. Provide a submittal log monthly pre-populated with known submittals required by Quiddity's technical specifications.
4. Review up to 10 Requests for Information (RFIs) from the contractor and provide written responses.



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5. Upon completion of the work by the Contractor, perform up to one (1) field observation to review the Contractor's work for conformity to contract documents, issue a punch list of noted deficiencies, and issue Certificate of Completion.
6. At the end of the Construction Phase, submit a Construction Response Package that contains all completed RFIs, Contractor submittals, and Contractor O&Ms. Record drawings will not be prepared by Quiddity. The Contractor's submitted redlined record drawings will be submitted to the City.
7. Provide engineering information including Contractor Notice to Proceed, and progress pay estimates to the City's Grant Administrator for their use with the annual ARPA report for program compliance. The City's Grant Administrator will be responsible for all activities related to special funding requirements including reporting, payment submittal, attendance of meetings, and other requirements that may exist. Quiddity will provide the documents noted above, but will not perform services that duplicate the Grant Administrator's roles and responsibilities.

Construction Observation

1. Assist City in work observation as described in the attached Exhibit A (Work Observation: Level I (Periodic Part-Time Representation)). The total construction phase will be up to 43 weeks, but construction activities are not anticipated for the entire duration. Provide up to 12 hours per week on average, including travel time, for up to 24 weeks, to observe construction activities and report on compliance, with respect to accepted construction methods and the contract documents, using Procore web-based document management system. FPR will be experienced in similar projects and responsible for primary observation.
2. Attendance by a member of the design team of a single process control system start-up.
3. Attend field progress meetings with the Contractor by the construction manager, field project representative, and up to two (2) members of the design team. These meetings will also be utilized by the design team to observe construction progress and observe the construction for conformity to contract documents.
4. Coordinate and/or attend an 11-month warranty inspection with the Contractor

Surveying Services

1. During the design phase, perform an on-the-ground topographic survey to establish vertical control, to establish 1-foot contours of existing ground elevations in the general vicinity of the proposed project area near the existing headworks, deemed necessary by Quiddity, consisting of ~0.5 acres. Locate visible improvements that are deemed necessary by Quiddity to complete the project design including fencing, pavement, structures, slabs, buildings, manholes, power poles, and geotechnical bore locations within the project area. Horizontal control will be based on NAD 83 datum in accordance with existing City monumentation and vertical control will be based on the NAVD 88 datum.
2. Title report research of the existing site and a boundary survey of the existing site will not be performed for this project. The City directed Quiddity to rely solely on City provided record drawings and prior site for use in verifying site ownership information, encumbrances, and accuracy of the site boundary.
3. During the construction phase, perform a single half-day trip to the project site to establish project survey control for the Contractor's use in performing their own Construction Staking,



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Geotechnical Investigation

1. Geotechnical investigations will be conducted including performing field exploration for up to two (2) borings, totaling not more than 80 vertical feet of depth cumulatively at locations deemed by Quiddity as required to support the design, including performing laboratory testing of the samples obtained from the borings to determine the soil classification and pertinent engineering properties of the subsurface materials. Test type and quantity may vary by boring location but are expected to include classification tests, moisture content, dry unit weight, unconfined compressive strength, and one-dimensional swell. Perform engineering analysis to prepare a geotechnical report including appendix with boring logs and laboratory test results, discussion of subsurface conditions, foundation for the proposed concrete structures, and miscellaneous concrete slabs, lateral earth pressure, concrete pavement design recommendations to include pavement subgrade and concrete thickness.

Project Expenses

1. Reproduction expenses, plan review fees, delivery fees, other project expenses, and other services not performed by Quiddity.

List of Deliverables

1. Digital copies (PDFs) of project summary updates.
2. Digital copy (PDF) of meeting minutes.
3. One (1) digital (PDF) copy of bid set drawings, technical specifications, and bidding documents.
4. One (1) digital (PDF) copy of the completed geotechnical report.
5. Digital copies (PDFs) of addenda.
6. One (1) digital (PDF) copy of Construction Response Package.
7. One (1) digital (PDF) copy and four (4) bound paper copies of conformed contract documents for execution.
8. One (1) digital (PDF) copy of Quiddity's Recommendation of Award.
9. One (1) digital (PDF) copy of the Contractor's Notice to Proceed.
10. Digital copies (PDFs) of construction meeting minutes.
11. One (1) digital (PDF) copy of Certificate of Completion.
12. One (1) digital (PDF) copy of Contractor punch list.
13. One (1) digital (PDF) copy of record drawings.

Supplemental Services

These services are not included in this proposal, but the City may want or need these services during the project. These services can be performed by Quiddity for additional compensation.

1. Provide water quality sampling and analysis, treatability studies, or pilot testing.
2. Provide environmental investigations, permitting, mitigation, remediation, or stormwater detention/water quality pond design services.
3. Redesign of any portion of the scope noted above to accommodate changes in published codes or regulations. All design elements will be performed to codes and regulations that are published at the date of authorization (March 2022).



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4. Coordinate with and/or address comments by independent reviewers.
5. Provide value engineering after completion of the design phase.
6. Perform, through a third-party specialist, any required or non-required building analyses, TDLR (ADA) reviews, Registered Accessibility Specialist reviews for TAS purposes, TDI windstorm application and certification submittals, TDLR (ADA) inspections, or IBC Special Inspections.
7. Preparation of multiple bid packages, including special equipment procurement packages.
8. Provide bid phase services to re-bid the project.
9. Provide services if additional or extended services are made necessary by work damaged by fire or other cause during construction, defective or neglected work of contractor; prolongation of construction contract time beyond the 300 calendar days noted in the project schedule, acceleration of work schedule involving services beyond normal working hours; or default under construction contract due to delinquency or insolvency.
10. Prepare Record Drawings or perform as-built survey.
11. Attend witnessed factory testing of equipment.
12. Assistance with post-construction warranty work.

SERVICES PROVIDED BY THE CITY

1. Provide prior geotechnical investigation reports conducted at the existing site.
2. Provide environmental investigations of existing and proposed sites.
3. Provide as-built records of completed construction projects at the existing site.
4. Provide payment for all required permits and provide issuance of any City permits.
5. Provide payment for plan review and permitting fees.
6. Provide front end contract documents including bidding documents, agreement, supplemental conditions, and liquated damages/incentives (if any) language and amounts to be included in the contract.
7. Provide bidding documents required by the City's special funding requirements.
8. Convey the City's risk tolerance, the resultant limits and types of insurance coverage for construction to match that tolerance. Review and approval of contractor's insurance
9. Set bonding requirements per the City's risk tolerance. Review and approve contractor bonds.
10. Submit project advertisement for publication
11. Award and final acceptance of contract
12. Provide detention, mitigation, or any other storm water related needs associated with the project.

COMPENSATION

Compensation for all services will be on a lump sum basis as noted below.

<u>Task</u>	<u>Compensation</u>
1. Equipment Review (Lump Sum)	\$14,000
2. Design Phase Services (Lump Sum)	\$170,000
3. Bid Phase Services (Lump Sum)	\$15,000
4. Construction Phase Services (Lump Sum)	\$66,000
5. Construction Observation (Lump Sum)	\$64,000



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6. Surveying Services (Lump Sum)	\$11,000
7. Geotechnical Services (Lump Sum)	\$12,000
8. Project Expenses (Lump Sum)	<u>\$3,000</u>
Total	\$355,000

SCHEDULE

Quiddity will complete the scope of services defined below in the summary of the major milestones. Note that durations are in calendar days, commencing with receipt of written notice-to-proceed.

Milestone/Deliverable	Calendar Days to Completion ⁽¹⁾
Notice to Proceed	0
Equipment Evaluation	30
30% Design Submittal to City	90
30% City Provide Review Comments to Quiddity	105
90% Design Submittal to City	165
90% City Provide Review Comments to Quiddity	180
Submit to Agencies for Review	210
100% Design Submittal to City	240
Agency Approvals ⁽²⁾	300
Anticipated Project Advertisement	314
Anticipated Project Bid Opening	335
Anticipated Construction Notice to Proceed	395
Anticipated Construction Completion	695

Notes:

- 1) Days presented are cumulative calendar days from Notice to Proceed.
- 2) Duration is estimated, as this is out of Quiddity's control.

SPECIAL CONSIDERATIONS

This proposal is based on the following special considerations:

1. This proposal will be subject to the Professional Services Agreement between Quiddity and the City to be executed in concurrence with this proposal.
2. The Scope of Work presented is based on a single, Base Bid package with a single bid alternate for a second screen. Should the City desire to separate the work into multiple bid packages or add bidding alternate work, Quiddity reserves the right to additional scope and compensation.



Mr. Rigo Calzoncin

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3. Construction materials testing and construction staking will be required but are not included in this proposal. It is understood these scope items will be the responsibility of the Contractor.
4. In the event that additional or extended services are made necessary by work damaged by fire or other cause during construction, defective or neglected work of contractor; prolongation of construction contract time beyond the calendar days noted in the project schedules, acceleration of work schedule involving services beyond normal working hours; or default under construction contract due to delinquency or insolvency, these additional services will be performed on a time and materials basis in accordance with the enclosed Schedule of Hourly Rates and Schedule of Reimbursable Expenses.
5. It is assumed by all parties to this contract that the existing site is suitable for this project without encumbrance, defect, unknown wastes or gasses, and the City accepts that the new equipment will be designed to an elevation of at least 2-feet above the Base Flood Elevation (BFE) of 92.5 NAVD 88 as published in FEMA FIRM Map 48157C0235, effective since April 2, 2014. The City accepts that this is an acceptable risk of flooding.
6. In the event TCEQ requires a detailed review of the plans, specifications, and design report, the design phase will be delayed approximately 90 calendar days. This is outside of the Engineer's control and shall not be considered as part of the schedule duration noted in this work authorization.
7. Neither Quiddity nor the City have any control over the cost of labor, materials, or equipment, construction contractors, their means and methods, their methods of developing pricing, or over the cost of competitive bidding, market, or negotiating conditions. Accordingly, Quiddity cannot and does not warrant or represent that the bids or negotiated prices will not vary from the project budget or from any EOPCC for the project prepared by Quiddity.
8. Market conditions for construction pricing has been volatile due to, but not limited to, labor shortages, material shortages, and supply chain disruptions since the start of the pandemic and are experiencing added strain due to recent and ongoing global conflicts. The U.S. Bureau of Labor Statistics Consumer Index has reported an overall inflation of 8.5% over the last 12 months (reported for March 2022). The unknown decisions of federal government monetary policy, in connection with the events noted above, may increase or decrease the current inflation rates. In addition to inflation, Quiddity has seen a significant market escalation, on the order of 30-40%, over the past 24 months due to the significant deficit in supply versus demand in the local construction industry in connection with the events noted above.
9. The proposed fees shall be considered in their entirety for the scope of services. Should you wish to contract with us for only a portion of the work, we reserve the right to negotiate individual scope items on their own merits.
10. This proposal shall be valid for sixty (60) days from this date and may be extended upon approval by this office.



Mr. Rigo Calzoncin

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April 20, 2022

We thank you for the opportunity to submit this proposal. An executed copy of this proposal will serve as our notice to proceed. Please return one copy to our office. Should you have any questions, please call.

Sincerely,

A handwritten signature in blue ink, appearing to read 'C. Drew Crow'.

C. Drew Crow, PE
Project Manager

Sincerely,

A handwritten signature in blue ink, appearing to read 'Kyle H. Kaspar'.

Kyle H. Kaspar, PE
Client Manager

CDC/vss

V:\Practice Workspace\Water\Marketing\SQOs Submitted\City of Rosenberg\WWTP 1A Headworks Replacement\Rosenberg WWTP 1A Headworks Replacement Proposal.docx

APPROVED BY:

By: _____

Name: _____

Date: _____

EXHIBIT A - Construction Phase Services

A. Construction Contract Administration ("CCA")

Administration services during construction include activities (other than field services) supporting the construction phase of the project on behalf of the Client. These services must be accompanied by Field Project Representation. Contract Administration services consist of the following:

1. Creation/collection, coordination and execution of post-bid contract documents and subsequent forms needed during the contract period of performance
2. Facilitate bond and insurance review by Client's designated agent
3. Maintain general knowledge of the contract, general conditions, special conditions, and addenda
4. Facilitation of the contractual and agreed upon lines of communication
5. Sending contractual notices to all parties
6. Receive, review and recommend periodic contractor pay requests. Provide written recommendation of payment to Client based upon on-site observations
7. Processing RFIs and RFPs
8. Change order preparation and processing, quantity and price assessment
9. Schedule monitoring
10. Managing pre-construction meeting
11. Management of submittals, samples and shop drawings
12. Generating close-out documents
13. File management
14. Minimum level of documentation and reporting
15. Issuance of a Certificate of Substantial Completion to Client

B. Construction Management ("CM")

In addition to the items included in Construction Contract Administration, Construction Management services shall include the following:

1. Maintenance of a Critical Path Method schedule and monthly updating by the Contractor
2. Active engagement with the Contractor for work sequencing, phasing and shut-downs
3. Coordination of multiple contractors working under multiple contracts on-site simultaneously rather than in series
4. Coordination of construction staking, construction materials testing, and special inspections (unless they are managed by the Contractor's contract).
5. Review of test results, construction methods, planning, and Contractor's QA/QC plans
6. Higher level of documentation and reporting (detail, frequency, method, accessibility, delivery)
7. Make reasonable attempts to resolve issues before disputes arise
8. Assist in risk mitigation including assessment of the Contractor's schedule and construction sequencing to limit interruptions to the Client's services, reduction in construction delays
9. Fee management of our subconsultants and the Client's
10. Change order negotiation/cost verification
11. Provide regular and thorough communication with the project team
12. Provide written construction summary twice per month to be submitted to the Client

Construction Management can benefit by having "resident" personnel on the project site. With resident services, a licensed Professional Engineer or experienced Construction Manager will work from a temporary office trailer at the project site for the proposed average number of hours per week for the active duration of the construction contract period of performance. The Resident Personnel will share duties with the Field Project Representative to enhance the Construction Management and Field Project Representation services. **Level II Field Project**

EXHIBIT A - Construction Phase Services

Representation is required for all Construction Management jobs.

Construction Management compensation, including resident services, are determined on a project by project basis. A written proposal will be provided to the CLIENT if these services are requested.

C. Field Project Representation

Field project representation services generally consist of full-time or part-time on-site project representative(s) to assist the Engineer and to provide more extensive observation of the Contractor's work. Presence of Engineer's Field Project Representatives does not guarantee the contractor's work shall be free of defect, but is intended to improve the Client's familiarity with the contractor's progress and quality of work. Engineer can provide different levels of observation to meet the Clients' needs. A description of Engineer's duties for the two different levels of observation are described below.

Work Observation: Level I (Periodic Part-Time Representation for Major Activities)

1. Spot check field-testing and other field quality assurance testing activities (while on-site)
2. Review and approximate periodic progress payment quantities, including verifying Materials on Hand
3. Monitor the Contractor's maintenance of record drawings
4. Provide field coordination and field communication between Client and the Contractor
5. Occasional field attendance by construction project manager
6. Coordination of field project representatives
7. Observe work performed for substantial compliance with the contract documents. Observation includes up to 10 to 20 hours per week on-site (including travel time.) Field Project Representative will make best effort to be present for major activities as noted.
8. Prepare a summary of work observed during each visit

Work Observation: Level II (Full-Time Representation)

Includes scope of Work Observation: Level I, plus the following:

1. Observe work performed for compliance with the contract documents. Observation includes up to 40 hours per week on-site (including travel time). The 40 hours per week include performing all the tasks listed in Work Observation Level I plus the tasks noted below.
2. Monitor and track quantities of work performed
3. Monitor and track Contractor's crews and equipment on-site
4. Validate impact-days daily
5. Match concrete batch tickets to placement locations
6. Attendance at minor activities
7. Prepare a daily summary of work observed

Major Activity Examples:

- Bedding and Backfill of Utilities
- Tunneling, Boring and Jacking
- Subgrade Stabilization & Compaction
- Mandrel, Pressure, Vacuum or other Testing
- Form and Rebar Placement
- Concrete Placement
- Equipment Setting & Start-Up
- Clear Water Tests
- Commissioning of Equipment
- Process Switchovers
- Start-up of Bypass Activities
- Coatings
- Any activity that interrupts service to District's customers
- Traffic Control Set-Up



SCHEDULE OF HOURLY RATES Effective January 2021 - Subject to Annual Revision

ENGINEERING PERSONNEL

Design Engineer I	\$110
Design Engineer II	\$130
Professional Engineer I	\$150
Professional Engineer II	\$170
Professional Engineer III	\$195
Professional Engineer IV	\$225
Professional Engineer V	\$240
Practice Leader	\$260

ELECTRICAL ENGINEERING PERSONNEL

Electrical Design Engineer I	\$120
Electrical Design Engineer II	\$140
Electrical Professional Engineer I	\$165
Electrical Professional Engineer II	\$180
Electrical Professional Engineer III	\$200
Electrical Professional Engineer IV	\$235
Electrical Professional Engineer V	\$250

CONSTRUCTION PERSONNEL (Includes Mileage)

Construction Manager I	\$110
Construction Manager II	\$130
Construction Manager III	\$150
Construction Manager IV	\$170
Construction Manager V	\$195
Field Project Representative I	\$ 65
Field Project Representative II	\$ 90
Field Project Representative III	\$110
Specialist Field Project Representative I	\$120
Specialist Field Project Representative II	\$135
Senior Specialist Field Project Representative	\$150

SPECIALIST

Specialist I	\$100
Specialist II	\$125
Specialist III	\$195
Specialist IV	\$240

PLANNING PERSONNEL

Planner I	\$ 95
Planner II	\$125
Planner III	\$155
Planner Manager	\$225

DESIGNERS/DRAFTING PERSONNEL

CAD Operator I	\$ 60
CAD Operator II	\$ 85
CAD Operator III	\$100
Designer I	\$100
Designer II	\$120
Designer III	\$140
GIS I	\$ 85
GIS II	\$110
GIS III	\$145
GIS IV	\$180

SURVEYING PERSONNEL

1-Person Field Crew	\$130
2-Person Field Crew	\$180
3-Person Field Crew	\$220
4-Person Field Crew	\$250
Scanner Equipment	\$100
Survey Technician I	\$ 85
Survey Technician II	\$ 95
Project Surveyor I	\$ 90
Project Surveyor II	\$105
Project Surveyor III	\$125
Project Surveyor IV	\$150
Chief of Survey Crews	\$110
Certified Photogrammetrist	\$140
Remote Pilot I	\$ 85
Remote Pilot II	\$115
Remote Pilot III	\$150
Visual Observer	\$ 85
LiDAR Tech	\$ 95
Aerial Tech	\$ 80
Registered Professional Land Surveyor	\$170
Survey Manager	\$195

OFFICE PERSONNEL

Engineer's Assistant I	\$ 60
Engineer's Assistant II	\$ 75
Engineer's Assistant III	\$ 85
Admin I	\$ 60
Admin II	\$ 80
Admin III	\$105
Assistant Controller/ Chief Accountant	\$120
Corporate/Project Accountant	\$100



SCHEDULE OF REIMBURSABLE EXPENSES

Effective January 2019

Subject to Annual Revision

1. **Reproduction performed in office**

<u>Size</u>	<u>Black & White</u>	<u>Color</u>
8½ x 11 (single-sided)	\$0.05/page	\$.50/page
8½ x 11 (double-sided)	\$0.15/page	\$ 1.00/page
8½ x 14	\$0.15/page	\$.75/page
11 x 17	\$0.20/page	\$ 1.00/page
<u>Large Document Prints/Plots</u>	<u>Black & White</u>	<u>Color</u>
Bond	\$0.20/sq ft	\$ 1.00/sq ft
Photographic Bond	\$4.00/sq ft	\$ 5.00/sq ft
Mylar (4 mil)	\$2.00/sq ft	N/A

Aerial Backgrounds

All sizes \$5.00/sheet (plus above sq. ft. cost)

- 2. **Transportation (mileage):** Standard IRS mileage rate in effect
- 3. **Subcontracts and all other outside expenses and fees:** Cost, plus 10% service charge
- 4. **Surveying Expenses**
 - a. **Crew Rates:** Includes time charged portal to portal and the first 120 miles of transportation and standard survey equipment
 - b. **Special Rental Equipment:** Cost, plus 10%
 - c. **Stakes:** Cost, plus 10% service charge when an excessive number of wooden stakes or any special stakes are required
 - d. **Iron Rods and Pipes:** Cost, plus 10%
 - e. **All-Terrain Vehicle (ATV):** \$150/day
 - f. **Overnight Stays:** \$190/night
 - g. **Overtime Rates:** Jobs requiring work on weekends or holidays billed at 1.5 times the standard rate
 - h. **Sales Tax:** To be paid on boundary-related services.
 - i. **Deliveries, abstracting services, outside reproduction costs, and other reimbursable expenses** charged at cost, plus 10%

Final 2022
Standard

EXHIBIT B

REQUIRED CONTRACT PROVISIONS

2 CFR 200.326 Contract provisions. The non-Federal entity's contracts must contain the applicable provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards. The non-Federal entity's contracts must contain the applicable provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards.

All Contracts

THRESHOLD	PROVISION	CITATION
>\$150,000 (Simplified Acquisition Threshold)	Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.	2 CFR 200 APPENDIX II (A)
>\$10,000	All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.	2 CFR 200 APPENDIX II (B)
None	Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.	2 CFR 200 APPENDIX II (F)
None	Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.	2 CFR 200 APPENDIX II (H)
None	Records of non-Federal entities. FEMA, Inspectors General, the Comptroller General of the United States, the Texas Division of Emergency Management (TDEM), Texas Water Development Board (TWDB), and the pass-through entity, or any of their authorized representatives, must have the right of access to any documents, papers, or other records of the non-Federal entity which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the non-Federal entity's personnel for the purpose of interview and discussion related to such documents.	2 CFR 200.336
None	Financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a subrecipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon non-Federal entities. The only exceptions are the following: (a) If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. (b) When the non-Federal entity is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant	2 CFR 200.333

EXHIBIT B

	<p>agency for indirect costs, or pass-through entity to extend the retention period.</p> <p>(c) Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition.</p> <p>(d) When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 3-year retention requirement is not applicable to the non-Federal entity.</p> <p>(e) Records for program income transactions after the period of performance. In some cases recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.</p> <p>(f) Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).</p> <p>(1) If submitted for negotiation. If the proposal, plan, or other computation is required to be submitted to the Federal Government (or to the pass-through entity) to form the basis for negotiation of the rate, then the 3-year retention period for its supporting records starts from the date of such submission.</p> <p>(2) If not submitted for negotiation. If the proposal, plan, or other computation is not required to be submitted to the Federal Government (or to the pass-through entity) for negotiation purposes, then the 3-year retention period for the proposal, plan, or computation and its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation.</p>	
<p>None</p>	<p>Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.</p> <p>(a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.</p> <p>(b) Affirmative steps must include:</p> <p>(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;</p> <p>(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;</p> <p>(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;</p> <p>(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;</p> <p>(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and</p> <p>(6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.</p>	<p>2 CFR 200.321</p>

EXHIBIT B

None	Firm shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.	DHS Standard Terms and Conditions
Option Contract Language for contracts awarded prior to Grant Award	The contract award is contingent upon the receipt of HMGP/PDM/FMA funds. If no such funds are awarded, the contract shall terminate.	Optional

DESCRIPTIONS (Continued from Page 1)

Liability and Automobile Liability policies contain a special endorsement with "Primary and Noncontributory" wording. All policies provide a Blanket Waiver of Subrogation when required by written contract. All policies include an endorsement providing that 30 days notice of cancellation for reasons other than non-payment of premium and 10 days notice of cancellation for nonpayment of premium will be given to the Certificate Holder by the Insurance Carrier. The Umbrella Liability policy follows form to the underlying General, Auto, and Employers Liability policies.

Job Number:WWTP 1A Headworks Replacement

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

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

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

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

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

OFFICE USE ONLY

Date Received

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

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 in this section is being disclosed.

Name of Officer

This section (item 3 including subparts A, B, C, & D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes No

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 named in this section AND the taxable income is not received from the local governmental entity?

Yes No

C. Is the filer of this questionnaire employed by 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?

Yes No

D. Describe each employment or business and family relationship with the local government officer named in this section.

4



Signature of vendor doing business with the governmental entity

January 18, 2022

Date

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2022-876919

Date Filed:
04/22/2022

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Quiddity Engineering, LLC
Bellaire, TX United States

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

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.
04222022
Wastewater Treatment Plant 1A Headworks Mechanical Bar Screen Replacement

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Aylward, Robert	Bellaire, TX United States	X	
	Black, Clayton	Bellaire, TX United States	X	
	Crow, Conlin D.	Bellaire, TX United States	X	
	Kennedy, Bryan	Bellaire, TX United States	X	
	Krahn, Kevin	Katy, TX United States	X	
	Synatschk, Tobin	Bellaire, TX United States	X	
	Willis, Darren	Katy, TX United States	X	

5 Check only if there is NO Interested Party.


6 UNSWORN DECLARATION

My name is Renea McCurry, and my date of birth is 11/08/1966.

My address is 1575 Sawdust Rd. Ste 400, The Woodlands, TX, 77380, USA.
(street) (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 22 day of April, 2022.
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

**OFFICE USE ONLY
CERTIFICATION OF FILING**

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Quiddity Engineering, LLC
Bellaire, TX United States

Certificate Number:
2022-876919

Date Filed:
04/22/2022

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

Date Acknowledged:
04/22/2022

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04222022
Wastewater Treatment Plant 1A Headworks Mechanical Bar Screen Replacement

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Aylward, Robert	Bellaire, TX United States	X	
	Black, Clayton	Bellaire, TX United States	X	
	Crow, Conlin D.	Bellaire, TX United States	X	
	Kennedy, Bryan	Bellaire, TX United States	X	
	Krahn, Kevin	Katy, TX United States	X	
	Synatschk, Tobin	Bellaire, TX United States	X	
	Willis, Darren	Katy, TX United States	X	

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

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

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)