

PROFESSIONAL SERVICES AGREEMENT

This Agreement, made and entered into this, the 21st day of May 2019, by and between the **City of Dripping Springs, Texas** (hereinafter referred to as the “City”) and **HDR Engineering, Inc.**, (hereinafter referred to as “Contractor”), is understood and agreed to be as set forth herein:

1. Master Agreement:

- (a) This Agreement shall apply to as many projects as City and Contractor agree will be performed under this terms and conditions of this Agreement. Each project Contractor performs for City hereunder shall be designated by a “Task Order”. A sample Task Order is attached as Attachment “A”. No Task Order shall be binding or enforceable unless and until it has been properly executed by the City through its City Administrator or Deputy City Administrator and Contractor. Each properly executed Task Order shall become a separate supplemental agreement to this Agreement.
- (b) In resolving potential conflicts between this Agreement and a Task Order pertaining to a specific project, the terms of this Agreement shall control.
- (c) Contractor will provide the Scope of Services as set forth in Part 2 of each Task Order.
- (d) Further terms are attached as Attachment “A”. If terms in Attachment “A” and this Agreement conflict, this Agreement controls.

2. Scope of Work:

Contractor will perform work as described in each Task Order as approved by the City.

3. Description of Services: The Contractor shall perform the below duties as needed by the City:

- (a) Contractor shall deliver written reports to City Hall via mail, in person, facsimile, or other electronic means as appropriate.
- (b) If the City’s assignment of duties for a specific project is declined by Contractor, then the City may assign said duties to another employee or Contractor at the City’s discretion. Contractor does not have the authority to unilaterally select another contractor to perform the work the Contractor was assigned except as allowed in Attachment “A” as Additional Services. Contractor shall assist the City in the selection of additional contractors when requested by the City.

- (c) Contractor may from time to time be called upon to perform the following services:
 - (1) Attend meetings of the City Council, when requested by the Mayor, City Administrator, or Deputy City Administrator; and/or
 - (2) Attend other public or private meetings involving review of engineering matters related to the duties performed under this Agreement.
 - (d) Contractor shall conduct business in good faith displaying professionalism and a courteous manner in dealings with the staff, citizens, and customers of the City. Contractor agrees to abide by the Texas Engineering Practice Act and Rules as established by the Texas Board of Professional Engineers when professional engineering is used in performance of Contractor's duties and responsibilities.
 - (e) Contractor will report to the Deputy City Administrator, verbally or in writing, any conflicts between Contractor and any citizen or customer in the course of performing said duties and responsibilities.
 - (f) Contractor shall maintain complete and accurate records of work performed for the City. Contractor shall manage both public and confidential records that Contractor obtains pursuant to this Agreement with the understanding that some records may be subject to state open records laws. Contractor shall comply with the City's public information policies.
 - (g) Performs other related duties as needed.
- 4. Payment for Services:** The City will compensate Contractor in accordance with the fee structure contained in Contractor's proposal attached as Attachment "B". Contractor shall invoice City in accordance with Contractor's attached proposal. Invoices will be submitted monthly and payment is due within 30 days of City's receipt and approval of the invoice. If payment is not received by the 45th day after the invoice is received by the City, then Contractor may suspend services under the Agreement until all invoice amounts due are paid in full. The work schedule shall be extended the total amount of time after Contractor suspends services to the time payments are received. The total amount of this contract including all Task Orders will not exceed six hundred fifty-two thousand nine hundred (\$652,900.00). Additional services and payment for additional services as relates to Attachment "A" must be approved in writing by the City prior to provision of such services.
- 5. Duration:** This Agreement shall be in effect for a period of three years unless terminated as provided below or if all work associated with Agreement is completed. Contractor shall start work immediately after the execution of this Agreement.
- 6. Termination:** Either party may terminate this Agreement by a seven (7) day written notice.

7. **Relationship of Parties:** It is understood by the parties that Contractor is an independent contractor with respect to the City and not an employee of the City. City will not provide fringe benefits, including health insurance benefits, paid vacation, or any employee benefit, for the benefit of Contractor. The City may contract with other individuals or firms for engineering services.
8. **Limitations:** During the period the Consultant is covered by this agreement, the Consultant shall comply with all city ordinances including Section 2.02.002 Standards of conduct and disclosure of interest.
9. **Employees:** Contractor employees, if any, who perform services for City under this Agreement shall also be bound by the provisions of this Agreement. At the request of City, Contractor shall provide adequate evidence that such persons are Contractor's employees.
10. **Mandatory Disclosures:** Texas law requires that vendors make certain disclosures. Prior to the effective date of this Contract, the Contractor has submitted to the City a copy of the Conflict of Interest Questionnaire form (CIQ Form) approved by the Texas Ethics Commission (Texas Local Government Code Chapter 176) and, by signing this Agreement, the Contractor affirms compliance with the Prohibition on Contracts with Companies Boycotting Israel (Texas Government Code Chapter 2270). The Contractor must also fill out Form 1295, as required by the Texas Ethics Commission, and submit it to the City. The form may be found here: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm
11. **Injuries/Insurance:** Contractor acknowledges the Contractor's obligation to obtain appropriate insurance coverage for the benefit of Contractor's employees, if any. Contractor waives the rights to recovery from City for any injuries that Contractor and/or Contractor's employees may sustain while performing services under this Agreement. Contractor is to provide a copy of proof of insurance coverage to City at least ten (10) days prior to end of any existing coverage period if Contractor uses the services of any of Contractor's employees for the provision of services to the City. The Contractor agrees to procure insurance as outlined in Section 2 of the HDR Engineering, Inc. Terms and Conditions for Professional Services attached as Attachment "A" and shall name the City as an "additional named insured".
12. **Indemnification:** Contractor agrees to indemnify and hold City harmless from all claims, losses, expenses, fees, including reasonable attorney's fees, costs, and judgments that may be asserted against City to the extent caused by or resulting from acts of negligence, intentional tort, or intellectual property infringement of Contractor, Contractor's employees, if any, and Contractor's agents as outlined in Section 2 of the HDR Engineering, Inc. Terms and Conditions for Professional Services attached as Attachment "A".
13. **Assignment:** Contractor's obligation under this Agreement may not be assigned or transferred to any other person, firm, or corporation without the prior written consent of City.

14. Notice: All notice required or permitted under this Agreement shall be in writing and shall be delivered either in person or deposited in the United States mail, postage prepaid, addressed as follows:

For the City:

City of Dripping springs
Attn: City Administrator
P.O. Box 384
Dripping Springs, TX 78620

For the Contractor:

HDR Engineering, Inc.
Attn: Mark Borenstein, P.E., Vice President
4401 West Gate Boulevard, Suite 400
Austin, TX 78745

Either party may change such address from time to time by providing written notice to the other in the manner set forth above. Notice is deemed to have been received three (3) days after deposit in U.S. mail.

15. Entire Agreement: This Agreement contains the entire Agreement of the parties and there are no other promises or conditions in any other Agreement whether oral or written. This Agreement supersedes and prior written agreements between the parties. If a conflict exists between this Agreement and Attachment "A", this Agreement shall prevail.

16. Amendment: This agreement may be modified or amended only if the amendment is made in writing and is signed by both parties.

17. Severability: If any provision of this Agreement shall be held to be invalid or unenforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

18. Waiver of Contractual Right: The failure of any party to enforce any provision of this Agreement shall not be construed as a waiver of that party's right to subsequently enforce and compel strict compliance with every provision of the Agreement.

19. Applicable Law: The laws of the State of Texas shall govern this Agreement.

20. Venue: The venue for any and all legal disputes arising under this Agreement shall be Hays County, Texas.


CITY OF DRIPPING SPRINGS:



Todd Purcell, Mayor

6/6/19
Date

CONTRACTOR:


Mark Borenstein, P.E., Vice President

06/03/19
Date

ATTEST:

Andrea Cunningham
Andrea Cunningham, City Secretary



**Attachment “A”
Scope of Work for Services**

General Information

SCOPE: The City of Dripping Springs (City) is requesting HDR Engineering (HDR) provide Right of Way Services for City of Dripping Springs Wastewater System Improvements Project. The general scope of work will include:

- 1.1 Project Administration Services (36 Months)
- 1.2 Title and Closing Services (34 Parcels)
- 1.3 Right of Entry Services (34 Parcels)
- 1.4 Appraisal and Updated Appraisal Services (34 Appraisals and 12 Update Appraisals)
- 1.5 Appraisal Review Services for Appraisals and Updated Appraisals (34 Appraisals and 12 Update Appraisals)
- 1.6 Negotiations Services for Initial Offers (34 Parcels)
- 1.7 Negotiation Services for Final Offers (34 Parcels)
- 1.8 Relocation Services for Personal Property Moves Only (5 Parcels)
- 1.9 Condemnation Support Services (Pre-Hearing) (12 Parcels)
- 1.10 Condemnation Support Services (Post Hearing) (12 Parcels)
- 1.11 Document Control Services and File Management Services (34 Parcels)

Statement of Work

SERVICE REQUIREMENTS OF HDR: Services shall include, but are not limited to the following activities:

1.0 Project Administration Services

1.1.1 Communication; HDR will:

- 1.1.1.1 Attend weekly status call meetings and one monthly face to face progress meeting with City Staff.
- 1.1.1.2 Maintain current status reports of all parcel and project activities and provide weekly status reports to City Staff.
- 1.1.1.3 Prepare initial property owner list with property owner contact information.

- 1.1.1.4 Attend and assist with Public Meetings and Council Meetings as requested by City.
- 1.1.1.5 Files will be kept in HDR's office. HDR will maintain electronic files for each parcel. Required original documents will be kept by HDR until ROW activities are complete for all files.
- 1.1.1.6 Prepare invoices utilizing City standard payment submissions forms.
- 1.1.1.7 Maintain records of all payments or property, closing costs and relocation.
- 1.1.1.8 Maintain copies of all correspondence and contacts with property owners.

1.2 Title and Closing Services

- 1.2.1 Secure preliminary title reports for each parcel from a City approved Title Company and secure title report updates when requested by City. Request title insurance from the Title Company if requested by City for parcels closing by Easement and Commissioner Awards.
- 1.2.2 Analyze preliminary title report to determine potential title problems, propose and inform City Staff of methods to cure title deficiencies.
- 1.2.3 The curative services necessary to provide clear title to City is the responsibility of HDR.
- 1.2.4 HDR will contact the Title Company to obtain an updated title commitment along with other forms required to close parcels with clear title.
- 1.2.5 HDR will provide closing services in conjunction with the Title Company and will be required to attend closings.
- 1.2.6 All fees associated with preliminary Title Reports, Closing Costs, and Title Policies shall be paid by the City.

1.3 Right of Entry Services

- 1.3.1 Prepare Right of Entries.
- 1.3.2 Request Right of Entries from property owners for property surveys, environmental surveys, Environmental Site Assessments (ESA), cultural resource surveys, and geotechnical investigations, as applicable.

1.4 Appraisal and Updated Appraisal Services

- 1.4.1 Subcontract for appraisal services and manage the appraisers assigned to the project. Appraisers must be approved by City staff.
- 1.4.2 HDR will be responsible for hiring and managing the Appraisers during the Appraisal process.

- 1.4.3 Appraisers shall provide advance notice of the date and time of their appraisal inspections of the subject property to the HDR's Project Manager in order to coordinate the appraiser's inspection with (if applicable and practical) the initial interview with the property owner by the Negotiation Agent and if applicable the Displacee by the Relocation Agent.
- 1.4.4 Prepare and conduct personal pre-appraisal contact with interest owner(s) for each parcel.
- 1.4.5 Contact property owners or their designated representative to offer opportunity to accompany the appraiser on the appraiser's inspection of subject property. Maintain record of contact in file.
- 1.4.6 For the appraisal assignment, prepare appraisal report for each parcel to be acquired utilizing City approved form. These reports shall conform to the Uniform Standards of Professional Appraisal Practices as promulgated by the Appraisal Foundation as promulgated by the Appraisal Foundation.
- 1.4.7 For an updated appraisal, prepare appraisal update for the parcel to be acquired utilizing approved City form. These reports shall conform to the Uniform Standards of Professional Appraisal Practices.
- 1.4.8 All completed appraisals and updated appraisals will be approved by City staff.
- 1.4.9 City Staff coordinates with HDR's review appraiser (if applicable) regarding revisions, comments, or additional information that may be required. HDR's review appraiser will then coordinate with the appraiser.
- 1.4.10 As necessary, the appraiser will coordinate with the review appraiser regarding revisions, comments, or additional information that may be required.
- 1.4.11 The fees for initial and updated appraisal assignments are based on separate appraisal assignments with the fee for each assignment based on separate assignments performed.
- 1.4.12 Beyond delivery of Appraisal and updated appraisal assignments, the appraiser can be called to provide preparation and testimony for a Special Commissioners Hearing. For this appraisal assignment, the fee for the preparation time and testimony must be based on the hourly rate agreed to by City and HDR.
- 1.4.13 For all properties acquired with existing leases the City will follow the required procedure as described in each lease agreement.

1.5 Appraisal Review Services Appraisals and Updated Appraisals

- 1.5.1 Review Appraiser must be approved by City.

- 1.5.2 Review all appraisal reports acquired utilizing City approved form for each parcel to determine consistency of values, supporting documentation related to the conclusion reached, compliance with the Uniform Standards of Professional Appraisal Practices as promulgated by the Appraisal Foundation.
- 1.5.3 Prepare and submit to City the appraisal review for each Appraisal to be approved by City.
- 1.5.4 The fees for the review of an Appraisal and updated appraisal are based on separate appraisal review assignments with the fee for each review assignment based on separate assignments performed.

1.6 Negotiation Services for Initial Offers

- 1.6.1 Analyze appraisal and appraisal review reports and confirm City's approved value prior to making the Initial Offer for each parcel.
- 1.6.2 Prepare and send the letter transmitting the Landowners' Bill of Rights by CMRRR to the Property Owner.
- 1.6.3 Prepare the initial offer letter, purchase contract, appraisal, and instruments of conveyance approved by City.
- 1.6.4 The written initial offer must be sent to each property owner or the property owner's designated representative through Certified Mail-Return Receipt Requested (CMRRR). Maintain follow-up contacts and secure the necessary instruments upon acceptance of the offer for the closing. Retain copies of signed and unsigned CMRRR receipts.
- 1.6.5 Respond to property owner inquiries verbally and in writing within five (5) business days.
- 1.6.6 Prepare a negotiator contact report for each parcel, per contact, on City approved form.
- 1.6.7 All original documents generated or received by HDR must be delivered to City. Copies or working file documents may be kept by HDR. Maintain parcel files related to the purchase of the real property or property interests.
- 1.6.8 Advise property owner of the counter offer process. Transmit City Staff any written counter offer from property owners including supporting documentation, and HDR's recommendation with regard to the counter offer.

1.7 Negotiation Services for Final Offers

- 1.7.1 Prepare the Final Offer letter, purchase contract, appraisal and instruments of conveyance approved by City.

- 1.7.2 The written Final Offer and appraisal report must be sent to each property owner or the property owner's designated representative through CMRRR. Maintain follow-up contacts and secure the necessary instruments upon acceptance of the offer for the closing. Retain copies of signed and unsigned CMRRR receipts.
- 1.7.3 Respond to property owner inquiries verbally and in writing within five (5) business days.
- 1.7.4 Prepare a negotiator contact report for each parcel, per contact, on City approved form.
- 1.7.5 All original documents generated or received by HDR will be delivered to the City. Copies or working file documents may be kept by HDR. Maintain parcel files related to the purchase of the real property or property interests.
- 1.7.6 Advise property owner of the counter offer process. Transmit City Staff any written counter offer from property owners including supporting documentation, and HDR's recommendation with regard to the counter offer.

1.8 Relocation Assistance Services for Personal Property

- 1.8.1 The Relocation Assistance Specialist should provide advance notice of the date and time of their initial meeting with the Displacee with (if applicable and practical) the Appraiser's inspection of the subject property in order to coordinate the appraiser's inspection with (if applicable and practical) the initial interview with the Displacee by the Relocation Assistance Specialist.
- 1.8.2 Notify all Displacees of eligibility for relocation assistance upon approval by City.
- 1.8.3 Provide on-going relocation assistance and advisory services to Displacees affected by acquisition of right of way and deliver a completed interview form.
- 1.8.4 Provide 90-day notice to vacate simultaneous with the delivery of relocation benefits package. The 90-day notice may not be delivered prior to a personal interview with the Displacee to determine the type, needs and eligibilities.
- 1.8.5 Provide 30-day notice once property has been acquired by the City. Note that the Displacee must be given a total of 90-days' notice.
- 1.8.6 Notify City Staff immediately if the Displacee does not move after 30-day notice expires.
- 1.8.7 Document all personal property to be removed from the proposed area. Written list and pictures.
- 1.8.8 Payments for moving personal property will be determined by the actual costs of

a commercial mover or actual costs to mover the property submitted in writing by the property owner.

- 1.8.9 Coordinate and monitor moves for personal property.
- 1.8.10 Maintain relocation contact logs on form approved by the City journaling all attempted and completed contacts with all parties. This includes descriptions of the reasons and outcome for each contact.
- 1.8.11 Prepare relocation payment claim submissions for all Displacees in accordance with City guidelines and submit to City Staff.
- 1.8.12 Deliver warrants in accordance with City guidelines.
- 1.8.13 Verify that all personal property has been moved from the property before releasing the funds for the move.
- 18.14 Provide an executed Certification of Eligibility with all Displacee claims.

1.9 Condemnation Support Services (Pre-Hearing Support)

- 1.9.1 Use the information from the Title Commitment to join all interested parties on City approved form.
- 1.9.2 Upon completion of City's form, prepare a packet containing 2 copies each of the following documents: Commitment, Negotiator's Reports, Appraisal Acknowledgment, Pre-appraisal Contact Sheet, signed and sealed property description, plat, Final Offer Letter, any correspondence from the land owner or representatives, one copy of the appraisal report, and any real property records which are relevant to any unusual joiner or service issue. Submit packet to City.
- 1.9.3 Upon receipt of concurrence for the Appraisal Witness, request the update of appraisal if requested by City.
- 1.9.4 Upon receipt of packet prepared by the City Attorney which will include Petition for Condemnation, Lis Pendens, Order Appointing Commissioners, Order Setting Hearing, Oath of Special Commissioner, and Notice of Hearings, the original petition will be filed with the County Court at Law or other appropriate Court for a cause number to be assigned.
- 1.9.5 Record the Lis Pendens including the cause number with the County Clerk's Office.
- 1.9.6 Send a copy of the condemnation petition to the Title Company and request an updated title commitment. The Title Company needs to verify all appropriate parties were named in the petition and that no changes in title have occurred.

- 1.9.7 Upon assignment of a court, file the Order Appointing Commissioners with the judge, retaining a copy of the Order for the file.
- 1.9.8 Following appointment of Commissioners by the judge, secure the following documents: Oath of Commissioners, Order Setting Hearing, and Notice of Hearing signed by the Commissioners.
- 1.9.9 File all originals with the court and send a “copy” to City.
- 1.9.10 If there is an increase in value due to the updated appraisal, HDR will prepare the revised and final offer and send it to the appropriate parties by CMRRR.
- 1.9.11 Coordinate the hearing date with City Staff, City Attorney, Appraiser, three Commissioners, and a court reporter. Court Reporter will be paid by HDR and HDR will be reimbursed by City.
- 1.9.12 Coordinate a Pre-Hearing conference prior to the hearing (the day before or earlier) to discuss facts of the case with City Attorney, Appraiser, and City Staff.
- 1.9.13 After the Hearing is set, serve Notices of Hearing to the indicated parties at least twenty (20) days prior to the Special Commissioners Hearing. If it is necessary to join a federal agency, be advised that they have an additional sixty (60) days after service of the Hearing to prepare. The scheduling of the Hearing must allow for this additional time.
- 1.9.14 Once the notices have been served, file the notices with the court and send a “copy” to City Staff and City Attorney.
- 1.9.15 Send a reminder letter 2-3 weeks in advance to the City Attorney, Appraiser, three Commissioners, court reporter, and City Staff concerning Hearing date.
- 1.9.16 All fees associated with Pre Hearing Condemnation Support will be paid by the City. i.e. Notice of services, file marked copies, and recording fees.

1.10 Condemnation Support Services (Post Hearing Support)

- 1.10.1 For the hearing, prepare written summary of Special Commissioners Hearing and submit to City.
- 1.10.2 Obtain the signatures of commissioners on the Award of Commissioners and file one with the court for the judge’s signature within 48 hours of the Hearing.
- 1.10.3 Give timesheets to Judge. The Judge determines the amount paid to the Commissioners. The Commissioners will be paid by HDR and invoiced to City.
- 1.10.4 Obtain and distribute three signed and file-marked copies of the Award as follows:

- 1.10.4.1 One file-marked copy to the title company with a request for a Title Commitment
- 1.10.4.2 One file-marked copy to City Attorney.
- 1.10.4.3 One file-marked or certified copy to City Staff.
- 1.10.5 Send the Commitment and the file-marked Award to City Staff to obtain a check for deposit into the courts.
- 1.10.6 Deposit City check in the registry of the court. File a Notice of Deposit with the court and send certified copies to each defendant notifying them of the date of the deposit. Note - The Date of Deposit is the Date of Take.
- 1.10.7 Send written notices of the date of deposit to the City Staff, City Attorney and all interested parties.
- 1.10.8 All fees associated with Post Hearing Support Condemnation will be paid by the City. i.e. Court reporter, payment to Commissioners, Title Policy, award payments, file-marked copies, and recording fees.

ATTACHMENT "B"
FEE STRUCTURE
 March 22, 2019

Staff Title	Per Hour Rate
Real Estate Project Manager	\$175.00
Real Estate Principal	\$295.00
Appraiser (review)	\$160.00
Negotiation Agent I	\$128.00
Negotiation Agent II	\$135.00
Negotiation Agent III	\$165.00
Relocation Agent I	\$100.00
Relocation Agent II	\$144.00
Relocation Agent III	\$186.00
ED Coordinator	\$202.00
Technical Assistant I	\$71.00
Technical Assistant II	\$85.00
Technical Assistant III	\$103.00
Senior Admin	\$80.00

3% Escalation per Year on all Hourly Rates

Subconsultant Fees			
Service	Price	Quantity	Task Total
Initial Appraisal	\$2,000.00	34	\$68,000.00
Updated Appraisal	\$2,000.00	12	\$24,000.00
Direct Expenses			
Expense Type	Unit Cost	Quantity	Total
Mileage Actual Cost	0.58 ¢/mi	5,000	\$2,900.00
Printing and Copying Actual Cost	\$0.25	10,000	\$2,500.00
Postage Certified Mail Actual Cost	\$10.00	500	\$5,000.00
UPS Overnight Actual Cost	\$20.00	25	\$500.00

ATTACHMENT “C”

TASK ORDER

This Task Order pertains to an Agreement by and between _____,
 (“OWNER”), and HDR Engineering, Inc. (“ENGINEER”), dated _____, 20____,
 (“the Agreement”). Engineer shall perform services on the project described below as
 provided herein and in the Agreement. This Task Order shall not be binding until it has been
 properly signed by both parties. Upon execution, this Task Order shall supplement the
 Agreement as it pertains to the project described below.

TASK ORDER NUMBER:

PROJECT NAME:

PART 1.0 PROJECT DESCRIPTION:

PART 2.0 SCOPE OF SERVICES TO BE PERFORMED BY ENGINEER ON THE
 PROJECT:

PART 3.0 OWNER’S RESPONSIBILITIES:

PART 4.0 PERIODS OF SERVICE:

PART 5.0 ENGINEER’S FEE:

PART 6.0 OTHER:

filed

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:
2019-499827

Date Filed:
06/04/2019

City of Dripping Springs
Date Acknowledged:

JUN 06 2019

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

HDR Engineering, Inc.
Austin, 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 Dripping Springs

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.

HDR05212019

Easement Acquisition Services, Easement Appraisal Services and Appraisal Review Services related to Wastewater System Improvements

Rec'd by City Secretary

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	HDR, Inc.	Omaha, NE United States	X	
	Keen, Eric L.	Omaha, NE United States	X	
	Felker, Brent R.	Davis, CA United States	X	
	O'Reilly, Charles L.	Boston, MA United States	X	
	Meysenburg, Galen J.	Omaha, NE United States	X	

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is Mark D. Borenstein, and my date of birth is 09/06/72.

My address is 710 Hester's Crossing, Suite 150, Round Rock, TX, 78681, USA.
(street) (city) (state) (zip code) (country)

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

Executed in Williamson County, State of Texas, on the 4th day of June, 2019.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)