

AGREEMENT TO PROVIDE PROFESSIONAL SERVICES ARCHITECTS AND ENGINEERS

THIS AGREEMENT ("Agreement") is entered into this ____ day of _____, 2026 by and between Quiddity Engineering, LLC ("PROFESSIONAL") and the CITY OF BOERNE, TEXAS, a municipal corporation of the State of Texas ("CITY"). For convenience, the PROFESSIONAL and the CITY may sometimes be referred herein collectively as "parties" and individually as a "party."

WITNESSETH

WHEREAS, CITY desires to engage the PROFESSIONAL to provide professional services as more fully described on Exhibit "A" attached hereto and incorporated herein by reference; and

WHEREAS, PROFESSIONAL agrees to provide such work and services for the CITY in accordance with the terms of this Agreement;

NOW, THEREFORE, for the mutual promises set forth herein, and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto mutually agree as follows:

1. Employment of PROFESSIONAL.

(a) CITY agrees to engage the PROFESSIONAL and the PROFESSIONAL hereby agrees to perform the services which will be approved as separate task orders.

(b) Notwithstanding anything to the contrary contained in this Agreement, CITY and PROFESSIONAL agree and acknowledge that CITY is entering into this Agreement in reliance on PROFESSIONAL's special and unique abilities. PROFESSIONAL accepts the relationship of trust and confidence established between it and the CITY by this Agreement. PROFESSIONAL acknowledges that PROFESSIONAL shall be solely responsible for determining the methods for performing the services described in Task Orders to be provided separately. PROFESSIONAL covenants with CITY to use its best efforts, skill, judgment, and abilities to perform the work required by this Agreement and to further the interests of CITY in accordance with CITY's requirements, in accordance with the highest standards of PROFESSIONAL's profession or business and in compliance with all applicable national, federal, state, municipal, laws, regulations, codes, ordinances, orders and with those of any other body having jurisdiction. The PROFESSIONAL warrants, represents, covenants, and agrees that all of the work to be performed by the PROFESSIONAL under or pursuant to this Agreement shall be done (i) with the professional skill and care ordinarily provided by competent engineers or architects, as the case may be, practicing in the same or similar locality and under

the same or similar circumstances and applicable professional license; and (ii) as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer or architect, as the case may be.

(c) PROFESSIONAL will be responsible for supplying all tools and equipment necessary for PROFESSIONAL to provide the services set forth in Exhibit "A" attached hereto.

2. **Compensation.** The CITY agrees to pay the PROFESSIONAL the fees set forth in Exhibit "A" attached hereto. Within fifteen (15) days of the end of the month within which services were rendered, PROFESSIONAL shall provide City an invoice specifying the services provided during the previous month and the total amount owed by the City. Payment will be made by the CITY within thirty (30) days of receipt of an invoice from PROFESSIONAL.
3. **Changes.** CITY may, from time to time require changes in the scope of services of the PROFESSIONAL to be performed hereunder. Such changes, which are mutually agreed upon by and between CITY and the PROFESSIONAL, shall be incorporated in written amendment to this Agreement.
4. **Services and Materials to be Furnished by CITY.** CITY shall furnish the PROFESSIONAL with all available information and data PROFESSIONAL requests pertinent to the execution of this Agreement. CITY shall cooperate with the PROFESSIONAL in carrying out the work herein and shall provide adequate staff for liaison with the PROFESSIONAL.
5. **Ownership of Documents.** All reports, plans, specifications, computer files and other documents prepared by PROFESSIONAL pursuant to this Agreement shall be the property of the CITY. PROFESSIONAL will deliver to the CITY copies of the prepared documents and materials. PROFESSIONAL shall make all documents and related data and material utilized in developing the documents available to CITY for inspection whenever requested. PROFESSIONAL may make copies of any and all such documents and items and retain same for its files. PROFESSIONAL shall have no liability for changes made to or use of the drawings, specifications, and other documents by anyone other than PROFESSIONAL subsequent to delivery of the prepared documents and materials. However, any such change or other use shall be sealed by the individual making the change or use and shall be appropriately marked to reflect what was changed or modified.
6. **Term and Termination of Agreement.** This agreement will be for a period of two (2) years, beginning on the effective date of this agreement. Either party may terminate this agreement at any time by providing thirty (30) days written notice to the other party.
7. **Completeness of Contract.** This Agreement and the documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties

hereto, and no other agreements, oral or otherwise, regarding the subject matter of this contract or any part thereof shall have any validity or bind any of the parties hereto. If there is any conflict between the terms of this Agreement and the documents attached hereto, the terms of this Agreement shall control. This Agreement may not be subsequently modified except by a writing signed by both parties.

8. **CITY Not Obligated to Third Parties.** CITY shall not be obligated or liable hereunder to any party other than the PROFESSIONAL.
9. **Final Decisions.** Serving as a PROFESSIONAL to the CITY, PROFESSIONAL shall advise all parties that final decisions shall be made by the City Council and/or City Manager.
10. **Indemnification.** PROFESSIONAL DOES HEREBY COVENANT AND CONTRACT TO WAIVE ANY AND ALL CLAIMS, RELEASE, INDEMNIFY, AND HOLD HARMLESS THE CITY, ITS CITY COUNCIL, OFFICERS, EMPLOYEES, AND AGENTS, FROM AND AGAINST ALL LIABILITY, CAUSES OF ACTION, CLAIMS, COSTS, DAMAGES, DEMANDS, EXPENSES, FINES, JUDGMENTS, LOSSES, PENALTIES OR SUITS, WHICH MAY ARISE BY REASON OF DEATH OR INJURY TO PERSONS OR PROPERTY, CAUSED BY OR RESULTING FROM THE NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBPROFESSIONAL OR SUPPLIER COMMITTED BY THE PROFESSIONAL, ITS AGENTS, OR CONSULTANTS UNDER CONTRACT, OR ANY OTHER ENTITY OVER WHICH THE PROFESSIONAL EXERCISES CONTROL, SUBJECT TO THE LIMITATIONS IN TEXAS LOCAL GOVERNMENT CODE § 271.904 AND TEXAS CIVIL PRACTICE AND REMEDIES CODE, § 130.002 (B) AND PROFESSIONAL WILL, AT ITS OWN COST AND EXPENSE, DEFEND AND PROTECT CITY AGAINST ANY AND ALL SUCH CLAIMS AND DEMANDS.

THE INDEMNIFICATION UNDER THIS SECTION SHALL INCLUDE REASONABLE ATTORNEYS' FEES AND COSTS, COURT COSTS, AND SETTLEMENT COSTS IN PROPORTION TO THE PROFESSIONAL'S LIABILITY.

THE PROFESSIONAL'S OBLIGATIONS UNDER THIS SECTION SHALL NOT BE LIMITED TO THE LIMITS OF COVERAGE OF INSURANCE MAINTAINED OR REQUIRED TO BE MAINTAINED BY PROFESSIONAL UNDER THIS AGREEMENT. THIS PROVISION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

11. **Insurance.** PROFESSIONAL shall, at its own expense, purchase, maintain and keep in force throughout the duration of this Agreement and for a period of four (4) years thereafter the following minimum insurance:
 - a. Commercial general liability insurance, including personal injury liability, blanket contractual liability, and broad form property damage liability in an amount of not less than \$1,000,000 per occurrence/\$2,000,000 annual aggregate.

- b. Automobile bodily injury and property damage liability insurance with a limit of not less than \$1,000,000.
- c. Statutory workers' compensation and employers' liability insurance as required by state law.
- d. Professional liability insurance (Errors and Omissions) with a limit of \$1,000,000 per occurrence/annual aggregate.

PROFESSIONAL shall provide the CITY with proof of insurance required hereunder prior to commencing work for the CITY. Such policies shall name the CITY, its officers, and employees as an additional insured and shall provide for a waiver of subrogation in favor of the City. PROFESSIONAL shall provide the CITY with written notice of any coverage limit change on the insurance throughout the duration of this Agreement.

12. **Prompt Performance by Professional.** All services provided by PROFESSIONAL hereunder shall be performed in accordance with the degree of care and skill ordinarily exercised under similar circumstances by competent members of the engineering profession in the State of Texas applicable to such engineering services contemplated by this Agreement.
13. **Client Objection to Personnel.** If at any time after entering into this Agreement, the CITY has any reasonable objection to any of PROFESSIONAL's personnel, or any personnel, professionals and/or consultants retained by PROFESSIONAL, PROFESSIONAL shall promptly propose substitutes to whom the CITY has no reasonable objection, and PROFESSIONAL's compensation shall be equitably adjusted to reflect any difference in PROFESSIONAL's costs occasioned by such substitution.
14. **Timeliness of Performance.** PROFESSIONAL shall perform its professional services with due and reasonable diligence consistent with sound professional practices.
15. **Personnel.** All of the services required hereunder will be performed by the PROFESSIONAL or under PROFESSIONAL's supervision, and all personnel engaged in the work shall be qualified to perform such services.
16. **Independent Contractor.** In performing the services under this Agreement, PROFESSIONAL is acting as an independent contractor. No term or provision hereof be construed as making PROFESSIONAL the agent, servant, or employee of the CITY or as creating a partnership or joint venture relationship between PROFESSIONAL and the CITY.
17. **Assignability.** The parties hereby agree that PROFESSIONAL may not assign, convey or transfer its interest, rights and duties in this Agreement without the prior written consent of CITY.

18. **Successors and Assigns.** Subject to the provisions regarding assignment, this Agreement shall be binding on and inure to the benefit of the Parties to it and their respective heirs, executors, administrators, legal representatives, successors and assigns.
19. **Governing Law/Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. Venue for any action brought to interpret or enforce the terms of this Agreement shall lie in Kendall County, Texas.
20. **No Third-Party Beneficiary.** For purposes of this Agreement, including its intended operation and effect, the parties specifically agree and contract that: (1) this Agreement only affects matters/disputes between the parties to this Agreement, and is in no way intended by the parties to benefit or otherwise affect any third person or entity, notwithstanding the fact that such third person or entities may be in a contractual relationship with CITY and PROFESSIONAL, or both; and (2) the terms of this Agreement are not intended to release, either by contract or operation of law, any third person or entity from obligations they owe to either the CITY or the PROFESSIONAL.
21. **Exhibits.** The exhibits attached hereto are incorporated herein and made a part hereof for all purposes.
22. **HB 89 and SB 252 Certifications.** PROFESSIONAL hereby certifies that the Contractor does not and will not boycott Israel during the term of this Agreement in accordance with Chapter 2270, Texas Government Code. Additionally, PROFESSIONAL hereby certifies that the PROFESSIONAL is not included on the website of the Texas Comptroller for entities doing business with foreign terrorist organizations pursuant to Chapter 2252, Texas Government Code.
23. **Conflicts of Interest.** By signature of this Agreement, PROFESSIONAL warrants to CITY that it has made full disclosure in writing of any existing conflicts of interest or potential conflicts of interest, including business or personal financial interests, direct or indirect, in property abutting the proposed project and business relations with abutting property owners, or with elected officials or employees of the CITY. PROFESSIONAL further warrants that it will make disclosure in writing of any conflicts of interest that develop subsequent to the signing of this Agreement and prior to final payment under the Agreement. PROFESSIONAL warrants that it has submitted to the CITY a completed Conflicts of Interest Questionnaire as required by Chapter 176 of the Texas Local Government Code.
24. **Authority to Sign.** The parties hereby warrant and represent that the undersigned persons have full authority and are duly authorized to sign on behalf of their respective principals and that such principals have duly authorized the transaction contemplated by this Agreement.

25. **Counterparts.** This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of any number of copies hereof each signed by less than all, but together signed by all of the parties hereto.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

IN WITNESS WHEREOF, CITY and the PROFESSIONAL have executed this Agreement as of the date first written above.

CITY OF BOERNE, TEXAS

By: _____

Print Name: _____

Title: _____

QUIDDITY ENGINEERING, LLC

By:  _____

Print Name: Jeff Moeller, PE

Title: Vice President

Exhibit A

PROFESSIONAL agrees to perform the following services at the fee shown with each service:

EXHIBIT A



2967 Oak Run Parkway, Suite 215
New Braunfels, Texas 78132
Tel: 210.494.5511
www.quiddity.com

Ammann Rd Transmission Main Alignment Revision

Quiddity Engineering, LLC (QE) is pleased to present this scope of services for professional engineering services for the Ammann Road Transmission Main project (the project). Quiddity completed design plans for the new water main dated February 14, 2024. It is our understanding that new Kendall County (County) rules, passed September 2025 following design completion, will require the water main alignment to be moved outside of the Ammann Road pavement and into utility easements within private property. The February 14, 2024, design plans will be utilized as a basis for the alignment changes. Only the portion of the alignment originally proposed within the right-of way of Ammann Road, and the portion within City of Boerne (City) property along the east end of the project, require an alignment revision (approximately 2,100 linear feet). The original portion of the alignment that leads north within a utility easement will not be changed (approximately 1,500 linear feet).

DESIGN TASKS

1. Project Management

A designated Licensed Professional Engineer licensed to practice in the State of Texas will be the Project Manager. The Project Manager will be responsible for directing and coordinating activities associated with the project to ensure the work is delivered on time. This includes managing the team and administrative issues related to the project as follows.

- a. Perform monthly project administration for up to ten (10) months, including coordinating issues and communication with the City.
- b. Attend up to two (2) virtual meetings as needed. Meeting minutes will not be prepared.
- c. Prepare and submit up to ten (10) monthly invoices to the City.
- d. Coordinate with survey on schedule and topographic survey production.
- e. Develop and maintain a project schedule indicating design tasks, critical dates, and milestones. The schedule will be reviewed and updated monthly, as needed.

EXHIBIT A



2. Topographic Survey

Once an alignment has been identified by the City (north side or south side of Ammann Rd), a topographic survey will be completed along the selected alignment.

- a. Limits of the survey will be approximately 2,100 feet long with a width of 40 feet (assumes a 20-foot permanent and 20-foot temporary construction easement).
- b. A tree survey within the topographic limits to include existing 8-inch and larger Cottonwood, Sycamore, Black Willow, Pecan Texas Ash, all species of Cypress, Elm, Maple and Oak trees.

3. Design Phase

- a. Prepare and submit plans for 90% and 100% design phases based on the selected alignment.
- b. Monthly coordination meetings will be held with City staff to ensure the design is meeting the City's goals. Any comments noted during these meetings will be incorporated into the design. Assumes up to two (2) virtual meetings with meeting minutes.
- c. Design plan sheets developed for the alignment revision will follow the form and content as noted in the City's Engineering Design Manual, adopted April 11, 2023.
- d. At 90% design, QE will submit a full set of 90% complete plans to the City, along with an OPCC, for review.
- e. At 100% design, QE will submit a full set of 100% complete plans to the City, along with an OPCC, for review. City comments received from the 90% review will be incorporated into the 100% design plans.
- f. Assist the City in preparing Bid Documents (technical specifications, bid form, and front end documents using City provided standard documents) for the 100% design submittal.
- g. Final Construction plans(signed/sealed), will be developed with final quantities and a final OPCC for County permit review. Minor City comments received from the 100% review will be incorporated into the final signed/sealed plans.

4. Permitting & Stakeholders

This phase includes meeting with the County once the new water main alignment is set and submitting to TCEQ for approval.

- a. Meet with County staff to ensure permit requirements are met. Assumes up to one (1) virtual meeting with meeting minutes.
- b. Submit and incorporate up to three (3) rounds of County plan review comments for permit approval.
- c. Submit plans to TCEQ for approval.

EXHIBIT A



QUIDDITY

- d. Compile and prepare final Bid Plans set after receiving County permit and TCEQ approval.

5. Bid Phase

- a. Prepare responses to potential bidder technical related questions compiled and provided by the City, prior to the questions deadline.
- b. Prepare one (1) addendum to include responses to questions and bid document or plans clarification.
- c. Prepare and review a bid tabulation of all bids received.
- d. Contact and check up to two (2) references for one (1) contractor.
- e. Provide contractor recommendation letter.
- f. Conform construction documents by incorporating all addendum items into the plans and specifications.

6. Geotechnical Investigations/Study

The report prepared by Raba Kistner, dated May 3, 2023 (Proj No. ASA23-029-00) will be utilized for the design of the new alignment. This scope assumes new Geotechnical Engineering work will not be needed, and is not included in this scope of work.

SUPPLEMENTAL SERVICES

- **Subsurface Utility Engineering (SUE) (The Rios Group)**

This scope assumes the SUE data collected in May of 2023 will be utilized for the new alignment design, and additional SUE data will not be needed. Additional SUE work is not included in this scope of work.

The following assumptions and exclusions are made with respect to this scope of work:

1. Alignment revision work will be designed per City of Boerne specifications.
2. This scope assumes the City will pay any permitting fees, if required.
3. Structural engineering is not included in this scope of work.
4. Construction survey staking is not included in this scope of work.
5. Environmental and Cultural Resource Studies are not included in this scope of work, per the City's request.
6. Construction Phase Services are not included in this scope of work.
7. Obtaining survey or GPS points on the new water main is not part of this scope of work. This scope assumes the Contractor will obtain the survey or GPS points.
8. Easement surveys are not included in this scope of work, per the City's request.
9. Alignment revisions or modifications, and plan revisions, after 90% design submittal are not included.

EXHIBIT A



- 10. Assumes all private property Right-of-Entry's are obtained by the City, and provided to QE, within 5 business days after receiving Notice to Proceed.
- 11. Design Phase duration to begin the Monday after receiving Notice to Proceed.

QE proposes to perform this work for the Option and Lump Sum fee selected and initialed by the City of Boerne below.

Option 1 consists of performing a topographic survey along the north side of Ammann Road.

Option 1

Task	Cost
Task 1: Project Management	\$19,545.00
Task 2: Topographic Survey	\$13,750.00
Task 3: Design Phase	\$64,985.00
Task 4: Permitting & Stakeholders	\$12,535.00
Task 5: Bid Phase	\$10,135.00
Total	\$120,950.00

Option 1 Selection Initials: _____

Option 2 consists of performing a topographic survey along the south side of Ammann Road.

Option 2

Task	Cost
Task 1: Project Management	\$19,545.00
Task 2: Topographic Survey	\$15,235.00
Task 3: Design Phase	\$64,985.00
Task 4: Permitting & Stakeholders	\$12,535.00
Task 5: Bid Phase	\$10,135.00
Total	\$122,435.00

Option 2 Selection Initials: _____

EXHIBIT A



QE proposes to complete the Design Phase in accordance with the table below.

Design Phase Schedule

Design Phase	Working Days
90% Design	60
100% Design	25

Note that the working days listed above include 10 City review days for 90% Design and 5 City review days for 100% Design.