

RESOLUTION NO. ____

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS APPROVING THE AGREEMENT BETWEEN THE TOWN OF ADDISON AND DANNENBAUM ENGINEERING COMPANY-DALLAS, LLC, FOR PROFESSIONAL ENGINEERING SERVICES RELATED TO THE LAKE FOREST DRIVE WATERLINE UPGRADES AND WASTEWATER IMPROVEMENTS PROJECT IN AN AMOUNT NOT TO EXCEED \$169,808.00, AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT, AND PROVIDING AN EFFECTIVE DATE.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS:

SECTION 1. The Agreement between the Town of Addison and Dannenbaum Engineering Company-Dallas, LLC, for professional engineering services related to the Lake Forest Drive waterline upgrades and wastewater improvements project in an amount not to exceed \$169,808.00, a copy of which is attached to this Resolution as **Exhibit A**, is hereby approved. The City Manager is hereby authorized to execute the agreement.

SECTION 2. This Resolution shall take effect from and after its date of adoption.

DULY RESOLVED AND ADOPTED by the City Council of the Town of Addison, Texas on this the **24th** day of **AUGUST 2021**.

TOWN OF ADDISON, TEXAS

Joe Chow, Mayor

ATTEST:

APPROVED AS TO FORM:

Irma Parker, City Secretary

City Attorney

EXHIBIT A

**AGREEMENT
BETWEEN
THE TOWN OF ADDISON, TEXAS (TOWN)
AND
DANNENBAUM ENGINEERING COMPANY – DALLAS, LLC
(CONSULTANT)**

**FOR
PROFESSIONAL ENGINEERING SERVICES**

Made as of the 11th day of August in the year 2021,

BETWEEN the Town: The Town of Addison, Texas
 16801 Westgrove Drive
 Addison, Texas 75001
 Telephone: (972) 450-7001

and the Consultant: DANNENBAUM ENGINEERING COMPANY –
 DALLAS, L.L.C.
 3030 LBJ FREEWAY, SUITE 910
 DALLAS, TX 75234
 Telephone: (972) 239-2002

for the following Project: LAKE FOREST DRIVE WATERLINE UPGRADES &
 WASTEWATER IMPROVEMENTS

The Town and the Consultant agree as set forth below.

THIS AGREEMENT is made and entered by and between the **Town of Addison, Texas**, a Home-Rule Municipal Corporation, hereinafter referred to as "Town," and **Dannenbaum Engineering Company – Dallas, L.L.C.**, hereinafter referred to as "Consultant," to be effective from and after the date as provided herein, hereinafter referred to as "Agreement."

WHEREAS, the Town desires to engage the services of the Consultant to provide professional services which shall include, but not be limited to, final design plans, specifications and bid documents for the installation of 1,300 LF of proposed 8-inch water line, 1,047 LF of proposed 8-inch wastewater line, rehabilitation of 325 LF of 8-inch wastewater line, and resurface overlay of 1,062 LF of 20 ft wide asphalt roadway, Lake Forest Drive, a private street within the Town of Addison, Texas; hereinafter referred to as "Project"; and

WHEREAS, the Consultant desires to render such professional engineering services for the Town upon the terms and conditions provided herein.

Professional Services Agreement – (DANNENBAUM ENGINEERING COMPANY – DALLAS, LLC, LAKE FOREST DRIVE WATERLINE UPGRADES & WASTEWATER LINE IMPROVEMENTS) Page 1
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NOW, THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS:

That for and in consideration of the covenants contained herein, and for the mutual benefits to be obtained hereby, the parties agree as follows:

**ARTICLE 1
CONSULTANT'S SERVICES**

- 1.1 **Employment of the Consultant** – The Town hereby agrees to retain the Consultant to perform professional engineering services in connection with the Project. Consultant agrees to perform such services in accordance with the terms and conditions of this Agreement. The standard of care for all professional service performed or furnished by Consultant under this Agreement will be the skill and care used by members of Consultant's profession practicing under similar circumstances at the same time and in the same locality.
- 1.2 **Scope of Services** – The parties agree that Consultant shall perform such services as are set forth and described in Exhibit "A," which is attached hereto and incorporated herein by reference for all purposes. The parties understand and agree that deviations or modifications to the scope of services described in Exhibit "A," in the form of written change orders, may be authorized from time to time by the Town.
 - 1.2.1 **Requirement of Written Change Order** – "Extra" work, or "claims" invoiced as "extra" work, or "claims" which have not been issued as a duly executed, written change order by the Addison City Manager, will not be authorized for payment and/or shall not become part of the subcontracts. A duly executed written change order shall be preceded by the Addison City Council's authorization for the Addison City Manager to execute said change order.
 - 1.2.2 **DO NOT PERFORM ANY EXTRA WORK AND/OR ADDITIONAL SERVICES WITHOUT A DULY EXECUTED WRITTEN CHANGE ORDER ISSUED BY THE ADDISON CITY MANAGER.** Project Managers, Superintendents, and/or Inspectors of the Town are not authorized to issue verbal or written change orders.

- 1.3 **Schedule of Work** – The Consultant agrees to commence work immediately upon the execution of this Agreement and receipt of written Notice to Proceed, and to proceed diligently with said work to completion as described in the Compensation Schedule / Project Billing / Project Budget attached hereto as **Exhibit “B”** and incorporated herein by reference for all purposes, but in no event shall the Project be completed any later than as identified in **Exhibit “A”**.
- 1.4 **Failure to Meet Established Deadlines** – Consultant acknowledges that time is of the essence in the performance of services under this Agreement as set forth in the Compensation Schedule / Project Billing / Project Budget attached hereto as Exhibit “B.”

ARTICLE 2 THE TOWN’S RESPONSIBILITIES

Town shall do the following in a timely manner so as not to delay the services of Consultant:

- 2.1 **Project Data** – The Town shall furnish required information that is currently has in its possession, as expeditiously as necessary for the orderly progress of the work, and the Consultant shall be entitled to rely upon the accuracy and completeness thereof.
- 2.2 **Town Project Manager** – The Town shall designate, when necessary, a representative authorized to act on the Town's behalf with respect to the Project (the “Project Manager”). The Town or such authorized representative shall examine the documents submitted by the Consultant and shall render any required decisions pertaining thereto as soon as practicable so as to avoid unreasonable delay in the progress of the Consultant's services. The Project Manager is not authorized to issue verbal or written change orders for “extra” work or “claims” invoiced as “extra” work.

ARTICLE 3 CONSULTANT’S COMPENSATION

- 3.1 **Compensation for Consultant’s Services** – As described in “Article 1, Consultant’s Services,” compensation for this Project shall be on a Type of Payment Basis not to exceed **One Hundred and Sixty Nine Thousand Eight Hundred Eight and 00/100 Dollars (\$169,808)**, (“Consultant’s Fee”) and shall be paid in accordance with Article 3 and the Compensation Schedule / Project Billing / Project Budget as set forth in Exhibit “B.” The total estimated compensation for Engineer’s services included in the breakdown by tasks as noted in Exhibit **B** incorporates all labor, overhead,

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profit, Reimbursable Expenses and Engineer's Subconsultants' charges. Engineer may alter the distribution of compensation between individual tasks of the work noted herein to be consistent with services actually rendered, but shall not exceed the total estimated compensation amount unless approved in writing by Town.

3.1.1 **Completion of Final Report** – Town and Consultant agree that the Final Report shall be completed, submitted to, and accepted by the Town. The electronic formatting of the Final Report and Computer Aided Design and Drafting ("CADD") design files shall conform to the design specifications as outlined in Town of Addison Public Work and Engineering Department Design Standards. Completion of the Record Documents and/or "As-Built" documents, if any, shall be included in the Consultant's Fee and considered to be within the Scope of Services defined under this Agreement.

3.1.2 **Disputes between Town and Construction Contractor** – If the Project involves the Consultant performing Construction Administration Services relating to an agreement between a Construction Contractor (the "Contractor") and the Town, and upon receipt of a written request by Town, Consultant shall research previous and existing conditions of the Project, and make a determination whether or not to certify that sufficient cause exists for the Town to declare the Contractor in default of the terms and conditions of the agreement. Consultant shall submit his findings in writing to the Town, or submit a written request for a specific extension of time (including the basis for such extension), within fifteen (15) calendar days of receipt of the written request from the Town. Town and Consultant agree that if requested by the Town, completion of this task shall be included in the Consultant's Fee and considered to be within the Scope of Services as defined under this Agreement.

3.1.3 **Consultation and Approval by Governmental Authorities and Franchised Utilities** – Consultant shall be responsible for identifying and analyzing the requirements of governmental agencies and all franchise utilities involved with the Project, and to participate in consultation with said agencies in order to obtain all necessary approvals and/or permissions. The Consultant shall be responsible for preparation and timely submittal of documents required for review, approval, and/or recording by such agencies. The Consultant shall be responsible for making such changes in the Construction Documents as may be required by

existing written standards promulgated by such agencies at no additional charge to Town.

- 3.2 **Direct Expenses – Direct Expenses are included in the Consultant's Fee as described** in Article 3.1 and include actual reasonable and necessary expenditures made by the Consultant and the Consultant's employees and subcontractors in the interest of the Project. All submitted Direct Expenses are to be within the amounts as stated in the Compensation Schedule / Project Billing / Project Budget set forth in Exhibit "B," and consistent with Exhibit "C," Town of Addison Guidelines for Direct Expenses, General and Administrative Markup, and Travel and Subsistence Expenses. The Consultant shall be solely responsible for the auditing of all Direct Expenses, including the subcontractors, prior to submitting to the Town for reimbursement, and shall be responsible for the accuracy thereof. Any over-payment by the Town for errors in submittals for reimbursement may be deducted from the Consultant's subsequent payment for services; provided, however this shall not be the Town's sole and exclusive remedy for said overpayment.
- 3.3 **Additional Services** – The Consultant shall provide the services as described in the Scope of Services as set forth in Exhibit "A" of this Agreement. If authorized in writing by the Town, the Consultant shall provide additional services, to be compensated on an hourly basis in accordance with this paragraph ("Additional Services"). These services may include, but are not limited to:
- 3.3.1 Additional meetings, hearings, work-sessions, or other similar presentations which are not provided for or contemplated in the Scope of Services described in Exhibit "A."
- 3.3.2 Additional drafts and revisions to the Project which are not provided for or contemplated in the Scope of Services as described in Exhibit "A." Drafts or revisions required as the result of errors or omissions by the Consultant shall not be considered Additional Services, but shall fall within the Scope of Services.
- 3.3.3 Additional copies of final reports and construction plans which are not provided for or contemplated in the Scope of Services as described in Exhibit "A."
- 3.3.4 Photography, professional massing models which are not provided for or contemplated in the Scope of Services as described in Exhibit "A."

- 3.3.5 Compensation for Additional Services authorized by the Town shall be in addition to the Consultant's Fee and shall be based on direct billable labor rates and expenses.
- 3.3.6 Compensation for Additional Services authorized by the Town shall be in addition to the Consultant's Fee and shall be based on an hourly basis according to the following personnel rates. The rates set forth in this chart are subject to reasonable change provided prior written notice of said change is given to Town.

Labor Category	Hourly Rate
Principal (DEC)	\$305.00
Principal QAQC (DEC)	\$250.00
Project Manager (DEC)	\$180.00
Engineer in Training (DEC)	\$100.00
Senior Engineering/CADD Technician (DEC)	\$140.00
Survey Technician (SAI)	\$124.00
RPLS (SAI)	\$160.00
2-Man Field Crew (SAI)	\$155.00
SUE Field Manager (TRG)	\$100.00
SUE Technician II (TRG)	\$56.50
Clerical (TRG)	\$65.00

- 3.4 **Invoices** – No payment to Consultant shall be made until Consultant tenders an invoice to the Town. Invoices are to be mailed to Town immediately upon completion of each individual task listed in Exhibit "B." On all submitted invoices, Consultant shall include appropriate background materials to support the submitted charges on said invoice. Such background material shall include, but is not limited to, employee timesheets, invoices for work obtained from other parties, and receipts and/or log information relating to Direct Expenses. All invoices for payment shall provide a summary methodology for administrative markup and/or overhead charges.
- 3.5 **Timing of Payment** – Town shall make payment to Consultant for said invoices within thirty (30) days following receipt and acceptance thereof. The parties agree that payment by Town to Consultant is considered to be complete upon mailing of payment by Town. Furthermore, the parties

agree that the payment is considered to be mailed on the date that the payment is postmarked.

- 3.6 **Disputed Payment Procedures** – In the event of a disputed or contested billing by Town, only that portion so contested may be withheld from payment, and the undisputed portion will be paid. Town shall notify Consultant of a disputed invoice, or portion of an invoice, in writing by the twenty-first (21st) calendar day after the date the Town receives the invoice. Town shall provide Consultant an opportunity to cure the basis of the dispute. If a dispute is resolved in favor of the Consultant, Town shall proceed to process said invoice, or the disputed portion of the invoice, within the provisions of Article 3.5. If a dispute is resolved in favor of the Town, Consultant shall submit to Town a corrected invoice, reflecting any and all payment(s) of the undisputed amounts, documenting the credited amounts, and identifying outstanding amounts on said invoice to aid Town in processing payment for the remaining balance. Such revised invoice shall have a new invoice number, clearly referencing the previous submitted invoice. Town agrees to exercise reasonableness in contesting any billing or portion thereof that has background materials supporting the submitted charges.
- 3.7 **Failure to Pay** – Failure of the Town to pay an invoice, for a reason other than upon written notification as stated in the provisions of Article 3.6 to the Consultant within sixty (60) days from the date of the invoice shall grant the Consultant the right, in addition to any and all other rights provided, to, upon written notice to the Town, suspend performance under this Agreement, and such act or acts shall not be deemed a breach of this Agreement. However, Consultant shall not suspend performance under this Agreement prior to the tenth (10th) calendar day after written notice of suspension was provided to Town, in accordance with Chapter 2251, Subchapter “D” (“Remedy for Nonpayment”) of the *Texas Government Code*. The Town shall not be required to pay any invoice submitted by the Consultant if the Consultant breached any provision(s) herein.
- 3.8 **Adjusted Compensation** – If the Scope of the Project or if the Consultant’s services are materially changed due to no error on behalf of Consultant in the performance of services under this Agreement, the amounts of the Consultant’s compensation shall be equitably adjusted as approved by Town. Any additional amounts paid to the Consultant as a result of any material change to the Scope of the Project shall be authorized by written change order duly executed by both parties before the services are performed.
- 3.9 **Project Suspension** – If the Project is suspended or abandoned in whole or in part for more than three (3) months, Consultant shall be entitled to

compensation for any and all work completed to the satisfaction of Town in accordance with the provisions of this Agreement prior to suspension or abandonment. In the event of such suspension or abandonment, Consultant shall deliver to Town all finished or unfinished documents, data, studies, surveys, drawings, maps, models, reports, photographs, and/or any other items prepared by Consultant in connection with this Agreement prior to Consultant receiving final payment. If the Project is resumed after being suspended for more than three (3) months, the Consultant's compensation shall be equitably adjusted as approved by the Town. Any additional amounts paid to the Consultant after the Project is resumed shall be agreed upon in writing by both parties before the services are performed.

ARTICLE 4 OWNERSHIP OF DOCUMENTS

- 4.1 **Documents Property of the Town** – The Project is the property of the Town, and Consultant may not use the documents, plans, data, studies, surveys, drawings, maps, models, reports, photographs, and/or any materials delivered under the terms of this agreement for any other purpose not relating to the Project without Town's prior written consent. Town shall be furnished with such reproductions of the Project, plans, data, documents, maps, and any other information as defined in Exhibit "A." Upon completion of the work, or any earlier termination of this Agreement under Article 3 and/or Article 7, Consultant will revise plans, data, documents, maps, and any other information as defined in Exhibit "A" to reflect changes while working on the Project and promptly furnish the same to the Town in an acceptable electronic format. All such reproductions shall be the property of the Town who may use them without the Consultant's permission for any purpose relating to the Project, including, but not limited to, completion of the Project, and/or additions, alterations, modifications, and/or revisions to the Project.
- 4.2 **Documents Subject to Laws Regarding Public Disclosure** – Consultant acknowledges that Town is a governmental entity and that all documents, plans, data, studies, surveys, drawings, maps, models, reports, photographs, and/or any items prepared or furnished by Consultant as deliverables (and Consultant's professional associates and/or Sub-consultants) under this Agreement are instruments of service in respect of the Project and property of the Town and upon completion of the Project shall thereafter be subject to the Texas Public Information Act (*Texas Government Code*, Chapter 552) and any other applicable laws requiring public disclosure of the information contained in said documents.

**ARTICLE 5
CONSULTANT'S INSURANCE REQUIREMENTS**

- 5.1 **Required Professional Liability Insurance** – Consultant shall maintain, at no expense to Town, a professional liability (errors and omissions) insurance policy with a company that maintains a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s), authorized to transact business in the State of Texas, in an amount not less than One Million and 00/100 Dollars (\$1,000,000.00) for each occurrence, and Two Million and 00/100 Dollars (\$2,000,000.00) in the aggregate. Such policy shall require the provision of written notice to Town at least thirty (30) days prior to cancellation, non-renewal, or material modification of any policies, or ten (10) days for non-payment of premium, evidenced by return receipt or United States Certified Mail. Consultant shall furnish Town with certificates evidencing such coverage prior to commencing work on the Project.
- 5.2 **Required General Liability Insurance** - Consistent with the terms and provisions of Exhibit "D," Town of Addison Contractor Insurance Requirements, Consultant shall maintain, at no expense to Town, a general liability insurance policy with a company that maintains a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s), authorized to transact business in the State of Texas, in an amount not less than One Million and 00/100 Dollars (\$1,000,000.00) for each occurrence, and Two Million and 00/100 Dollars (\$2,000,000.00) in the aggregate. Such policy shall name the Town, its officers, agents, representatives, and employees as additional insured as to all applicable coverage. Such policy shall provide for a waiver of subrogation against the Town for injuries, including death, property damage, or any other loss to the extent that same is covered by the proceeds of the insurance. Such policy shall require the provision of written notice to Town at least thirty (30) days prior to cancellation, non-renewal, or material modification of any policies, or ten (10) days for non-payment of premium, evidenced by return receipt or United States Certified Mail. Consultant shall furnish Town with certificates evidencing such coverage prior to commencing work on the Project.
- 5.3 **Required Workers Compensation Insurance** – Consistent with the terms and provisions of Exhibit "D," Town of Addison Contractor Insurance Requirements, Consultant shall maintain, at no expense to Town, all Statutory Workers Compensation Insurance as required by the laws of the State of Texas. Such insurance policy shall be with a company that maintains a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent service(s), and authorized to transact business in the State

of Texas. Such policy shall provide for a waiver of subrogation against the Town for injuries, including death, property damage, or any other loss to the extent that same is covered by the proceeds of the insurance. Such policy shall require the provision of written notice to Town at least thirty (30) days prior to cancellation, non-renewal, or material modification of any policies, or ten (10) days for non-payment of premium, evidenced by return receipt or United States Certified Mail. Consultant shall furnish Town with certificates evidencing such coverage prior to commencing work on the Project.

- 5.4 **Circumstances Requiring Umbrella Coverage or Excess Liability Coverage** – If Project size and scope warrant, Town of Addison Contractor Insurance Requirements, Consultant shall maintain, at no expense to the Town, an umbrella coverage or excess liability coverage insurance policy with a company that maintains a minimum rating of “A” by A.M. Best’s Key Rating Guide, or other equivalent rating service(s), authorized to transact business in the State of Texas, in an amount of Two Million and 00/100 Dollars (\$2,000,000.00). Consistent with the terms and provisions of Exhibit “F,” such policy shall name the Town, its officers, agents, representatives, and employees as additional insured as to all applicable coverage. Such policy shall provide for a waiver of subrogation against the Town for injuries, including death, property damage, or any other loss to the extent that the same is covered by the proceeds of the insurance. Such policy shall require the provision of written notice to the Town at least thirty (30) days prior to cancellation, non-renewal, or material modification of any policies, or ten (10) days for non-payment of premium, evidenced by return receipt or United States Certified Mail. Consultant shall furnish Town with certificates evidencing such coverage prior to commencing work on the Project.

ARTICLE 6 CONSULTANT’S ACCOUNTING RECORDS

Records of Direct Expenses and expenses pertaining to services performed in conjunction with the Project shall be kept on the basis of generally accepted accounting principles. Invoices will be sent to the Town as indicated in Article 3.4. Copies of employee time sheets, receipts for direct expense items and other records of Project expenses will be included in the monthly invoices.

ARTICLE 7 AUDITS AND RECORDS / PROHIBITED INTEREST / VENDOR DISCLOSURE

The Consultant agrees that at any time during normal business hours and as often as the Town may deem necessary, Consultant shall make available to representatives of the Town for examination all of its records with respect to all matters covered by this

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Agreement, and will permit such representatives of the Town to audit, examine, copy and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement, and for a period of four (4) years from the date of final settlement of this Agreement or for such other or longer period, if any, as may be required by applicable statute or other lawful requirement.

The Consultant agrees that it is aware of the prohibited interest requirement of the Town Charter, which is repeated on the Affidavit, attached hereto as Exhibit "E" and incorporated herein for all purposes, and will abide by the same. Further, a lawful representative of Consultant shall execute the Affidavit attached hereto as Exhibit "E". Consultant understands and agrees that the existence of a prohibited interest during the term of this Agreement will render the Agreement voidable.

Consultant agrees that it is further aware of the vendor disclosure requirements set forth in Chapter 176, Local Government Code, as amended, and will abide by the same. In this connection, a lawful representative of Consultant shall execute the Conflict of Interest Questionnaire, Form CIQ, attached hereto as Exhibit "F" and incorporated herein for all purposes.

If the Agreement is required to go to the Town Council for approval, then the Consultant shall execute and deliver to the Town the Form 1295 Certificate of Interested Parties, as required by section 2252.908, Texas Government Code, as amended, prior to the Town's execution of this Agreement.

ARTICLE 8 TERMINATION OF AGREEMENT / REMEDIES

Town may, upon thirty (30) days written notice to Consultant, terminate this Agreement, for any reason or no reason at all, before the termination date hereof, and without prejudice to any other remedy it may have. If Town terminates this Agreement due to a default of and/or breach by Consultant and the expense of finishing the Project exceeds the Consultant's Fee at the time of termination, Consultant waives its right to any portion of Consultant's Fee as set forth in Article 3 herein and agrees to pay any costs over and above the fee which the Town is required to pay in order to finish the Project. On any material default and/or material breach by Consultant, Town may elect not to terminate the Agreement, and in such event it may make good the deficiency in which the default consists, and deduct the costs from the Consultant's Fee due Consultant as set forth in Article 3 herein after notice and reasonable opportunity to cure has been offered to Consultant. If Town terminates this Agreement and Consultant is not in material default of the Agreement, Consultant shall be entitled to compensation for any and all work completed according to the industry standard of care, and to the satisfaction of the Town in accordance with the provisions of this Agreement prior to termination.

In the event of any termination, Consultant shall deliver to Town all finished and/or unfinished documents, data, studies, surveys, drawings, maps, models, reports, photographs and/or any items prepared by Consultant in connection with this Agreement prior to Consultant receiving final payment.

The rights and remedies provided by this Agreement are cumulative, and the use of any one right or remedy by either party shall not preclude or waive its rights to use any or all other remedies. These rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance, or otherwise.

**ARTICLE 9
DISPUTE RESOLUTION / MEDIATION**

In addition to all remedies at law, the parties may resolve/mediate any controversy, claim or dispute arising out of or relating to the interpretation or performance of this Agreement, or breach thereof, by voluntary mediation to be conducted by a mutually acceptable mediator.

ARTICLE 10

INDEMNITY

CONSULTANT SHALL HEREBY COVENANT AND CONTRACT TO WAIVE ANY AND ALL CLAIMS, RELEASE, INDEMNIFY AND HOLD HARMLESS TOWN AND ITS TOWN COUNCIL MEMBERS, OFFICERS, AGENTS, REPRESENTATIVES AND EMPLOYEES FROM AND AGAINST ALL DAMAGES, INJURIES (INCLUDING DEATH), INTELLECTUAL PROPERTY INFRINGEMENT CLAIMS (INCLUDING PATENT, COPYRIGHT AND TRADEMARK INFRINGEMENTS), CLAIMS, PROPERTY DAMAGES (INCLUDING LOSS OF USE), LOSSES, DEMANDS, SUITS, JUDGMENTS AND COSTS, INCLUDING REASONABLE ATTORNEY'S FEES AND EXPENSES (INCLUDING ATTORNEYS' FEES AND EXPENSES INCURRED IN ENFORCING THIS INDEMNITY), CAUSED OR RESULTING FROM THE NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY CONSULTANT, ITS OFFICERS, AGENTS, REPRESENTATIVES, EMPLOYEES, SUBCONTRACTORS, LICENSEES, INVITEES, OR ANY OTHER ENTITY OVER WHICH THE CONSULTANT EXERCISES CONTROL, IN ITS/THEIR PERFORMANCE OF THIS AGREEMENT AND/OR ARISING OUT OF PROFESSIONAL SERVICES PROVIDED BY CONSULTANT PURSUANT TO THIS AGREEMENT, REGARDLESS OF THE JOINT OR CONCURRENT NEGLIGENCE OR STRICT LIABILITY OF THE TOWN (HEREINAFTER "CLAIMS"). THIS INDEMNIFICATION PROVISION AND THE USE OF THE TERM "CLAIMS" IS ALSO SPECIFICALLY INTENDED TO APPLY TO, BUT NOT LIMITED TO, ANY AND ALL CLAIMS, WHETHER CIVIL OR CRIMINAL, BROUGHT AGAINST TOWN BY ANY GOVERNMENT AUTHORITY OR AGENCY RELATED TO ANY PERSON PROVIDING SERVICES UNDER THIS AGREEMENT THAT ARE BASED ON ANY FEDERAL IMMIGRATION LAW AND ANY AND ALL CLAIMS,

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DEMANDS, DAMAGES, ACTIONS AND CAUSES OF ACTION OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, EXISTING OR CLAIMED TO EXIST, RELATING TO OR ARISING OUT OF ANY EMPLOYMENT RELATIONSHIP BETWEEN CONSULTANT AND ITS EMPLOYEES OR SUBCONTRACTORS AS A RESULT OF THAT SUBCONTRACTOR'S OR EMPLOYEE'S EMPLOYMENT AND/OR SEPARATION FROM EMPLOYMENT WITH THE CONSULTANT, INCLUDING BUT NOT LIMITED TO ANY DISCRIMINATION CLAIM BASED ON SEX, SEXUAL ORIENTATION OR PREFERENCE, RACE, RELIGION, COLOR, NATIONAL ORIGIN, AGE OR DISABILITY UNDER FEDERAL, STATE OR LOCAL LAW, RULE OR REGULATION, AND/OR ANY CLAIM FOR WRONGFUL TERMINATION, BACK PAY, FUTURE WAGE LOSS, OVERTIME PAY, EMPLOYEE BENEFITS, INJURY SUBJECT TO RELIEF UNDER THE WORKERS' COMPENSATION ACT OR WOULD BE SUBJECT TO RELIEF UNDER ANY POLICY FOR WORKERS COMPENSATION INSURANCE, AND ANY OTHER CLAIM, WHETHER IN TORT, CONTRACT OR OTHERWISE. THIS INDEMNIFICATION SHALL EXTEND TO THE PAYMENT OR REIMBURSEMENT OF THE TOWN'S REASONABLE ATTORNEYS FEES AND ASSOCIATED COSTS, COURT COSTS, AND SETTLEMENT COSTS IN PROPORTION TO THE CONSULTANT'S LIABILITY.

CONSULTANT SHALL PROMPTLY NOTIFY TOWN OF THE DEFENSE COUNSEL RETAINED BY CONSULTANT IN FULFILLING ITS OBLIGATION HEREUNDER, AND TIMELY NOTIFY TOWN OF ANY AND ALL LEGAL ACTIONS TAKEN BY THE DEFENSE COUNSEL REGARDING ANY AND ALL CLAIMS.

THIS ARTICLE SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

ARTICLE 11 NOTICES

Consultant agrees that all notices or communications to Town permitted or required under this Agreement shall be delivered to Town at the following addresses:

Director of Public Works and Engineering Services

Town of Addison
16801 Westgrove Drive
Addison, Texas 75001

Town agrees that all notices or communication to Consultant permitted or required under this Agreement shall be delivered to Consultant at the following addresses:

**DANNENBAUM ENGINEERING COMPANY- DALLAS, LLC.
David Rankin, P.E., Project Manager
3030 LBJ FREEWAY, SUITE 910
DALLAS, TX 75234**

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Any notice provided in writing under the terms of this Agreement by either party to the other shall be in writing and may be sent by registered or certified mail, return receipt requested.

All notices or communication required to be given in writing by one party or the other shall be considered as having been given to the addressee on the date such notice or communication is postmarked by the sending party. Each party may change the address to which notice may be sent to that party by giving notice of such change to the other party in accordance with the provisions of this Agreement.

ARTICLE 12 MISCELLANEOUS

12.1 **Complete Agreement** – This Agreement, including the exhibits hereto labeled “A” through “F,” all of which are incorporated herein for all purposes, constitute the entire Agreement by and between the parties regarding the subject matter hereof and supersedes all prior and/or contemporaneous written and/or oral understandings. This Agreement may not be amended, supplemented, and/or modifies except by written agreement duly executed by both parties. The following exhibits are attached below and made a part of this Agreement, if applicable:

12.1.1 Exhibit “A,” Scope of Services.

12.1.2 Exhibit “B,” Compensation Schedule / Project Billing / Project Budget.

12.1.3 Exhibit “C,” Town of Addison Guidelines for Direct Expenses; General and Administrative Markup; Travel and Subsistence Expenses.

12.1.6 Exhibit “D,” Town of Addison Contractor Insurance Requirements.

12.1.7 Exhibit “E,” Affidavit.

12.1.8 Exhibit “F”, Conflict of Interest Questionnaire, Form CIQ.

12.2 **Assignment and Subletting** – The Consultant agrees that neither this Agreement nor the work to be performed hereunder will be assigned or sublet without the prior written consent of the Town. The Consultant further agrees that the assignment or subletting or any portion or feature of the work or materials required in the performance of this Agreement shall not relieve the Consultant of its full obligations to the Town as provided by this Agreement. All such approved work performed by assignment or subletting shall be billed through Consultant, and there shall be no third party billing.

Professional Services Agreement – (DANNENBAUM ENGINEERING COMPANY -- DALLAS, LLC, LAKE FOREST DRIVE WATERLINE UPGRADES & WASTEWATER LINE IMPROVEMENTS) Page 14
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- 12.3 **Successors and Assigns** – Town and Consultant, and their partners, assigns, successors, subcontractors, executors, officers, agents, employees, representatives, and administrators are hereby bound to the terms and conditions of this Agreement.
- 12.4 **Severability** – In the event of a term, condition, or provision of this Agreement is determined to be invalid, illegal, void, unenforceable, or unlawful by a court of competent jurisdiction, then that term, condition, or provision, shall be deleted and the remainder of the Agreement shall remain in full force and effect as if such invalid, illegal, void, unenforceable or unlawful provision had never been contained herein.
- 12.5 **Venue** – This entire Agreement is performable in Dallas County, Texas and the venue for any action related directly or indirectly, to this Agreement or in any manner connected therewith shall be in Dallas County, Texas, and this Agreement shall be construed under the laws of the State of Texas.
- 12.6 **Execution / Consideration** – This Agreement is executed by the parties hereto without coercion or duress for any substantial consideration, the sufficiency of which is forever confessed.
- 12.7 **Authority** – The individuals executing this Agreement on behalf of the respective parties below represent to each other that all appropriate and necessary action has been taken to authorize the individual who is executing this Agreement to do so for an on behalf of the party for which his or her signature appears, that there are no other parties or entities required to execute this Agreement in order for the same to be an authorized and binding agreement on the other party for whom the individual is signing this Agreement and that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the date hereof.
- 12.8 **Waiver** – Waiver by either party of any breach of this Agreement, or the failure of either party to enforce any of the provisions of this Agreement, at any time, shall not in any way affect, limit, or waive such party's right thereafter to enforce and compel strict compliance.
- 12.9 **Headings** – The headings of the various sections of this Agreement are included solely for convenience of reference and are not to be full or accurate descriptions of the content thereof.
- 12.10 **Multiple Counterparts** – This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

- 12.11 **Sovereign Immunity** – The parties agree that the Town has not waived its sovereign immunity by entering into and performing its obligations under this Agreement.
- 12.12 **Additional Representations** – Each signatory represents this Agreement has been read by the party for which this Agreement is executed and that such party has had the opportunity to confer with its counsel.
- 12.13 **Miscellaneous Drafting Provisions** – This Agreement shall be deemed drafted equally by all parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any party shall not apply.
- 12.14 **No Third Party Beneficiaries** -- Nothing in this Agreement shall be construed to create any right in any third party not a signatory to this Agreement, and the parties do not intend to create any third party beneficiaries by entering into this Agreement.
- 12.15 **No Boycott – Israel** -- Pursuant to Texas Government Code Chapter 2270, Organization's execution of this Agreement shall serve as verification that the Organization does not presently boycott Israel and will not boycott Israel during the term of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement and caused this Agreement to be effective on the latest day as reflected by the signatures below.

Effective Date: _____

TOWN:
Town of Addison, Texas

By: _____
Wesley S. Pierson, City Manager

Date: _____

CONSULTANT:
DANNENBAUM ENGINEERING COMPANY, - DALLAS LLC.

By: 
William Gladbach, PE, North Texas Division Regional Manager

Date: 08/11/2021

Professional Services Agreement – (DANNENBAUM ENGINEERING COMPANY – DALLAS, LLC, LAKE FOREST DRIVE WATERLINE UPGRADES & WASTEWATER LINE IMPROVEMENTS) Page 16
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STATE OF TEXAS §
COUNTY OF DALLAS §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared **Wesley S. Pierson**, Town of Addison, Texas City Manager, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and consideration expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ___ day of _____, 2021.

Notary Public In and For the State of Texas
My commission expires: _____

STATE OF Texas §
COUNTY OF Dallas §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared William Gladbach known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purpose and consideration expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 11th day of August , 2021.

Denise I. Hernandez
Notary Public In and For the State of Texas
My commission expires: October 08, 2024

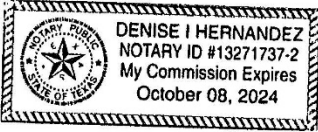


Exhibit "A"
Scope of Services
Agreement by and between the Town of Addison, Texas (Town)
and (Consultant)
to perform Professional Engineering Services for
LAKE FOREST DRIVE WATERLINE UPGRADES & WASTEWATER
IMPROVEMENTS

A. PROJECT DESCRIPTION

The project is located along Lake Forest Drive in which is a private street the Lake Forest subdivision, approximately 250 LF north of Havenshire Place and extending to Beltline Road. It will be designed and bid in one phase.

The TOWN proposes to replace 1,300-LF of existing 6-Inch Cast Iron Water Line and 1,047-LF of existing 6 and 8-Inch vitrified clay gravity wastewater main parallel to the water line using by-other-than-open-cut (BOTOC) methods, including pipe bursting and rehabilitating 325-LF of vitrified clay gravity wastewater main by means of spin cast structural epoxy lining. The TOWN also proposes to investigate the possibility to resurface and overlay the existing asphalt pavement of Lake Forest Drive with funding from the adjacent residents.

The general parameters for design of the improvements shall include the following:

1. Install 1,300-LF of proposed 8-inch PVC or similar replacement water line by pipe bursting to upsize the existing 6-inch water line,
2. Install 1,047-LF of proposed 8-inch PVC or similar replacement wastewater line by pipe bursting to upsize the existing 6-inch wastewater line,
3. Rehabilitate 325-LF of existing 8-inch gravity wastewater line using Spin Cast Structural Epoxy Lining to structurally repair and reinforce the portion of the wastewater line under the reinforced concrete box culvert bridge that cannot be pipe burst due to being concrete encased,
4. Reconnection of existing water and wastewater service lines with associated point repairs
5. Potentially overlay Lake Forest Drive full width with 2.5-inches of asphalt paving.
6. Coordinate 8-inch water line, 8-inch wastewater line and asphalt paving and surface restoration construction.
7. Construction Sequencing Plan.
8. Construction Erosion Control Plan.
9. Post-Construction Repair and Surface Restoration Plan.
10. Special details that are not included as a standard by the TOWN.
11. Standards and typical construction details of the TOWN may be referred to in the specifications and/or on the drawings rather than re-drawing the standard detail.
12. Assist the TOWN in preparing applications/letters/plan sets to be distributed to required entities for review purposes.

The CONSULTANT shall perform the necessary engineering and related technical services for the Design and Construction Phase Services, including necessary Additional Services for development of this Project according to the following sections of this Contract. CONSULTANT shall use the subcontractors listed in Exhibit "D" which is attached hereto and incorporated herein by reference and made a part hereof as if repeated verbatim.

B. TASK DESCRIPTIONS – SCOPE OF SERVICES

Services provided by the CONSULTANT shall include all aspects of the work set forth in the following scope of services.

I. General Administration and Coordination

- A. General Knowledge and Design Requirements – The CONSULTANT shall have a working knowledge of applicable design requirements, codes, master plans, and regulations which govern the scope of work and services included herein. Specific design requirements shall be obtained from the Town of Addison Public Works and Engineering Design Standards and the North Central Texas Council of Governments Public Works Construction Standards. The CONSULTANT will establish and summarize necessary project design criteria, including any proposed variances, and submit to TOWN for review prior to beginning design work. All design work will be prepared in CAD, with electronic files in DGN/DWG format submitted to the TOWN upon final record drawings. The TOWN may request CAD files at any time through the duration of the contract. The CONSULTANT shall be responsible for ensuring that design services provided meet required local, state, and federal requirements.
- B. General Plan Requirements – Replacement of existing 6-inch Water Line and existing 6 and 8-inch Wastewater Line - Scale of full size (22" X 34") plans is to be: 1"=20' Horizontal; 1"=4' Vertical or as approved by the TOWN. Accurate and clear plans shall be provided for the purpose of accurate bids, efficient construction, and good permanent records. The consistent use of uniform drafting guidelines will increase the efficiency in which the plans are reviewed by the contractors prior to bidding and improve their understanding of the contract's intent. The intent is to produce consistent, accurate, and legible sets of plans. Plans will not be cluttered with unnecessary information.
- C. Third-Party Coordination – Coordinate with franchise utilities, adjacent developments, and individual property owners as necessary, Texas Commission on Environmental Quality (TCEQ), and any other appropriate entities.
- D. Progress Updates – The CONSULTANT shall submit a monthly report outlining, at a minimum, the work on the project which occurred the previous month, the work expected to be completed the following month, the next major project milestone, and any information needed from the TOWN.
- E. Administrative and Coordination Tasks – The CONSULTANT shall perform necessary coordination and administrative tasks including, but not limited to, required coordination with subcontractors listed in Exhibit "D", preparing and submitting monthly invoices to the TOWN, preparing and updating the overall project schedule, attending required meetings, and other miscellaneous

administrative and/or coordination tasks required by the TOWN unless specifically listed under "Exclusions" in the Scope of Services herein.

F. Meetings –

1. CONSULTANT shall attend one (1) meeting or as needed with TOWN staff to review project goals/requirements, design criteria, communication procedures, project scheduling, deliverables, personnel, and other pertinent matters that may impact the Project.
2. Regular Meetings - For budgeting purposes, it is assumed an average of one (1) monthly meeting per month will occur for the duration of the Preliminary and Final Design and Bid phases of the project over a period of four (4) months. If required, CONSULTANT will discuss additional meetings or other services with TOWN before proceeding.
3. Project kick-off meeting - Engineer shall attend a preliminary conference with authorized representatives of the Town regarding the scope of the project so that the plans and specifications which are to be developed hereunder by the Engineer will result in providing facilities which conform to the Town's requirements and budgetary constraints. The Engineer will collect available data regarding subject project and existing utilities in the area for review during the design.

II. 30% Conceptual Design

- A. Survey / Data Collection - Obtain and review available reports pertinent utility plans, plats and right-of-way maps, existing easement information, and other features within the project area from the Town of Addison. Contact private utilities within the project limits for information on existing and proposed facilities. Collect data for SUE and geotechnical reports if needed, and gather the following data:
 1. Existing plat information.
 2. Property owner and record information.
 3. Existing Right-of-Way and easement information. Identify easements available through typical research methodologies (i.e. plats, courthouse filings, etc.).
 4. Coordinate with Texas 811 to locate and mark existing franchise and public utilities.
 5. Through sub-consultants, provide Subsurface Utility Engineering (SUE) and Geotechnical investigations (Reference Section VIII., Special Services.)
 6. If needed, Coordinate TDLR review and inspections provided by others.
- B. Plan Submittal - Submit schematic plans, strip map roll plot.
- C. Project kick-off meeting - Engineer shall attend a preliminary conference with authorized representatives of the Town regarding the scope of the project so that the plans and specifications which are to be developed hereunder by the Engineer will result in providing facilities which conform to the Town's requirements and budgetary constraints. The Engineer will collect available data

regarding subject project and existing utilities in the area for review during the design.

- D. Town Review Meeting - Meet with the Town to discuss schematic plans.
- E. Public Meeting (If required) - CONSULTANT will attend one (1) public meeting to be organized and presented by the Town of Addison. CONSULTANT will assist through preparation of a project exhibit showing proposed improvements and assisting the Town in answering questions.

III. **60% Preliminary Design**

- A. Address Town Comments - Revise schematic plans and incorporate comments received from the Town.
- B. Preliminary Design
 - 1. Determine if any additional easements and/or Right-of-Way are necessary for construction.
 - 2. Work with any affected utilities such as water, gas, telephone, telecommunications, and electric to obtain record as-built information of horizontal and vertical data for their facilities.
 - 3. Distribute plans to local utility companies to obtain information regarding impacts to their assets (if any).
 - 4. Prepare the following sheets:
 - Cover / Title Sheet
 - Quantity Sheet
 - General Notes Sheet
 - Demolition Plan Sheets
 - Construction phasing and traffic control Sheets
 - Utility Plan & Profile Sheets
 - Resurfacing Plan Sheets
 - Erosion Control Plan Sheets
 - Typical Sections and Standard Detail Sheets
- C. Preliminary Cost Opinion - Prepare a preliminary Opinion of Probable Cost (OPC) for the entire project (design, materials testing, construction, property/easement acquisition, etc.) and a separate detailed Opinion of Probable Construction Cost (OPCC) with bid quantities.
- D. Construction Specifications - Prepare a preliminary set of required construction specifications.
- E. Plan Submittal - Submit three (3) sets of half-size 11"x17" preliminary plans, digital PDF, and one (1) hard copy of preliminary specifications.
- F. Town Review Meeting - Meet with the Town to discuss preliminary plans, preliminary specifications, and estimates.

IV. **Pre-Final 90% Design**

- A. Address Town Comments - Revise preliminary plans incorporating comments received from the Town.
- B. Utility Coordination - Coordinate with any affected utilities to obtain accurate information for horizontal and vertical data for their facilities. Distribute the plans to local utility companies to obtain information regarding impacts to their facilities.
- C. Update Cost Opinion and Quantities - Update OPC and OPCC.
- D. Specifications and Plan Submittals - Submit three (3) sets of half size 11"x17" updated plans, digital PDF, and one (1) hard copy of updated specifications. Schedule review meeting with the Town.

V. **Final 100% Design & Bid Phase Services**

- A. Final Design - Revise plans and specifications. Incorporate plans and specifications with comments from Town, utility companies, and necessary related information required for bidding.
- B. Final Quantities, OPC, and OPCC - Finalize estimates of costs.
- C. Final Submittal - Engineer shall furnish an electronic file of the signed sealed final plans and specifications, plus three (3) half size 11"x17" plans and two (2) full size 22" x 34" plans of the final approved construction plans and two (2) full sets of contract specifications.
- D. Review Meeting - Meet with Town to discuss final plans, specifications, and costs.
- E. Contract Bid Documents - Assist the Town in preparing final bid documents using existing Town of Addison standard documents as directed by the Town staff. Bid documents shall include documents furnished in the Final Submittal in Item C. which include the bid proposal forms, construction plans, specifications, and other documents required by the Town of Addison.

VI. **Bid Phase Services**

- A. Advertising and Pre-bid Meeting - The Engineer shall facilitate one (1) pre-bid meeting and assist Town staff in advertising for bids. Coordinate agenda, sign in sheet and provide meeting minutes.
- B. Plan Distribution - The Engineer shall furnish five (5) half size 11" x 17" sets of plans and five (5) hard copies of the project specifications to the Town for bid purposes. Additional sets shall be provided as needed for the additional cost of reproduction and handling.
- C. Addenda - The Engineer shall prepare and distribute addendum required to modify the requirements of the project during bidding, respond to requests for clarification, and issued instructions to bidders as directed by the Town.
- D. Bid Tabulation - The Engineer shall prepare a tabulation of bids for the project and verify the bid amounts. Evaluate the lowest and second lowest bidder, including obtaining information on past work history and physical resources.
- E. Recommendation for Award - The Engineer shall prepare a recommendation for

Professional Services Agreement – (DANNENBAUM ENGINEERING COMPANY – DALLAS, LLC, LAKE FOREST DRIVE WATERLINE UPGRADES & WASTEWATER LINE IMPROVEMENTS) Page 22
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award of contract or other action and notify bidders of the action taken by the Town of Addison.

- F. Provide Conformance Set - The Engineer shall provide four (4) final specifications and contract books incorporating the contractors executed contract documents and unit bid prices. Four (4) full sized 22" x 34" plans that are released for construction shall also be supplied.

VII. **Special Services**

A. Construction Design Support

1. Preconstruction Meeting - Attend one (1) pre-construction meeting with the selected contractor, prepare a record of the meeting and distribute it to attendees. Conformance plans and specifications Section VI F. will be distributed to the contractor for construction.
2. Site Visits - The Engineer will complete up to eight (8) weekly site visits or as needed for the duration of the project construction as directed by the Town of Addison. Additional site visits will be made for an additional fee if needed or directed by the Town of Addison.
3. Shop Drawing, Submittal Reviews, and Change Orders - The Engineer shall review shop drawings, submittals, substitutions, change orders, and other documents provided by the contractor to determine compliance with the contract requirements, design intent, and review pay applications. Prepare responses and comments on each submittal and transmit copies of the contractor and Town staff. Maintain a record of submittals and responses. Routing shop drawings and submittals generally will be reviewed and returned within seven (7) working days. Critical path items shall be reviewed and returned sooner. Proposal is based on the estimation of ten (10) submittals. Additional submittals will be reviewed for and processed as needed for an additional fee.
4. Requests for Information - The Engineer shall respond to Request for Information received from the contractor.
5. Pay Application Reviews and Approvals - The Engineer shall review Pay Apps provided by the contractor and approvals provided by the Town of Addison Inspector to determine compliance with the contract requirements, design intent, list of items, contract unit prices specified, and work completed, as verified by the Town Inspector. Prepare responses and comments on each submittal and transmit copies to the contractor and Town staff. Maintain a record of submittals and responses. Routine Pay Apps and Approvals generally will be reviewed and returned within seven (7) working days.
6. Final Walk Through and Punch List Preparation - The Engineer shall assist Town of Addison in conducting a final inspection of the completed construction. Prepare a record of observations and items requiring correction by the contractor prior to the contractor's final payment.
7. Prepare Record Drawings - The Engineer, utilizing contractor construction record information, shall prepare and provide an electronic copy containing

Record Drawings in digital format (PDF and CAD).

B. Public Involvement

Public involvement services shall include:

1. Public Meeting - CONSULTANT (DEC) will attend one (1) public meeting or as needed to be organized and presented by the Town of Addison. CONSULTANT will assist through preparation of a project exhibit showing proposed improvements and assisting the Town in answering questions.
2. Project Information Notices – Two (2) notices will be mailed to properties directly impacted and adjacent to the proposed water and wastewater line. One notice will be mailed before design survey activities start and one prior to start of construction activities for the water line.
 - a. Design Survey Notice – CONSULTANT (DEC) will prepare notices to inform said property owners about the project. These notices will be based on a template provided by the TOWN and prepared on TOWN letterhead. The TOWN will provide DEC with a mailing list to be used to address the notices. DEC will provide the addressed notices to the TOWN to mail.
 - b. Pre-Construction Notice – CONSULTANT (DEC) will prepare notices to inform said property owners about the general project construction schedule and points of contact for both the TOWN and construction contractor. These notices will be based on a template provided by the TOWN and prepared on TOWN letterhead. The TOWN will provide CONSULTANT (DEC) with a mailing list to be used to address the notices. CONSULTANT (DEC) will provide the addressed notices to the TOWN to mail.

C. Surveying for Engineering Design - Perform necessary surveying operations for the complete design of the Project as outlined in this Exhibit A, Scope of Services. Surveying services shall be provided by subcontractor Spooner & Associates, Inc. (SAI), and include the following:

1. Establish horizontal and vertical control using TOWN criteria.
2. Within 15 LF of the center line alignment of Lake Forest Drive:
 - a. Tie right-of-way lines, property lines, property corners, trees six (6) inches in diameter and larger, fence lines, and other visible surface features.
 - b. Provide topographic information including cross sections of the existing ground features as needed for design.
 - c. Provide horizontal and vertical location of existing facilities including existing paving, driveways, sidewalks, buildings, mailboxes, and landscaping.
 - d. Tie existing visible franchise utilities and appurtenances identified by Texas 811, and public utilities including water valves, fire hydrants and manholes.
 - e. Verify horizontal and vertical location of existing wastewater manholes and cleanouts.

- D. Geotechnical Investigation - Provide geotechnical investigation and resulting report through subcontract services with Alliance Geotechnical Group, Inc. (AGG). The geotechnical investigation will provide four (4) soil borings drilled to depths of twenty (20) feet below the existing ground surface for the water and wastewater line. Laboratory Investigation will include to classify the soil and to evaluate the volume change potential and strength of the soil present at the site. Soil classification test will consist of Atterberg Limits, percent passing #200 sieve, moisture content and dry unit weight. The strength of the rock will be determined by performing unconfined compression strength tests on selected rock core samples. Results of the field and laboratory work will be presented by AGG in an engineering report with recommendations to guide design and construction of the new utility installations and roadway improvements.
- E. Material Testing - Provide materials testing during construction. Material Testing will include Utility Backfill Testing and Inspection - Moisture/Density Relationship of Soils (ASTM D-698), Atterberg Limits, Percent finer than #200 sieve, Field Density Testing, Concrete Test Cylinders for Manholes, Asphalt Testing and Inspection - Extraction/Gradation, Molding of Texas Gyrotory Specimens, Rice Gravity, Density of Lab Molds, Road Cores, Density of Road Cores and all labor to perform the described task.
- F. Subsurface Utility Engineering (SUE) Services - Utility Locates (SUE Quality Level 'B' for Preliminary Engineering) (SUE Quality Level A for Final Engineering at Critical Crossings) - to be completed by The Rios Group, Inc. (TRG), the CONSULTANT's subcontractor for this work. TRG's scope includes the following:
1. Level 'B' Services
 - a. Horizontal location of utilities will be determined.
 - b. Up to 4 Days of application and interpretation of non-destructive surface geophysical methods.
 2. Level 'A' Services
 - a. Estimate two (2) test holes at 0-4 feet depth, two (2) at 4-8 feet depth, and one (1) at 8-12 feet depth will be provided.
 - b. Test holes in addition to those listed above will be provided at the rate per test hole to the depth specified as shown in Exhibit "B" Payment Schedule section of this proposal.
 - c. A combination of hand-digging and vacuum excavation will be used.
 - d. Include installation and maintenance of traffic control devices and warning signs.
 - e. Coordinate with and contact Texas 811 for utility locates at each excavation location.
 - f. Coordinate with the TOWN for input on timing of lane closures and traffic coordination.
 - g. Backfill holes with sand or crushed stone and cap the upper 2-feet with select

fill material. Restore natural grade at each excavation location.

h. Provide a utility file, in CAD format, depicting the type and horizontal location of the designated utilities. The size of each utility will be presented in the utility file if this information is indicated on available record drawings. Also, provide a summary sheet of the test hole coordinate data and depth information.

G. Reimbursable Expenses – Reimbursable Expenses include expenses directly related to the project. Examples of Reimbursable Expenses could include, but not be limited to unless listed in Section IV. Exclusions: filing fees, permit fees, review fees, postage, courier service, mileage to and from the project site and/or meetings, printing and reprographics for submittals and agreed upon plan sets.

VIII. Exclusions

A. Excluded Items - The scope of services (Scope) identified in Sections I. through V. above specifically excludes the following items, however, these items can be provided if necessary, with a revision to scope of work and fees as agreed between TOWN and CONSULTANT in writing:

1. Consulting services by others not included in the Scope.
2. Alternate additions not included in the Scope.
3. Improvements outside the Project limits.
4. Additional meetings not included in the Scope
5. Additional copies of Plans and Specifications beyond those specified in the Scope.
6. Corrosion protection analysis for pipe materials and cathodic protection design
7. Right-of-way or Easement instruments of conveyance
8. Title searches and abstracting services
9. Unmanned Aerial Vehicle (UAV) flights for design alignment review or construction progress documentation
10. Environmental assessments, surveys, remediation, or other services
11. Arborist services
12. Fees for permits, and bid advertising
13. On-site construction safety precautions, programs, and responsibility
14. Designs for Trench Safety
15. Construction staking
16. Construction management and inspection services
17. Contractor's means and methods
18. Providing shop, mill, field, or laboratory inspection of materials and equipment.
19. Performing investigations, studies and analyses of substitutions of equipment and/or materials or deviations from the Plans and Specifications.

- 20. Quality control, sampling, testing, or analysis beyond that specifically included in the Scope.
 - 21. Services necessary due to the default of the Contractor.
 - 22. Assisting the TOWN in claims disputes with Contractor(s).
 - 23. Fiduciary responsibility to the Client
 - 24. Performance of miscellaneous and supplemental services related to the project as requested by the TOWN.
- B. General - Items listed as TOWN responsibilities on Exhibit "C" which is attached hereto and incorporated herein by reference and made a part hereof as if repeated verbatim.

IX. Project Summary

Description	Quantity
Easement Width	30 Feet
Temporary Construction Easement	0 Feet
Waterline	
Length	1300 LF
Proposed Size (Existing is 6-inch)	8-Inch
Existing Fire Hydrants (To be replaced)	2
Proposed Fire Hydrants	1
Service Lines	35
Wastewater Line	
Length	1372 LF
Proposed Size (Existing is 6-inch and 8-inch)	8-Inch
Existing Manholes (To be replaced)	3
Proposed Manholes	1
Existing Cleanouts	1
Service Lines	16
Potential Roadway Asphalt Overlay	
Length	1062 LF
Existing Width	20 Feet
Depth of Asphalt (To be confirmed)	2 ½-Inch
Number of Driveways	27
Additional Asphalt Area Beyond Width of Primary Roadway (Cul-De-Sac)	160 SY

EXHIBIT "B"
COMPENSATION SCHEDULE / PROJECT BILLING / PROJECT BUDGET

Town of Addison
Fee Proposal Summary and Work Breakdown Detail

Dannenbaum Project No. 0053-24
Addison Lake Forest Drive Final Design

11-Jun-21

Task No.	Task Name	Principal In Charge	Principal QA/QC	Project Manager	CADD Designer	Engineer in Training	Total for Task
1	30 % Conceptual Design						
1.1	Preliminary Conference & Data Gathering	1		8			\$ 1,745
1.2	Coordination with Outside Agencies			1		2	\$ 380
1.3	Geotechnical Investigations			1		1	\$ 280
1.4	Field Survey			1	4	2	\$ 940
1.5	Schematic/Conceptual Plans			8	6	2	\$ 2,480
1.6	Project Mgmt & Permits	1		12	2	8	\$ 3,545
1.7	QA/QC		8	4	2	8	\$ 3,800
1.8	Meetings			24	4	4	\$ 5,280
1.0 Total		2	8	59	18	27	
		\$ 610	\$ 2,000	\$ 10,620	\$ 2,520	\$ 2,700	\$ 18,450
2	60% Preliminary Design						
2.2	Design Data			8	8	20	\$ 4,560
2.3	Utility Coordination/ SUE			6	8	16	\$ 3,800
2.4	Preliminary OPCC			6	6	20	\$ 3,920
2.5 Preliminary Plans (60%)							
2.5.1	sewer pipeline design			4	30	12	\$ 6,120
2.5.2	water pipeline design			4	30	12	\$ 6,120
2.5.3	Roadway Overlay design			2	20	12	\$ 4,360
2.6	Plan Submittal			2	16	4	\$ 3,000
2.0 Total		0	0	32	118	96	
		\$ -	\$ -	\$ 5,760	\$ 16,520	\$ 9,600	\$ 31,880
3	90% Pre-Final Design						
3.1 Final Design Plans and Specs (90%)							
3.1.1	sewer pipeline			3	17	8	\$ 3,720
3.1.2	water pipeline			3	16	8	\$ 3,580
3.2	Detailed OPCC			3	6	30	\$ 4,380
3.3	Roadway Overlay design			2	8	4	\$ 1,880
3.4	Cover sheet and final walk thru			1	4	4	\$ 1,140
3.5	Plan Submittal			1	16	4	\$ 2,820
3.0 Total		0	0	13	67	58	
		\$ -	\$ -	\$ 2,340	\$ 9,380	\$ 5,600	\$ 17,520.00
4	100% Final Design & Bid Phase Services						
4.1	Final Approval of Plans and Specs			4		8	\$ 1,520
4.2	Bidding Assistance			4	8	16	\$ 3,440
4.3	Prebid Conference	1		4	4	4	\$ 1,985
4.4	Recommendation of award			4		8	\$ 1,520
4.0 Total		1	0	16	12	36	
		\$ 305.00	\$ -	\$ 2,880	\$ 1,680	\$ 3,600	\$ 8,465.00
	TOTAL of HOURS	3	8	120	215	217	
	Hourly Rate	305	250	180	140	100	
	SUMMARY ENGINEERING DESIGN FEE	\$ 915	\$ 2,000	\$ 21,600	\$ 30,100	\$ 21,700	\$ 76,315.00

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EXHIBIT "B"
COMPENSATION SCHEDULE / PROJECT BILLING / PROJECT BUDGET

Town of Addison
Fee Proposal Summary and Work Breakdown Detail

Dannenbaum Project No. 0053-24
 Addison Lake Forest Drive Final Design

11-Jun-21

Task No.	Task Name	Principal In Charge	Principal QAQC	Project Manager	CADD Designer	Engineer in Training	Total for Task
	5 Special Services						
	5.1 Construction Support						
	5.1.1 Preconstruction Conference			4	8	4	\$ 2,240
	5.1.2 Review Submittals/RFI's/Pay Apps			8		32	\$ 4,640
	5.1.3 Site Visits (Every other week during construction)			20		40	\$ 7,600
	5.1.4 Materials Testing Data Review			8		12	\$ 2,640
	5.1.5 Final Walkthrough/Punchlist			6		12	\$ 2,280
	5.1.6 Record Drawings			2	32	9	\$ 5,740
	5.2 Public Involvement						
	5.2.1 Public Meeting			2	8	4	\$ 1,880
	5.2.2 Project Information Notices			2		8	\$ 1,160
	5.3 Reimbursable Expenses						\$ 3,950
5.0 Total		0	0	52	48	121	
		\$ -	\$ -	\$ 9,360	\$ 6,720	\$ 12,100	\$ 32,130
	6 SUBCONSULTANTS						
	6.1 Geotechnical (Alliance Group)						\$ 11,075
	6.2 Geotechnical Materials Testing (Alliance Group)						\$ 16,618
	6.3 SUE (The Rios Group)						\$ 20,750
	6.4 Survey and Esmt Prep. (Spooner & Assoc)						\$ 12,920
6.0 Total							\$ 61,363
	Grand Total						\$ 169,808

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EXHIBIT "C"
**TOWN OF ADDISON GUIDELINES FOR DIRECT EXPENSES; GENERAL AND
ADMINISTRATIVE MARKUP; TRAVEL AND SUBSISTENCE EXPENSES**

I. **CONSULTANT'S RESPONSIBILITY**. The Consultant shall be solely responsible for the auditing of all direct expense, approved markup (general and/or administrative), and approved travel and/or subsistence charges, including those to be included under a sub-contract, prior to the Town for reimbursement, and Consultant shall be responsible for the accuracy thereof. Any overpayment by the Town for errors in submittals for reimbursement may be deducted from the Consultant's subsequent payment(s) for services; however, this shall not be the Town's sole and exclusive remedy for said overpayment.

II. **GUIDELINES FOR DIRECT EXPENSES**.

A. **Local Transportation** – Transportation in connection with the Project, when such transportation is not a function of routine performance of the duties of the Consultant in connection with the Project, and when such transportation exceeds beyond fifty (50) miles from the Project site, shall be reimbursed at a standard mileage rate consistent with that as issued, and periodically revised, by the United States Internal Revenue Service (IRS). Under no circumstances shall Town reimburse Consultant at a higher standard mileage rate or pay additional markup on charges for local transportation. Completion of Town's Standard Mileage Log is required for submittal of these charges for reimbursement, including justification for each submitted expense.

Under no circumstances are charges associated with rental cars for local transportation eligible for reimbursement by Town. Toll road subscriptions or toll plaza receipts are not reimbursable. Consultant agrees to place these standards in all subcontracts for work on the Project.

B. **Supplies, Material, Equipment** – Town shall reimburse the actual cost of other similar direct Project-related expenses, which are duly presented in advance and approved by Town's Project Manager in writing.

C. **Commercial Reproduction** – Town shall reimburse the actual cost of reproductions, specifically limited to progress prints prepared for presentation to Town at each phase of progress, and final Construction Documents prepared for distribution at bidding phase, provided that the Consultant has duly obtained at least three (3) quotations from commercial firms and has chosen the best value for the Town. Consultant shall provide such documentation to Town for review prior to submitting these expenses for reimbursement. Consultant agrees to place these standards in all subcontracts for work on the Project.

D. **In-House Reproduction** - Consultant shall make arrangements with the Town for prior approval of in-house reproduction rates prior to submitting these expenses for reimbursement. Town shall provide Consultant with a standard format for documenting these charges. Completion of the Town's reproduction log is

required as a prerequisite for payment, including the number or reproductions, the date, time, description, the approved standard rate, and a justification for each submitted expense for reimbursement. Consultant agrees to place these standards in all subcontracts for work on the Project.

- E. **Commercial Plotting** – Town shall reimburse the actual cost of plots, specifically limited to final documents, provided the Consultant has duly obtained at least three (3) quotations from commercial firms and has chosen the best value for the Town. Consultant shall provide such documentation to Town for review prior to submitting these expenses for reimbursement. Consultant agrees to place these standards in all subcontracts for work on the Project.
- F. **In-House Plotting** – Consultant shall make arrangements with Town for prior written approval of in-house plotting rates prior to submitting these charges for reimbursement. Town shall provide Consultant with a standard format for documenting these charges. Completion of the Town’s reproduction log is required as a prerequisite for payment, including the number of plots, the date, time, description, the approved standard rate, and a justification for each submitted charge for reimbursement.
- G. **Communications** – Reimbursement for expenses relating to electronic communications shall be limited to long-distance telephone or fax toll charges specifically required in the discharge of professional responsibilities related to the Project. Telephone service charges including office or cellular phones, WATTS, or Metro line services or similar charges are not reimbursable.
- H. **Postage, Mail, and Delivery Service** – Town shall reimburse the actual cost of postage and delivery of Instruments of Service, provided the Consultant duly considers all circumstances (including available time for assured delivery) of the required delivery and selects the best value for the Town, which may require comparison of delivery costs offered by three (3) or more sources or methods of delivery, which at a minimum shall include U.S. Mail. Courier service is acceptable only in circumstances requiring deadline-sensitive deliveries and not for the convenience of the Consultant and/or the Consultant’s employees. Consultant agrees to place these standards in all subcontracts for work on the Project.
- I. **Meals and Other Related Charges** – Meals or any other related expenses are not reimbursable unless incurred outside a fifty (50) mile radius of the Project, and then only reimbursable for the actual cost subject to compliance with the Town’s currently adopted policy. Non-allowable costs include, but are not limited to, charges for entertainment, alcoholic beverages, and gratuities.

III. GUIDELINES FOR GENERAL AND ADMINISTRATIVE MARKUP.

1. **Requirement of Prior Approval** – Consultant may be allowed to charge a General and/or Administrative Markup on work completed if Consultant can clearly define to Town specifically what costs are included in the markup calculation. To apply General and/or Administrative Markup, Consultant must also document to Town what costs would be considered direct costs. Town shall issue approval in writing to allow Consultant to charge General and/or Administrative Markup. Town reserves the right to reject any and all requests for General and/or Administrative Markup.

IV. GUIDELINES FOR TRAVEL AND SUBSISTENCE EXPENSES.

1. **Adherence to Currently Adopted Town Travel Policy** – Unless otherwise stated within this Agreement, reimbursements shall be governed by the same travel policies provided for Town employees according to current adopted policy. All lodging and meals are reimbursed in accordance with IRS rules and rates as shown on the U.S. General Services Administration website for the Town: <http://www.gsa.gov/portal/category/21287>.
2. Prior to the event, Consultant shall request, and the Town shall provide the provisions and the restrictions that apply to out-of-town reimbursements.

EXHIBIT "D"
CONTRACTOR INSURANCE REQUIREMENTS

REQUIREMENTS

Contractors performing work on TOWN OF ADDISON property or public right-of-way shall provide the TOWN OF ADDISON a certificate of insurance or a copy of their insurance policy(s) (and including a copy of the endorsements necessary to meet the requirements and instructions contained herein) evidencing the coverages and coverage provisions identified herein within ten (10) days of request from TOWN OF ADDISON. Contractors shall provide TOWN OF ADDISON evidence that all subcontractors performing work on the project have the same types and amounts of coverages as required herein or that the subcontractors are included under the contractor's policy. Work shall not commence until insurance has been approved by TOWN OF ADDISON.

All insurance companies and coverages must be authorized by the Texas Department of Insurance to transact business in the State of Texas and must have a A.M. Best's rating A-:VII or greater.

Listed below are the types and minimum amounts of insurances required and which must be maintained during the term of the contract. TOWN OF ADDISON reserves the right to amend or require additional types and amounts of coverages or provisions depending on the nature of the work.

TYPE OF INSURANCE	AMOUNT OF INSURANCE	PROVISIONS
1. Workers' Compensation Employers' Liability to include: (a) each accident (b) Disease Policy Limits (c) Disease each employee	Statutory Limits per occurrence Each accident \$1,000,000 Disease Policy Limits \$1,000,000 Disease each employee \$1,000,000	TOWN OF ADDISON to be provided a <u>WAIVER OF SUBROGATION AND 30 DAY NOTICE OF CANCELLATION</u> or material change in coverage. Insurance company must be A-:VII rated or above.
2. Commercial General (Public) Liability to include coverage for: a) Bodily Injury b) Property damage c) Independent Contractors d) Personal Injury e) Contractual Liability	Bodily Injury/Property Damage per occurrence \$1,000,000, General Aggregate \$2,000,000 Products/Completed Aggregate \$2,000,000, Personal Advertising Injury per occurrence \$1,000,000, Medical Expense 5,000	TOWN OF ADDISON to be listed as <u>ADDITIONAL INSURED and provided 30 DAY NOTICE OF CANCELLATION</u> or material change in coverage. Insurance company must be A-:VII rated or above.
3. Business Auto Liability to include coverage for: a) Owned/Leased vehicles b) Non-owned vehicles c) Hired vehicles	Combined Single Limit \$1,000,000	TOWN OF ADDISON to be listed as <u>ADDITIONAL INSURED and provided 30 DAY NOTICE OF CANCELLATION</u> or material change in coverage. Insurance company must be A-:VII-rated or above.

Certificate of Liability Insurance forms (together with the endorsements necessary to meet the requirements and instructions contained herein) may be **faxed** to the Purchasing Department:

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EXHIBIT "D"
CONTRACTORS INSURANCE REQUIREMENTS

972-450-7074 or emailed to: purchasing@addisontx.gov. Questions regarding required insurance should be directed to the Purchasing Manager.

With respect to the foregoing insurance,

1. All liability policies shall contain no cross liability exclusions or insured versus insured restrictions applicable to the claims of the Town of Addison.
2. All insurance policies shall be endorsed to require the insurer to immediately, or no later than thirty (30) days, notify the Town of Addison, Texas of any material change in the insurance coverage.
3. All insurance policies shall be endorsed to the effect that the Town of Addison, Texas will receive at least thirty (30) days' notice prior to cancellation or non-renewal of the insurance.
4. All insurance policies, which name the Town of Addison, Texas as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.
5. Insurance must be purchased from insurers that are financially acceptable to the Town of Addison and licensed to do business in the State of Texas.

All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Upon request, Contractor shall furnish the Town of Addison with complete copies of all insurance policies certified to be true and correct by the insurance carrier.

This form must be signed and returned with your quotation. You are stating that you do have the required insurance and if selected to perform work for TOWN OF ADDISON, will provide the certificates of insurance (and endorsements) with the above requirements to TOWN OF ADDISON within 10 working days.

A CONTRACT/PURCHASE ORDER WILL NOT BE ISSUED WITHOUT EVIDENCE AND APPROVAL OF INSURANCE.

AGREEMENT

I agree to provide the above described insurance coverages within 10 working days if selected to perform work for TOWN OF ADDISON. I also agree to require any subcontractor(s) to maintain insurance commensurate with their scope of work. It is the responsibility of the Contractor to assure compliance with this provision. The Town accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.

Project/Bid# _____

Company: _____

Printed Name: _____

Signature: _____ **Date:** _____

EXHIBIT "E"
AFFIDAVIT

THE STATE OF TEXAS §
 §
THE COUNTY OF DALLAS §

I, William Gladbach, a member of Dannenbaum Engineering Company-Dallas, LLC, make this affidavit and hereby on oath state the following:

I, and/or a person or persons related to me, have the following interest in a business entity that would be affected by the work or decision on the Project (Check all that apply):

- Ownership of 10% or more of the voting shares of the business entity.
- Ownership of Twenty Five Thousand and 00/100 Dollars (\$25,000.00) or more of the fair market value of the business entity.
- Funds received from the business entity exceed ten percent (10%) of my income for the previous year.
- Real property is involved, and I have an equitable or legal ownership with a fair market value of at least Twenty Five Thousand and 00/100 Dollars (\$25,000.00).
- A relative of mine has substantial interest in the business entity or property that would be affected by my business decision of the public body of which I am a member.
- Other: _____
- None of the Above.

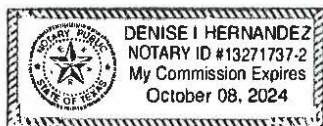
Upon filing this affidavit with the Town of Addison, Texas, I further affirm that no relative of mine, in the first degree by consanguinity or affinity, as defined in Chapter 573 of the Texas Government Code, is a member of a public body which took action on the agreement.

Signed this 11th day of August, 2021.

William Gladbach
Signature of Official / Title

BEFORE ME, the undersigned authority, this day personally appeared William Gladbach and on oath stated that the facts hereinabove stated are true to the best of his / her knowledge or belief.

Sworn to and subscribed before me on this 11th day of August, 2021.



Denise I. Hernandez
Notary Public in and for the State of Texas
My commission expires: October 08, 2024

EXHIBIT "F"
CONFLICT OF INTEREST QUESTIONNAIRE


FORM CIQ CONFLICT OF INTEREST QUESTIONNAIRE For vendor or other person doing business with local governmental entity	
<p>This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person 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 person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.</p>	OFFICE USE ONLY
<p>1. Name of person who has a business relationship with local governmental entity. _____ William Gladbach, P.E-Dannenbaum Engineering Company-Dallas, LLC</p>	
<p>2. Check this box if you are filing an update to a previously filed questionnaire. <input type="checkbox"/></p> <p>(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 the originally filed questionnaire becomes incomplete or inaccurate.)</p>	
<p>3. Name of local government officer with whom filer has employment or business relationship.</p> <p align="center">_____</p> <p align="center">Name of Local Government Officer</p> <p>This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer 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.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire? Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>B. Is the filer of the questionnaire 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 <input type="checkbox"/> No <input type="checkbox"/></p> <p>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 of 10 percent or more? Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>D. Describe each employment or business relationship with the local government officer named in this section.</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p>	
<p>4. Signature of person doing business with the governmental entity Date:</p> <p align="center">  _____ Signature </p> <p align="right"> _____ 08/11/21 Date </p>	

EXHIBIT "F"
CONFLICT OF INTEREST QUESTIONNAIRE

Local Government Officers Town of Addison, Texas

For purposes of completion of the required Conflict of Interest Questionnaire for the Town of Addison Texas (required by all Vendors who submit bids/proposals), Local Government Officers are:

Mayor: Joe Chow

Council
Members: Tom Braun, Council Member
Lori Ward, Council Member
Guillermo Quintanilla, Council Member
Marlin Willesen, Council Member
Kathryn Wheeler, Council Member
Paul Walden, Council Member

City Manager: Wesley S. Pierson