

**ADDENDUM No. 6**  
**TO AGREEMENT FOR PROFESSIONAL SERVICES**  
**(City of Sanger, DEC Project # 514301)**

This Addendum to the AGREEMENT FOR ENGINEERING SERVICES (the “Agreement”) is for additional Professional Engineering Services for Construction Administration (the “Addendum”) is by and between the **City of Sanger** (the “Owner”) and **Dannenbaum Engineering Company, Dallas LLC** (“Engineer”), to be effective the \_\_\_\_\_<sup>th</sup> day of \_\_\_\_\_ 2022.

WHEREAS, the Owner and Engineer originally entered into an Agreement for Professional Engineering Services, dated December 9, 2022 (the “Agreement”) to perform certain professional design services required; and

WHEREAS, the Owner and Engineer now desire to amend the original Agreement to support Construction Administrative Service during the construction of the Utility Relocation in Advance of the TxDOT FM 455 Improvement project and design of medallions on proposed retaining walls as reflected herein.

NOW, THEREFORE, the Owner and Engineer, in consideration of the mutual covenants and agreements herein contained, do mutually agree as follows:

1. Scope of Work – See Exhibit “F”
  - a. Scope of Services for Construction Administration and Basis of Payment shall be made a part of the Agreement for all purposes. This cost includes Sub consultant survey costs, printing costs and travel reimbursement of expense, not to exceed \$231,365.76

Attest:


Approved By: City of Sanger

\_\_\_\_\_  
Kelly Edwards, City Secretary

\_\_\_\_\_  
John Noblitt  
City Manager

Approved as to Form  
And Legality

\_\_\_\_\_  
City Attorney

  
\_\_\_\_\_  
Will Gladbach, PE  
DEC Area Manager

**Basis of Payment – Lump Sum Basis based upon attached work breakdown schedule**

The lump sum shall be equal to the maximum amount payable and based on an approved work breakdown schedule and Level of Effort proposal. The lump sum includes all direct and indirect costs and fixed fee. The ENGINEER shall be paid pro rata based on the percentage of work completed and per the provided draw schedule (if applicable). For payment, the ENGINEER is not required to provide evidence of actual hours worked, travel, overhead rates or other evidence of cost.

**Special Services Rate Basis**

Special Services or additional services will be billed at the specified rates for each billing classification are shown in the Dannenbaum Engineering Company latest Hourly Rate Schedule. Payment shall be based on actual hours worked multiplied by the specified personnel rate which includes direct labor and indirect cost and fixed fee.

**Attachments:**

Exhibit “F” Scope of Work - Construction Administration Services for the Utility Relocation in Advance of the TxDOT FM 455 Improvement

Exhibit “G” Supplemental Hourly Fee & Expenses Schedule

**EXHIBIT “F”**  
**SCOPE OF WORK**  
**Construction Administrative (CA) Services**

**Project Description:** The project consists of approximately 19,266 LF of 12”, 8”, 6”, 4” and 2” PVC DR 18 water pipelines replacement and or relocation at numerous locations by Open Cut and Other than Open Cut construction, and 12”, and 27” sanitary sewer lines replacement by Open Cut, Other Than Open Cut and Pipe Bursting along FM 455, from FM Metz Road to Marion Road, where utility conflicts with the proposed TxDOT improvements; provide construction plans for 4 retaining wall medallions.

A. **TASK 1 – PROJECT MANAGEMENT**

Manage professional services to support the PROJECT. These services will include developing and reviewing, at a minimum, progress reports, schedules, and invoices to support the PROJECT. ENGINEER shall provide professional services in this Task as follows:

- (1) ENGINEER’S Project Manager shall be the OWNER’S primary client contact with the ENGINEER; and
- (2) Manage sub-consultants to confirm all PROJECT activities are compatible, integrated, and meet the PROJECT requirements;
- (3) Prepare monthly a Project Summary Report and submit with ENGINEER’S monthly invoice.
  - (a) Summary of actions and decisions needed from the OWNER; and
  - (b) Potential changes in scope, costs, or schedule.

B. **TASK 2 – CONSTRUCTION ADMINISTRATION SERVICES**

Provide the following services for the PROJECT:

- (1) In performing services, ENGINEER shall endeavor to protect the OWNER against defects and deficiencies in the work of Contractors. ENGINEER shall report any deficiencies to the OWNER. However, it is understood that ENGINEER does not guarantee the Contractor’s performance, nor is ENGINEER responsible for supervision of the Contractor’s operation and employees; ENGINEER shall not be responsible for the means, methods, techniques, sequences, or procedures of construction selected by the Contractor, or the safety precautions and programs incident to the work of the Contractor, except where specified. ENGINEER shall not be responsible for the acts or omissions of any person (except his own employees or agent)

at the PROJECT site or otherwise performing any of the work of the PROJECT;

- (2) Monitor quality assurance and notify OWNER of non-conforming work observed. Promptly recommend action to correct defective work, and recommend to the OWNER special materials tests and performance tests needed to obtain a quality PROJECT;
- (4) Consult with and advise the OWNER during construction, and make recommendations regarding materials and workmanship;
- (5) Interpret the intent of the plans and specifications for the OWNER. This includes Request for Information (RFI), Field Order (FO) or Proposed Contract Modification (PCM).
- (6) Review and comment on Contractor's payment applications and schedule updates from the Contractor throughout the term of this agreement. The ENGINEER shall have the capability to review and analyze construction contract schedules pursuant to the General and Supplementary Conditions of the Construction Contract; The review must include the ENGINEER'S:
  - (a) Review the percent of the cost of work in place approximates the scheduled percentage of the work in place;
  - (b) Review the Contractor is following the logic shown in the schedule;
  - (c) Review and comment regarding any schedule narrative accompanying the schedule; and
- (7) Assist the OWNER with PROJECT completion activities. Determine if the completed construction conforms with the design. Prepare a list of deficiencies to be corrected by the Contractor before final payment is released;
- (8) Assist the AUTHORITY to obtain legal releases, BUT AMERICAN requirements have been met, permits, warranties, spare parts, detailed equipment asset list, geographic information system (GIS) data, and keys, as applicable, from the Contractor;
- (9) Examine the Contractor's construction as-built drawings and geographic information system (GIS) database once a month throughout the term of this agreement to determine that the information is recorded accurately and timely as required in the Contract Documents. Maintain an up-to-date set of as-built drawings which will incorporate all FOs and change orders (COs) into the as-built

drawing set;

- (10) If the construction period extends beyond the date of final completion provided for in the contract documents, then additional work required of the ENGINEER may be considered as a SPECIAL SERVICE.

C. TASK 3 – PRE-CONSTRUCTION MEETINGS, SITE VISITS, AND PROGRESS

- (1) Assist the OWNER in conducting a pre-construction meeting with the Contractor. The ENGINEER shall prepare meeting minutes in the format prescribed by the OWNER;
- (2) Throughout the term of this agreement, the ENGINEER shall visit the site monthly to attend monthly progress meetings, observe the progress and the quality of work, and determine if the work is proceeding in accordance with the Contract Documents.
- (3) The OWNER may also request the ENGINEER visit the site to provide additional PROJECT support. The ENGINEER must be prepared to visit the site within a single business day and should anticipate up to 8 hours for additional PROJECT support site visits.
- (4) The OWNER may request the ENGINEER to provide witness testing as a SPECIAL SERVICE;
- (5) ENGINEER shall conduct, in the company of the OWNER two (2) substantial completion observations at different times to review conformance with the design concept of the Project and general compliance with the contract documents. The ENGINEER, with input from the OWNER, shall prepare a list of deficiencies for the Contractor to address.
- (6) ENGINEER shall conduct, with the OWNER a final inspection with the list to verify that the list of deficiencies has been remedied by the Contractor. ENGINEER shall review and comment on the certificate of the final completion and the recommendation for final payment to the Contractor.
- (7) Other site visits not described above may be considered as a SPECIAL SERVICE;

E. TASK 4 – REVIEW OF CONTRACTOR'S SUBMITTALS

- (1) ENGINEER shall produce monthly reports indicating the status of all submittals in the review process.
- (2) ENGINEER shall review Contractor submittals for conformance with the construction Contract Documents for the PROJECT. (Assume up to 30 submittals)
- (3) Review quality related documents provided by the Contractor such as shop drawings, operation and maintenance manuals, samples, catalog data, laboratory, shop and mill tests of material and test equipment, equipment installation reports, and other data and documentation as required by the construction Contract Documents.
- (4) Documents received and filed as record data are not considered shop drawing submittals.
- (5) Additional authorized shop drawing submittals may be considered as a SPECIAL SERVICE; and

F. TASK 5 – REVIEW OF CONTRACTOR'S REQUESTS FOR INFORMATION

- (1) Maintain a document control system to track the Contractor's Requests for Information (RFI). Review the Contractor's RFIs and prepare a response in accordance with the construction Contract Documents. Provide interpretation and communicate intent if information is not addressed in the construction Contract Documents. It is anticipated that the ENGINEER will review and respond to up to a total of 20 RFIs. Review of RFIs in excess of the specified number may be considered as a SPECIAL SERVICE; and
- (2) Investigations, analyses, and studies (assume 3) requested by the Contractor and approved by the AUTHORITY, for substitutions of equipment and/or materials or deviations from the plans and specifications may be considered as a SPECIAL SERVICE.

G. TASK 6 – PREPARATION OF FIELD/CHANGE ORDERS

- (1) Establish procedures for administering changes to the construction Contract Documents;

- (2) Assist OWNER in processing contract modifications and in the negotiations with the Contractor to determine the cost and time impacts of these changes;
- (3) Review up to 4 Contract Modification Requests/Proposed Contract Modifications (CMRs/PCMs);
- (4) Prepare up to 4 Change Orders (COs) and up to 15 Field Orders (FOs) for execution by the OWNER ; and
- (5) Additional authorized CMR/PCM review or CO/FO preparation in excess of the specified number may be considered as a SPECIAL SERVICE.

I. TASK 7 – ACCEPTANCE and POST-CONSTRUCTION PHASE

- (1) Review procedures and data for disinfection of water lines as per TCEQ requirements including flushing of lines and bacteriological laboratory results. And review procedures and data for mandrel testing of the PVC sanitary sewer lines and water tightness testing for the sewer manholes.
- (2) Provide a substantial completion inspection and review of work performed and report findings to OWNER.
- (3) Provide final walk thru and final completion inspection and review. Prepare a Report Findings to OWNER.
- (4) Coordinate and review of any Operation & Maintenance (O&M) manuals received from the Contractor. Verify the supply and completeness of all applicable O&M items in accordance with requirements specified in the Contract Documents. Review detailed O&M Equipment list; and
- (5) Assist the OWNER with a one year or two year WARRANTY inspection of the PROJECT and list critical deficiencies for the OWNER to seek remedy from the CONTRACTOR will be considered as Special Services.

J. TASK 8 – PREPARATION OF RECORD DRAWINGS

- (1) This Task is to finalize the as-built drawings that were maintained during the PROJECT. Revise the construction drawings in accordance with the information furnished by Contractor, reflecting changes made during construction of the PROJECT including the following items:
  - (a) Pipe's interior diameter, material, manufacturer, and stiffness;

- (b) Location and dimensions of above-ground and below-ground structures;
  - (c) Manhole/structure's type, manufacturer, material, riser interior diameter, and interior coating installed; And Valves/ Fire Hydrant Assemblies manufacturer, material size, and coatings installed
  - (d) Pipe embedment and structural backfill details;
  - (e) Water pipeline disinfection and bacteriological testing performed; and
  - (f) Post-construction survey data (x, y, z) of valve boxes locations and manhole flow lines verifications will be considered as Special Services as provided in
- (2) Organize and participate in a record drawings review workshop with OWNER prior to finalizing record drawings; Discuss the lessons learned and document those in a report to OWNER.
  - (3) Provide OWNER with one full-size (22- x 34-inch) bound set of record drawings for review; and approval by OWNER.
  - (4) Provide OWNER with one full-size bound set of record drawings, four half- size bound sets of record drawings, and two electronic copies (on CD in PDF and in .dwg format). ENGINEER will assist the OWNER in collecting all documentation for the meeting the Buy American requirements .

K. TASK 9 – PREPARATION OF RETAINING WALL MEDALLION (SEALS)

- (1) Provide construction plans and details for four (4) medallions; one on each proposed retaining wall at intersection of IH35 and FM 455.

**Special Services** – Services that may be provided by the ENGINEER within this scope of work of this contract, but they are not specifically identified in the total fee proposal. However, it is understood that these type of expenses can occur during the project duration and will be addressed on a case by case basis by the OWNER with the ENGINEER assistance. The fee for these additional Special Services will be based on time and materials basis with a not to exceed cost of \$10,000. These Special Services scope of work and fee must be approved by the OWNER in writing before authorization to proceed is given.

Services include the following:

- Provide services past contract duration beyond 5 months. (Task II-10)
- Provide factory witness testing (Task 3-4)
- Other site visits (Task 3-7)



- Excess of 30 submittals review (Task 4-5)
- Excess of 20 RFI (Task 5-1)
- Excess of 3 substitute studies (Task 5-2)
- Excess of 4 COs or 15 FOs (Task 6-5)
- Provide 1 year or 2 year warranty inspection with Owner (Task 7-5)
- Provide construction plans and details for 4 retaining wall medallions (Task 9).

EXHIBIT G - HOURLY FEE & EXPENSES SCHEDULE												
PROJECT NAME: FM 455 & IH35												
CITY OF SANGER, TX												
LIMITS: INTERSECTION OF FM 455 & IH35												
PRIME PROVIDER: DANNENBAUM ENGINEERING CORPORATION - DALLAS, LLC												
ADDENDUM 6 - DESIGN SERVICES FEE SUMMARY												
Attachment A: Hourly fee & expense schedule summary							Total PS&E Services = \$231,365.76					
		PRIME		SUB - HUB		SUB - HUB		SUB - HUB				
Function Codes		Dannenbaum Engineering Corporation		VRX (Under Prime Contract)								TOTALS
		Hrs	Fee	Hrs	Fee	Hrs	Fee	Hrs	Fee	Hrs	Fee	
MEDA	MANAGEMENT (MEDALLIONS)	27	\$ 3,674.00									\$ 3,674.00
MEDA	DESIGN OF MEDALLIONS	214	\$ 24,936.96									\$ 24,936.96
MEDA	ARCHITECT		\$ 15,000.00									\$ 15,000.00
												\$ -
UTIL	UTILITY COORDINATION	242	\$ 46,848.10									\$ 46,848.10
UTIL	CONSTRUCTION INSPECTION SERVICES				\$ 138,284.80							\$ 138,284.80
												\$ -
												\$ -
												\$ -
												\$ -
												\$ -
UTIL	DIRECT EXPENSES - UTILITY COORDINATION	0	\$ 2,621.90									\$ 2,621.90
												\$ -
Total		483	\$ 93,080.96	0	\$ 138,284.80	0	\$ -	0	\$ -	0	\$ -	\$ 231,365.76
Percent Participation		40.23%		59.77%		0.00%		0.00%		0.00%		100.00%
% PARTICIPATION =												
		NON-HUB	\$ 93,080.96	40.23%					Medallion Design	\$ 43,610.96		
		HUB	\$ 138,284.80	59.77%					Utility Coordination	\$ 187,754.80		
		TOTAL	\$ 231,365.76	100.00%								