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November 30, 2021

Chris Amarante  
Director of Facilities and Construction  
City of North Richland Hills

Re: North Richland Hills Multiple Facilities Generator Study

Dear Mr. Amarante:

Pursuant to your request for a proposal on September 13, 2021, and our follow-up discussion on November 15, 2021, Freese and Nichols, Inc. (FNI) is pleased to have this opportunity to provide The City of North Richland Hills (Client) with a proposal for professional engineering services for the referenced project. Teresa Castillon will serve as the Project Manager and main point of contact for this project.

#### **SCOPE OF WORK**

Freese and Nichols shall provide a generator feasibility study for 13 facilities as identified by the Client. The purpose of the study is to provide a report evaluating the feasibility of electrical equipment upgrades as identified by the Client for each facility. Each facility will have different requirements as described in the list below.

1. Animal Adoption and Rescue Center- Having the entire building on a generator.
2. Park Operations- Potential for repurposing 80kW city owned generator to be verified by Cummins Southern Plains
3. Permanent Records/Public Works Training Center- Entire building on generator to be coupled with Public Works Operations/Fleet Maintenance (one generator to serve both buildings)
4. Facilities & Construction/Fleet Admin/Fire Maintenance- Entire building on generator
5. Public Library- Generator and possible new ATS
6. NRH Centre/Grand Hall- Generator and possible new ATS
7. Public Works Operations/Fleet Maintenance- Entire building on generator to be coupled with Permanent Records/Public Works Training Center (one generator to serve both buildings)
8. NRH20 Pump House/Warehouse- FNI to work with Client to determine loads to be placed on the generator
9. Fire Station #1- Modify from Natural gas generator system to new diesel generator and a digital transfer switch
10. Fire Station #2- Include client identified loads to existing generator system
11. Fire Station #3 - Include client identified loads to existing generator system
12. Fire Station #4- Modify from Natural gas generator system to new diesel generator and a digital transfer switch
13. Fire Station #5- Existing generator and transfer switch to remain. Possibly add HVAC unit, Unit Heaters, and several 120V circuits to existing generator.

Scope of Services:

FNI will render engineering services as follows for each of the 13 sites:

A. Electrical

- a. Site visit to evaluate existing conditions and gather required data for feasibility study. Client shall provide drawings/as-builts, identify loads on buildings with partial generating capacity, provide utility bills with peak demand for the previous 12 months for each facility and point of contact for Cummins Southern Plains.
- b. Evaluate existing data provided by the Client and gathered from site visits.
- c. Calculate estimated size of generators and automatic transfer switch (ATS) as required for each facility.
- d. Evaluate potential locations for electrical equipment at each facility.
- e. Provide rough order magnitude costs for electrical equipment upgrades.
- f. Include estimated cost of engineering design fees as a line item in each OPCC.
- g. Compile report to show existing data and conditions, evaluations, calculations, and recommendations.
- h. Virtual review meeting with client (1 meeting, 2 hours each)
- i. Incorporate client comments after the draft report review meeting.
- j. Issue Final report and OPCC in pdf format.

B. Structural

- a. Evaluate existing as-builts and provide recommendations for structural modifications at each site.
- b. Provide rough order magnitude costs for concrete pads for new electrical equipment.
- c. Compile report to show existing data and conditions, evaluations, calculations, and recommendations.
- d. Structural staff to attend 1 virtual review meeting

C. Civil

- a. Evaluate existing as-builts for underground utilities and provide recommendations for location of new generator and provide quantity for new fences around new electrical equipment to cost estimator.
- b. Compile generator location description for incorporation into overall site report.

Milestones and Deliverables

1. Draft Report – PDF – preliminary report of findings.
2. Final Report - PDF – Report of findings, estimated generator sizes, OPCC for each site. Site plans indicating preferred generator locations based on google earth type maps.

ASSUMPTIONS

The following assumptions have been made for the development of this proposal.

1. Client will provide all as-builts and available load data.
2. Client will provide information related to desired loads that should be supported by the generators.
3. All documents issued will be in electronic format (PDF).
4. Design drawings and specifications are not included in the Feasibility Study.

**PROJECT SCHEDULE**

FNI is authorized to commence work upon execution of the agreement and agrees to complete design phase services per the attachment.

If the Client should take longer for the review and return of comments than the period set above, FNI's time of performance shall be extended by the same number of calendar days, without additional cost to the Client.

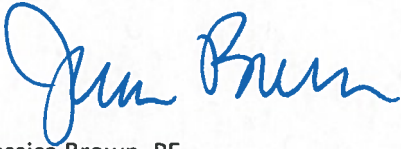
**COMPENSATION**

FNI proposes to provide the professional Engineering services described above for a cost not to exceed Ninety Nine Thousand Five Hundred Ninety Dollars and Zero Cents (\$99,590).

We appreciate this opportunity to submit this proposal. If additional information or clarification is desired, please do not hesitate to contact me. We look forward to working with you on this very important project.

Yours very truly,

Freese and Nichols, Inc.

A handwritten signature in blue ink, appearing to read 'Jessica Brown'.

Jessica Brown, PE  
**FREESE AND NICHOLS, INC.**

Attachments:

1. Agreement for Engineering Services
2. Schedule

**AGREEMENT FOR ENGINEERING SERVICES  
BETWEEN THE  
CITY OF NORTH RICHLAND HILLS  
AND  
FREESE AND NICHOLS, INC.**

**I.**

This Agreement is executed by and between the City of North Richland Hills, a municipal corporation located in Tarrant County, Texas, acting by and through Mark Hindman, its duly authorized City Manager (hereinafter called "CITY"), and **FREESE AND NICHOLS, INC.**, a Texas corporation, acting by and through **REPRESENTATIVE**; its duly authorized Principal (hereinafter called "ENGINEER").

**WITNESSETH**, that CITY desires professional engineering services in connection with the **MULTIPLE FACILITIES GENERATOR STUDY PROJECT**

**NOW, THEREFORE**, CITY and ENGINEER, in consideration of the mutual covenants and agreements herein contained, do mutually agree as follows:

**II. PROJECT**

In this Agreement, the "PROJECT" means the engineering design of the **MULTIPLE FACILITIES GENERATOR STUDY PROJECT** in accordance with the Public Works Design Manual, applicable CITY codes, regulations and standards.

**III. BASIC AGREEMENT**

ENGINEER is an independent contractor and undertakes and agrees to perform professional engineering services in connection with the PROJECT, as stated in the sections to follow. It is understood and agreed that ENGINEER is not and will not by virtue of this contract be deemed to be an agent or employee of CITY and that CITY will not be entitled to direct the performance by ENGINEER's employees or subcontractors of the tasks contemplated by this contract. All engineering services shall be performed with diligence and in accordance with professional standards customarily obtained for such services in the State of Texas. For rendering such services CITY agrees to pay ENGINEER as set forth in Section VIII: "Compensation" and Exhibit F: "Compensation".

#### **IV. SCOPE OF ENGINEER'S SERVICES**

ENGINEER shall render the professional services necessary for development of the PROJECT, in accordance with the schedule in Exhibit A: "Project Schedule" and as detailed in Exhibit B: "Basic Engineering Services", said exhibits being attached hereto and incorporated herein for all purposes. ENGINEER shall be responsible, to the level of competency presently maintained by other practicing professional engineers in the same type of work in the Dallas/Fort Worth Metroplex area, for professional and technical soundness, accuracy, and adequacy of all designs, drawings, specifications, and other work and materials furnished under this Agreement.

#### **V. SPECIAL ENGINEERING SERVICES**

The CITY will pay the ENGINEER for Special Engineering Services as indicated in Exhibit C: "Special Engineering Services", attached hereto and made a part of this Agreement.

#### **VI. ADDITIONAL ENGINEERING SERVICES**

Additional Engineering Services are defined in Exhibit D: "Additional Engineering Services", attached hereto and made a part of this Agreement. No Additional Engineering Services are authorized unless authorization for specified additional services are provided to ENGINEER by CITY in writing and approved by CITY.

#### **VII. SCOPE OF CITY SERVICES**

The City will furnish items and perform those services as identified in Exhibit E: "Services to be provided by the City", attached hereto and made a part of this Agreement.

#### **VIII. COMPENSATION**

- A. In consideration of the services described herein, CITY shall pay and ENGINEER shall receive compensation in accordance with Exhibit F: "Compensation".
- B. Total payments including without limitation reimbursable expenses, to ENGINEER by CITY for the services stated in Section IV and Section V above shall not exceed **PROJECT COST (\$99,590)**.
- C. CITY may authorize additional services to be provided by ENGINEER as mutually agreed upon by the parties. Any authorization for additional services shall be given to ENGINEER by CITY in writing and approved by CITY.

D. CITY and ENGINEER understand that the variables in ENGINEER's cost of performance may fluctuate. The parties agree that any fluctuation in ENGINEER's costs will in no way alter ENGINEER's obligations under this Agreement nor excuse performance or delay on ENGINEER's part.

### **IX. OWNERSHIP OF DOCUMENTS**

All completed or partially completed evaluations, reports, surveys, designs, drawings and specifications prepared or developed by ENGINEER under this Agreement, including any original drawings, computer disks, mylars or blue lines, shall become the property of CITY when the Agreement is concluded or terminated, and may be used by CITY in any manner it desires; provided, however, that ENGINEER shall not be liable for the use of such drawings for any project other than the PROJECT described in this Agreement.

### **X. INDEMNITY**

**ENGINEER AND ITS SUBCONSULTANTS SHALL INDEMNIFY AND HOLD CITY AND ALL OF ITS OFFICERS, AGENTS, SERVANTS, AND EMPLOYEES HARMLESS FROM ANY LOSS, DAMAGE, LIABILITY OR EXPENSES, ON ACCOUNT OF DAMAGE TO PROPERTY AND INJURIES, INCLUDING DEATH, TO ANY AND ALL PERSONS, INCLUDING BUT NOT LIMITED TO OFFICERS, AGENTS OR EMPLOYEES OF ENGINEER OR ITS SUBCONSULTANTS, AND ALL OTHER PERSONS PERFORMING ANY PART OF THE WORK AND IMPROVEMENTS, WHICH MAY ARISE OUT OF ANY NEGLIGENT ACT, ERROR, OR OMISSION IN THE PERFORMANCE OF ENGINEER'S PROFESSIONAL SERVICES OR IN THE PREPARATION OF EVALUATIONS, REPORTS, SURVEYS, DESIGNS, WORKING DRAWINGS, SPECIFICATIONS AND OTHER ENGINEERING DOCUMENTS INCORPORATED INTO ANY IMPROVEMENTS CONSTRUCTED IN ACCORDANCE THEREWITH; ENGINEER SHALL DEFEND AT ITS OWN EXPENSE ANY SUITS OR OTHER PROCEEDINGS BROUGHT AGAINST CITY AND ITS OFFICERS, AGENTS, SERVANTS AND EMPLOYEES OR ANY OF THEM ON ACCOUNT OF THE FOREGOING DESCRIBED NEGLIGENT ACTS, ERRORS OR OMISSIONS, AND SHALL PAY ALL EXPENSES AND SATISFY ALL JUDGMENTS WHICH MAYBE INCURRED BY OR RENDERED AGAINST CITY, ITS OFFICERS, AGENTS, SERVANTS AND EMPLOYEES OR ANY OF THEM, IN CONNECTION WITH THE FOREGOING DESCRIBED NEGLIGENT ACTS, ERRORS, OR OMISSIONS; PROVIDED AND EXCEPT HOWEVER, THAT THIS INDEMNIFICATION PROVISION SHALL NOT BE CONSTRUED AS REQUIRING ENGINEER TO INDEMNIFY OR HOLD CITY OR ANY OF ITS OFFICERS, AGENTS, SERVANTS OR EMPLOYEES HARMLESS FROM ANY LOSS, DAMAGES, LIABILITY OR EXPENSE, ON ACCOUNT OF DAMAGE TO PROPERTY OR INJURIES TO PERSONS CAUSED BY DEFECTS OR DEFICIENCIES IN DESIGN CRITERIA AND INFORMATION FURNISHED TO ENGINEER BY CITY, OR ANY SIGNIFICANT DEVIATION IN CONSTRUCTION FROM ENGINEER'S DESIGNS, WORKING DRAWINGS, SPECIFICATIONS OR OTHER ENGINEERING DOCUMENTS.**

Approval by CITY of contract documents shall not constitute or be deemed to be a release of the responsibility and liability of ENGINEER, its officers, agents, employees and subconsultants, for the accuracy and competency of the services performed under this Agreement, including but not limited to evaluations, reports, surveys, designs, working drawings and specifications, and other engineering documents. Approval by CITY shall not be deemed to be an assumption of such responsibility and liability by CITY for any error, omission, defect, deficiency or negligence in the performance of ENGINEER's professional services or in the preparation of the evaluations, reports, surveys, designs, working drawings and specifications or other engineering documents by ENGINEER, its officers, agents, employees and subconsultants, it being the intent of the parties that approval by CITY signifies CITY's approval of only the general design concept of the improvements to be constructed.

## XI. INSURANCE

For the duration of this Agreement, ENGINEER shall maintain the following minimum public liability and property damage insurance which shall protect ENGINEER, its subcontractors, its subconsultants and CITY from claims for injuries, including accidental death, as well as from claims for property damage which may arise from the performance of work under this Agreement. ENGINEER shall provide a Certificate of Insurance verifying that the following minimum limits of coverage are provided:

A. Worker's Compensation Insurance:

Statutory requirements (\$ 300,000 minimum)

B. Comprehensive General Liability and Bodily Injury:

Bodily Injury \$ 500,000 per person, or  
\$ 1,000,000 per occurrence; and  
Property Damage \$ 100,000 each occurrence; or  
Combined Single Limit \$ 1,000,000 aggregate

C. Comprehensive Automobile Liability:

Bodily Injury \$ 500,000 per person, or  
\$ 1,000,000 per occurrence; and  
Property Damage \$ 100,000 each occurrence; or  
Combined Single Limit \$ 1,000,000 aggregate

D. Professional Liability:

Errors and Omissions \$ 1,000,000

The Certificate of Insurance shall contain a provision that such insurance cannot be canceled or modified without thirty (30) days prior written notice to CITY.

## XII. ARBITRATION

No arbitration arising out of or relating to this Agreement shall occur without both parties' written approval.

## XIII. TERMINATION AND SUSPENSION

- A. CITY may terminate this Agreement at any time for convenience or for any cause by a notice in writing to ENGINEER. Either CITY or ENGINEER may terminate this Agreement in the event the other party fails to perform in accordance with the provisions of this Agreement. Upon receipt of such notice, ENGINEER shall immediately discontinue all services and work and the placing of all orders or the entering into contracts for supplies, assistance, facilities, and materials, in connection with the performance of this Agreement and shall proceed to cancel promptly all existing contracts insofar as they are chargeable to this Agreement.
- B. If CITY terminates this Agreement under the foregoing Paragraph A, CITY shall pay ENGINEER a reasonable amount for services performed prior to such termination, which payment shall be based upon the payroll cost of employees engaged on the work by ENGINEER up to the date of termination of this Agreement and for subcontract and reproduction in accordance with the method of compensation stated in Section VIII: "Compensation" hereof. In the event of termination, the amount paid shall not exceed the amount appropriate for the percentage of work completed.



#### **XIV. SUCCESSORS AND ASSIGNS**

CITY and ENGINEER each bind themselves and their successors, executors, administrators and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of such other party in respect to all covenants of this Agreement; except as above, neither CITY nor ENGINEER shall assign, sublet or transfer its interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of CITY.

#### **XV. AUTHORIZATION, PROGRESS, AND COMPLETION**

CITY and ENGINEER agree that the PROJECT is planned to be completed in accordance with the Exhibit A: "Project Schedule" which is attached hereto and made a part hereof. ENGINEER shall employ manpower and other resources and use professional skill and diligence to meet the schedule; however, ENGINEER shall not be responsible for schedule delays resulting from conditions beyond ENGINEER's control. With mutual agreement, CITY and ENGINEER may modify the Project Schedule during the course of the PROJECT and if such modifications affect ENGINEER's compensation, it shall be modified accordingly, subject to City Council approval.

For Additional Engineering Services, the authorization by CITY shall be in writing and shall include the definition of the services to be provided, the schedule for commencing and completing the services and the basis for compensation as agreed upon by CITY and ENGINEER.

It is understood that this Agreement contemplates the full and complete Engineering services for this PROJECT including any and all services necessary to complete the work as outlined in Exhibit B: "Basic Engineering Services". Nothing contained herein shall be construed as authorizing additional fees for services to provide complete services necessary for the successful completion of this PROJECT.

#### **XVI. SUBCONTRACTS**

ENGINEER shall be entitled, only if approved by CITY, to subcontract a portion of the services to be performed by ENGINEER under this Agreement.

#### **XVII. RIGHT TO AUDIT**

ENGINEER agrees that CITY shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any directly pertinent books, design calculations, quantity take-offs, documents, papers and records of ENGINEER involving transactions relating to this Agreement. ENGINEER agrees that CITY shall have access during normal working hours to all necessary ENGINEER

facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. CITY shall give ENGINEER reasonable advance notice of intended audits.

ENGINEER further agrees to include in all its subconsultant agreements hereunder a provision to the effect that the subconsultant agrees that CITY shall, until the expiration of three (3) years after final payment under the subcontract, have access to and the right to examine and photocopy any directly pertinent books, design calculations, quantity take-offs, documents, papers and records of such subconsultant, involving transactions to the subcontract, and further, that CITY shall have access during normal working hours to all subconsultant facilities, and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with the provisions of this article. CITY shall give subconsultant reasonable advance notice of intended audits.

### **XVIII. EXHIBITS**

Both parties agree to the following exhibits and as such, the following exhibits are made a part of this Agreement:

Exhibit "A"	Project Schedule
Exhibit "B"	Basic Engineering Services
Exhibit "C"	Special Engineering Services
Exhibit "D"	Additional Engineering Services
Exhibit "E"	Services to be provided by the City
Exhibit "F"	Compensation
Exhibit "G"	Form 1295

### **XIX. MISCELLANEOUS**

- A. Authorization to Proceed. Signing this Agreement shall be construed as authorization by CITY for ENGINEER to proceed with the work, unless otherwise provided for in the authorization.
- B. Legal Expenses. In the event legal action is brought by CITY or ENGINEER against the other to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions of this Agreement, the prevailing party in any litigation between the parties to this agreement shall be entitled to reasonable attorney fees.
- C. Notices. Any notice or correspondence required under this Agreement shall be sent by certified mail, return receipt requested, or by personal delivery and shall be effective upon receipt, if addressed to the party receiving the notice or correspondence at the following address:

If to ENGINEER:

Freese and Nichols, Inc.  
Attn: Teresa Castillon, P.E.  
801 Cherry Street, Suite 2800  
Fort Worth, Texas 76102

If to CITY:

City of North Richland Hills  
Attn: Chris Amarante  
Facilities Management  
6110 Dick Fisher Drive W.  
North Richland Hills, Texas 76180

With Copies to the City Manager and City Attorney at the same address.

- D. Independent Contractor. ENGINEER shall perform services hereunder as an independent contractor, and not as an officer, agent, servant or employee of the CITY and ENGINEER shall have the exclusive right to control services performed hereunder by ENGINEER, and all persons performing same, and shall be responsible for the negligent acts and omissions of its officers, agents, employees, and subconsultants. Nothing herewith shall be construed as creating a partnership or joint venture between CITY and ENGINEER, its officers, agents, employees and subconsultants; and the doctrine of respondent superior has no application as between CITY and ENGINEER.
- E. Venue. This Agreement shall be governed by the laws of the State of Texas, and venue in any proceeding relating to this Agreement shall be in Tarrant County, Texas.
- F. Entire Agreement. This Agreement represents the entire agreement between CITY and ENGINEER and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both CITY and ENGINEER.
- G. Severability. If any provision in this Agreement shall be held illegal by a valid final judgment of a court of competent jurisdiction, the remaining provisions shall remain valid and enforceable.
- H. Disclosure. By signature of this Agreement, ENGINEER warrants to CITY that it has made full disclosure in writing of any existing conflicts of interest or potential conflicts of interest, including but not limited to personal financial interests, direct or indirect, in property abutting the PROJECT and business relationships with abutting property owners. ENGINEER further warrants that it will make disclosure in writing

of any conflicts of interest which develop subsequent to the signing of this Agreement and prior to final payment under this Agreement.

- I. Assignment. CITY and ENGINEER each bind themselves, their heirs, successors and assigns, to the other party to this Agreement and to the successors and assigns of each other party in respect to all covenants of this Agreement. This Agreement is not to be assigned, sublet or transferred, in whole or in part, by either CITY or ENGINEER without the prior written consent of the other party.

This Agreement is executed in two (2) counterparts.

IN TESTIMONY WHEREOF, the parties hereto have executed this Agreement this the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

CITY OF NORTH RICHLAND HILLS  
(CITY)

FREESE AND NICHOLS, INC.  
(ENGINEER)

By: \_\_\_\_\_  
Mark Hindman, City Manager

By: Jessica Brown  
Jessica Brown, Vice President

Date: \_\_\_\_\_

Date: 11/30/2021

ATTEST:  
\_\_\_\_\_  
Alicia Richardson, City Secretary

ATTEST:  
Stephanie Stephenson  
Notary Public in and for the State of Texas

APPROVED TO FORM AND LEGALITY:  
\_\_\_\_\_  
Maleshia B. McGinnis, City Attorney

Stephanie Stephenson  
Type or Print Notary's Name

My Commission Expires:  
07-17-2023

**CITY SEAL**



**EXHIBIT A**

**PROJECT SCHEDULE  
FOR  
MULTIPLE FACILITIES GENERATOR STUDY PROJECT**

**PROJECT SCHEDULE**

The Scope of Services for this PROJECT is based on the following schedule:

<b><u>Activity</u></b>	<b><u>Due Date</u></b>
Notice To Proceed from City	<b>December 20, 2021</b>
Submit Draft Report	<b>April 26, 2022</b>
Receive City Review Comments	<b>May 10, 2022</b>
Submit Final Report	<b>May 30, 2022</b>

**Note:** Due dates shown are submittal dates of task activities listed.

## EXHIBIT B

### BASIC ENGINEERING SERVICES FOR MULTIPLE FACILITIES GENERATOR STUDY PROJECT

The scope of work for BASIC Engineering Services involves providing a generator feasibility study for 13 facilities as identified by the City. The purpose of the study is to provide a report evaluating the feasibility of electrical equipment upgrades as identified by the City for each facility. Each facility will have different requirements as described in this list:

1. Animal Adoption and Rescue Center- Having the entire building on a generator.
2. Park Operations- Potential for repurposing 80kW city owned generator to be verified by Cummins Southern Plains
3. Permanent Records/Public Works Training Center- Entire building on generator to be coupled with Public Works Operations/Fleet Maintenance (one generator to serve both buildings)
4. Facilities & Construction/Fleet Admin/Fire Maintenance- Entire building on generator
5. Public Library- Generator and possible new ATS
6. NRH Centre/Grand Hall- Generator and possible new ATS
7. Public Works Operations/Fleet Maintenance- Entire building on generator to be coupled with Permanent Records/Public Works Training Center (one generator to serve both buildings)
8. NRH20 Pump House/Warehouse- FNI to work with Client to determine loads to be placed on the generator
9. Fire Station #1- Modify from Natural gas generator system to new diesel generator and a digital transfer switch. Upgrade to diesel generator and a digital transfer switch
10. Fire Station #2- Include client identified loads to existing generator system
11. Fire Station #3 - Include client identified loads to existing generator system
12. 13. Fire Station #4- Modify from Natural gas generator system to new Upgrade to diesel generator and a digital transfer switch
13. 15. Fire Station #5- Existing generator and transfer switch to remain. Possibly add HVAC unit, Unit Heaters, and several 120V circuits to existing generator.

FNI will render engineering services as follows for each of the 13 sites:

#### A. ELECTRICAL

- a. Site visit to evaluate existing conditions and gather required data for feasibility study. Client shall provide drawings/as-builts, identify loads on buildings with partial generating capacity, provide utility bills with peak

demand for the previous 12 months for each facility and point of contact for Cummins Southern Plains.

- b. Evaluate existing data provided by the Client and gathered from site visits.
- c. Calculate estimated size of generators and automatic transfer switch (ATS) as required for each facility.
- d. Evaluate potential locations for electrical equipment at each facility.
- e. Provide rough order magnitude costs for electrical equipment upgrades.
- f. Include estimated cost of engineering design fees as a line item in each OPCC.
- g. Compile report to show existing data and conditions, evaluations, calculations, and recommendations.
- h. Virtual review meeting with client (1 meeting, 2 hours each)
- i. Incorporate client comments after the draft report review meeting.
- j. Issue Final report and OPCC in pdf format.

## **B. STRUCTURAL**

- a. Evaluate existing as-builts and provide recommendations for structural modifications at each site.
- b. Provide rough order magnitude costs for concrete pads for new electrical equipment.
- c. Compile report to show existing data and conditions, evaluations, calculations, and recommendations.
- d. Structural staff to attend 1 virtual review meeting

## **C. CIVIL**

- a. Evaluate existing as-builts for underground utilities and provide recommendations for location of new generator and provide quantity for new fences around new electrical equipment to cost estimator.
- b. Compile generator location description for incorporation into overall site report.

### **Deliverables:**

- Draft Report – PDF – preliminary report of findings.
- Final Report - PDF – Report of findings, estimated generator sizes, OPCC for each site. Site plans indicating preferred generator locations based on google earth type maps.

**EXHIBIT C**

**SPECIAL ENGINEERING SERVICES  
FOR  
MULTIPLE FACILITIES GENERATOR STUDY PROJECT**

The scope of work does not include any SPECIAL Engineering Services.



**EXHIBIT D**

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**ADDITIONAL ENGINEERING SERVICES  
FOR  
MULTIPLE FACILITIES GENERATOR STUDY PROJECT**

The scope of work does not include any Additional Engineering Services.

## EXHIBIT E

### SERVICES TO BE PROVIDED BY THE CITY FOR MULTIPLE FACILITIES GENERATOR STUDY PROJECT

The CITY will provide the following services to the ENGINEER in the performance of the PROJECT upon request:

- I. Provide any existing data the CITY has on file concerning the PROJECT, if available.
- II. Provide any available As-Built plans for existing streets and drainage facilities, if available.
- III. Provide any available As-Built plans for existing water and sanitary sewer mains, if available.
- IV. Assist the ENGINEER, as necessary, in obtaining any required data and information from TxDOT and/or other local utility companies.
- V. Provide standard details and specifications in digital format.
- VI. Assist the ENGINEER by requiring appropriate utility companies to expose underground utilities within the Right-Of-Way, when required.
- VII. Give prompt written notice to ENGINEER whenever CITY observes or otherwise becomes aware of any development that affects the scope or timing of the ENGINEER's services.

## EXHIBIT F

### COMPENSATION FOR MULTIPLE FACILITIES GENERATOR STUDY PROJECT

#### I. COMPENSATION

For and in consideration of the services to be rendered by the ENGINEER, the CITY shall pay, and the ENGINEER shall receive the compensation hereinafter set forth for the Design and Construction Phases of the work and additionally for Special Engineering Services and/or Additional Engineering Services that are in addition to the Basic Engineering Services. All remittances by CITY of such compensation shall either be mailed or delivered to the ENGINEER's home office as identified in the work authorization.

- A. Compensation for the Basic Engineering Services (Design and Bid phases) shall be completed for an hourly not to exceed fee of **\$99,590**.
- B. Compensation for Special Engineering Services not covered by the Basic Engineering Services provided herein above shall be as follows:

Design Surveys: N/A

Permitting: N/A

Geotechnical Engineering: N/A

- C. Compensation for Additional Engineering Services not covered by Basic Engineering Services or Special Engineering Services provided herein shall be as follows: N/A

For all direct non-labor and/or subcontract expense, including mileage, travel and living expenses at invoice or internal office cost times a multiplier of **1.1**.

Payments to the ENGINEER for authorized Additional Engineering Services will be due monthly, upon presentation of monthly statement by the ENGINEER for such services.

## **II. AUDIT AND SCOPE CHANGE**

Cost budgets are set forth above and are subject to the audit provisions of this Agreement, Section XVII: "Right to Audit". It is also understood that the cost budgets are based upon ENGINEER's best estimate of work and level of effort required for the proposed scope of services. As the PROJECT progresses, it is possible that the level of effort and/or scope may differ up or down from that assumed. If there are no scope changes, the ENGINEER shall receive the full amount of lump sum and unit price fees, regardless of the cost. If at any time it appears that the cost budget may be exceeded, the ENGINEER shall notify the CITY as soon as possible in writing.

If there is a scope change, the ENGINEER shall notify the CITY as soon as possible in writing and shall include a revised scope of services, estimated cost, revised fee schedule, and a revised time of completion. Upon negotiation and agreement via a signed amendment by both parties, the cost budget, fee schedule, and total budget will be adjusted accordingly.

CITY shall not be obligated to reimburse the ENGINEER for costs incurred in excess of the cost budget. The ENGINEER shall not be obligated to perform on any change in scope of work or otherwise incur costs unless and until the CITY has notified the ENGINEER in writing that the total budget for Engineering Services has been increased and shall have specified in such notice a revised total budget which shall thereupon constitute a total budget for Engineering Services for performance under this Agreement.

A detailed scope of work, total budget, and schedule will be prepared by the ENGINEER and executed by the CITY if the ENGINEER is authorized to perform any Additional Engineering Service(s).

## **III. PAYMENT**

Payments to the ENGINEER will be made as follows:

### **A. Invoice and Time of Payment**

Monthly invoices will be issued by the ENGINEER for all work performed under this Agreement. Invoices are due and payable on receipt. Invoices will be prepared in a format approved by the CITY prior to submission of the first monthly invoice. Once approved, the CITY agrees not to require changes in the invoice format, but reserves the right to audit. Monthly payment of the fee will be in proportion to the percent completion of the total work (as indicated in Exhibit B: "Basic Engineering Services").

Upon completion of services enumerated in Exhibit B: "Scope of Basic Engineering Services", the final payment of any balance will be due upon receipt of the final invoice.

**EXHIBIT G**

**FORM 1295  
FOR  
MULTIPLE FACILITIES GENERATOR STUDY PROJECT**

[Form 1295 is submitted as the following page]