

**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 Paulette Hartman, 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 **AWIA RISK AND RESILIENCY ASSESSMENT (RRA) and EMERGENCY RESPONSE PLAN (ERP)**

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 **AWIA RISK AND RESILIENCY ASSESSMENT (RRA) and EMERGENCY RESPONSE PLAN (ERP) 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 perform services with the professional skill and care ordinarily provided by competent engineers or architects practicing under the same or similar circumstances and professional license, and as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer in the Dallas/Fort Worth Metroplex area. Such services shall be of 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 **the lump sum PROJECT COST (\$49,800.00)**.
- 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 HEREBY COVENANTS AND CONTRACTS TO WAIVE ANY AND ALL CLAIMS, RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS THE CITY, ITS CITY COUNCIL, OFFICERS, EMPLOYEES, AND AGENTS, FROM AND AGAINST ANY AND ALL LIABILITY, CAUSES OF ACTION, CITATIONS, CLAIMS, COSTS, DAMAGES, DEMANDS, EXPENSES, FINES, JUDGMENTS, LOSSES, PENALTIES, OR SUITS, ARISING OUT OF, RELATING TO, OR RESULTING FROM ENGINEER'S NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY ENGINEER, ITS AGENT, ITS CONSULTANT UNDER CONTRACT, OR ANY OTHER ENTITY OVER WHICH ENGINEER EXERCISES CONTROL. ENGINEER SHALL NOT BE OBLIGATED TO INDEMNIFY OR DEFEND CITY, ITS OFFICERS, EMPLOYEES OR AGENTS IN ANY MANNER FOR THE NEGLIGENCE OF CITY, ITS OFFICERS, EMPLOYEES OR AGENTS. ENGINEER'S OBLIGATION TO DEFEND ABOVE SHALL NOT APPLY TO PROFESSIONAL LIABILITY CLAIMS, BUT RATHER FOR PROFESSIONAL LIABILITY CLAIMS ENGINEER WILL REIMBURSE THE CITY FOR ALL REASONABLE DEFENSE COSTS IN THE SAME PROPORTION ENGINEER IS FOUND LIABLE.

THE INDEMNIFIED ITEMS MAY INCLUDE, BUT IS NOT LIMITED TO, PERSONAL INJURY AND DEATH CLAIMS, AND PROPERTY DAMAGE CLAIMS, INCLUDING THOSE FOR LOSS OF USE OF PROPERTY. INDEMNIFIED ITEMS SHALL INCLUDE REASONABLE ATTORNEYS' FEES AND COSTS, COURT COSTS, AND SETTLEMENT COSTS. INDEMNIFIED ITEMS SHALL ALSO INCLUDE ANY EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES AND EXPENSES INCURRED BY AN INDEMNIFIED PARTY OR ENTITY IN ATTEMPTING TO ENFORCE THIS INDEMNITY PROVISION.

IN ADDITION TO THE DEFENSE OBLIGATIONS OF ENGINEER ABOVE, TO THE EXTENT DEFENSE COVERAGE IS AVAILABLE UNDER ANY APPLICABLE INSURANCE POLICY MAINTAINED BY ENGINEER, AND SUCH POLICY PROVIDES A DEFENSE TO ADDITIONAL INSURED, CITY SHALL BE ENTITLED TO SUCH DEFENSE AS AN ADDITIONAL INSURED UNDER THE POLICY, IN ACCORDANCE WITH THE TERMS, CONDITIONS, AND LIMITATIONS OF SAID POLICY.

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

NOTWITHSTANDING ANY PROVISION OF LAW TO THE CONTRARY, INCLUDING STATUTORY EMPLOYER DEFENSES OR ANY WORKERS' COMPENSATION STATUTES THAT MIGHT OTHERWISE LIMIT THE INDEMNITY OBLIGATIONS OF THE INDEMNITOR, INDEMNITOR AGREES TO WAIVE SUCH DEFENSES AND ACKNOWLEDGES THAT ITS INDEMNITY OBLIGATIONS HEREUNDER SHALL APPLY REGARDLESS OF ANY IMMUNITY IT MAY HAVE UNDER WORKERS' COMPENSATION OR SIMILAR LAWS.

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 insurance which shall protect ENGINEER, its subcontractors, its sub-consultants 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.

A. Workers' Compensation and Employer's Liability Insurance:

Workers' Compensation	Texas Statutory Requirements
Employer's Liability	\$500,000 injury - each accident
	\$500,000 disease - each employee
	\$500,000 disease - policy limit

B. Commercial General Liability:

On an "occurrence" basis, including, property damage, bodily injury, products and completed operations and personal & advertising injury with limits no less than \$1,000,000 per occurrence and \$2,000,000 aggregate.

C. Automobile Liability:

Covering any auto, or if ENGINEER has no owned autos, covering hired and non-owned autos with a Combined Single Limit no less than \$1,000,000 per accident for bodily injury and property damage.

D. Professional Liability (Errors and Omissions)

ENGINEER shall maintain Professional Liability (or equivalent) errors and omissions insurance appropriate to the ENGINEER'S profession, with a limit no less than \$1,000,000 per occurrence or claim.

Insurance limits can be met with a combination of primary and excess/umbrella coverage.

The CITY, its officers, officials, and employees are to be named as "Additional Insured" on the commercial general liability, automobile liability, and any excess liability policies as respects

liability arising out of activities performed by or on behalf of the vendor.

A waiver of subrogation in favor of the CITY, its officers, officials and employees shall be contained in the Workers' Compensation insurance policy.

Policies of insurance shall not be cancelled non-renewed, terminated, or materially changed unless and until thirty (30) days notice has been given to CITY.

All insurance shall be issued by responsible insurance companies eligible to do business in the State of Texas and having an A.M. Best Financial rating of A- VI or better.

ENGINEER shall furnish the CITY certificates of insurance affecting coverage required. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. Certificates of Insurance must be submitted on a form approved by the Texas Department of Insurance.

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. Notwithstanding the foregoing, any award of attorney's fees to be paid by CITY shall be subject to the limitations set forth in Texas Local Government Code §271.153(3) as awarded by a court of competent jurisdiction.
- 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: Koby Boman
10497 Town and Country Way, Suite 500
Houston, Texas 77024

If to CITY:

City of North Richland Hills
Attn: Caroline Waggoner
Assistant City Manager
4301 City Point Drive
North Richland Hills, TX 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.

[Signature Page Follows]

This Agreement is executed in two (2) counterparts.

IN TESTIMONY WHEREOF, the parties hereto have executed this Agreement this the ____ day of _____, 2023.

CITY OF NORTH RICHLAND HILLS
(CITY)

FREESE AND NICHOLS, INC.
(ENGINEER)

By: _____
Paulette Hartman, City Manager

By:  _____
David Munn, Vice President

Date: _____

Date: August 13, 2025

ATTEST:

ATTEST:

Alicia Richardson, City Secretary/Chief
Governance Officer

Pam Fordtran
Notary Public in and for the State of Texas

APPROVED TO FORM AND LEGALITY:

Bradley Anderle, City Attorney

 _____
Pam Fordtran, Contract Administrator

My Commission Expires:

October 17, 2026

CITY SEAL

CORPORATE SEAL



EXHIBIT A
PROJECT SCHEDULE
FOR
MULTIPLE FACILITEIS GENERATOR DESIGN PROJECT

The Scope of Services for this PROJECT is based on the following major milestones; refer to attached Project Schedule for more information:

TASK	SCHEDULE
A – Project Management & Meetings	NTP – Jun 2026
B – RRA Update & Recertification Support	NTP – Jan 2026*
C – ERP Update & Recertification Support	Jan 2026 – Jun 2026**

*The RRA Recertification will be completed by the deadline of December 31, 2025, with final documentation completed in January of 2026.

**The ERP final document will be prepared by the recertification deadline of June 30, 2026.

EXHIBIT B
BASIC ENGINEERING SERVICES
FOR
AWIA RISK AND RESILIENCY ASSESSMENT (RRA) and EMERGENCY
RESPONSE PLAN (ERP) PROJECT

PROJECT UNDERSTANDING

In 2020 and 2021, FNI supported the City of North Richland Hills (City) in completing and certifying an RRA and ERP in compliance with the 2018 American Water Infrastructure Act (AWIA), Section 2013. AWIA Section 2013 requires systems to routinely update the RRA and ERP and recertify these items every 5 years. For medium public water systems such as the City, which serve between 50,000 and 99,999 people, the first re-certification deadlines under AWIA are December 31, 2025 for the RRA, and June 30, 2026 for the ERP.

FNI is providing this proposal to offer engineering services in support of the review, update, and recertification of the water system's RRA and ERP to comply with the requirements of AWIA, Section 2013, and continue the City's commitment to the resilience of its water system. This scope of work includes the major components below:

Basic Services – included in this scope and fee:

Task A – Project Management and Meetings

Task B – RRA Update & Recertification Support

- Data Review and Updated Risk Scoring
- RRA Workshop
- Final RRA
- Updated Cybersecurity Assessment
- Final Documentation and Recertification

Support Task C - ERP Update & Recertification

Support

- ERP Audit & Markup
- Final ERP Review & Recertification Support

Note: The certification of the RRA and ERP will be submitted by the City to the EPA. Certification of the RRA will be submitted by December 31, 2025, and the ERP by June 30,

2026, as required for systems serving between 50,000 and 99,999 people.

ARTICLE I - SCOPE OF SERVICES

This project includes a review and update of the existing RRA and ERP and a hosted workshop to gain the City's input on the updated data inputs for the RRA. Deliverables will include a brief 10- page Technical Memorandum (Technical Memo) describing the updated RRA and an updated ERP. Due to the sensitive nature of the content, the Technical Memo and updated ERP are recommended to be protected from public access within applicable law. Electronic document transfer for this project will be provided to the City through a secure file-sharing platform. Confidential documents will not be emailed.

BASIC SERVICES:

a. Task A – Project Management and Meetings

1. Project Meetings

- a) Kickoff Meeting—FNI will conduct a 1-hour kickoff meeting with City staff to introduce the FNI project team, and City's team participants, review the scope of services, project schedule, and communication approaches.
- b) Additional topic-specific project meetings and workshops are described in the remaining sections of the scope. For each project meeting and workshop conducted in this project, FNI will be responsible for:
 - (1) Developing and distributing the agenda in advance of the meeting
 - (2) Moderating the discussion
 - (3) Distributing meeting minutes and action items
- c) For each project meeting and workshop conducted in this project the City will be responsible for:
 - (1) Reviewing the agenda and securing the participation of relevant staff for each meeting
 - (2) Reviewing meeting minutes and providing timely feedback to FNI
 - (3) Addressing action items in a timely manner

2. Project Administration

FNI will perform general administrative duties associated with the project, including planning, progress monitoring and monthly progress reporting,

scheduling, quality control/quality assurance, and invoicing for the Project. These duties include maintaining regular contact with the City to help meet the needs of the City promptly and executing work according to the work plan, budget, and schedule.

Task A Deliverables:

1. FNI will provide meeting agendas and minutes within seven (7) days to summarize the discussion items, decisions, and action items.
2. Project invoices and monthly one-page reports summarizing project progress and next steps.

Task A Assumptions and Expectations:

1. The City will invite the required staff to project meetings.

b. Task B – RRA Update & Recertification Support

1. Review and Revision of RRA

a) Data Review and Updated Risk Scoring

(1) Data Review

FNI will develop an initial data request and a list of questions based on the City's most current RRA and ERP documents. The data request will also include any updates to the following:

- (a) Utility Risk Index (URI) parameters
- (b) All categories of utility assets and associated threats
- (c) Protective countermeasures, detection strategies, and mitigation
- (d) Water System GIS Data (shapefiles, geodatabase)
- (e) Emergency contacts and roles (internal and external) for the ERP
- (f) Response actions for the ERP

FNI will review received information from the data request and may ask follow-up questions to City staff by email. Follow-up questions will be conducted in accordance with the communication approach set in the kickoff meeting.

(2) Updated Risk Scoring

FNI will create a 2025 RRA spreadsheet to record updated inputs using the information gathered from the City and calculate updated Utility Risk Index (URI) and risk & resiliency scores for the utility. To update the

inputs, FNI will:

- (a) Add up to five new threat-asset pairs identified by the City in the data request
- (b) Update consequence costs with inflation rates
- (c) Update vulnerability scores per changed prevention or mitigation measures reported in the data request
- (d) Update threat likelihoods with current national threat information. For new threat-asset pairs, FNI will use input from the City and the best available industry knowledge to assign threat, vulnerability, and consequence values. Any assumptions made will be highlighted and reviewed with the City during the RRA Workshop.

b) RRA Workshop

FNI will conduct a two (2) hour in-person workshop with the City's team to review the existing RRA. FNI will lead the workshop, which will cover the general activities below:

- (1) Review of the previous RRA results
- (2) Discussion of the system's performance, observations and follow-up actions to any threats that occurred since the completion of the original RRA
- (3) Review of input values and assumptions, requesting input from the City
- (4) Updates to countermeasures, and additional potential countermeasures and mitigation, including risk reduction and resiliency improvement and rough approximation conceptual cost to the City
- (5) Discussion of updated industry standards and best practices for resiliency

c) Updated RRA Spreadsheet and Technical Memo

Based on the workshop discussion, FNI will adjust inputs and assumptions in the RRA spreadsheet to generate updated risk scores. FNI will develop a draft Technical Memo of approximately 10 pages, summarizing the updates since the first RRA. The Technical Memo will review the following topics:

- (a) Summary of work performed to update the RRA, including new or changed inputs for assets and threats
- (b) Summary of updated risk and resilience scores
- (c) Updated countermeasures and mitigation recommendations

(d) Summary of cybersecurity assessment results (Task 2)

2. Updated Cybersecurity Assessment

FNI will conduct an updated cybersecurity assessment of the City's SCADA network and provide a summary of the AWWA Cybersecurity Tool results as a section of the RRA Technical Memo(Task B.1.c).

a) Cybersecurity Data Review

A document request will be submitted to collect information pertaining to the SCADA network. The request will include the following types of documentation:

- (1) Number and types of PLCs, OITs, and other networked SCADA equipment
- (2) Number of PCs, printers, and other networked devices
- (3) Number and types of switches, firewalls, and other networking appliances
- (4) IP schemes used on the SCADA network
- (5) A description of the endpoint protection, intrusion detection, and other network security applications

If documentation does not exist, it should not be developed for this project. The lack of documentation will be noted in the RRA Technical Memo (Task B.1.c). FNI will analyze the requested documentation prior to the Cybersecurity Workshop to gain an understanding of the scope of the network and current policies and procedures and will review the information during the workshop.

b) Cybersecurity Evaluation Workshop

FNI will lead a virtual workshop to understand the current use of the SCADA system and remote access and reporting requirements, evaluate recommended cybersecurity controls and their current implementation. The workshop attendees should include a representative from Management, SCADA, and IT. During the workshop, the team will go through the AWWA Cybersecurity Assessment tool. The initial online questions are answered, which determine the required controls for the SCADA system network. Once the controls are downloaded, each control is discussed and rated based on the current implementation.

c) Cybersecurity Assessment Summary

FNI will provide a summary of the Cybersecurity Assessment results showing all priority one and two controls that are not fully implemented. FNI will conduct a review the assessment findings and document additional comments

as a part of the Final Review Meeting (Task B.3.a) FNI will incorporate the City's feedback and provide the final cybersecurity summary as a section in the RRA Technical Memo (Task B.1.c).

3. Final RRA Documentation & Recertification of RRA

a) Final RRA Review Meeting

FNI will share the results of the updated RRA and review the draft Technical Memo with the City during a 90-minute Draft RRA review meeting. The objective of the meeting will be to share updated results and collect City feedback before finalizing the RRA Spreadsheet and Technical Memo. Discussion will include review of the Cybersecurity Assessment Summary (Task B.2.c).

b) Final Documents

Based on feedback received during the Final RRA Review, FNI will finalize the RRA Spreadsheet and Technical Memo. The Cybersecurity Assessment Summary (Task B.2.c) will be finalized and included as an Appendix of the Technical Memo.

c) RRA Certification Support

FNI will assist the City through a virtual work session to complete and submit the certification of the RRA through the online EPA portal before the RRA certification deadline. A copy of the certification will be maintained in the final RRA report.

Task B Deliverables:

1. Slides, Agenda, and Minutes from the RRA Workshop, Cybersecurity Assessment and Final RRA review meeting – provided electronically.
2. Technical Memo summarizing the results of the RRA – provided electronically.
3. RRA spreadsheet (excel), provided as an attachment to the Technical Memo.
4. Cybersecurity Assessment Summary, provided as an appendix to the Technical Memo

Task B Assumptions and City's Expectations:

1. The City will provide review and comments on the RRA and cybersecurity assessment inputs and results.
2. The City will recertify the RRA using EPA's portal before December 31, 2025.

c. Task C – ERP Update & Recertification Support

For this task, FNI will perform an audit and provide recommended updates for the

City's ERP. FNI recommends for the City to perform the update of the ERP document because it is beneficial for City staff to be in contact with their critical partner organizations and suppliers to update contact information, and it ensures City staff are familiar with the organization and content of the plan. Following the City's update of the plan FNI will perform a final review and provide certification support to the City to recertify their ERP to the EPA.

1. ERP Update

a) Initial ERP Audit and Markup

FNI will conduct an audit of the City's ERP to verify it complies with the requirements of AWIA Section 2013 and to identify content that should be updated based on the results of the updated RRA. FNI will provide ERP markups with descriptions of recommended updates for the City to incorporate into the ERP.

FNI will host a meeting to review the recommendations resulting from the ERP Audit. The meeting will include discussion of recommended updates and information needed for the City to complete the updates. The meeting may include discussion of the usefulness of the current ERP and overlap of information with other emergency documents.

b) Development of Updated Content

Updated detection measures, protocols, and checklists identified as a result of the Cybersecurity Assessment will be provided for incorporation into the ERP. FNI may include up to ten (10) pages of additional recommended text to assist in any significant recommended updates. Review and discussion of the updated content created by the City or FNI will be reviewed in a 1-hr virtual progress meeting, if needed.

2. Final ERP Review & Recertification Support

a) *Final ERP Review*

Following the update and incorporation of new content into the ERP, FNI will review the final plan and provide one round of comments.

b) Recertification Support

FNI will assist the City through a virtual work session to complete and submit the certification of the ERP through the online EPA portal, if needed.

Task C Deliverables

1. FNI will deliver one copy of the audited ERP for the City's update – provided electronically.

2. FNI will provide review comments on the City's Final Updated ERP document – provided electronically.

Task C Assumptions and City's Expectations:

1. The City will perform the updates of the ERP and provide a final draft for FNI review at least 2 weeks before the ERP certification deadline.
2. The City will finalize and create any electronic or physical copies of the final ERP for their use.
3. The City will complete the ERP Certification using EPA's portal before June 30, 2026.

Article II - Time of Completion

The Basic Services are proposed as lump sum of forty-nine thousand eight hundred dollars (\$49,800). FNI recommends completing this Scope of Services within 12 months of notice to proceed (NTP) and with task deadlines as shown in the table below.

If FNI's services are delayed through no fault of FNI, FNI shall be entitled to adjust the contract schedule consistent with the number of days of delay. These delays may include but are not limited to delays in City reviews, and delays in the flow of information to be provided to FNI.

These delays may result in an adjustment to compensation as outlined on the face of this Agreement. To meet AWIA regulations, the RRA certification should be completed by the City before December 31, 2025, and ERP certification should be completed before June 30, 2026.

ASK	FEE	SCHEDULE
A – Project Management & Meetings	\$7,200	NTP – Jun 2026
B – RRA Update & Recertification Support	\$30,700	NTP – Jan 2026*
C – ERP Update & Recertification Support	\$11,900	Jan 2026 – Jun 2026**
PROPOSAL TOTAL	\$49,800	

*The RRA Recertification will be completed by the deadline of December 31, 2025, with final documentation completed in January of 2026.

**The ERP final document will be prepared by the recertification deadline of June 30, 2026.

Article III - Responsibilities of City

City shall perform the following in a timely manner so as not to delay the services of FNI:

- A. Designate in writing a person to act as City's representative with respect to the services to be rendered under this Agreement. Such person shall have contract authority to transmit instructions, receive information, interpret, and define City's policies and decisions with respect to FNI's services for the Project.
- B. Provide all criteria and full information as to City's requirements for the Project.
- C. Assist FNI by placing at FNI's disposal all available information pertinent to the Project including previous reports and any other data relative to the Project.
- D. Arrange for access to and make all provisions for FNI to enter upon public and private property as required for FNI to perform services under this Agreement.
- E. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by FNI, obtain advice of an attorney, insurance counselor and other consultants as City deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay, or cause rework in, the services of FNI.
- F. Provide such accounting, independent cost estimating and insurance counseling services as may be required for the Project, such legal services as City may require or FNI may reasonably request with regard to legal issues pertaining to the Project.
- G. Give prompt written notice to FNI whenever City observes or otherwise becomes aware of any development that affects the scope or timing of FNI's services.
- H. Bear all costs incident to compliance with the requirements associated in items A – C, above.

EXHIBIT C
SPECIAL ENGINEERING SERVICES
FOR
AWIA RISK AND RESILIENCY ASSESSMENT (RRA) and EMERGENCY
RESPONSE PLAN (ERP) PROJECT

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

EXHIBIT D

**ADDITIONAL ENGINEERING SERVICES
FOR
AWIA RISK AND RESILIENCY ASSESSMENT (RRA) and EMERGENCY
RESPONSE PLAN (ERP) PROJECT**

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

EXHIBIT E

**SERVICES TO BE PROVIDED BY THE CITY
FOR
AWIA RISK AND RESILIENCY ASSESSMENT (RRA) and EMERGENCY
RESPONSE PLAN (ERP) PROJECT**

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

- A. Designate in writing a person to act as City's representative with respect to the services to be rendered under this Agreement. Such person shall have contract authority to transmit instructions, receive information, interpret, and define City's policies and decisions with respect to FNI's services for the Project.
- B. Provide all criteria and full information as to City's requirements for the Project.
- C. Assist FNI by placing at FNI's disposal all available information pertinent to the Project including previous reports and any other data relative to the Project.
- D. Arrange for access to and make all provisions for FNI to enter upon public and private property as required for FNI to perform services under this Agreement.
- E. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by FNI, obtain advice of an attorney, insurance counselor and other consultants as City deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay, or cause rework in, the services of FNI.
- F. Provide such accounting, independent cost estimating and insurance counseling services as may be required for the Project, such legal services as City may require or FNI may reasonably request with regard to legal issues pertaining to the Project.
- G. Give prompt written notice to FNI whenever City observes or otherwise becomes aware of any development that affects the scope or timing of FNI's services.
- H. Bear all costs incident to compliance with the requirements associated in items A – C, above.

EXHIBIT F
COMPENSATION
FOR
AWIA RISK AND RESILIENCY ASSESSMENT (RRA) and EMERGENCY
RESPONSE PLAN (ERP) 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, Bid, and Construction phases) shall be completed for a lump sum fee not to exceed **\$49,800.00..**
- B. Compensation for Special Engineering Services not covered by the Basic Engineering Services provided herein above shall be as follows: 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
AWIA RISK AND RESILIENCY ASSESSMENT (RRA) and EMERGENCY
RESPONSE PLAN (ERP) PROJECT

[Form 1295 is submitted as the following page]

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY
CERTIFICATION OF FILING****1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

Freese and Nichols, Inc.
Fort Worth, TX United States

Certificate Number:
2025-1349119

Date Filed:
08/12/2025

Date Acknowledged:

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of North Richland Hills

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

Contract
AWIA Risk and Resiliency Assessment (RRA) and Emergency Response Plan (ERP)

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Pence, Bob	Fort Worth, TX United States	X	
	Coltharp, Brian	Fort Worth, TX United States	X	
	Bennett, David	Denver, CO United States	X	
	Brown, Jessica	Fort Worth, TX United States	X	
	Chambers, Robert	Fort Worth, TX United States	X	
	Stull, Cory	Houston, TX United States	X	
	Hatley, Tricia	Oklahoma City, OK United States	X	
	Payne, Jeff	Fort Worth, TX United States	X	
	Reedy, Michael	Houston, TX United States	X	

5 Check only if there is NO Interested Party.

☐**6 UNSWORN DECLARATION**

My name is Pam Fordtran, and my date of birth is February 12, 1962.

My address is 800 N. Shoreline, Suite 1600N, Corpus Christi, TX, 78401, USA.
(city) (state) (zip code) (country)

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

Executed in Nueces County, State of Texas, on the 12th day of August, 2025.
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)