

**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 **TREY SHANKS**; its duly authorized Principal (hereinafter called "ENGINEER").

**WITNESSETH**, that CITY desires professional engineering services in connection with the **AMERICA'S WATER INFRASTRUCTURE ACT (AWIA) OF 2018 RISK AND RESILIENCE ASSESSMENT 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 **AWIA OF 2018 RISK AND RESILIENCE ASSESSMENT 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 for the not-to-exceed fee of **Sixty-Six Thousand Three Hundred Seventy Dollars (\$66,370)**.
- 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: Trey Shanks, IAM, PACP  
2711 N Haskell Ave, Suite 3300  
Dallas, Texas 75204

If to CITY:

City of North Richland Hills  
Attn: Caroline Waggoner  
Public Works & Engineering Department  
4301 City Point Drive  
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.



This Agreement is executed in two (2) counterparts.

IN TESTIMONY WHEREOF, the parties hereto have executed this Agreement this the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

CITY OF NORTH RICHLAND HILLS  
(CITY)

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

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

ATTEST:

\_\_\_\_\_  
Alicia Richardson, City Secretary

APPROVED TO FORM AND LEGALITY:

\_\_\_\_\_  
Maleshia B. McGinnis, City Attorney

**CITY SEAL**

FREESE AND NICHOLS, INC.  
(ENGINEER)

By: Ty Shanks  
FIRM REPRESENTATIVE

Date: 9-16-2020

ATTEST:

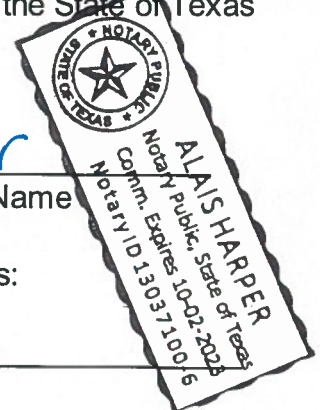
Alais Harper  
Notary Public in and for the State of Texas

Alais Harper  
Type or Print Notary's Name

My Commission Expires:

10-02-23

**CORPORATE SEAL**



**EXHIBIT A**

**PROJECT SCHEDULE  
FOR  
AWIA OF 2018 RISK AND RESILIENCE ASSESSMENT**

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

<b>Task</b>	<b>Task Name</b>	<b>Timeline</b>
1	RRA Project Kickoff Meeting, Data Collection and Review	1 week from NTP
2	Asset-Threat Pairing Workshop	3 weeks from NTP
3	Cybersecurity Evaluation Workshop	4 weeks from NTP
	Cybersecurity Evaluation Memo	6 weeks from NTP
4	Risk and Resilience Analysis Workshop	9 weeks from NTP
5	Risk and Resilience Analysis Risk-Prioritized List of Critical Assets	11 weeks from NTP
	Risk and Resilience Management Briefing and Draft Report	13 weeks from NTP
6	<b>Final RRA Report and Certification of Compliance</b>	<b>By December 31, 2020</b>

**EXHIBIT B**

**BASIC ENGINEERING SERVICES  
FOR  
AWIA OF 2018 RISK AND RESILIENCE ASSESSMENT**

**INTRODUCTION**

America's Water Infrastructure Act (AWIA) of 2018, Section 2013, requires that all community water systems serving populations greater than 3,300 persons will assess the risks to and resilience of its system and then prepare or revise the utility's emergency response plan. Following is a scope of services to conduct a Risk and Resilience Assessment for the City's water utility system for compliance with the requirements of AWIA Section 2013.

**RISK AND RESILIENCE ASSESSMENT (RRA) OVERVIEW**

The AWIA requires the Risk and Resilience Assessment (RRA) to evaluate:

- the risk to the system from malevolent acts and natural hazards;
- the resilience of the pipes and constructed conveyances, physical barriers, source water, water collection and intake, pretreatment, treatment storage and distribution facilities;
- the resilience of electronic computer, or other automated systems which are utilized by the water system;
- the monitoring practices of the system;
- the financial infrastructure of the system;
- the use, storage, or handling of various chemicals by the system; and
- the operation and maintenance of the system.

The detailed RRA will be conducted following the Risk Analysis and Management for Critical Asset Protection (RAMCAP®) standard detailed in the J100 (Risk and Resilience of Drinking Water Systems) guidance developed jointly by the AWWA, ASME, and ANSI. The seven-step process outlined in the J100 standard provides the framework for the scope of work. The steps are as follows:

1. Asset characterization
2. Threat characterization
3. Consequence analysis

4. Vulnerability analysis
5. Threat analysis
6. Risk/resilience analysis
7. Risk/resilience management

The RRA will include an implementation plan for capital and operational needs for risk and resilience management of the system. The assessment will be finalized and then certified by the City of North Richland Hills [City] to the Administrator of the Environmental Protection Agency (EPA) by December 31, 2020, in the case of systems serving a population of 50,000 or more but less than 100,000.

Within six months of completion and certification of the RRA, America's Water Infrastructure Act of 2018, Section 2013 also requires a letter of certification to EPA that the Emergency Response Plan (ERP) for a utility is developed or updated. The ERP can be developed based on existing emergency plans but is required to include response protocols for any type of emergency or event identified as a threat during the RRA. The ERP update is included under a separate task authorization. The ERP development/update will be addressed after the RRA is performed and will follow the protocols of AWWA's M19 (Emergency Planning for Water and Wastewater Utilities, Fifth Edition) guidance.

To comply with the requirements of the AWIA of 2018, Section 2013, and to improve the resilience of the City's systems, the City has retained Freese and Nichols, Inc. (FNI) to provide engineering services in support of the development of this RRA. To support the scope of services, FNI has available partnerships with cybersecurity firms to assist with the cybersecurity evaluation if so desired.

## **RRA SCOPE OF SERVICES**

The RRA includes three workshops with the RRA team and one final briefing. An optional Council briefing is available as a Special Service. An RRA report will be developed and provided. Due to the sensitive nature of the content, the RRA report is recommended to be protected from public access within applicable law. The RRA will be performed for the water utility.

Electronic document transfer for this project will be provided to the City through a secure file-sharing platform. Confidential documents will not be emailed. Hard copies of the RRA report will be hand-delivered.

### **Task 1 – Project Kickoff Meeting, Data Collection and Review**

FNI will conduct a kickoff meeting with City staff to introduce the FNI project team, review the scope of services and project schedule, and identify communication

approaches. The kickoff meeting will also include a discussion of the background/history related to vulnerability and resiliency for the City.

During the kickoff meeting, FNI will meet with the City to determine the RRA team participants, needs and schedule. The following items will be discussed during the meeting:

- Project goals
- Project schedule
- Data collection for review by FNI
- Communication and information flow for the project
- Additional entities to coordinate with in the development of the project

The City will provide the following documents, if available, to FNI for review:

- Previous vulnerability and risk assessments
- System diagrams
- Existing security plans and procedures
- Business continuity plans / Continuity of operations plans
- SCADA system information
- Source water protection plans
- Interlocal agreements with neighboring utilities
- Local natural hazard mitigation plan(s)
- Emergency response plans
- Other documents that may be related to the vulnerability and resilience of the water system.

**Deliverable:**

- FNI will provide meeting minutes within seven (7) days to summarize major discussion items, decisions, and action items.

**Task 2 – Identification of Critical Assets and Threats (and Workshop 1)**

FNI will review the data collected for the City's water system to identify a preliminary list of assets. A database of the assets will be created for future evaluation through the project. FNI will conduct a preliminary evaluation of identified threats based on available published information from the U.S. EPA, FEMA, USGS, DHS and other relevant

agencies. Threats to be evaluated include direct hazards to the water system from malevolent man-made sources and natural events, as well as tangential hazards from impacts to system dependencies or unaffiliated but near-proximity infrastructure.

FNI will conduct one workshop (Asset-Threat Workshop) with the RRA team to develop a prioritized list of asset-threat pairs to conduct a further risk and resilience evaluation. In the workshop, FNI will lead the RRA team through a review of the assets and an initial screening of consequences of failure to develop a list of critical assets.

FNI will then lead the RRA team through an evaluation of malevolent, natural, and dependency hazards to identify those of most relevance to the water system. Finally, FNI will facilitate the RRA team through a review of asset-threat pairs to prioritize the pairs to focus the risk and resilience evaluation.

The RRA will include a limited review of the operation and maintenance of the water system. FNI will discuss the status of an asset management program and approaches that could be undertaken to improve the City's resilience. The results of the assessment will be included in the RRA Report.

Up to 20 asset-threat pairs to be evaluated for the water system. Additional asset-threat pairs will be conducted upon request of the City as an Additional Service.

#### Deliverable

- FNI will provide meeting minutes within seven (7) days to summarize major discussion items, decisions, and action items.

### **Task 3 – Cybersecurity Evaluation (and Workshop 2)**

Utilizing a cybersecurity framework guide following AWWA's cybersecurity protocols, FNI will meet with staff identified during the Kickoff Meeting with knowledge of the City SCADA system, software and hardware technology, and information security protocols and procedures. The workshop will focus on evaluation of the implementation of the "Priority 1" protocols identified in the AWWA Water Sector Cybersecurity Risk Management Guidance (2019).

FNI will compile the information collected in the Cybersecurity Workshop to identify gaps in security, threats to the water system and recommendations for improvements in conjunction with the information developed in Task 1B.

#### Deliverable:

- FNI will provide meeting minutes from the Cybersecurity Workshop within 7 days of the meeting to summarize major discussion items, decisions, and action items.

- FNI will provide a summary memo detailing the results of the cybersecurity evaluation. This memo will also be included in the final RRA report.

#### **Task 4 – Risk and Resilience Analysis (and Workshop 3)**

For each of the prioritized asset-threat pairs, FNI will conduct an initial evaluation to estimate the probability of occurrence of the threat (T), the vulnerability (V) of the assets to failure from the threat, and the consequence (C) of asset failure. FNI will initially input existing measures in place that serve to increase the resilience of the critical assets by mitigation of one or more of the risk factors. The risk to each asset is calculated as:

$$\text{Risk} = \text{Consequence} * \text{Vulnerability} * \text{Threat}$$

FNI will facilitate a final Workshop with the RRA team to present, evaluate and adjust the calculated risk for each asset-threat pair assessed based on team feedback. Through the workshop, a risk value for each asset-threat pair will be developed to allow for prioritization of assets for improvements. During the workshop, an initial identification of additional mitigation measures to further reduce risk and improve resilience will be identified. Mitigation measures may include policy and procedure improvements, physical security upgrades, structural improvements, staffing adjustments, and other actions.

##### Deliverable

- FNI will provide meeting minutes from the Risk and Resilience Analysis Workshop within seven days of the meeting to summarize major discussion items, decisions, and action items.
- FNI will provide the list of critical assets ranked by risk to the City for review and approval.

#### **Task 5 - Risk and Resilience Management**

FNI will evaluate the additional mitigation measures identified in the Risk and Resilience Analysis Workshop, and as appropriate, identify supplemental mitigation measures for consideration. The mitigation measures will be analyzed for risk reduction and resilience improvement, and rough approximation conceptual cost to the City. FNI will develop a prioritized list of mitigation measures based on benefit-cost ratio.

FNI will document the RRA and the prioritized mitigation measures for implementation in a draft RRA report. FNI will meet with the City to provide a final briefing on the RRA, present the results of the assessment, and deliver the draft report.

##### Deliverable:

- FNI will provide meeting minutes within seven days of the meeting to summarize

major discussion items, decisions, and action items.

- FNI will deliver the draft RRA report to the City in electronic PDF format for review and comment. Upon request, five (5) hard copies of the draft report will be provided.

### **Task 6 – Final RRA Report and Certification of Compliance**

Upon receipt of final comments on the draft RRA report, FNI will finalize the RRA report. FNI will assist the City to complete and submit the certification of the Risk and Resilience Assessment through the online EPA portal. A copy of the certification will be maintained in the final RRA report.

#### Deliverable:

- FNI will deliver one electronic PDF copy of the final RRA report. Upon request, FNI will provide up to five (5) hard copies of the final RRA report.

### **RRA DELIVERABLES**

<b>Task</b>	<b>Description</b>
1	Kickoff meeting minutes
2	Asset-Threat Pairing Workshop minutes Summary memo of asset-threat pair documentation
3	Cybersecurity Evaluation Workshop minutes Summary memo of cybersecurity analysis determinations
4	Risk and Resilience Analysis Workshop minutes Summary memo of risk and resilience analysis determinations
5	Risk and Resilience Management meeting minutes Draft RRA report
6	Final RRA Report with Compliance Certification



## **EXHIBIT C**

### **SPECIAL ENGINEERING SERVICES FOR AWIA OF 2018 RISK AND RESILIENCE ASSESSMENT**

No SPECIAL Engineering Services are included as part of this scope of work.

**EXHIBIT D**

**ADDITIONAL ENGINEERING SERVICES  
FOR  
AWIA OF 2018 RISK AND RESILIENCE ASSESSMENT**

**ADDITIONAL SERVICES:** The following services are additional and shall not be included in the Scope of Services unless specifically approved by the CITY. FNI shall inform the CITY when a particular service falls into the "Additional Services" category. Compensation for Additional Services shall be on an hourly basis.

1. Public Outreach or additional meetings.
2. Staff training exercises.
3. Appearances before regulatory agencies other than the CITY.
4. Assistance to the CITY as an expert witness in any litigation with third parties arising from the development of the Project.
5. Preparing data and reports for assistance to CITY in preparation for hearings before regulatory agencies, courts, arbitration panels or any mediator, giving testimony, personally or by deposition, and preparations therefore before any regulatory agency, court, arbitration panel or mediator.
6. Assisting CITY in preparing for, or appearing at litigation, mediation, arbitration, dispute review boards, or other legal and/or administrative proceedings in the defense or prosecution of claims disputes with Contractor(s).
7. Visits to the project areas or City facilities in excess of the number of trips, coordination meetings or contract completion activities as defined in Basic and Special Services.
8. Providing environmental investigations coordination with environmental resource agencies, jurisdictional determinations, and state or federal permitting.
9. Providing basic or additional services on an accelerated time schedule. The scope of this service does not include cost for overtime wages of employees and consultants, inefficiencies in work sequence and plotting or reproduction costs directly attributable to an accelerated time schedule directed by the CITY.
10. Additional copies of reports.
11. Preparation of applications and supporting documents for government grants, loans, or planning advances for public works projects.
12. Acquisition of individual federal or state permits that may be required.
13. Preparation of environmental statements.

**EXHIBIT E**

**SERVICES TO BE PROVIDED BY THE CITY  
FOR  
AWIA OF 2018 RISK AND RESILIENCE ASSESSMENT**

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

1. Provide any existing data the CITY has on file concerning the PROJECT, if available.
2. Provide staff with relevant knowledge for workshops in the services identified in Exhibit B for risk assessments and emergency response plan development.
3. Provide any available prior water system risk assessment reports or studies, and emergency planning documents.
4. 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  
AWIA OF 2018 RISK AND RESILIENCE ASSESSMENT**

**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 execution 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.

1. Compensation for the Basic Engineering Services shall be completed for a not-to-exceed fee of **\$66,370**.
2. Compensation for Special Engineering Services not covered by the Basic Engineering Services provided herein above shall be as follows:
3. Compensation for Additional Engineering Services not covered by Basic Engineering Services or Special Engineering Services provided herein shall be as follows:

<u>Position</u>	<u>Hourly Rate</u>	
	<u>Min</u>	<u>Max</u>
Professional 1	81	146
Professional 2	95	154
Professional 3	115	220
Professional 4	151	237
Professional 5	188	350
Professional 6	158	391
Construction Manager 1	93	173
Construction Manager 2	109	185
Construction Manager 3	152	217
Construction Manager 4	206	281
CAD Technician/Designer 1	67	147
CAD Technician/Designer 2	98	152
CAD Technician/Designer 3	131	201
Corporate Project Support 1	50	122
Corporate Project Support 2	71	168
Corporate Project Support 3	98	259
Intern / Coop	42	84

**Rates for In-House Services**

**Technology Charge**

\$8.50 per hour

**Travel**

Standard IRS Rates

**Bulk Printing and Reproduction**

	<u>B&amp;W</u>	<u>Color</u>
Small Format (per copy)	\$0.10	\$0.25
Large Format (per sq. ft.)		
Bond	\$0.25	\$0.75
Glossy / Mylar	\$0.75	\$1.25
Vinyl / Adhesive	\$1.50	\$2.00
Mounting (per sq. ft.)	\$2.00	
Binding (per binding)	\$0.25	

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 OF 2018 RISK AND RESILIENCE ASSESSMENT**

[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

Certificate Number:  
2020-668309

Date Filed:  
09/16/2020

Date Acknowledged:

**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

**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  
AMERICA'S WATER INFRASTRUCTURE ACT (AWIA) OF 2018 RISK AND RESILIENCE ASSESSMENT PROJECT

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Milrany, Cindy	Fort Worth, TX United States	X	
	Nichols, Mike	Fort Worth, TX United States	X	
	Taylor, Jeff	Houston, TX United States	X	
	Wolfhope, John	Austin, TX United States	X	
	Pence, Bob	Fort Worth, TX United States	X	
	Cole, Scott	Fort Worth, TX United States	X	
	Coltharp, Brian	Fort Worth, TX United States	X	
	Greer, Alan	Fort Worth, TX United States	X	
	Johnson, Kevin	Dallas, TX United States	X	

5 Check only if there is NO Interested Party.

☐

**6 UNSWORN DECLARATION**

My name is Stephanie Stephenson, and my date of birth is July 19, 1977.

My address is 4055 International Plaza, Suite 200, Fort Worth, TX, 76109, US.  
(street) (city) (state) (zip code) (country)

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

Executed in Tarrant County, State of Texas, on the 16 day of Sept, 2020.  
(month) (year)

Stephanie Stephenson  
Signature of authorized agent of contracting business entity  
(Declarant)





FREEAND-02

KGODWIN

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/14/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Ames & Gough 8300 Greensboro Drive Suite 980 McLean, VA 22102	<b>CONTACT NAME:</b>		
	<b>PHONE (A/C, No, Ext):</b> (703) 827-2277	<b>FAX (A/C, No):</b> (703) 827-2279	
	<b>E-MAIL ADDRESS:</b> admin@amesgough.com		
<b>INSURED</b>  Freese and Nichols, Inc. 4055 International Plaza, Suite 200 Fort Worth, TX 76109	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	<b>INSURER A:</b> Hartford Underwriters Insurance Company A+ (XV)		30104
	<b>INSURER B:</b> Twin City Fire Insurance Company A+ (XV)		29459
	<b>INSURER C:</b> Hartford Casualty Insurance Company A+ (XV)		29424
	<b>INSURER D:</b> Trumbull Insurance Company A+ (XV)		27120
	<b>INSURER E:</b> Continental Casualty Company (CNA) A, XV		20443
	<b>INSURER F:</b>		

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			42UUNNI6224	10/23/2019	10/23/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			42UENNI6305	10/23/2019	10/23/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			42XHUBI1257	10/23/2019	10/23/2020	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	42WBCU2821	10/23/2019	10/23/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Professional Liab.			AEH008214422	10/23/2019	10/23/2020	Per Claim \$ 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
PROFESSIONAL LIABILITY AGGREGATE LIMIT: \$10,000,000

RE: AWIA OF 2018 RISK AND RESILIENCE ASSESSMENT AND EMERGENCY RESPONSE PLAN PROJECT

30-day Notice of Cancellation will be issued for the General Liability, Auto Liability, Umbrella Liability and Workers Compensation policies in accordance with policy terms and conditions.

## CERTIFICATE HOLDER

## CANCELLATION

City of North Richland Hills, Texas  
Public Works & Engineering Department  
4301 City Point Drive  
North Richland Hills, TX 76180

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*Dan Kuse*