

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS APPROVING AN AGREEMENT WITH MCKINSTRY ESSENTION, LLC FOR PHASE I AND PHASE II GENERATOR ASSESSMENT AND REPLACEMENT DESIGN FOR FIRE STATION 1 AND POLICE DEPARTMENT FACILITY GENERATORS IN AN AMOUNT NOT TO EXCEED \$99,070.00; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council desires to authorize an agreement with McKinstry Essention, LLC, for professional services for Phase I and Phase II generator assessment and replacement design for Fire Station 1 and Police Department Facility generators in conformance with the City’s requirements.

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

SECTION 1. The City Council hereby approves the agreement between the Town of Addison and Garver, LLC, for professional services for Phase I and Phase II generator assessment and replacement design for Fire Station 1 and Police Department Facility generators in an amount not-to-exceed of \$99,070.00, a copy of which is attached to this Resolution as **Exhibit A**. The City Manager is hereby authorized to execute the agreement.

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

DULY RESOLVED AND ADOPTED by the City Council of the Town of Addison, Texas, on this the **8th** day of **NOVEMBER** 2022.

TOWN OF ADDISON, TEXAS

Joe Chow, Mayor

ATTEST:

Irma Parker, City Secretary

EXHIBIT A

PROFESSIONAL SERVICES AGREEMENT GENERATOR ASSESSMENT AND DESIGN SERVICES

This Professional Services Agreement (“Agreement”) is made by and between the Town of Addison, Texas (“City”), and McKinstry Essention, LLC (“Professional”) (each a “party” and collectively the “parties”), acting by and through their respective authorized representatives.

RECITALS

WHEREAS, City desires to engage Professional to perform certain work and services, hereinafter referred to only as “services”, as further specified in the Scope of Services defined in Section 1 of this Agreement; and

WHEREAS, Professional has expressed a willingness to perform said services in conformance with this Agreement.

NOW, THEREFORE, for and in consideration of the covenants and promises made one to the other herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Section 1. Scope of Services

Upon written notice to proceed by City, Professional agrees to provide to City Generator Assessment and Design Services (“Project”), as set forth in the Scope of Services attached hereto as Exhibit “A” and incorporated herein by reference (the “Scope of Services”). Professional shall not be entitled to any claim for extra services, additional services or changes in the services without a written agreement with City prior to the performance of such services.

Section 2. Term of Agreement

The term of this Agreement shall begin on the last date of execution hereof (the “Effective Date”) and shall continue until Professional completes the services required herein and the City has accepted the same, unless sooner terminated as provided in this Agreement.

Section 3. Professional’s Obligations

(a) Performance of Services. Professional shall furnish and pay for all labor, tools, software, materials, equipment, supplies, transportation and management necessary to perform the services. To the extent reasonably necessary, Professional may engage the services of any agents, assistants, or other persons that Professional may deem proper to assist in the performance of the services under this Agreement; provided, that Professional shall be responsible for all costs related thereto, except as expressly authorized in writing in advance by City.

(b) Site Access. City will endeavor to provide such rights of access on any project site as may be reasonably necessary for Professional to perform any necessary studies, surveys, tests or other required investigations in relation to the services; provided, that City shall have no obligation to (i) provide off-site access, (ii) provide access to private property for which City does not have an existing right to access, nor (ii) incur any costs associated with the access to be provided under this Agreement.

(c) Standard of Care. Professional shall perform the services with the skill and care ordinarily provided by competent professionals practicing in the same or similar locality and under the same or similar

circumstances and professional licenses. Professional shall be responsible for the professional quality, technical accuracy, and the coordination of all services, including all Project Documents, designs, drawings, specifications, plans, reports, presentations and all other services furnished by Professional under this Agreement. Professional shall, without additional compensation, correct or revise any errors or deficiencies in the services. Professional shall further make, without expense to City, such revisions to the Project Documents as may be required to meet the needs of City and which are within the Professional's Scope of Services.

(d) Additional Services. Should City require additional services not included under this Agreement, Professional shall make reasonable effort to provide such additional services in accordance with the fee schedule set forth in Exhibit A, and within the time schedule prescribed by City; and without decreasing the effectiveness of the performance of services required under this Agreement.

(e) No Waiver of City's Rights. Neither City's review, approval, acceptance of, nor payment for any of the services required under this Agreement, shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and Professional shall be and remain liable to City in accordance with applicable law for all damages to City caused by Professional's negligent performance of any of the services furnished under this Agreement.

(f) Independent Contractor. It is understood and agreed by and between the parties that Professional, while performing under this Agreement, is acting independently, and that City assumes no responsibility or liabilities to any third party in connection with Professional's actions. All services to be performed by Professional pursuant to this Agreement shall be in the capacity of an independent contractor, and not as an agent or employee of City. Professional shall supervise the performance of its services and shall be entitled to control the manner and means by which its services are to be performed, subject to the terms of this Agreement. There is no intended third-party beneficiary to this Agreement.

(g) Inspection of Records. Professional grants City and its designees the right to audit, examine or inspect, at City's election, all of Professional's Records (defined below) relating to the performance of services under this Agreement, during the term of the Agreement and any retention period herein. City's audit, examination, or inspection of Professional's Records may be performed by a City designee, which may include its internal auditors or an outside representative engaged by City. Professional agrees to retain Professional's Records for a minimum of four (4) years following termination of the Agreement, unless there is an ongoing dispute under the contract; then, such retention period shall extend until final resolution of the dispute. "Professional's Records" shall include any and all information, materials and data of every kind and character generated in connection with the services under this Agreement. City agrees that it will exercise its right to audit, examine or inspect Professional's Records during regular business hours unless City has provided advance written notice of an alternate time. Professional agrees to allow City and its designees access to all of Professional's Records, Professional's facilities, and the current or former employees of Professional, to the extent deemed reasonably necessary by City or its designee(s), to perform such audit, inspection or examination.

(h) Certification of No Conflicts. Professional hereby warrants to the City that Professional has made full disclosure in writing of any existing or potential conflicts of interest related to Professional's services under this Agreement. In the event that any conflicts of interest arise after the Effective Date of this Agreement, Professional hereby agrees immediately to make full disclosure to the City in writing.

(i) Hazardous Materials. Professional shall report the presence and location of any hazardous materials it notices or which an professional of similar skill and experience should have noticed to the City.

Section 4. Performance Schedule

(a) Time for Performance. Professional shall perform all services as provided for under this Agreement in a proper, efficient, timely, and professional manner in accordance with City's requirements. In the event Professional's performance of this Agreement is delayed or interfered with by acts of the City or others, Professional may request an extension of time in conformance with this Section 4 for the performance of same as hereinafter provided but shall not be entitled to any increase in fee or price, or to damages or additional compensation as a consequence of such delays.

(b) Extensions: Written Request Required. No allowance of any extension of time, for any cause whatever (including an event of Force Majeure as defined herein below), shall be claimed or made to Professional, unless Professional shall have made written request upon City for such extension within forty-eight (48) hours after the cause for such extension occurred, and unless City and Professional have agreed in writing upon the allowance of additional time to be made.

Section 5. Documents

(a) Project Documents. All proposals, reports, studies, surveys, applications, drawings, plans, specifications, data, and other documents, whether in draft form or final form (including any electronic format) prepared by Professional and its employees, consultants, subcontractors, agents, or representatives (collectively referred to in this section as "Professional) for the use and/or benefit of City in connection with this Agreement ("Project Documents"). Professional shall be deemed the authors of their respective component of the Project Documents. Notwithstanding, upon payment by City as required by this Agreement, City shall own, have, keep and retain all rights, title and interest in and to all Project Documents, including all ownership, common law, statutory, and other reserved rights, including copyrights (except copyrights held by the Professional) in and to all Project Documents, whether in draft form or final form, which are produced at City's request and in furtherance of this Agreement. City shall have full authority to authorize any contractor(s), subcontractors, consultants, and material or equipment suppliers to reproduce applicable portions of the Project Documents to and for use in their execution of the services or for any other purpose. Acceptance and approval of the Project Documents by City shall not constitute nor be deemed a release of the responsibility and liability of Professional for the accuracy or competency of its designs, working drawings, specifications, or other documents; nor shall such approval be deemed to be an assumption of such responsibility by City for any defect in the designs, working drawings and specifications, or any other documents prepared by Professional.

(b) Professional's Documents. All previously owned intellectual property of Professional, including but not limited to any computer software (object code and source code), tools, systems, equipment or other information used by Professional or its suppliers in the course of delivering the Services hereunder, and any know-how, methodologies or processes used by Professional to provide the services or protect deliverables to City, including without limitation, all copyrights, trademarks, patents, trade secrets and any other proprietary rights inherent therein and appurtenant thereto ("Professional's Documents"), shall remain the sole and exclusive property of Professional. Notwithstanding, Professional agrees that City shall have the right to access to all such information and City is granted the right to make and retain copies of Professional's Documents. City acknowledges that any reuse of Professional's Documents without specific written verification or adaptation by Professional will be at City's sole risk and without liability or legal exposure to Professional.

(c) Confidential Information. Professional agrees it will notify City in writing if it considers specific information to be confidential or proprietary trade secrets and will use its best efforts to clearly mark all such information as "Confidential" and/or "Proprietary – Trade Secret" at the time it is delivered or made accessible to City. City acknowledges that all such designated information is considered by

Professional to be confidential and the exclusive property of Professional. Notwithstanding the foregoing, Professional acknowledges that this Agreement, and all services performed hereunder, are subject to the legal requirements of the Texas Public Information Act and that City will have no obligation to protect or otherwise limit disclosure of any confidential or proprietary information if Professional has not notified City of such designation in conformance with this section. Professional agrees and covenants to protect any and all proprietary rights of City (or other persons) in any materials provided to Professional by City. Additionally, any materials provided to Professional by City shall not be released to any third party without the consent of City and shall be returned intact to City upon termination or completion of this Agreement if instructed to do so by City. In the event City delivers to Professional any information that has been expressly marked "Confidential" or has notified Professional is confidential or is the proprietary information of a third-party, Professional agrees it shall not disclose to anyone directly or indirectly during the term of this Agreement or at any time thereafter, any such information, nor shall it use any such information for any purpose other than as reasonably necessary in connection with Professional's performance of the services under this Agreement. Professional shall further, at its own expense, defend all suits or proceedings instituted against City and pay any award of damages or loss resulting from an injunction, against City, insofar as the same are based on any claim that materials or services provided under this Agreement constitute an infringement of any patent, trade secret, trademark, copyright or other intellectual property rights. Notwithstanding, the foregoing confidentiality obligations shall not extend to and nothing herein shall limit either party's right to disclose any information provided hereunder which: (i) was or becomes generally available to the public, other than as a result of a disclosure by the receiving party or its personnel; (ii) was or becomes available to the receiving party or its representatives on a non-confidential basis, provided that the source of the information is not bound by a confidentiality agreement or otherwise prohibited from transmitting such information by a contractual, legal, or fiduciary duty; (iii) was independently developed by the receiving party without the use of any confidential information of the disclosing party; or (iv) is required to be disclosed by applicable law or a court order.

Section 6. Payment

(a) Compensation. Professional's compensation shall be as specified in the payment schedule set forth in Exhibit A; provided, that the total compensation under this Agreement shall not exceed NINETY-NINE THOUSAND AND SEVENTY DOLLARS (\$99,070.00).

(b) Payment Terms. City agrees to pay Professional for all services authorized in writing and properly performed by Professional in general conformance with the fee schedule set forth in Exhibit A, subject to changes in the Scope of Services or additional services agreed upon in writing. Unless otherwise agreed in writing, all payments to Professional by City shall be based on detailed monthly invoices submitted by Professional for work performed and accepted by City, less any previous payments. Payment will be due within thirty (30) days of the City's receipt and acceptance of an approved invoice. Notwithstanding the foregoing, City reserves the right to delay, without penalty, any payment to Professional when, in the opinion of City, Professional has not made satisfactory progress on the Project as described in the Scope of Services.

(c) Deductions. City may deduct from any amounts due or to become due to Professional any sum or sums owing by Professional to City. In the event of any breach by Professional of any provision or obligation of this Agreement, or in the event of the assertion by other parties of any claim or lien against City, or City's premises, arising out of Professional's performance of this Agreement, City shall have the right to retain out of any payments due or to become due to Professional an amount sufficient to completely protect City from any and all reasonably anticipated loss, damage or expense therefrom, until the breach, claim or lien has been satisfactorily remedied or adjusted by Professional.

Section 7. Default; Force Majeure

(a) Default; Notice to Cure. A party shall be deemed in default under this Agreement if the party is in breach of a material provision of this Agreement and said breach is not cured within fifteen (15) days written notice of default by the other party. In the event the breaching party has notified the other party in writing that it is diligently working to cure the breach and has provided reasonable written evidence in support of the same, the breaching party shall not be deemed in default until the thirtieth (30th) day following the non-breaching party's notice of default.

(b) Default by Professional. In addition to default under Section 7(a) above, Professional shall be in default under this Agreement if Professional fails to comply or becomes disabled and unable to comply with the provisions of this Agreement related to Professional's performance of the services, including the quality or character of the services or time of performance for any material component of the services. If such default is not corrected within ten (10) days from the date of City's written notice to Professional regarding the same, City may, at its sole discretion without prejudice to any other right or remedy:

- (i) Terminate this Agreement and be relieved of the payment of any further consideration to Professional except for all services determined by City to be satisfactorily completed prior to termination. Payment for work satisfactorily completed shall be for actual costs, including reasonable salaries and travel expenses of Professional to and from meetings called by City at which Professional is required to attend, but shall not include any loss of profit of Professional. In the event of such termination, City may proceed to complete the services in any manner deemed proper by City, either by the use of its own forces or by re-subletting to others; or
- (ii) City may, without terminating this Agreement or taking over the services, furnish the necessary labor, materials, equipment, supplies and/or assistance necessary to remedy the situation, at the expense of Professional.

(c) Force Majeure. To the extent either party of this Agreement shall be wholly or partially prevented from the performance of any obligation or duty placed on such party by reason of or through stoppage of labor, riot, fire, flood, acts of war, insurrection, court judgment, or a government restriction, quarantine or mandatory closure order enacted in response to a pandemic or other public health crises, or other specific cause reasonably beyond the party's control and not attributable to its malfeasance, neglect or nonfeasance (each an event of "Force Majeure"), the time for performance of such obligation (other than a payment obligation) may be extended for a period equal to the time lost by reason such event, provided, that the party complies with the provisions of this section. Specifically, the party asserting Force Majeure (i) shall give prompt notice to the other party of the prevention of performance as soon as the asserting party is reasonably aware of such prevention, and (ii) has the burden of demonstrating: (1) how and why their performance was so prevented, (2) the period of time during which they were so prevented from performing (which under the facts may be equal to, or shorter or longer than, the duration of the Force Majeure event itself), and (3) that the party used commercially reasonable efforts to mitigate and/or eliminate such prevention and resumed performance under this Agreement as soon as reasonably practicable.

Section 8. Termination; Suspension

(a) Termination Upon Default. Either party may terminate this Agreement upon written notice if the other party is in default of this Agreement, subject to the defaulting party's right to cure in conformance with the terms of this Agreement.

(b) Termination by City. City shall be entitled to terminate this Agreement, with or without cause, by providing thirty (30) days prior written notice to Professional.

(c) Termination Following Request for Modification. Should City require a modification of this Agreement with Professional, and in the event City and Professional fail to agree upon a modification to this Agreement, City shall have the option of terminating this Agreement and Professional's services hereunder at no additional cost other than the payment to Professional, in accordance with the terms of this Agreement, for the services reasonably determined by City to be properly performed by Professional prior to such termination date.

(d) Suspension. City reserves the right to suspend this Agreement for the convenience of City by issuing a written notice of suspension which shall describe City's reason(s) for the suspension and the expected duration of the suspension. Such expected duration shall, in no way, guarantee what the total number of days of suspension shall occur. Such suspension shall take effect immediately upon Professional's receipt of said notice. Should such suspension extend past the expected duration identified by City in its latest notice of suspension, Professional shall have the right to terminate this Agreement if (i) Professional provides not less than thirty (30) days prior written notice to City requesting to recommence the services, and (ii) City does not recommence the services within the time requested.

Section 9. Insurance

Professional shall during the term hereof maintain in full force and effect all policies of insurance reasonably required by City. Professional's obligation to provide acceptable certificates of insurance is a material condition precedent to this Agreement, and services under this Agreement shall not commence until certificates of insurance have been received, reviewed, and accepted by City. The minimum coverages and limits of liability for the policies of insurance required for the specific services under this Agreement are maintained by and accessible through the City's purchasing department.

Section 10. Indemnification; Notice.

CITY SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE, OR INJURY OF ANY KIND OR CHARACTER TO ANY PERSON OR PROPERTY ARISING FROM THE SERVICES OF PROFESSIONAL PURSUANT TO THIS AGREEMENT. PROFESSIONAL HEREBY WAIVES ALL CLAIMS AGAINST CITY, ITS OFFICERS, AGENTS AND EMPLOYEES (COLLECTIVELY REFERRED TO IN THIS SECTION AS "CITY INDEMNITEES") FOR DAMAGE TO ANY PROPERTY OR INJURY TO, OR DEATH OF, ANY PERSON ARISING AT ANY TIME AND FROM ANY CAUSE OTHER THAN THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE CITY INDEMNITEES. PROFESSIONAL AGREES TO INDEMNIFY, DEFEND, AND SAVE HARMLESS THE CITY INDEMNITEES FROM AND AGAINST ANY AND ALL LIABILITIES, DAMAGES, CLAIMS, SUITS, COSTS (INCLUDING COURT COSTS, REASONABLE ATTORNEYS' FEES AND COSTS OF INVESTIGATION) AND ACTIONS OF ANY KIND BY REASON OF INJURY TO OR DEATH OF ANY PERSON OR DAMAGE TO OR LOSS OF PROPERTY TO THE EXTENT CAUSED BY THE NEGLIGENT PERFORMANCE OF SERVICES UNDER THIS AGREEMENT OR BY REASON OF ANY NEGLIGENT ACT OR OMISSION ON THE PART OF PROFESSIONAL, ITS OFFICERS, DIRECTORS, MANAGERS, EMPLOYEES, CONTRACTORS, SERVANTS, REPRESENTATIVES, CONSULTANTS, LICENSEES, SUCCESSORS OR PERMITTED ASSIGNS (EXCEPT WHEN SUCH LIABILITY, CLAIMS, SUITS, COSTS, INJURIES, DEATHS OR DAMAGES ARISE FROM OR ARE ATTRIBUTED TO THE GROSS NEGLIGENCE OR WILFUL MISCONDUCT OF A CITY INDEMNITEE, IN WHOLE OR IN PART, IN WHICH CASE PROFESSIONAL SHALL INDEMNIFY THE CITY INDEMNITEES TO THE EXTENT OR PROPORTION OF NEGLIGENCE

ATTRIBUTED TO PROFESSIONAL, ITS OFFICERS, AGENTS, OR EMPLOYEES AS DETERMINED BY A COURT OR OTHER FORUM OF COMPETENT JURISDICTION).

Notices of Claim. Professional shall promptly advise City in writing of any claim or demand against the City, related to or arising out of Professional's acts or omissions under this Agreement and shall see to the investigation and defense of such claims or demand at Professional's sole cost and expense; provided, that City, at its option and at its own expense, may participate in such defense without relieving Professional of any of its obligations hereunder. Professional's obligations under this section shall not be limited to the limits of coverage of insurance maintained or required to be maintained under this Agreement.

THE PROVISIONS OF THIS SECTION SHALL SURVIVE EXPIRATION OR TERMINATION OF THIS AGREEMENT FOR A PERIOD OF FOUR (4) YEARS.

Section 11. Notice.

All notices required by this Agreement shall be in writing and addressed to the parties at the addresses set forth on the signature page(s) of this Agreement (or to such other address that may be designated by the receiving party from time to time in accordance with this section). All notices shall be delivered by (a) personal delivery, (b) certified or registered mail (in each case, return receipt requested, postage prepaid), (c) nationally recognized overnight courier (with all fees pre-paid), or (d) email of a pdf document containing the required notice. Such notice or document shall be deemed to be delivered or given, whether actually received or not, (i) when received if delivered or given in person, (ii) if sent by United States mail, three (3) business days after being deposited in the United States mail as set forth above, (iii) on the next business day after the day the notice or document is provided to a nationally recognized carrier to be delivered as set forth above, or (iv) if sent by email, the next business day. A confirmation of delivery report which reflects the time that the email was delivered to the recipient's last notified email address is prima facie evidence of its receipt by the recipient, unless the sender receives a delivery failure notification, indicating that the email has not been delivered to the recipient.

Section 12. Verifications by Professional

Professional's execution of this Agreement shall serve as its formal acknowledgement and written verification that:

(a) if the requirements of Subchapter J, Chapter 552, Government Code, apply to this Agreement and Professional agrees that the Agreement can be terminated if Professional knowingly or intentionally fails to comply with a requirement of that subchapter;

(b) pursuant to Texas Government Code Chapter 2270, that Professional's organization does not presently boycott Israel and will not boycott Israel during the term of this Agreement; and

(c) pursuant to Texas Government Code Chapter 2251, that Professional's organization does not current discriminate against firearm and ammunition industries and will not for the term of the contract. Discriminating means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with the firearm or ammunition industry or with a person or entity doing business in the firearm or ammunition industry, but does not include an action made for ordinary business purposes.

Section 13. Miscellaneous

(a) Professional shall not assign or sublet this Agreement, in whole or in part, without the prior written consent of City. (b) Professional shall comply with all federal, state, county, and municipal laws, ordinances, resolutions, regulations, rules, and orders applicable to the services under this Agreement. (c) The laws of the State of Texas shall govern this Agreement; and venue for any action concerning this Agreement shall be in the state district courts of Dallas County, Texas. The parties agree to submit to the personal and subject matter jurisdiction of said courts. (d) This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and there are no oral understandings, statements or stipulations bearing upon the meaning or effect of this Agreement which have not been incorporated herein. (e) The exhibits attached hereto, if any, are incorporated herein and made a part hereof for all purposes. (f) Unless expressly provided otherwise herein, this Agreement may only be modified, amended, supplemented or waived by a mutual written agreement of the parties. (g) In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it. (h) Any of the representations and obligations of the parties, as well as any rights and benefits of the parties pertaining to a period of time following the termination of this Agreement shall survive termination. (i) This Agreement may be executed by the parties in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of any number of copies hereof each signed by less than all, but together signed by all of the parties. (j) Each party represents that it has full capacity and authority to grant all rights and assume all obligations granted and assumed under this Agreement. (k) Subject to the provisions regarding assignment, this Agreement shall be binding on and inure to the benefit of the parties to it and their respective heirs, executors, administrators, legal representatives, successors and assigns.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK -
SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as of the Effective Date.

For City:
TOWN OF ADDISON, TEXAS

For Professional:
MCKINSTRY ESSENTION, LLC

By: _____
Hamid Khaleghipour
Interim City Manager

By: _____
Brian Ratcliff
Vice President

Date: _____

Date: _____

Notice Address:

Town of Addison
Attn: City Manager
P.O. Box 9010
Town of Addison, Texas 75001

Notice Address:

McKinstry Essention, LLC
Attn: Brian Ratcliff, Vice President
4201 Spring Valley Rd
Farmers Branch, Texas 75244
E: _____

Addison Contract ID:
PSA_ww_November 3, 2022_v1.20220427



Town of Addison

Generator Assessment & Replacement Design/Build Project
Proposal

ADDISON, TX

JULY 29, 2022

FOR THE
LIFE OF
YOUR
BUILDING



Contents

1. COVER LETTER	1
2. FIRM BACKGROUND AND OVERVIEW	2
3. SCOPE OF WORK & FEE SCHEDULE	3
4. TERMS & CONDITIONS	4

CONFIDENTIAL & PROPRIETARY
GENERATOR REPLACEMENT & DESIGN BUILD PROJECT PROPOSAL | CONTENTS



Cover Letter



South Region

4201 SPRING VALLEY RD. SUITE 250 • FARMERS BRANCH, TEXAS 75244 • 972.532.4290 • MCKINSTRY.COM

July 29, 2022

Rob Bourestom
Director of General Services
Town of Addison
16801 Westgrove Drive
Addison, TX 75001

RE: Generator Assessment & Replacement Design Build Project Proposal

Dear Mr. Rob Bourestom,

We are both excited and appreciative of the opportunity at the prospect of providing this Generator Assessment and Replacement Design Build Project Proposal to the Town of Addison.

The complete process will be broken down into four phases of work for your review and consideration:

Included

1. Phase 1: Detailed Generator Assessment
2. Phase 2: Planning, Scoping, and Design

Future Phase

3. Phase 3: Scheduling and Procurement
4. Phase 4: Project Management

Our team knows the right practices to keep this project on schedule and within budget while ensuring performance and design intent is met. We will focus on providing a high level of assurance that the building's systems are engineered, installed, and are functioning as designed. This will involve collaboration with the entire project team beginning in the design development phase, extending through the acceptance and close out phases.

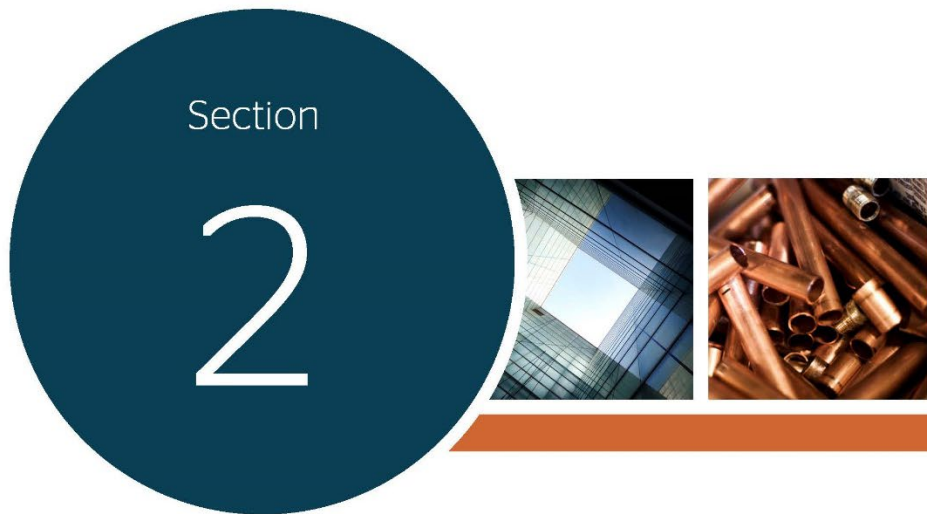
We would like to recommend TIPS (The Interlocal Purchasing System) as a procurement vehicle to eliminate added stress and cost associated with running a government procurement process. TIPS pre-qualifies vendors for specific contracts through an RFQ/P process, thus allowing the government entity to choose the preferred vendor without any additional procurement. McKinstry has several contract awards through this purchasing cooperative and our recommendation would be to file this project under McKinstry's Renewable Energy Services and Solar Solutions Contract #21020302 which, specifically calls out "back-up generation."

We look forward to partnering with The Town of Addison, and we are dedicated to delivery with excellence of your Generator Assessment and Design Build project opportunity. If you have any questions or want to discuss our proposal in more detail, you can reach me at 972.567.3643 or craighaw@mckinstry.com.

Respectfully,

Craig Hawkesworth
McKinstry Essention, LLC

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GENERATOR ASSESSMENT & REPLACEMENT DESIGN/BUILD PROJECT PROPOSAL | 1



Firm Background and Overview

2. Firm Background and Overview

McKinstry Background

For over 60 years, McKinstry has earned a reputation for designing and delivering innovative energy and water efficiency solutions across the United States. Over the last decade, McKinstry performed over \$2.0 billion in energy efficiency construction and consulting projects that were delivered on-time and on budget and reduced energy and water consumption, integrated technologies and systems, and decreased operational costs. We are curious engineers, highly-capable construction professionals and, nimble problem solvers.

In 2009, McKinstry opened our first regional office in Dallas. Our growth in the South Region led us to opening offices in Austin, Houston, and San Antonio, Texas as well as Arkansas, to accommodate our rapidly growing team of over 50 regional engineering and project management experts. Since establishing our South Region presence, McKinstry's South team has entered contracts with over 150 regional clients to provide project management services, energy auditing, sustainability consulting, recommissioning services and/ or turnkey general contracting services for implementation of energy efficiency programs. We are a privately-owned, domestic-only company, with a full suite of services available in our Texas offices. This means no answering to Wall Street stockholders or capital management firms and no expensive international headquarters, research and development costs for products, or large overhead and profit expenses.

Through our growth, we developed a well-earned reputation for collaborative building solutions to ensure occupant comfort, improve systems efficiency, reduce facility operational costs, and optimize resources for a building's entire lifespan. At McKinstry, we take the time to understand your complex and unique needs, and then work to develop a plan that addresses your specific goals. Our consulting process ensures that your personal goals and corporate values are being met throughout every step.

ENGINEERING REVIEW AND RECOMMENDATIONS

Our energy engineering staff is 460 members strong and includes 60 Professional Engineers and 79 LEED®- Accredited Professionals. Our engineering staff has a unique position in the industry as a 60-year-old full-service design, build, operate, and maintain company, which has substantially increased our engineering knowledge capital. Our engineers have access to trades people and construction professionals that allows for a blend of strong engineering with real world construction. We possess the unique in-house capability to review existing designs and make recommendations for improvements.



CONSTRUCTION MANAGEMENT

We assign a dedicated team to deliver all our projects, led by a construction manager. Our construction managers have significant experience and are well versed in the technical tools and planning processes needed to successfully implement construction projects. The construction managers do the following for all projects:

SCHEDULING & PLAN DEVELOPMENT

After a project is approved, McKinstry's first step is to finalize a detailed schedule and work plan. Many of these details have been discussed during project development. The scheduling and work planning process takes into consideration this information, adds significantly more detail based on the Town's input and direction, and crystallizes the information so a clear path can be followed. All our construction managers utilize industry-standard scheduling tools (i.e., Microsoft Project) to formulate schedules. In addition, McKinstry develops a construction work plan that details the major construction tasks and includes information such as the required



CONFIDENTIAL & PROPRIETARY
GENERATOR REPLACEMENT & DESIGN/BUILD PROJECT PROPOSAL | 2

2. Firm Background and Overview

completion date for each task, task status, responsible party, potential risks, and proactive measures taken to mitigate and minimize possible risks.

SAFETY

McKinstry focuses on jobsite and company safety and has enjoyed excellent safety ratings for over 10 years. As a people-first company, safety is taken very seriously. We have a full-time safety team dedicated to preventing loss and maintaining a safe and healthy work environment. Our safety policies are tested and evaluated by each of our departments and we expect full implementation of our safety program by all employees at all levels.



McKinstry's commissioning experience, by the numbers:

800+
BUILDINGS

150+
MILLION
SQUARE FEET

65+
DEDICATED Cx STAFF

100+
LEED® PROJECTS
COMMISSIONED

COMMISSIONING QUALIFICATIONS AND EXPERIENCE

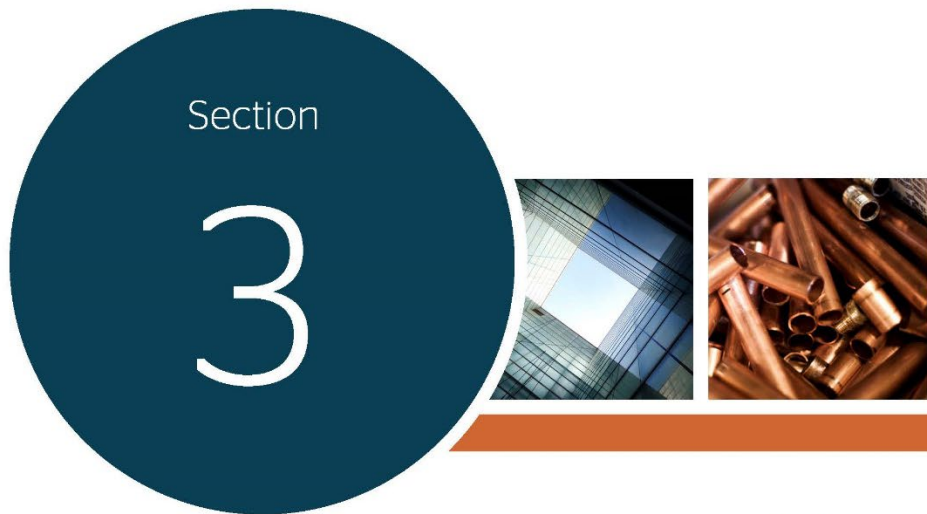
In addition to the services proposed herein, McKinstry would like to further discuss our ability to provide commissioning services for the City of Carrollton's construction projects as an additional offering. Buildings that are properly commissioned typically have fewer change orders, tend to be more energy efficient, and have lower operation and maintenance cost. On average commissioning services have a payback of <2 years.

McKinstry has commissioned well over 800 buildings—in excess of 100 million square feet—since it began offering formal Cx services 25+ years ago. The company's Cx experience ranges from basic unitary packaged HVAC equipment to large central steam and chilled water plants to laboratory HVAC and pressurization control systems. This also includes security, electrical, indoor air quality, emergency power, building envelope, lighting, fire alarm detection/monitoring, and numerous other technical building systems.

Our extensive Cx experience encompasses both new construction/renovations and existing buildings. This gives us insight into how systems operate when they are new and how they are integrated into actual building operations and maintenance over the long term.



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GENERATOR REPLACEMENT & DESIGN/BUILD PROJECT PROPOSAL | 3



Scope of Work & Fee Schedule

3. Project Management Scope of Work & Fee Schedule

OVERVIEW

The Town of Addison seeks to achieve optimal outcome from a Generator assessment for a planned Generator replacement project, including but, not limited to load demand strategies to maximizing energy and operational cost savings, minimizing ongoing maintenance, and achieving on-budget and on-time implementation at the Town of Addison Police Department and Fire Station #1.

SCOPE OF SERVICES

PHASE 1 SCOPE OF WORK FOR POWER SYSTEM ANALYSIS SERVICES

- McKinstry will perform an evaluation of the generator units located at the Police Department and Fire Station #1. The scope covered in detail below is for gathering data onsite, evaluation of utility electrical data provided to McKinstry from the Town of Addison for each site, reviewing data and feedback from facility personnel/building owners, and providing a report to list site by site, the current generation capability versus current facility estimated load, and the required generation capability to accept full facility estimated load. No equipment or electrical distribution gear will be accessed with exposed electrical conductors or shut down during this evaluation. As such, no energized work will be conducted, nor any physical electrical tests will be conducted on the energized system by McKinstry. For safety purposes and to avoid disruption of service, the assessment will be based on visual analysis, available data, personnel interviews, document reviews, and other non-invasive techniques.

Generator and Power System Assessment

- Perform assessment of generator sizing based on current generator nameplate data.
- Perform assessment of electrical system switchgear and/or switchboard ratings, auto transfer switch rating and type, system design layout and topology.
- Perform assessment of any critical loads, identified to McKinstry by Town of Addison personnel or building managers for load size and type.
- Utilizing installed on-site electrical distribution gear mounted power meters (if available or BAS): take voltage, current, load (kW and KVA), and power factor readings to analyze online load.
- The assessment path covering above scope will span from the generator to the auto/manual-transfer switches, and to the point of interconnect to main distribution.

Interview Facility / Building Personnel

- Interview Town of Addison facility personnel involved with operations of generators and the electrical system for additional data gathering, utility electrical data, and discuss sequence of operations, issues



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3. Project Management Scope of Work & Fee Schedule

or problems in operation, types of load, and current maintenance and testing frequency being performed on existing generation.

Utility Data Analysis

- Analyze utility power consumption and demand data, received from Town of Addison to McKinstry and evaluate versus current generator capability.

Generator Assessment Report

- Provide report to cover:
 - Listing of all currently installed by facility and location:
 - Generation kW/kVA rating, breaker size, fuel type, and specifications.
 - Auto transfer switch sizing, type, and specifications.
 - Main distribution gear ratings and sizing.
 - Critical / UPS Loads identified by Town of Addison. (if applicable).
 - GAP Analysis of current generation kW capability versus required generation kW to support 100% of building load in reference to nameplate ratings, utility power consumption and demand data, and onsite metering data (if available).
 - General Budgetary Cost Analysis, per building, in terms of \$/kW, to procure & install the required generator to accept full building load under a utility power outage.

PHASE 2 SCOPE OF WORK FOR PLANNING, SCOPING AND DESIGN

- Scoping for design/build delivery including but not limited to:
 - Recommendations for implementation and priority order of the installation of the new generators,
 - Recommendation of controls to ensure futureproofing to the best of our ability to allow for trending, monitoring and future load shed.
 - Recommendation for generator commissioning plan to ensure new installations are producing quality electricity at all operation loads.
- Design phase to include:
 - Full design of the generator installation electrical package. This includes, but not limited to the following:



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GENERATOR REPLACEMENT & DESIGN BUILD PROJECT PROPOSAL | 4

3. Project Management Scope of Work & Fee Schedule

- Develop electrical one line of electrical system from generator and utility down to first distribution transformer to provide insight to current system design and layout of each facilities electrical system.
- Arc Flash Analysis of each facility (if required).
- Gas piping and pressure analysis to determine if current infrastructure is capable of supporting the new generator load. If needed, design of new gas line to ensure proper loading.
- Creation of the permit set for bidding and permitting purposes.
- Planning phase to include:
 - Full detailed project schedule including critical path items and identification of major shutdowns and utility interruptions.
 - Identify long lead time items and line up those for immediate procurement once the Town approves.

POSSIBLE ADDITIONAL SCOPE – NEXT STAGES (NIC/TBD)

- Option for power quality analysis and trending to gauge actual building load profile, demand load and power quality analysis can be performed if requested for additional scope and cost.
- Other services may include maintenance and operations, demand load scheduling.
- Scheduling and procurement:
 - Build full detailed schedule based on approval dates, installation durations and material lead times at the time of contract
 - Work with Town personnel to ensure that the work is being done with little to no disruption. Scheduling these buildings will be difficult as they operate 24/7 so care will need to be taken to ensure a seamless delivery.
 - Develop detailed RFPs, bid out and subcontract / procure all trades and materials to complete a turn-key installation
- Project management
 - Manage all aspects of the installation from start to finish. This includes all pay requests, submittal and RFI management, issue tracking and all close outs



3. Project Management Scope of Work & Fee Schedule

- Manage subcontractor QA/QC.
- Provide complete O&M close out manual with full 1-year parts and labor warranty with additional manufacturer's warranty.
- Provide full owner training and commissioning per plan drawn up in the scoping phase.

Systems & Equipment Included in this Assessment

- Generator
- Auto Transfer Switch
- Main Distribution Gear for Generator and Utility
- Owner identified downstream critical loads, e.g. UPS, battery backups, etc.

Assumptions

- Readiness for assessment: 1 single trip is provided per station, and upon arrival, all electrical gear mentioned above shall be accessible by McKinstry personnel.
- Work will be executed during normal business hours (7am – 4pm, M-F).

Timeline and Staffing

- McKinstry will initiate this scope of work immediately upon proposal acceptance.

Exclusions

- Systems and trips beyond quantity of one (1) per facility.
- No electrical testing or power quality analysis will be conducted.
- Implementation of recommended actions or improvements.

Excluded services, re-commissioning, and other consulting or design build services are available upon request and to be issued under separate proposal/contract.



3. Project Management Scope of Work & Fee Schedule

PRICE PROPOSAL

McKinstry total cost for Phase 1 scope is per the table below:

Generator Power System Assessment	
Total Cost	Contract Amount
Phase 1 - Generator Assessment & Detailed Report	\$35,520.00
Phase 2 – Planning, Scoping, and Design	\$63,550.00
Project Total:	\$99,070.00



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GENERATOR REPLACEMENT & DESIGN BUILD PROJECT PROPOSAL | 7