

VULNERABILITY ASSESSMENT - PBS & J - BS&J

Oxford

NO. 753 1/3

ESSEITE

10%



Sue Ellen Fairley

From: FedEx [donotreply@fedex.com]
Sent: Wednesday, December 29, 2004 11:59 AM
To: Sue Ellen Fairley
Subject: [Maybe SPAM] FedEx shipment 790379942240

Our records indicate that the shipment sent from SUE FAIRLEY/TOWN OF ADDISON to JANET PAWLUKIEWICZ/U.S.ENVIRONMENTAL PRO has been delivered. The package was delivered on 12/29/2004 at 10:25 AM and signed for or released by P.SWEENEY.

The ship date of the shipment was 12/28/2004.

The tracking number of this shipment was 790379942240.

FedEx appreciates your business. For more information about FedEx services, please visit our web site at <http://www.fedex.com>

To track the status of this shipment online please use the following:
[http://www.fedex.com/cgi-bin/tracking?tracknumbers=790379942240
&action=track&language=english&cntry_code=us](http://www.fedex.com/cgi-bin/tracking?tracknumbers=790379942240&action=track&language=english&cntry_code=us)

Disclaimer

FedEx has not validated the authenticity of any email address.

November 29, 2004

Mr. James Pierce Jr. ,PE, DEE
Asst. Director of Public Works
Town of Addison
16801 Westgrove Dr.
P.O. Box 9010
Addison, Texas 75001-9010

Subject: Proposed Revisions to Emergency Response Plan

Dear Mr. Pierce:

Attached are our proposed revisions to the Annexes of the Town of Addison's Emergency Response Plan (ERP) that apply to its water system. Since we provided you with a draft of these recommendations previously, we have used red to highlight some recommendations that we have made subsequent to that draft. Please review these recommendations and inform me of their acceptability.

When these proposed changes to the ERP are finalized, the actual plan will need to be revised. We did not have the electronic file of the ERP annexes, so our recommendations are not set up within the text of the ERP. You may want to have those revisions made by Town personnel; however, just let me know if you want PBS&J to do this. As in the case of the Vulnerability Assessment, only the certification, not the actually revised ERP, must be sent to EPA.

There are a few recommendations that we offer to you that we believe will take further consideration by the Town and, therefore, did not include them in the attached recommendations. In "Annex L, Utilities", the designation of a lead person in charge of the Town's utilities is not clear. We suggest that one position be designated as the person in charge of the Town's Water System emergency activities and that an alternate also be named. It is my experience with emergency situations that the more definitely everything has been planned ahead of time, the more effectively these plans can be implemented. It is up to the Town to decide which positions these should be. If you concur and can name those positions, that information could be included in this change.

Secondly, we recommend that the Town seriously consider an additional emergency connection to a water system other than the City of Dallas. The

water system of the City of Dallas is the most likely target of terrorists. The attached recommendations attempt to direct quick action to separate Addison from Dallas when contamination of the Dallas water is suspected or known. In such a case, it would be best to have an emergency connection to a neighboring system that would only be used in such an extreme situation. Since this is no small undertaking, we do not expect it to be included in this change, but hopefully it can in the future.

One last suggestion concerns additional preparation that can take place beyond what is printed in the ERP. An example is our recommendation that notices be prepared ahead of time about restricted use of water. Another example would be to have "action plans" prepared that are very short, but very specific, steps for various people or crews to take in an emergency. Thinking these things out ahead of time, as much as that is possible, really helps when things get "frantic". A good guide for the preparation of such items is the Emergency Response Plan Guidance for Small and Medium Community Water Systems that can be found on http://cfpub.epa.gov/safewater/watersecurity/home.cfm?program_id=8, along with other helpful tools.

We stand ready to adjust these recommendations according to the results of your review. We realize that time is of the essence and will make any adjustments immediately.

Sincerely,

Clarence Daugherty, P.E.
Municipal Services Manager

Encl.

ANNEX X, INFORMATION TECHNOLOGY

IV. SITUATION & ASSUMPTIONS

A. Situation

Add

"5. The water system is highly dependent on its 'supervisory control and data acquisition' (SCADA) system, which consists of computer and telecommunications systems that monitor and control the water pumping, storage and distribution. Natural disasters and acts of terrorism may have an adverse impact on these systems and, consequently, on the Town's ability to provide water."

V. CONCEPT OF OPERATIONS

B. Protective Action Recommendations

Add the following at the end of the existing paragraph:

"...personnel. The Town of Addison has assessed the vulnerability of the water system's SCADA system to damage and/or terrorist manipulation and will regularly update this assessment and implement measures designed to lessen the likelihood of the damage or manipulation during disasters or attack.

D. Activities by Phases of Emergency Management

1. Mitigation

Add

"d. Implement the recommendations of the Water System Vulnerability Assessment that apply to the SCADA system."

3. Response

b. *Add the following sentence after the existing sentence.*

" Report immediately to the Utility Department if and when the SCADA system, or any part of it are not operational so that manual operation of the water system can be implemented."

4. Recovery

Add

"e. Coordinate with the Utility Department when returning the water system to automated operation so that orderly conversion can be made."

"4) Conversely, if the City of Dallas water system is not contaminated, determine if any, and which, emergency connections to the Dallas system would assist in providing water to the Addison water distribution system. In the case that the Town of Addison pumps cannot be operated, obtain permission from the City of Dallas and open the valves of the selected emergency connections."

The current 2) and 3) become the new 4) and 5). Insert the following as the new 6) and re-number the last bullet:

"6) Contact the contracted testing laboratory as needed to test water for contamination."

VIII. READINESS LEVELS

C. Readiness Level 2 – High Readiness

Add the following as an introduction to this chapter:

"Monitor the Homeland Security Advisory System for threat condition levels and relate those levels to this Emergency Response Plan."

1. e) *Add the following to the end of the sentence:*

"... operations, including the testing laboratory under contract for testing the water for contamination."

Appendix 1 to Annex L, LOCAL UTILITY INFORMATION

Update the name, etc. for the natural gas utility.

for use by key personnel when emergencies occur. Place duplicate folders/files in a second location for access in the case that the primary location is destroyed or otherwise inaccessible."

- "9) Establish a procedure for employees who hear of a disaster to report to a pre-determined assembly point as well as an alternative assembly point in the case that communications are limited, preventing the employee from being contacted and given instructions."
- "10) Establish as many levels of communications systems as possible to allow communication in the case that the primary communication systems are disabled. Make provisions for use of land-line telephones, cellular telephones, two-way radios, short-distance commercial walkie-talkies, etc."
- "11) Identify and make arrangements for use of an alternative water supply (ponds, lakes, other cities) for fire-fighting use in such case that water is not available from the distribution system."
- "12) Identify (and continually update) companies who can provide bottled water and make prior arrangements for supply of such water in the case that water from the distribution system is not available."
- "13) Prepare written announcements for the several levels of restriction on water so that copies can be made and distributed and the text can be read over the telephone when necessary. The levels include "Boil Water", "Do not drink the water" and "Do not use the water".

3. Response

- b) 1) *Add the following sentence after the first sentence in this paragraph:* "Post representatives of the utility and of the police at all water storage tanks and establish a secure perimeter when there is a reason to suspect the possibility of someone contaminating the water supply by adding agents to the water in the storage tanks. Staff pump stations with utility personnel prepared to control the pumps manually when there is a high potential of sabotage or of power outage."

Insert the following new 2), 3) and 4) after the current 1):

- "2) When there is a reason to suspect that the water system has been contaminated, use whatever public communication system is available to warn the public to not use the water"
- "3) If there is any suspicion that the City of Dallas water system has been contaminated, turn off all valves from the City of Dallas system and check the emergency connections to make sure that the valves are off."

"4) Determine whether any, and which, emergency connections to the City of Dallas system would assist in providing water to the Addison water distribution system. Obtain permission from the City of Dallas and open the valves of the selected emergency connections.

b) Electrical or Natural Gas Outage

Revise #1) to read as follows:

"1) Either install permanent emergency generators or establish ongoing arrangements for the immediate delivery of emergency generators to power water pumping stations, water treatment facilities, sewage lift stations, sewage treatment facilities, fueling facilities, and other critical sites. See Appendix 3 to this annex."

d) General

Revise #1) by adding the following sentence after the first sentence:

"1) ...undamaged. In the case of the water distribution system, turn off the appropriate valves immediately upon learning of the damaged system to prevent contamination."

H. Activities by Phases of Emergency Management:

1. Mitigation

b) Revise # 1) to read as follows:

"1) The Town of Addison has assessed the vulnerability of the water system to damage, destruction, contamination and loss of operation and will regularly update this assessment and implement measures designed to lessen any vulnerabilities.

2. Preparedness

Section "c)" is mis-labeled – it should be "b)".

b) Utilities owned and operated by the Town of Addison. Utility officials should:

Add:

"7) Contract with a local laboratory capable of immediate response to be available to perform the necessary tests to determine whether or not the water in the water distribution system has been contaminated."

"8) Place and continually update distribution system maps, plan drawings and site plans of pump stations and storage tank sites, locations of Dallas Water Utilities emergency connections/meters and operation manuals in folders or files that are readily available

ANNEX L, UTILITIES

IV. SITUATION & ASSUMPTIONS

A. Situation

3. b) *add "Town of Addison" to list of utilities for water/wastewater*
3. d) *update the name of the gas company to the new provider (probably Atmos)*

B. Assumptions

Add a new # 1 and re-number remaining bullets:

- "1. The Town of Addison has assessed the vulnerability of the water system to damage and/or destruction and will regularly update this assessment and implement measures designed to lessen the likelihood of damage during disasters or attack."

V. CONCEPT OF OPERATIONS

Section "C", Facilitating Utility Response" is mis-labeled as Section "B", and #1 under this section is mis-labeled "3".

A. General

Add a new #1 and re-number all the subsequent paragraphs:

- "1. The Town of Addison has assessed the vulnerability of the water operations to loss of service due to disaster or attack and will regularly assess the system's vulnerability and implement changes that decrease the likelihood of loss of service as well as improve the ease of recovery of service when service is lost."

B. Local Government Response to a Utility Outage

1. a) Water or Sewer Outage

Add a new #1 and re-number subsequent bullets:

- "1) Immediately upon learning of a water system failure – either loss of power or damage to system – close the valves to the elevated storage tank and the two ground storage tanks (Celestial and Surveyor) and determine whether there has been any contamination of the water in those tanks."

Add a #4 with the following sentence – the current #3 will be new #5

ANNEX K, PUBLIC WORKS AND ENGINEERING

V. CONCEPT OF OPERATIONS

H. Activities by Phases of Emergency Management:

2. Preparedness

Add:

"l. Establish a procedure for employees who hear of a disaster to report to a pre-determined assembly point as well as an alternative assembly point in the case that communications are limited, preventing the employee from being contacted and given instructions."

"m. Establish as many levels of communications systems as possible to allow communication in the case that the primary communication systems are disabled. Make provisions for use of land-line telephones, cellular telephones, two-way radios, short-distance commercial walkie-talkies, etc."

VIII. READINESS LEVELS

Add the following as an introduction to this chapter:

"Monitor the Homeland Security Advisory System for threat condition levels and relate those levels to this Emergency Response Plan."



December 17, 2004
 Project No: 520492.00
 Invoice No: 0239598

Town of Addison
 Attn: Jim Pierce
 PO Box 9010
 Addison TX 75001-9010

*OK to pay
 Jim Pierce
 12-27-04*

Project: 520492.00 Water System Vulnerability Assessment

Professional Services: November 1, 2004 through November 30, 2004

Task: 02 Ph II - Emergency Response Plan Update

Professional Personnel

	Hours	Rate	Amount	
Sr. Engineering Staff				
Daugherty, Clarence	16.50	76.92	1,269.18	
Totals	16.50		1,269.18	
Total Labor		2.5 times	1,269.18	3,172.95

Unit Billing

In House Delivery 00-10 Miles				
11/30/04	Town of Addison/letter+attacj		10.00	
	Total Units	1.1 times	10.00	11.00

Billing Limits

	Current	Prior	To-date	
Total Billings	3,183.95	196.43	3,380.38	
Limit			3,500.00	
Remaining			119.62	
			Total this task	\$3,183.95

Total this invoice \$3,183.95

Billings to date

	Current	Prior	Total
Labor	3,172.95	17,247.04	20,419.99
Consultant	0.00	8,868.61	8,868.61
Expense	0.00	548.74	548.74
Unit	11.00	213.40	224.40
Totals	3,183.95	26,877.79	30,061.74

From: Origin ID: (972)450-2871
 SUE FAIRLEY
 TOWN OF ADDISON
 16801 WESTGROVE



ADDISON, TX 75001

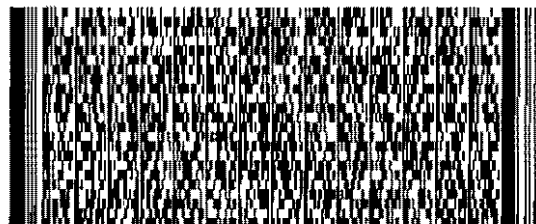
Ship Date: 27DEC04
 Actual Wgt: 1 LB
 System#: 8071800/INET2000
 Account#: S *****

REF:



Delivery Address Bar Code

SHIP TO: (202)566-1729 BILL SENDER
JANET PAWLUKIEWICZ
U.S. ENVIRONMENTAL PROTECTION AGENCY
WATER RESOURCE CTR (WSD-RAR)
ROOM 1119 EPA W BLDG, 1301 CONSTITU
WASHINGTON, DC 20004



PRIORITY OVERNIGHT

TUE

Deliver By:
 28DEC04

TRK# 7928 1021 8066 FORM 0201

IAD A1

20004 -DC-US

NJ NHKA



Shipping Label: Your shipment is complete

1. Use the 'Print' feature from your browser to send this page to your laser or inkjet printer.
2. Fold the printed page along the horizontal line.
3. Place label in shipping pouch and affix it to your shipment so that the barcode portion of the label can be read and scanned.

Warning: Use only the printed original label for shipping. Using a photocopy of this label for shipping purposes is fraudulent and could result in additional billing charges, along with the cancellation of your FedEx account number.

Use of this system constitutes your agreement to the service conditions in the current FedEx Service Guide, available on fedex.com. FedEx will not be responsible for any claim in excess of \$100 per package, whether the result of loss, damage, delay, non-delivery, misdelivery, or misinformation, unless you declare a higher value, pay an additional charge, document your actual loss and file a timely claim. Limitations found in the current FedEx Service Guide apply. Your right to recover from FedEx for any loss, including intrinsic value of the package, loss of sales, income interest, profit, attorney's fees, costs, and other forms of damage whether direct, incidental, consequential, or special is limited to the greater of \$100 or the authorized declared value. Recovery cannot exceed actual documented loss. Maximum for items of extraordinary value is \$500, e.g. jewelry, precious metals, negotiable instruments and other items listed in our Service Guide. Written claims must be filed within strict time limits, see current FedEx Service Guide.

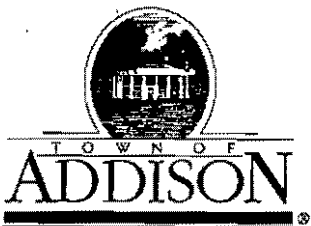
7 Easy Steps to Submitting your Emergency Response Plan (ERP) Certification

- ✓ 1. **Use the Standardized ERP Certification Form** – Use the standardized ERP certification form found in Appendix 4 of the Instructions to Assist Community Water Systems in Complying with the Public Health Security and Bioterrorism Preparedness and Response Act of 2002. The standardized form is easy to use and includes all the appropriate certification language and blanks for required information. Note that this standardized form is a guide and is not specifically required for ERP certification but it contains everything you need to make your ERP certification.
*Certain vulnerability assessment and emergency response plan tools generate their own certification forms. These forms are accepted by EPA.
- ✓ 2. **Sign the ERP Certification Form** – The owner, manager, Certified Operator, or other Authorized Representative of the water system *must* sign the ERP certification form. The signer should have responsibility over the management and daily operation of the water system as well as knowledge of the water system's emergency response plan. Consultants or others who provided technical assistance to the water system **should not** sign the ERP certification form.
- ✓ 3. **Keep a Photocopy of your ERP Certification** – Keep and securely file a copy of your ERP certification for your records.
- ✓ 4. **Keep your Emergency Response Plan** – EPA does not require a copy of your Emergency Response Plan, only your ERP certification. Please note that you are required by federal law to maintain a copy of your Emergency Response Plan for five years after submitting your ERP certification to EPA.
- 5. **Use Two Envelopes to Maintain Security and Confidentiality when Making your Submission** – Put your original signed ERP certification into an envelope, seal it, and mark it "TO BE OPENED BY JANET PAWLUKIEWICZ ONLY." Put this envelope into a larger *mailing* envelope (this can be the standard shipping envelopes used by express or courier services).
- 6. **Use a Courier and Get a Receipt** – Submit your ERP certification using an express or courier service such as Federal Express, United Parcel Service, Airborne, etc. which can provide tracking information and certification of delivery. Using these services will ensure that the submission is delivered to the persons authorized to receive and process your ERP certification. *EPA does not recommend using regular US Postal Service delivery because the shipment cannot always be tracked during transit. Also, there can be significant delays in postal system deliveries to EPA due to decontamination of mail that may also damage or destroy the submission.*
- 7. **Use the Proper Courier Delivery Address** – Use the following address for express or courier service deliveries of ERP certifications. This location is open for deliveries between 8:30 am and 4:30 pm Eastern Time. Couriers should call the number under the address below before attempting delivery outside of these hours.

**U.S. Environmental Protection Agency
Water Resource Center (WSD-RAR)
Room 1119 EPA West Building
1301 Constitution Avenue, NW
Washington, DC 20004**

Couriers are to use phone number 202-566-1729.

*Note: If you used National Rural Water Association's *Security and Emergency Management System (SEMS)* software tool, the generated form combined both VA and ERP certifications into one certification form. EPA accepts this combined certification form and has credited water systems with receipt of both a VA and ERP certification. You need *not* submit a separate ERP certification if you originally used this SEMS software tool and submitted the combined certification form to EPA.



LETTER OF TRANSMITTAL

Public Works / Engineering
 16801 Westgrove • P.O. Box 9010
 Addison, Texas 75001
 Telephone: (972) 450-2871 • Fax: (972) 450-2837

DATE	12-22-04	JOB NO.
ATTENTION		
RE:	Emergency Response Plan	

TO Janet Pawlukiewicz
US EPA
Washington, D.C.

- GENTLEMAN:**
WE ARE SENDING YOU
- Attached
 - Under separate cover via _____ the following items:
 - Shop Drawings
 - Prints
 - Plans
 - Samples
 - Specifications
 - Copy of letter
 - Change order
 - _____

COPIES	DATE	NO.	DESCRIPTION
1			Certification of Completion of an Emergency Response Plan

- THESE ARE TRANSMITTED as checked below:**
- For approval
 - For your use
 - As requested
 - For review and comment
 - FOR BIDS DUE _____ 19_____
 - Approved as submitted
 - Approved as noted
 - Returned for corrections
 - _____
 - Resubmit _____ copies for approval
 - Submit _____ copies for distribution
 - Return _____ corrected prints
 - PRINTS RETURNED AFTER LOAN TO US

REMARKS _____

COPY TO _____

SIGNED: Jeffrey

If enclosures are not as noted, please notify us at once.

Appendix 4

**CERTIFICATION OF COMPLETION
OF AN EMERGENCY RESPONSE PLAN**

② Public Water System ID number: 0570031

System Name: Town of Addison

City where system is located: Addison, Texas

State: Texas

Printed Name of Person Authorized to Sign
this Certification on Behalf of the System: Jim Pierce, P.E.

Title: Assistant Public Works Director

Address: P.O. Box 9010

City: Addison

State and ZIP Code: Texas 75001-9010

Phone: 972-450-2879 Fax: 972-450-2837 Email: jpierce@ci.addison.tx.us

I certify to the Administrator of the U.S. Environmental Protection Agency that this community water system has completed an Emergency Response Plan that complies with Section 1433(b) of the Safe Drinking Water Act as amended by the Public Health Security and Bioterrorism Preparedness and Response Act of 2002 (Public Law 107-188, Title IV— Drinking Water Security and Safety).

I further certify that this document was prepared under my direction or supervision. I am aware that there are significant penalties for submitting false information (Safe Drinking Water Act (42 U.S.C. 300f *et seq.*)).

The emergency response plan that this community water system completed incorporates the results of the vulnerability assessment completed for the system and includes "plans, procedures, and identification of equipment that can be implemented or utilized in the event of a terrorist or other intentional attack" on this community water system. The emergency response plan also includes "actions, procedures, and identification of equipment which can obviate or significantly lessen the impact of terrorist attacks or other intentional actions on the public health and the safety and supply of drinking water provided to communities and individuals."

This CWS has coordinated, to the extent possible, with existing Local Emergency Planning Committees established under the Emergency Planning and Community Right-to-Know Act (42 U.S.C. 11001 *et seq.*) when preparing this emergency response plan.



Signed: *Jim Pierce* Date: 12-22-04

Primary contact person that EPA can call if there are questions about this Certification:

Name: *Jim Pierce*

Address (if different than that of the Authorized Representative): _____

Phone: _____

Email Address: _____

Alternate Contact Person:

Name: *Noel Padden*

Address (if different than that of the Authorized Representative): _____

Phone: *972-450-7203*

Email Address: *npadden@ci.addison.tx.us*



An employee-owned company

12-15-04
Met with Noel. He will
input the comments into
the Emergency response plan.

November 29, 2004

Mr. James Pierce Jr., PE, DEE
Asst. Director of Public Works
Town of Addison
16801 Westgrove Dr.
P.O. Box 9010
Addison, Texas 75001-9010

Subject: Proposed Revisions to Emergency Response Plan

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ASR
Well

One last suggestion concerns additional preparation that can take place beyond what is printed in the ERP. An example is our recommendation that notices be prepared ahead of time about restricted use of water. Another example would be to have "action plans" prepared that are very short, but very specific, steps for various people or crews to take in an emergency. Thinking these things out ahead of time, as much as that is possible, really helps when things get "frantic". A good guide for the preparation of such items is the Emergency Response Plan Guidance for Small and Medium Community Water Systems that can be found on http://cfpub.epa.gov/safewater/watersecurity/home.cfm?program_id=8, along with other helpful tools.

We stand ready to adjust these recommendations according to the results of your review. We realize that time is of the essence and will make any adjustments immediately.

Sincerely,



Clarence Daugherty, P.E.
Municipal Services Manager

Encl.

ANNEX K, PUBLIC WORKS AND ENGINEERING

V. CONCEPT OF OPERATIONS

H. Activities by Phases of Emergency Management:

2. Preparedness

Add:

- “l. Establish a procedure for employees who hear of a disaster to report to a pre-determined assembly point as well as an alternative assembly point in the case that communications are limited, preventing the employee from being contacted and given instructions.”
- “m. Establish as many levels of communications systems as possible to allow communication in the case that the primary communication systems are disabled. Make provisions for use of land-line telephones, cellular telephones, two-way radios, short-distance commercial walkie-talkies, etc.”

VIII. READINESS LEVELS

Add the following as an introduction to this chapter:

“Monitor the Homeland Security Advisory System for threat condition levels and relate those levels to this Emergency Response Plan.”

ANNEX L, UTILITIES

IV. SITUATION & ASSUMPTIONS

A. Situation

3. b) add “:Town of Addison” to list of utilities for water/wastewater
3. d) update the name of the gas company to the new provider (probably Atmos)

B. Assumptions

Add a new # 1 and re-number remaining bullets:

- “1. The Town of Addison has assessed the vulnerability of the water system to damage and/or destruction and will regularly update this assessment and implement measures designed to lessen the likelihood of damage during disasters or attack.”

V. CONCEPT OF OPERATIONS

Section “C”, *Facilitating Utility Response*” is mis-labeled as Section “B”, and #1 under this section is mis-labeled “3”.

A. General

Add a new #1 and re-number all the subsequent paragraphs:

- “1. The Town of Addison has assessed the vulnerability of the water operations to loss of service due to disaster or attack and will regularly assess the system’s vulnerability and implement changes that decrease the likelihood of loss of service as well as improve the ease of recovery of service when service is lost.”

B. Local Government Response to a Utility Outage

1. a) Water or Sewer Outage

Add a new #1 and re-number subsequent bullets:

- “1) Immediately upon learning of a water system failure – either loss of power or damage to system – close the valves to the elevated storage tank and the two ground storage tanks (Celestial and Surveyor) and determine whether there has been any contamination of the water in those tanks.”

Add a #4 with the following sentence – the current #3 will be new #5

"4) Determine whether any, and which, emergency connections to the City of Dallas system would assist in providing water to the Addison water distribution system. Obtain permission from the City of Dallas and open the valves of the selected emergency connections.

b) Electrical or Natural Gas Outage

Revise #1) to read as follows:

"1) Either install permanent emergency generators or establish ongoing arrangements for the immediate delivery of emergency generators to power water pumping stations, water treatment facilities, sewage lift stations, sewage treatment facilities, fueling facilities, and other critical sites. See Appendix 3 to this annex."

d) General

Revise #1) by adding the following sentence after the first sentence:

"1) ...undamaged. In the case of the water distribution system, turn off the appropriate valves immediately upon learning of the damaged system to prevent contamination."

H. Activities by Phases of Emergency Management:

1. Mitigation

b) *Revise # 1) to read as follows:*

"1) The Town of Addison has assessed the vulnerability of the water system to damage, destruction, contamination and loss of operation and will regularly update this assessment and implement measures designed to lessen any vulnerabilities.

2. Preparedness

Section "c)" is mis-labeled – it should be "b)".

b) Utilities owned and operated by the Town of Addison. Utility officials should:

Add:

"7) Contract with a local laboratory capable of immediate response to be available to perform the necessary tests to determine whether or not the water in the water distribution system has been contaminated."

"8) Place and continually update distribution system maps, plan drawings and site plans of pump stations and storage tank sites, locations of Dallas Water Utilities emergency connections/meters and operation manuals in folders or files that are readily available

for use by key personnel when emergencies occur. Place duplicate folders/files in a second location for access in the case that the primary location is destroyed or otherwise inaccessible."

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- "11) Identify and make arrangements for use of an alternative water supply (ponds, lakes, other cities) for fire-fighting use in such case that water is not available from the distribution system."
- "12) Identify (and continually update) companies who can provide bottled water and make prior arrangements for supply of such water in the case that water from the distribution system is not available."
- "13) Prepare written announcements for the several levels of restriction on water so that copies can be made and distributed and the text can be read over the telephone when necessary. The levels include "Boil Water", "Do not drink the water" and "Do not use the water".

3. Response

- b) 1) *Add the following sentence after the first sentence in this paragraph:* "Post representatives of the utility and of the police at all water storage tanks and establish a secure perimeter when there is a reason to suspect the possibility of someone contaminating the water supply by adding agents to the water in the storage tanks. Staff pump stations with utility personnel prepared to control the pumps manually when there is a high potential of sabotage or of power outage."

Insert the following new 2), 3) and 4) after the current 1):

- "2) When there is a reason to suspect that the water system has been contaminated, use whatever public communication system is available to warn the public to not use the water"
- "3) If there is any suspicion that the City of Dallas water system has been contaminated, turn off all valves from the City of Dallas system and check the emergency connections to make sure that the valves are off."

"4) Conversely, if the City of Dallas water system is not contaminated, determine if any, and which, emergency connections to the Dallas system would assist in providing water to the Addison water distribution system. In the case that the Town of Addison pumps cannot be operated, obtain permission from the City of Dallas and open the valves of the selected emergency connections."

The current 2) and 3) become the new 4) and 5). Insert the following as the new 6) and re-number the last bullet:

"6) Contact the contracted testing laboratory as needed to test water for contamination."

VIII. READINESS LEVELS

C. Readiness Level 2 – High Readiness

Add the following as an introduction to this chapter:

"Monitor the Homeland Security Advisory System for threat condition levels and relate those levels to this Emergency Response Plan."

1. e) *Add the following to the end of the sentence:*

"... operations, including the testing laboratory under contract for testing the water for contamination."

Appendix 1 to Annex L, LOCAL UTILITY INFORMATION

Update the name, etc. for the natural gas utility.

ANNEX X, INFORMATION TECHNOLOGY

IV. SITUATION & ASSUMPTIONS

A. Situation

Add

"5. The water system is highly dependent on its 'supervisory control and data acquisition' (SCADA) system, which consists of computer and telecommunications systems that monitor and control the water pumping, storage and distribution. Natural disasters and acts of terrorism may have an adverse impact on these systems and, consequently, on the Town's ability to provide water."

V. CONCEPT OF OPERATIONS

B. Protective Action Recommendations

Add the following at the end of the existing paragraph:

"...personnel. The Town of Addison has assessed the vulnerability of the water system's SCADA system to damage and/or terrorist manipulation and will regularly update this assessment and implement measures designed to lessen the likelihood of the damage or manipulation during disasters or attack.

D. Activities by Phases of Emergency Management

1. Mitigation

Add

"d. Implement the recommendations of the Water System Vulnerability Assessment that apply to the SCADA system."

3. Response

b. *Add the following sentence after the existing sentence.*

" Report immediately to the Utility Department if and when the SCADA system, or any part of it are not operational so that manual operation of the water system can be implemented."

4. Recovery

Add

"e. Coordinate with the Utility Department when returning the water system to automated operation so that orderly conversion can be made."

Jim Pierce

From: Daugherty, Clarence [CDaugherty@pbsj.com]
Sent: Friday, July 30, 2004 12:48 PM
To: Jim Pierce
Cc: Slovak, Trent J
Subject: Update of Emergency Response Plan

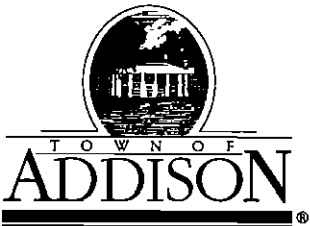
Now that your VA has been submitted, the Town has until December 30 to complete updates to your emergency response plan that reflect the findings of the VA. Our contract with you allowed for us to assist you in updating your ERP. Before the subject gets to "cold" it seems that it would be smart to initiate or at least determine how you plan to make the updates. Please discuss this with the appropriate departments and decided what you think we could do to assist you. Those involved may feel that they have enough info from the VA to prepare the updates themselves. However, if you want us to prepare these updates, we will need to have copies of the pertinent sections of your ERP.

Let me know how we can help you.

Clarence Daugherty, P.E.

Municipal Services Manager
PBS&J
18383 Preston Road, Suite 500
Dallas, Texas 75252
972 818-PBSJ (7275)
888 649-PBSJ
Direct: 972 588-3150

10/7/2004



LETTER OF TRANSMITTAL

Public Works / Engineering
16801 Westgrove • P.O. Box 9010
Addison, Texas 75001
Telephone: (972) 450-2871 • Fax: (972) 450-2837

DATE 10-11-04 JOB NO.
ATTENTION
RE: Vulnerability Assessment
Emergency Response Plan

TO Clarence Danglesty
PBS&J

- GENTLEMAN: WE ARE SENDING YOU
[X] Attached
[] Under separate cover via
[] Shop Drawings [] Prints [] Plans [] Samples [] Specifications
[] Copy of letter [] Change order []

Table with 4 columns: COPIES, DATE, NO., DESCRIPTION. Contains handwritten entries for Annex K, Annex L, Analysis & Recommendations for Modifications to our SEADA System, and Annex X.

- THESE ARE TRANSMITTED as checked below:
[] For approval [] Approved as submitted [] Resubmit copies for approval
[X] For your use [] Approved as noted [] Submit copies for distribution
[] As requested [] Returned for corrections [] Return corrected prints
[] For review and comment []
[] FOR BIDS DUE 19 [] PRINTS RETURNED AFTER LOAN TO US

REMARKS These documents should give you the basis on which to determine what changes are needed to our emergency response plan as a result of the Vulnerability Assessment. Please proceed.

COPY TO

SIGNED: [Signature]

If enclosures are not as noted, please notify us at once.



September 22, 2004
 Project No: 520492.00
 Invoice No: 0231530

Town of Addison
 Attn: Jim Pierce
 PO Box 9010
 Addison TX 75001-9010

Project: 520492.00 Water System Vulnerability Assessment

Professional Services: August 1, 2004 through August 31, 2004

Task: 01 Phase I - Vulnerability Assessment

Professional Personnel

	Hours	Rate	Amount	
Sr. Engineering Staff				
Slovak, Trent	16.00	79.38	1,270.08	
Clerical				
Anderson, Lisa	1.50	24.43	36.65	
Totals	17.50		1,306.73	
Total Labor		2.5 times	1,306.73	3,266.83

Consultants

ASSOCIATE FEES

9/1/04 Ross & Baruzzini, Inc.	44-Sub services 4/25-5/26/04	4,650.00	
Total Consultants	1.1 times	4,650.00	5,115.00

Reimbursable Expense

COURIER SERVICE EXPENSE		27.08	
Total Reimbursables	1.1 times	27.08	29.79

Billing Limits

	Current	Prior	To-date
Total Billings	8,411.62	18,269.74	26,681.36
Limit			27,500.00
Remaining			818.64

Total this task \$8,411.62

Total this invoice \$8,411.62

*OK to pay
 Johnson
 10-2-04*

Billings to date	Current	Prior	Total
Labor	3,266.83	13,980.21	17,247.04

Task: 01 Phase I - Vulnerability Assessment

Consultant	5,115.00	3,753.61	8,868.61
Expense	29.79	518.95	548.74
Unit	0.00	213.40	213.40
Totals	8,411.62	18,466.17	26,877.79

Jim Pierce

From: Mike Murphy
Sent: Tuesday, September 28, 2004 9:25 AM
To: Ron Davis
Cc: Jerry Davis; Jim Pierce
Subject: Cost Breakdown for Vulnerability Assessment

Ron,

Below are estimated costs associated with VA recommendations we have already began process of implementation. Please call with any questions.

Breakdown of estimated VA costs:

Celestial:	Hardware and Software (alarm sys)	\$1,483
	Trenching to Generator (alarm sys)	\$2,500
	Modifications to entrances	\$1,000
Surveyor:	Hardware and Software (alarm sys)	\$ 671
	Trenching for Elec (alarm sys)	\$1,000
	Modifications to entrances	\$1,000
Elevated:	Modifications to Control Panel	\$1,500
	Modifications to entrances	<u>\$1,000</u>
		\$10,154

Computer upgrades will be addressed by IT Department.

Mike

Michael E. Murphy, PE

Director of Public Works

(972) 450-2878 Work

(214) 215-5280 Mobile

(972) 450-2837 Fax

E-Mail: mmurphy@ci.addison.tx.us

Analysis of SCADA Vulnerabilities

ID	Vulnerability	Description	Information Technology Analysis and Solution/s
1	Service Center - Connectivity to the Internet	The Town of Addison Network is connected to the Internet via firewalls. While no intrusion incidents have been reported, nevertheless, the SCADA system is vulnerable to attacks initiated over the Internet using social engineering or other advanced hacking techniques.	<p>Control systems may be accessed as follows:</p> <ol style="list-style-type: none"> 1. Locally 2. Remotely via dial-up 3. Remotely via radio 4. Remotely via network/Internet (currently not implemented) <p>Dial-up is vulnerable to war dialers. Radio is vulnerable to jamming. Network/Internet is vulnerable to hacking.</p> <p>As the Town of Addison's water supply is a mission critical operation, it is essential that redundancies exist to control the SCADA system. This is to protect against failures to one of these control methods.</p> <p>Each redundancy has vulnerability. The most reasonable goals are</p> <ol style="list-style-type: none"> 1. Make reasonable efforts to secure each redundancy against malicious exploitation and provide alternate means of control should one method fail. 2. Make it difficult for a saboteur to gain control of the SCADA system, even if they can disrupt authorized access. <p>Two levels of security. Prevent disruption of authorized access, and prevent unauthorized control of the system.</p> <p>Recommendation: Only reason SCADA system is connected to the network is to have the ability to backup the SCADA system unattended. We will investigate a reasonable solution that not only separates SCADA system from the Town's network but also satisfies the backup requirement.</p> <p>Redundant alarm system, if possible the new and existing alarms could monitor each other, www.sensaphone.com is a possibility? Determine if extra sensors (hardware) are needed or additional triggers need to be set in the software or both?</p> <p>Recommendation: We have ordered the latest upgrade, which address this issue through reconfiguration of the system.</p>
2	Service Center - Alarm Notification / Modem Pool	The Town of Addison Modem Pool is shared among several systems including the SCADA system. While the SCADA dial-in is secured by callback option, the SCADA dial-out paging represents a single point of failure for the entire system. A sophisticated threat source may try to disable the SCADA single paging facility in order to cause maximum damage before being detected.	<p>The Town of Addison SCADA LAN connection is currently secured using different techniques including subnets and phantom IP addresses. Nevertheless,</p>
3	Service Center - LAN Connectivity		<p>investigating IPsec for SCADA systems; possibly VLANs could be implemented? How would the SCADA systems be backed up if they were no longer accessible via our LAN/WAN?</p> <p>Recommendation: We have ordered the latest upgrade, which address this issue through</p>

Analysis of SCADA Vulnerabilities

ID	Vulnerability	Description	Information Technology Analysis and Solution/s reconfiguration of the system
4	Service Center - Radio Link	<p>lack of secured IP communications IPsec, VLAN tunneling and widespread access to the Town of Addison LAN resources by the entire IT staff represents a genuine vulnerability to insider threats.</p> <p>The Radio Link at the Service Center is vulnerable to electronic jamming.</p>	<p>Redundant communication system? Jamming cannot be prevented. The existing system of radio links uses 2.4 GHz frequency-hopping wireless modems. As radio transmissions go, frequency-hopping transmissions are resistant to noise/jamming and are more difficult to intercept. Recommendation: From our point of view and operation, this item is vulnerability not a threat. No Action.</p>
5	Service Center - SCADA Computers	<p>The SCADA computers at the Service Center are located at common or shared space, which make them vulnerable to deliberate insider attack.</p>	<p>Move SCADA computers to a secured location? How accessible do these computers need to be? Clear screen savets can be installed so these computers can perform their monitoring function with greater security than previously. While these computers can be easily accessed locally, anyone doing so would also be in plain sight! Recommendation: We are addressing this item by ordering software and also moving the SCADA PC to a secured and ventilated box.</p>
6	Surveyor Pump Station - SCADA System	<p>The SCADA system at the Surveyor Station has no local computer. As such, it receives all its commands over the radio link. While at the station, staff will have difficulty identifying an ongoing attack unless they have ready access to a SCADA computer.</p>	<p>Install local PC with WAN connection to other SCADA computers? Recommendation: We are entertaining the idea of adding a PC at this location.</p>
7	Surveyor Pump Station - Radio Station	<p>The Radio Link at the Surveyor Station is vulnerable to electronic jamming.</p>	<p>Redundant communication system? Jamming cannot be prevented. The existing system of radio links uses 2.4 GHz frequency-hopping wireless modems. As radio transmissions go, frequency-hopping transmissions are resistant to noise/jamming and are more difficult to intercept. Recommendation: From our point of view and operation, this item is vulnerability not a threat. No Action.</p>
8	Supervisor Remote Dial-Up	<p>The Water Utility supervisors can access the SCADA system remotely using a dial-in modem at the Celestial Pump Station. While the staff takes precaution for not connecting their home computer to the Internet, security policies are not clearly articulated with regard to dial-back numbers, sharing of the computer with other applications and securing the system passwords. The Supervisor</p>	<p>Implement audit logs? Software function? Recommendation: We will be implementing a policy to review the remote access audit log.</p>

ID	Vulnerability	Description	Information Technology Analysis and Solution/s
9	Celestial Pump Station - SCADA System Dial-in Modem Line	Remote Dial-in option will always represent a significant vulnerability to the SCADA system, therefore security and audit policies need to be established. The single modem line has two vulnerabilities. The first vulnerability is the fact that a single telephone line can be rendered busy by a determined attacker using a war dialer. The second vulnerability is related to the physical vulnerability of attackers being able to tap on phone lines.	The alternatives for remote access are radio control (may be jammed) or Internet/VPN control (may be hacked). Recommendation: From our point of view and operation, this item is vulnerability not a threat. No Action.
10	Celestial Pump Station - Local SCADA Computer	The Celestial SCADA computer has no heartbeat or awareness of other SCADA computers and vice versa. This vulnerability can theoretically allow an attacker to issue or override commands to the SCADA system with no ability for the supervisor to shutdown the rogue computer.	<WAN connectivity to other SCADA systems> Recommendation: We will address this issue through reconfiguration of the software.
11	Spectrum Building - Radio Repeater	The Radio Repeater on top of Spectrum Building represents a single point of vulnerability for the entire system.	Redundant communication system? Jamming cannot be prevented. The existing system of radio links uses 2.4 GHz frequency-hopping wireless modems. As radio transmissions go, frequency-hopping transmissions are resistant to noise/jamming and are more difficult to intercept. Recommendation: From our point of view and operation, this item is vulnerability not a threat. No Action.
12	Water Tower - Radio Link	The Radio Link at the elevated water storage is vulnerable to electronic jamming especially during public events, which take place near the tower.	Redundant communication system? Jamming cannot be prevented. The existing system of radio links uses 2.4 GHz frequency-hopping wireless modems. As radio transmissions go, frequency-hopping transmissions are resistant to noise/jamming and are more difficult to intercept. Recommendation: From our point of view and operation, this item is vulnerability not a threat. No Action.
13	Water Tower - SCADA System	The SCADA system at the Water Tower has no local computer. As such, it receives all its commands over the radio link. While at the Water Tower, staff will have difficulty identifying an ongoing attack unless they have ready access to a SCADA computer.	Install local PC with WAN connectivity to other SCADA computers? Recommendation: We are entertaining the idea of adding a PC at this location.
14	Celestial Pump	The Radio Link at the Celestial Station is	Redundant communication system? Jamming cannot be prevented. The existing system of radio links

ID	Vulnerability	Description	Information Technology Analysis and Solution/s
	Station - Radio Link	vulnerable to electronic jamming.	uses 2.4 GHz frequency-hopping wireless modems. As radio transmissions go, frequency-hopping transmissions are resistant to noise/jamming and are more difficult to intercept. Recommendation: From our point of view and operation, this item is vulnerability not a threat. No Action.
15	Celestial Pump Station - SCADA System	The SCADA system at the Celestial Station has no limit control. As such, an attacker can activate all pumps simultaneously and cause great damage to the Town of Addison water distribution system.	Recommendation: These are called "set points" and can be implemented in the SCADA software. Jerry Davis and his team can determine appropriate set points.
16	No Screensaver on SCADA computers (section 1.2 paragraph 3)	For monitoring reasons, SCADA computers run without a screensaver. The SCADA system itself requires a separate password to change from read-only mode to full-control mode. Without a screensaver it may be possible for someone to control the SCADA computer, if not the SCADA system. In other words, while an intruder would not have access to SCADA itself, the intruder would have access to the SCADA computer's OS (Windows).	Recommendation: Install Transparent Screen Lock Pro screensaver (www.e-motional.com), which locks the computer while displaying running applications.

The only way to remove remote access vulnerabilities is to remove remote access. Unfortunately this compromises Town of Addison's ability to respond in a timely fashion to SCADA alarms. Sabotage is but one kind of disaster; contingencies such as multiple remote access methods are important as part of a larger disaster recovery plan.

Degrees of security:

1. Preventive (locks, passwords, VLANs)
2. Reactive (alarms, audit logs)

Degrees of vulnerability

1. Disruption/denial of service (jamming, war dialers)
2. Malicious control of system
3. Damage/destruction to system/water supply

Meeting with Hamid..

7-16-04

SEADA -

Issues in V.A. that we should consider responding to:

1. Unlicensed Frequency

2. Our system is part of network -
We backup every night

3. Misconfiguration

We will receive copy of AMB bill

From *Person and address* Sender's FedEx Account Number
 Date *6-28-04*
 Sender's Name *Jim Pierce* Phone *972 450 2879*
 Company *TOWN of Addison*
 Address *16801 Westgrove*
 City *Addison* State *TX* ZIP *75001*

Your Internal Billing Reference
 First 24 characters will appear on invoice.

To Recipient's Name *JANET PAWLUKIEWICZ* Phone *202 566 1729*
 Company *U.S. E. P. A. WATER RESOURCE CTR*
 Address *WSD-RAR Rm. 1119, EPA W. Bldg. 1301*
 Address *Constitution Ave. N.W.*
 City *Washington* State *DC* ZIP *20004*

Try online shipping at fedex.com

By using this Airbill you agree to the service conditions on the back of this Airbill and in our current Service Guide, including terms that limit our liability.

Questions? Visit our Web site at fedex.com or call 1.800.Go.FedEx® 800.463.3333.

4a Express Package Service Packages up to 150 lbs. Delivery commitment may be later in some areas.

FedEx Priority Overnight Next business morning
 FedEx Standard Overnight Next business afternoon
 FedEx First Overnight Earliest next business morning delivery to select locations

FedEx 2Day Second business day
 FedEx Express Saver Third business day
FedEx Envelope rate not available. Minimum charge: One-pound rate.

4b Express Freight Service Packages over 150 lbs. Delivery commitment may be later in some areas.

FedEx 1Day Freight® Next business day
 FedEx 2Day Freight Second business day
 FedEx 3Day Freight Third business day

5 Packaging *Declared value limit \$500

FedEx Envelope®
 FedEx Pak® Includes FedEx Small Pak, FedEx Large Pak, and FedEx Sturdy Pak
 Other

6 Special Handling include FedEx address in Section 3.

SATURDAY Delivery Available ONLY for FedEx Priority Overnight and FedEx 2Day to select ZIP codes
 HOLD Weekday at FedEx Location NOT Available for FedEx First Overnight
 HOLD Saturday at FedEx Location Available ONLY for FedEx Priority Overnight and FedEx 2Day to select locations

Does this shipment contain dangerous goods? One box must be checked.
 No Yes As per attached Shipper's Declaration Yes Shipper's Declaration not required Dry Ice Dry Ice, 3, UN 1845

Dangerous Goods (including Dry Ice) cannot be shipped in FedEx packaging. Cargo Aircraft Only

7 Payment Bill to: Enter FedEx Acct. No. or Credit Card No. below.

Sender Acct. No. in Section 1 will be billed Recipient Third Party Credit Card Cash/Check

FedEx Acct. No. *5745 0154 1589 5976* Exp. Date *05/06*
 Credit Card No. *05/06*

Total Packages *1* Total Weight *1 LB.* Total Declared Value* \$ *00*

*Our liability is limited to \$100 unless you declare a higher value. See back for details. FedEx Use Only

8 Release Signature Sign to authorize delivery without obtaining signature.

By signing you authorize us to deliver this shipment without obtaining a signature and agree to indemnify and hold us harmless from any resulting claims.

446

RETAIN THIS COPY FOR YOUR RECORDS.

Appendix 1

VULNERABILITY ASSESSMENT CERTIFICATION

Public Water System ID number: TX 0570031

System Name: Town of Addison

City where system is located: Addison, Texas

State: Texas

Printed Name of Person Authorized to Sign
this Certification on behalf of the System: Mike Murphy

Title: Director of Public Works

Address: P.O. Box 9010

City: Addison

State and ZIP Code: Texas 75001

Phone: 972-450-2871 Fax: 972-450-2837 Email: mmurphy@ci.addison.tx.us

I certify to the Administrator of the U.S. Environmental Protection Agency that this community water system has conducted a vulnerability assessment that complies with Section 1433(a)(1) of the Safe Drinking Water Act, as amended by the Public Health Security and Bioterrorism Preparedness and Response Act of 2002 (Public Law 107-188, Title IV— Drinking Water Security and Safety).

I further certify that this document and all attachments were prepared under my direction or supervision. I am aware that there are significant penalties for submitting false information (Safe Drinking Water Act (42 U.S.C. 300f *et seq.*)).

The vulnerability assessment this community water system conducted addresses the following components of my system (Check YES if the CWS has the element in its system; check N/A if the element is not applicable to the system.):

YES N/A

- pipes and constructed conveyances
 physical barriers

- water collection
- pretreatment
- treatment
- storage
- distribution facilities
- electronic, computer or other automated systems which are utilized by the public water system
- the use, storage, or handling of various chemicals
- the operation and maintenance of such system

Other components in the CWS that were evaluated under this VA (list those applicable):

② Signed: Bill E. Murphy Date: 6/28/07

Primary contact person that EPA can call if there are questions about this Certification and VA submission:

Name: Jim Pierce
 Address (if different than that of the Authorized Representative): _____

Phone: 972-450-2879
 Email Address: jpierce@cl.addison.tx.us

Alternate Contact Person:
 Name: Jerry Davis
 Address (if different than that of the Authorized Representative): _____

Phone: 972-661-1693
 Email Address: jdavis@cl.addison.tx.us

Jim Pierce

From: Daugherty, Clarence [CDAugherty@pbsj.com]
Sent: Monday, June 28, 2004 8:47 AM
To: Jim Pierce
Subject: FW: Addison
Importance: High

Jim, I have the final report and will bring them over to you (I'll call you in a minute to see when I can come). Please read Trent's email below about what has to be done now. The main thing is filling in the certification form and sending it and a copy of the VA to EPA. I will bring a copy of the certification form, but if you want to be looking at it and get started on filling it in, this is the link to get it.

<http://www.epa.gov/safewater/security/util-inst-app1.pdf>

-----Original Message-----

From: Slovak, Trent J
Sent: Thursday, June 24, 2004 9:47 AM
To: Daugherty, Clarence
Subject: Addison
Importance: High

Clarence, correction on my last email.....We will need to send one copy of the VA to EPA. I will make the revisions today and overnight to you. I will also include a copy of the certification form that the town must complete. I have a call into Jim to answer a question that he had,

Make sure that whoever sends this includes the phone number and gets a verification of delivery and a tracking number. Please let me know that you received this email.

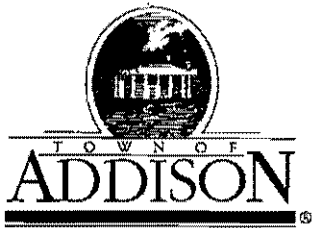
Send the certificate and VA via Federal Express to:

U.S. Environmental Protection Agency
Water Resource Center (WSD-RAR)
Room 1119 EPA West Building 1301
Constitution Avenue N.W.
Washington, DC 20004

Telephone: 202 566-1729

Attention: Janet Pawlukiewicz

6/28/2004



LETTER OF TRANSMITTAL

Public Works / Engineering
 16801 Westgrove • P.O. Box 9010
 Addison, Texas 75001
 Telephone: (972) 450-2871 • Fax: (972) 450-2837

DATE	7-2-04	JOB NO.
ATTENTION		
RE:	Water System Vulnerability Assessment	

TO Noel Padden
Fire

GENTLEMAN:

WE ARE SENDING YOU

- Attached
- Under separate cover via _____ the following items:
- Shop Drawings
- Prints
- Plans
- Samples
- Specifications
- Copy of letter
- Change order
- _____

COPIES	DATE	NO.	DESCRIPTION
1			Town of Addison Water System Vulnerability Assessment

THESE ARE TRANSMITTED as checked below:

- For approval
- For your use
- As requested
- For review and comment
- FOR BIDS DUE _____ 19____
- Approved as submitted
- Approved as noted
- Returned for corrections
- _____
- Resubmit _____ copies for approval
- Submit _____ copies for distribution
- Return _____ corrected prints
- _____
- PRINTS RETURNED AFTER LOAN TO US

REMARKS _____

COPY TO _____

SIGNED: *Joseph*

If enclosures are not as noted, please notify us at once.

PBS& TRANSMITTAL

TO: Jim Pierce

DATE: July 1, 2004

From: Clarence Daugherty

JOB NO.: 520492

Phone: (972) 450-2879

Address/Office: 16801 Westgrove Dr.
Addison, Texas 75001-9010

RE: Water System VA

WE ARE SENDING YOU Attached Under separate cover via _____
the following items:

- Shop Drawings Prints Plans Samples
 Copy of Letter Change Order Specifications

COPIES	DATE	NO.	DESCRIPTION
1	7/1/04		Fourth Copy of Water System VA

THESE ARE TRANSMITTED As Checked Below:

- For approval Reviewed as submitted Resubmit _____ copies for approval
 For your use Reviewed as noted Submit _____ copies for distribution
 As requested Returned for corrections Return _____ corrected prints
 For review and comment _____ _____
 For bids due _____ 20____
 Prints returned after loan to us

REMARKS:

Here is the fourth copy of the VA as you requested. Let me know if there is something else we can do for this part of the project.

SIGNED *Clarence Daugherty*

DISTRIBUTION _____



An employee-owned company

cc Jerry
Mike

June 16, 2004

Mr. James Pierce, Jr., P.E., D.E.E.
Assistant Director of Public Works
16801 Westgrove Dr.
P.O. Box 9010
Addison, Texas 75001-9010

Please review and
have comments back

6/23

Thanks!

Jim

RE: Draft Water System Vulnerability Analysis

Dear Mr. Pierce:

Enclosed are four copies of a draft of the Vulnerability Analysis for the Addison water system for distribution and review. Both Trent Slovak and I are available to discuss any revisions or corrections that you determine need to be made.

We are happy to be able to assist you with this project and will respond to your comments in a timely fashion in respect to your deadline.

Sincerely,

Clarence Daugherty, P.E.
Municipal Services Manager



Utilities Fund
Special Svcs.

July 19, 2004
Project No: 520492.00
Invoice No: 0225217

Town of Addison
Attn: Jim Pierce
PO Box 9010
Addison TX 75001-9010

Project: 520492.00 Water System Vulnerability Assessment

Professional Services: June 1, 2004 through June 30, 2004

Task: 01 Phase I - Vulnerability Assessment

Professional Personnel

	Hours	Rate	Amount	
Sr. Engineering Staff				
Daugherty, Clarence	1.00	76.92	76.92	
Slovak, Trent	15.00	79.38	1,190.70	
Clerical				
Anderson, Lisa	16.50	24.43	403.10	
Totals	32.50		1,670.72	
Total Labor		2.5 times	1,670.72	4,176.80

Unit Billing

Color copies - 8 1/2 x 11				
6/18/04 46 Color Copies		368.00 copies @ 0.50	184.00	
In House Delivery 00-10 Miles			10.00	
Total Units		1.1 times	194.00	213.40

Consultants

ASSOCIATE FEES

7/1/04 Ross & Baruzzini, Inc.	44-Sub services 5/30-6/26/04	3,412.37	
Total Consultants	1.1 times	3,412.37	3,753.61

Reimbursable Expense

TRAVEL/OUT OF TOWN/TRANS		195.20	
COURIER SERVICE EXPENSE		26.60	
Total Reimbursables	1.1 times	221.80	243.98

Billing Limits

	Current	Prior	To-date
Total Billings	8,387.79	9,881.95	18,269.74
Limit			27,500.00



*471 notes Entered
Special Svcs.*

June 16, 2004
Project No: 520492.00
Invoice No: 0222415

Town of Addison
Attn: Jim Pierce
PO Box 9010
Addison TX 75001-9010

Project: 520492.00 Water System Vulnerability Assessment

Professional Services: May 1, 2004 through May 31, 2004

Task: 01 Phase I - Vulnerability Assessment

Professional Personnel

	Hours	Rate	Amount	
Sr. Engineering Staff				
Forbes, William	33.00	60.61	2,000.13	
Slovak, Trent	3.00	79.38	238.14	
Totals	36.00		2,238.27	
Total Labor		2.5 times	2,238.27	5,595.68

Reimbursable Expense

TRANSPORTATION - LOCAL			22.50	
BLUEPRINTS/REPRODUCTIONS			9.76	
Total Reimbursables		1.1 times	32.26	35.49

Billing Limits	Current	Prior	To-date	
Total Billings	5,631.17	4,250.78	9,881.95	
Limit			27,500.00	
Remaining			17,618.05	
			Total this task	\$5,631.17

Task: 02 Ph II - Emergency Response Plan Update

Professional Personnel

	Hours	Rate	Amount	
Sr. Engineering Staff				
Daugherty, Clarence	1.00	76.92	76.92	
Totals	1.00		76.92	
Total Labor		2.5 times	76.92	192.30



An employee-owned company

May 24, 2004

Mr. James Pierce, Jr. PE DEE
Assistant Director of Public Works
Town of Addison
P.O. Box 9010
Addison, TX 75001-9010

Dear Mr. Pierce:

PBS&J values our client relationships, and continually works to improve them. For that reason, we need to advise you of an unforeseen change in our staff as well as present our proposed response to that change.

Scott Forbes has served as the project manager on Addison-Vulnerability Assessment. He has voluntarily terminated his employment with PBS&J, necessitating an assumption of his project manager duties. To assure continuity and quality, I will assume that role, to assure you of the quality of product and service that you should expect from your consultant.

I will contact you to schedule a transition meeting as soon as your schedule has an appropriate opening. In the interim, I can be contacted at

Office phone: 972-88-7272, extension 3150
Cell phone 972-816-7486
e-Mail: cdaugherty@pbsj.com

Thank you for your understanding of this situation. You will continue to receive a timely, quality project, with no long-term negative impacts because of this change.

Sincerely,

A handwritten signature in cursive script that reads 'Clarence Daugherty'.

Clarence Daugherty, PE
Municipal Services Manager

CC: Trent Slovak, Division Manager
John Schenck, Regional Service Manager



Public Works / Engineering
 16801 Westgrove • P.O. Box 9010
 Addison, Texas 75001-9010
 Telephone: (972) 450-2871 • Fax: (972) 450-2837

LETTER OF TRANSMITTAL

DATE	1-28-04	JOB NO.
ATTENTION		
RE:	Water System Vulnerability Assessment	

TO Carmen Moran
Town Hall

GENTLEMAN:

WE ARE SENDING YOU

- | | | |
|---|--|---|
| <input type="checkbox"/> Shop Drawings | <input checked="" type="checkbox"/> Attached | <input type="checkbox"/> Under separate cover via _____ the following items: |
| <input type="checkbox"/> Copy of letter | <input type="checkbox"/> Prints | <input type="checkbox"/> Plans <input type="checkbox"/> Samples <input type="checkbox"/> Specifications |
| | <input type="checkbox"/> Change order | <input type="checkbox"/> _____ |

COPIES	DATE	NO.	DESCRIPTION
1			Professional Service Agreement with PBS&J for the above

THESE ARE TRANSMITTED as checked below:

- | | | |
|--|---|---|
| <input type="checkbox"/> For approval | <input type="checkbox"/> Approved as submitted | <input type="checkbox"/> Resubmit _____ copies for approval |
| <input checked="" type="checkbox"/> For your use | <input type="checkbox"/> Approved as noted | <input type="checkbox"/> Submit _____ copies for distribution |
| <input type="checkbox"/> As requested | <input type="checkbox"/> Returned for corrections | <input type="checkbox"/> Return _____ corrected prints |
| <input type="checkbox"/> For review and comment | <input type="checkbox"/> _____ | |
| <input type="checkbox"/> FOR BIDS DUE _____ 19____ | | <input type="checkbox"/> PRINTS RETURNED AFTER LOAN TO US |

REMARKS _____

COPY TO _____

SIGNED: *[Signature]*

If enclosures are not as noted, please notify us at once.



LETTER OF TRANSMITTAL

Public Works / Engineering
16801 Westgrove • P.O. Box 9010
Addison, Texas 75001-9010
Telephone: (972) 450-2871 • Fax: (972) 450-2837

DATE 1-28-04 JOB NO.
ATTENTION
RE: Vulnerability Assessment

TO Clarence Daugherty
PB 5 & J

GENTLEMAN:

- WE ARE SENDING YOU
Attached
Under separate cover via
Shop Drawings
Prints
Plans
Samples
Specifications
Copy of letter
Change order

Table with columns: COPIES, DATE, NO., DESCRIPTION. Row 1: 1, Professional Service Agreement for Water System Vulnerability Assessment

THESE ARE TRANSMITTED as checked below:

- For approval
Approved as submitted
Resubmit copies for approval
For your use
Approved as noted
Submit copies for distribution
As requested
Returned for corrections
Return corrected prints
For review and comment
FOR BIDS DUE 19
PRINTS RETURNED AFTER LOAN TO US

REMARKS Please consider this your notice to proceed effective 2/2/04

Thanks,

COPY TO Jerry Davis

SIGNED: [Signature]

If enclosures are not as noted, please notify us at once.

PROFESSIONAL SERVICE AGREEMENT

THIS AGREEMENT, made and entered into _____, by and between Post, Buckley, Schuh & Jernigan, Inc. (PBS&J) and the Client identified herein, provides for the Professional Services described under Item 2 of this Agreement.

CLIENT: Town of Addison, Texas
ADDRESS: P.O. Box 9010
Addison, Texas 75001-9010

PHONE NUMBER: (972) 450-2879
FAX NUMBER: (972) 450-2834
CONTACT PERSON: James Pierce

PROJECT NUMBER: _____
SHORT TITLE: Water System Vulnerability Assessment

1. DESCRIPTION OF PROJECT SITE:

Town of Addison

2. SCOPE OF SERVICES TO BE PROVIDED BY PBS&J

(If additional pages are necessary, they are identified as Attachment A):

See Attachment A

3. THE COMPENSATION TO BE PAID PBS&J for providing the requested services shall be (If additional pages are necessary, they are identified as Attachment B):

- Direct personnel expense plus a surcharge of _____ %, plus reimbursable costs.*
- A Lump-Sum charge of \$ _____, plus out-of-pocket expenses.*
- Unit Cost/Time Charges identified in Attachment B, plus reimbursable costs.*

Other - See Attachment B.

* See explanation under Item 5 below.

4. IF PBS&J's SERVICES UNDER THIS AGREEMENT ARE DELAYED for reasons beyond PBS&J's control, the time of performance shall be adjusted appropriately. Except where the services provided are under a continuous service contract for more than one year, if the services under this Agreement are delayed for a period of more than one (1) year from the beginning date (as above provided), the fees shall be subject to renegotiation; any change in such fees shall apply only to the unfinished services as of the effective date of such change.

IN WITNESS WHEREOF, this Agreement is accepted on the date written above and subject to the terms and conditions set forth above. (SIGN WITH BALL POINT PEN)

CLIENT: Town of Addison

POST, BUCKLEY, SCHUH & JERNIGAN, INC.

SIGNED: Ron Whitehead

SIGNED: John R. Schenck

TYPED NAME: Ron Whitehead

TYPED NAME: John R. Schenck

TITLE: City Manager

TITLE: Senior Vice President

DATE: 1-28-04

DATE: 1/27/04

5. **COMPENSATION:** Direct personnel expense shall be defined as: the cost of salaries and fringe benefit costs related to vacation, holiday, and sick leave pay; contributions for Social Security, Workers' Compensation Insurance, retirement benefits, and medical and insurance benefits; unemployment and payroll taxes; and other allowed benefits of those employees directly engaged in the performance of the requested service.

Reimbursable costs include: fees of Professional Associates (whose expertise is required to complete the project) and out-of-pocket expenses, the cost of which shall be charged at actual costs and shall be itemized and included in the invoice.

Typical out-of-pocket expenses shall include, but not be limited to, travel expenses (lodging, meals, etc.), job-related mileage at the prevailing Company rate, long distance telephone calls, courier, printing and reproduction costs, and survey supplies and materials. In the event the requested service involves the use of electronic measuring equipment, computers, plotters, and other special equipment such as boats, swamp buggies, etc., an additional direct charge shall be made for the use of this equipment.

6. **INVOICE PROCEDURES AND PAYMENT:** PBS&J shall submit invoices to the Client for work accomplished during each calendar month. For services provided on a Lump Sum basis, the amount of each monthly invoice shall be determined on the "percentage of completion method" whereby PBS&J will estimate the percentage of the total work (provided on a Lump Sum basis) accomplished during the invoicing period. Monthly invoices shall include, separately listed, any charges for services for which time charges and/or unit costs shall apply. Such invoices shall also include, separately listed, any charges for Professional Associates and reimbursable costs. Such invoices shall be submitted by PBS&J as soon as possible after the end of the month in which the work was accomplished and shall be due and payable by the client upon receipt.

The Client, as owner or authorized agent for the owner, hereby agrees that payment as provided herein will be made for said work within 30 days from the date the invoice for same is mailed to the Client at the address set out herein or is otherwise delivered, and, in default of such payment, hereby agrees to pay all costs of collection, including reasonable attorney's fees, regardless of whether legal action is initiated. The Client hereby acknowledges that unpaid invoices shall accrue interest at the maximum rate allowed by law after they have been outstanding for over 30 days. PBS&J reserves the right to suspend all services on the Client's project without notice if an invoice remains unpaid 45 days after date of invoice. This suspension shall remain in effect until all unpaid invoices are paid in full.

It is understood and agreed that PBS&J's services under this Agreement do not include participation, whatsoever, in any litigation. Should such services be required, a supplemental Agreement may be negotiated between the Client and PBS&J describing the services desired and providing a basis for compensation to PBS&J.

7. **COST ESTIMATES:** Client hereby acknowledges that PBS&J cannot warrant that any cost estimates provided by PBS&J will not vary from actual costs incurred by the Client.

8. **INSURANCE, INDEMNITY:** PBS&J shall procure and continuously maintain during the term of this Agreement insurance as follows:

- (a) Workers' Compensation insurance at statutory limits, including Employers' Liability coverage at minimum limits of \$1,000,000 each occurrence each accident/\$1,000,000 by disease each occurrence/\$1,000,000 by disease aggregate.
- (b) Commercial General Liability at combined single limits of at least \$1,000,000 per occurrence and \$1,000,000 general aggregate for bodily injury and property damage, which coverage shall include products/completed operations (\$1,000,000 products/ completed operations aggregate), and XCU (Explosion, Collapse, Underground) hazards, and contractual liability. Coverage for products/completed operations must be maintained for at least two (2) years after the construction work has been completed. Owner will be named as an additional insured with respect to the PBS&J's services performed under this Agreement.
- (c) Commercial Automobile Liability insurance at minimum combined single limits of \$1,000,000 per-occurrence for bodily injury and property damage, including coverage for owned, non-owned and hired vehicles.
- (d) Professional Liability (Errors & Omission Insurance) with a limit of at least \$1,000,000 per occurrence and annual aggregate on a claims-made basis. This coverage must be maintained for at least two (2) years after the Project is completed. A policy retroactive date equivalent to the inception date of this Agreement (or earlier) must be maintained during the full term of this Agreement.

With reference to the foregoing insurance requirements, PBS&J's insurance policies shall comply with the following:

1. The Town of Addison, Texas shall be named as an additional insured on the auto and commercial liability policies only.
2. All liability policies shall contain no cross liability exclusions or insured versus insured restrictions.
3. Such insurance shall be maintained in full force and effect and shall not be canceled, altered or amended without thirty (30) days prior written notice having first been furnished to the Town of Addison.
4. All insurance policies, which name The Town of Addison as an additional insured, shall be primary and non-contributory.
5. Required limits may be satisfied by any combination of primary and umbrella liability insurances.
6. PBS&J may maintain reasonable and customary deductibles, subject to reasonable approval by Owner.
7. Insurance must be purchased from insurers that are financially acceptable to Owner.

All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting the following: (i) sets forth all endorsements and insurance coverages according to requirements and instructions contained herein, and (ii) shall specifically set forth the notice-of-cancellation or termination provisions to the Town of Addison.

PBS&J agrees to indemnify and hold harmless the Town of Addison, Texas, its officials, officers, and employees from and against any and all damages, causes of action, liabilities, lawsuits, demands, judgments, penalties, fines, harm, loss, cost or expense for any property damage or destruction and/or bodily injury, sickness, disease, or death, breach of contract, or other harm for which recovery of damages or any other form of relief (whether at law, in equity, or otherwise) is sought, to the extent caused by any error, omission, negligence, gross negligence, or willful misconduct of PBS&J, its agents, directors, officers, employees, contractors, subcontractors, representatives, consultants, or affiliates, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, in connection with or in the performance of the services under this Agreement. The provisions of this paragraph shall survive the expiration or termination of this Agreement.

9. **CONSTRUCTION SERVICES:** If, under this Agreement, professional services are provided during the construction phase of the project, PBS&J shall not be responsible for or have control over means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work; nor shall PBS&J be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents or for the Contractor's failure to comply with applicable laws, ordinances, rules or regulations.
10. **INSURANCE:** PBS&J shall at all times carry Workers' Compensation insurance as required by statute; commercial general liability insurance including bodily injury and property damage; automobile liability coverage; and professional liability coverage. Insurance certificates will be provided to the Client upon request. Client agrees to require that PBS&J be named as an additional insured on insurance coverages provided by contractors on the project.
11. **ASSIGNMENT:** Neither the Client nor PBS&J will assign or transfer its interest in this Agreement without the prior written consent of the other. PBS&J will not subcontract any of its rights duties or obligations hereunder without Client's prior written consent.

12. **SUSPENSION, TERMINATION, CANCELLATION OR ABANDONMENT:** Client has the right, in its sole discretion, with or without cause, to suspend, cancel, terminate or abandon the project described in Attachment A or services of PBS&J hereunder. In the event the project described in Attachment A, or the services of PBS&J called for under this Agreement, is/are suspended, cancelled, terminated or abandoned by the Client, PBS&J shall be given at least seven (7) days prior written notice of such action and shall be compensated for the professional services properly provided up to the date of suspension, termination, cancellation or abandonment in accordance with the provisions of this Agreement for all such work performed up to the date of suspension, termination, cancellation or abandonment, including reimbursable expenses.
13. **ENTIRETY OF AGREEMENT:** This writing, including attachments and addenda, if any (which attachments and addenda are incorporated herein and made a part hereof), embodies the entire agreement and understanding between the parties hereto, and there are no other agreements and understandings, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby. No alteration, change or modification of the terms of this Agreement shall be valid unless made in writing signed by both parties hereto.
14. **DOCUMENTS:** Any reuse by the client or others of documents and plans that result from PBS&J's services under this agreement, for the purposes other than in connection with the purpose for which PBS&J's work is being performed hereunder, shall be at the Client's or others' sole risk without liability to PBS&J.
15. **WAIVER:** Any failure by PBS&J or client to require strict compliance with any provision of this contract shall not be construed as a waiver of such provision, and PBS&J or client (as the case may be) may subsequently require strict compliance at any time, notwithstanding any prior failure to do so.
16. **DISPUTE RESOLUTION:** If a dispute arises out of or relates to this Agreement or the breach thereof, the parties will attempt to settle the matter between themselves. If no agreement can be reached the parties agree to use mediation with a mutually agreed upon mediator before resorting to a judicial forum. The cost of a third party mediator will be shared equally by the parties. In the event of litigation, the prevailing party will be entitled to reimbursement of all reasonable costs and attorneys' fees. The parties mutually agree that a similar dispute resolution clause will be contained in all other contracts executed by Client concerning or related to this contract and all subcontracts executed by PBS&J.
17. **HAZARDOUS WASTE, MATERIALS OR SUBSTANCES:** Unless otherwise specifically provided in this Agreement, PBS&J shall not be responsible for or have control over the discovery, presence, handling, removal, transport or disposal of hazardous waste, materials or substances in any form on the project site.
18. **GOVERNING LAW:** This Agreement shall be governed by and construed according to the laws of the State (Texas) where the situs of the work is located (and, with respect to any conflict of law provisions, the parties agree that such conflict of law provisions shall not affect the application of the law of Texas, without reference to its conflict of law provisions, to the governing and construction of this Agreement). In the event of any action under this Agreement, venue for all causes of action shall be instituted and maintained in Dallas County, Texas.
19. **LIMITED COPYRIGHT LICENSE:** PBS&J grants Client a paid-up, non-transferable, non-exclusive license to make or have made copies of any copyrightable materials delivered under this Agreement and specifically marked by PBS&J as "Reproduction Authorized".
20. **INTELLECTUAL PROPERTY:** With the sole exception of specifically marked reproducible materials subject to the Limited Copyright License herein, all worldwide right, title and interest in and to any and all Intellectual Property conceived, invented, authored or otherwise made by or on this Agreement shall remain the sole and exclusive property of PBS&J, its successors and assigns unless licensed or assigned by PBS&J pursuant to a separate written instrument. The term "Intellectual Property" shall be construed broadly to include all forms of intellectual property including without limitation all inventions, discoveries, designs, plans, improvements, trademarks, service marks and copyrights in drawings, computer programs, architectural works and in all other original works of authorship.
21. PBS&J shall perform the services hereunder and use its professional skill, judgment, and abilities as an independent contractor in accordance with its own methods, this Agreement, and the generally accepted standards of ordinary and reasonable skill and care usually exercised by reputable members of its profession performing the same or similar services at the time and locality PBS&J's services are performed hereunder. PBS&J shall perform all work hereunder in a manner satisfactory and acceptable to Client in accordance with such standard of care. PBS&J services consist of those services performed by the PBS&J, and its directors, officers, employees, agents, contractors, subcontractors, representatives, and consultants. Nothing in this Agreement is intended nor shall be construed to create an employer-employee relationship, a partnership, a joint venture, or a joint enterprise relationship, or to allow the Town to exercise discretion or control over the professional manner or method in which the PBS&J performs the services which are the subject matter of this Agreement; provided always however that the services to be provided by PBS&J shall be provided in a manner consistent with all applicable standards and regulations governing such services and with this Agreement. The employees and agents of, and the methods, equipment and facilities used by, PBS&J shall at all times be under PBS&J's exclusive direction and control.
22. For purposes of this Agreement, notices and all other communications provided for herein shall be in writing, addressed as provided hereinafter to the party to whom the notice or request is given, and shall be either (i) delivered personally, (ii) sent by United States certified mail, postage prepaid, return receipt requested, or (iii) placed in the custody of Federal Express Corporation or other nationally recognized carrier to be delivered overnight. Notice shall be deemed given: when received if delivered personally; forty-eight (48) hours after deposit if sent by mail; and twenty-four (24) hours after deposit if sent overnight by Federal Express or other nationally recognized carrier. For purposes of any notice to be given hereunder, the addresses of the respective parties are as follows:

<p><u>To PBS&J:</u></p> <p>PBS&J 18383 Preston Road, Suite 500 Dallas, Texas 75252 Attn: Clarence Daugherty, P.E.</p>	<p><u>To Client:</u></p> <p>Town of Addison, Texas 5300 Belt Line Road Dallas, Texas 75254 Attn: City Manager</p>
---	---
23. All obligations arising prior to the termination or expiration of this Agreement and all provisions of this Agreement allocating responsibility or liability between PBS&J and Client shall survive the cancellation, expiration or termination of this Agreement. Any rights and remedies either party may have with respect to the other arising out of the performance of services during the term of this Agreement shall survive the cancellation, expiration or termination of this Agreement.
24. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable and this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision is not a part hereof, and the remaining provisions hereof shall remain in full force and effect. In lieu of any illegal, invalid or unenforceable provision herein, there shall be added automatically as a part of this Agreement a provision as similar in its terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.
25. The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by either party shall not preclude or waive its right to use any or all other remedies. Said rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance, or otherwise.
26. This Agreement and each of its provisions are solely for the benefit of the parties hereto and are not intended to create or grant any rights, contractual or otherwise, to any third person or entity.
27. The officers and/or agents of the parties hereto signing this Agreement are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties hereto, and each party hereby certifies to the other that any necessary resolutions or other act extending such authority have been duly passed and are now in full force and effect.

ATTACHMENT A

SCOPE OF SERVICES

TOWN OF ADDISON WATER SYSTEM VULNERABILITY ASSESSMENT AND EMERGENCY RESPONSE PLAN UPDATE

Phase I - Vulnerability Assessment

PBS&J proposes to utilize a cost effective process to complete the VA for the Town of Addison that will satisfy EPA requirements. The VA will be performance based, meaning that it will evaluate the risk to the utility system based on the effectiveness (performance) of existing and planned measures to counteract potential adversarial situations. The project approach will address the elements recommended in EPA guidelines including:

- (1) Characterization of the utility system, including its mission and objectives,
- (2) Identification and prioritization of adverse consequences to avoid,
- (3) Determination of critical assets that might be subject to malevolent acts that could result in negative consequences,
- (4) Assessment of the likelihood of identified malevolent acts from adversaries,
- (5) Evaluation of existing countermeasures, including operational procedures and security policies,
- (6) Analysis of current risk and development of a prioritized plan for risk reduction.

Prior to commencing work on-site, the PBS&J team will review available utility system maps, drawings, and data, in an effort to formulate an efficient project plan and schedule. This will include collecting information on existing infrastructure and systems, operational data, policies and procedures, and staffing.

The assessment team will consist of the PBS&J personnel, as well as individuals from the Town of Addison, such as the City Manager, the Director of Public Works, and representatives from the police and fire department, who are familiar with the facilities and existing emergency response plans. The project will begin with a team meeting and discussion with representatives of the pertinent departments, to develop an understanding of system operations and policies, and to gather information from law enforcement representatives and other first-responders. Missions, criteria, and priorities of the utility system will be established as a basis for development of the VA. Information obtained will be used to develop the Design Basis Threat, which will serve as a benchmark that will be used throughout the evaluation process.

Site visits of all water utility facilities and systems will be conducted, during which time any potential risks and hazards will be noted. Existing security features will be identified and reviewed for effectiveness. Following the compilation and review of the field data, the team will again assemble and be briefed.

A comprehensive final VA report will be prepared in writing. The report will provide background information on the VA process and explain its purpose, describe the various water utility facilities, address the threat assessment evaluation and site characterization methods and results, and describe existing security systems effectiveness. It will make general recommendations for security, consequence mitigation, and security recommendations for specific sites, systems, etc. Also included will be a prioritized plan of action with milestones, based upon recommended actions. As required, the report will recommend physical, operational, and procedural upgrades, and provide preliminary cost estimates.

Because many water utilities are operated or administered by local governments, such as the Town of Addison, they are subject to state disclosure laws. Information concerning the security of water utility systems is sensitive, and must be treated as confidential and stored in a secure place. Recommendations for the development of appropriate methods to protect security information and the results of VA will be provided.

Phase II – Emergency Response Plan Update

It is our understanding that the Town of Addison has an ERP that addresses water utility system situations. PBS&J proposes to assist in the updating of the existing plan to incorporate the results of the VA; specifically plans, procedures, and the identification of equipment that can be implemented or utilized in the event of a terrorist or other intentional attack. This task will also include providing information concerning actions, procedures, and identification of equipment which can lessen the impact of terrorist attacks or other intentional actions on public health and safety and the supply of drinking water.

Any and all reports, materials, data, surveys, information, or other work (together, 'Information') collected, prepared or produced by or for PBS&J pursuant to this Agreement is confidential and shall be held in strict confidence by PBS&J. PBS&J shall not, without the Client's written consent, disclose any such Information to any person or entity other than to PBS&J's employees legally bound to abide by the terms hereof and having a need to know such information in connection with PBS&J's performance of services hereunder, or use such information other than in connection with the performance of the services hereunder. In the event of PBS&J's breach or threatened breach of this provision, Client shall be entitled to an injunction or restraining order obtained from any court having appropriate jurisdiction restraining PBS&J from any unauthorized use or disclosure of such Information, but such injunction or restraining order shall not limit the Client's right to seek any other remedy available to Client, whether at law or in equity or otherwise, in connection with such breach or threatened breach. The obligations set forth in this paragraph shall survive the expiration or termination of this Agreement.

ATTACHMENT 1

STANDARD RATE SCHEDULE

PERSONNEL:

Personnel cost is reimbursed based on a multiplier of 2.5 applied to direct personnel expense. Direct personnel expense for each employee is based on the cost of salaries and fringe benefit costs related to vacation, holiday, and sick leave pay; contributions for Social Security, Workers' Compensation Insurance, retirement benefits, and medical and insurance benefits; unemployment and payroll taxes; and other allowed benefits of those employees directly engaged in the performance of the requested service. Ranges of hourly direct personnel expense by personnel classification are as follows:

Principal / Director	\$ 50.00 to \$ 100.00
Senior Engineering Staff	\$ 29.00 to \$ 85.00
Engineering Staff	\$ 19.00 to \$ 55.00
Senior Scientist	\$ 23.00 to \$ 70.00
Scientist	\$ 13.00 to \$ 40.00
Senior Survey Staff	\$ 28.00 to \$ 55.00
Survey Staff	\$ 15.00 to \$ 31.00
Senior Technical Support	\$ 20.00 to \$ 48.00
Technical Support	\$ 11.00 to \$ 28.00
Lab Technicians	\$ 8.00 to \$ 30.00
Senior Clerical / Administration	\$ 24.00 to \$ 45.00
Clerical / Administration	\$ 9.00 to \$ 32.00

SURVEY FIELD CREWS:

Survey field crews and equipment will be provided at the following fixed hourly rates:

Two-man Field Crew	\$ 95.00 per hour
Three-man Field Crew	\$ 120.00 per hour
Four-man Field Crew	\$ 145.00 per hour
Additional Rodman, Chainman, or Flagman	\$ 25.00 per hour
G.P.S. Static Receivers	\$ 160.00 per day per receiver
G.P.S. RTK System	\$ 400.00 per day

There is no mileage charge when the job site is within 50 miles of the office from which the survey crew originates. OSHA 29 CFR 1910.120 certified field and office personnel are available upon request at an additional cost.

REIMBURSABLE COSTS:

Reimbursable costs include: fees of Professional Associates (whose expertise is required to complete the project) and out-of-pocket expenses, the cost of which shall be charged at actual costs plus an administrative charge as described in the contract and shall be itemized and included in the invoice.

Typical out-of-pocket expenses shall include, but not be limited to, travel expenses (lodging, meals, etc.), job-related mileage at the prevailing Company rate, long distance telephone calls, courier, printing and reproduction costs, and survey supplies and materials. In the event the requested service involves the use of electronic measuring equipment, computers, plotters, and other special equipment such as boats, swamp buggies, etc., an additional direct charge shall be made for the use of this equipment.

PROCEDURES AND PAYMENTS:

PBS&J shall submit invoices to the Client for work accomplished during each calendar month. For services provided on a Lump Sum basis, the amount of each monthly invoice shall be determined on the "percentage of completion method" whereby PBS&J will estimate the percentage of the total work (provided on a Lump Sum basis) accomplished during the invoicing period. Monthly invoices shall include, separately listed, any charges for services for which time charges and/or unit costs shall apply. Such invoices shall also include, separately listed, any charges for Professional Associates and reimbursable costs. Such invoices shall be submitted by PBS&J as soon as possible after the end of the month in which the work was accomplished and shall be due and payable by the Client upon

receipt. The Client agrees that the monthly invoice from PBS&J is correct, conclusive, and binding on the Client unless the Client within twenty (20) working days from the date of receipt of such invoice, notifies PBS&J in writing of alleged inaccuracies, discrepancies, errors in the invoice, or the need for additional backup.

The Client, as owner or authorized agent for the owner, hereby agrees that payment as provided herein will be made for said work within 30 days from the date the invoice for same is mailed to the Client at the address set out herein or is otherwise delivered, and, in default of such payment, hereby agrees to pay all costs of collection, including reasonable attorney's fees, regardless of whether legal action is initiated. The Client hereby acknowledges that unpaid invoices shall accrue interest at the maximum rate allowed by law after they have been outstanding for over 30 days. PBS&J reserves the right to suspend all services on the Client's project without notice if an invoice remains unpaid 45 days after date of invoice. This suspension shall remain in effect until all unpaid invoices are paid in full.



An employee-owned company

January 27, 2004

Mr. James Pierce, Jr., P.E., DEE
Assistant Director of Public Works
Town of Addison
16801 Westgrove Drive
Addison, Texas 75001

RE: Town of Addison
Revised Professional Service Agreement
Water System Vulnerability Assessment

Dear Mr. Pierce:

Enclosed are two signed copies of our revised standard Professional Service Agreement to provide Professional Engineering Services for the Water System Vulnerability Assessment for the Town of Addison. The revised Professional Service Agreement has been updated and includes comments we received from the legal staff of the Town of Addison and PBS&J. After approval and execution of the agreement by the Town of Addison, please return one copy of the Professional Service Agreement to our office for our files.

If you have any questions, please call me at 972-818-7275.

Sincerely,

A handwritten signature in cursive script that reads 'Clarence T. Daugherty'.

Clarence T. Daugherty, P.E.
Director of Municipal Services

Enclosures

K:\J11\Proposals\Addison VALtr to Jim Pierce 1-27-04.doc

Jim Pierce

From: Daugherty, Clarence [CDaugherty@pbsj.com]
Sent: Wednesday, January 07, 2004 4:24 PM
To: Jim Pierce
Cc: Forbes, Scott
Subject: FW: Water System Vulnerability Contract



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psa Addison VA
1-5-04.doc



VA Att A, Scope
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Jim, just to add a comment. Slade Strickland and I

have an appointment this week to talk about us helping him with a failing screening wall. So it really would be good to get this ironed out as soon as possible, so the next one is easy - as you suggested before.

> -----Original Message-----

> From: Forbes, Scott
> Sent: Wednesday, January 07, 2004 2:54 PM
> To: James Pierce, Jr., PE, DEE (E-mail)
> Cc: Daugherty, Clarence
> Subject: Water System Vulnerability Contract

>
> Jim,

> I hope the holidays treated you well. I have used time over the holidays
> to incorporate the comments you provided to Clarence and comments from our
> attorneys to develop the enclosed Professional Service Agreement that we
> can hopefully use on this project and future projects with the Town.

> In reviewing the comments from Mr. John Hill on reimbursable costs I
> wanted to indicate that we will have subcontractor work and other expenses
> on this project and will be requesting reimbursement from the Town. We
> will not be adding an administrative charge to the reimbursable services
> or expenses. The cost of those reimbursable items are a part of the
> not-to-exceed fee that we have shown in the agreement. As they occur the
> reimbursable items will show up on our invoices in addition to the time
> charges by our employees. Please keep in mind that the total charges to
> the Town will not exceed the amounts shown in the agreement as long as the
> scope of work does not change.

> I have highlighted some language changes in Item 8 on the second page of
> the agreement that I would ask you to review with your legal staff:

> Under (d) .1 - We will only list the Town as an additional insured on our
> auto and commercial liability policies and I have shown language to take
> that into account.

> Under (d) .3 - We would request that this be removed from the agreement.
> For example, if we grant a waiver on worker's compensation coverage we
> will not be able to recover against the Town in the event the Town has
> been negligent or otherwise at fault in causing injury to one of our
> employees. This doesn't seem like a big issue for this project but it
> could be on future projects and we would like see if we can get the
> language removed if that is acceptable to the Town.

> Under the indemnity paragraph we are suggesting some language changes that
> we would like for you to review.

> Please provide me with any comments you may have so that we can get the
> agreement in its final form, signed and forwarded to you for execution by

> the Town. If you have any questions, please send me an e-mail or give me
> a call at 972-588-3144.
>
> Thanks,
>
> Scott Forbes, P.E.
> Senior Project Manager
> PBS&J
> 18383 Preston Road, Suite 500
> Dallas, Texas 75252
> 972-818-PBSJ (Main)
> 972-588-3144 (Direct)
> 972-380-2609 (Fax)
> wsforbes@pbsj.com
> www.pbsj.com
>
> <<CentralRegion 1-5-04.doc>> <<psa Addison VA 1-5-04.doc>> <<VA Att A,
> Scope 1-5-04.doc>>

PROFESSIONAL SERVICE AGREEMENT

THIS AGREEMENT, made and entered into _____, by and between Post, Buckley, Schuh & Jernigan, Inc. (PBS&J) and the Client identified herein, provides for the Professional Services described under Item 2 of this Agreement.

CLIENT: Town of Addison, Texas
ADDRESS: P.O. Box 9010
Addison, Texas 75001-9010

PHONE NUMBER: (972) 450-2879
FAX NUMBER: (972) 450-2834
CONTACT PERSON: James Pierce

PROJECT NUMBER: _____
SHORT TITLE: Water System Vulnerability Assessment

1. DESCRIPTION OF PROJECT SITE:

Town of Addison

2. SCOPE OF SERVICES TO BE PROVIDED BY PBS&J

(If additional pages are necessary, they are identified as Attachment A):

See Attachment A

3. THE COMPENSATION TO BE PAID PBS&J for providing the requested services shall be (If additional pages are necessary, they are identified as Attachment B):

- Direct personnel expense plus a surcharge of _____ %, plus reimbursable costs.*
- A Lump-Sum charge of \$ _____ , plus out-of-pocket expenses.*
- Unit Cost/Time Charges identified in Attachment B, plus reimbursable costs.*
- Other - See Attachment B.

* See explanation under Item 5 below.

4. IF PBS&J's SERVICES UNDER THIS AGREEMENT ARE DELAYED for reasons beyond PBS&J's control, the time of performance shall be adjusted appropriately. Except where the services provided are under a continuous service contract for more than one year, if the services under this Agreement are delayed for a period of more than one (1) year from the beginning date (as above provided), the fees shall be subject to renegotiation; any change in such fees shall apply only to the unfinished services as of the effective date of such change.

IN WITNESS WHEREOF, this Agreement is accepted on the date written above and subject to the terms and conditions set forth above. (SIGN WITH BALL POINT PEN)

CLIENT: Town of Addison

POST, BUCKLEY, SCHUH & JERNIGAN, INC.

SIGNED: _____

SIGNED: _____

TYPED NAME: Ron Whitehead

TYPED NAME: John R. Schenck

TITLE: City Manager

TITLE: Senior Vice President

DATE: _____

DATE: _____

5. **COMPENSATION:** Direct personnel expense shall be defined as: the cost of salaries and fringe benefit costs related to vacation, holiday, and sick leave pay; contributions for Social Security, Workers' Compensation Insurance, retirement benefits, and medical and insurance benefits; unemployment and payroll taxes; and other allowed benefits of those employees directly engaged in the performance of the requested service.

Reimbursable costs include: fees of Professional Associates (whose expertise is required to complete the project) and out-of-pocket expenses, the cost of which shall be charged at actual costs and shall be itemized and included in the invoice.

Typical out-of-pocket expenses shall include, but not be limited to, travel expenses (lodging, meals, etc.), job-related mileage at the prevailing Company rate, long distance telephone calls, courier, printing and reproduction costs, and survey supplies and materials. In the event the requested service involves the use of electronic measuring equipment, computers, plotters, and other special equipment such as boats, swamp buggies, etc., an additional direct charge shall be made for the use of this equipment.

6. **INVOICE PROCEDURES AND PAYMENT:** PBS&J shall submit invoices to the Client for work accomplished during each calendar month. For services provided on a Lump Sum basis, the amount of each monthly invoice shall be determined on the "percentage of completion method" whereby PBS&J will estimate the percentage of the total work (provided on a Lump Sum basis) accomplished during the invoicing period. Monthly invoices shall include, separately listed, any charges for services for which time charges and/or unit costs shall apply. Such invoices shall also include, separately listed, any charges for Professional Associates and reimbursable costs. Such invoices shall be submitted by PBS&J as soon as possible after the end of the month in which the work was accomplished and shall be due and payable by the client upon receipt.

The Client, as owner or authorized agent for the owner, hereby agrees that payment as provided herein will be made for said work within 30 days from the date the invoice for same is mailed to the Client at the address set out herein or is otherwise delivered, and, in default of such payment, hereby agrees to pay all costs of collection, including reasonable attorney's fees, regardless of whether legal action is initiated. The Client hereby acknowledges that unpaid invoices shall accrue interest at the maximum rate allowed by law after they have been outstanding for over 30 days. PBS&J reserves the right to suspend all services on the Client's project without notice if an invoice remains unpaid 45 days after date of invoice. This suspension shall remain in effect until all unpaid invoices are paid in full.

It is understood and agreed that PBS&J's services under this Agreement do not include participation, whatsoever, in any litigation. Should such services be required, a supplemental Agreement may be negotiated between the Client and PBS&J describing the services desired and providing a basis for compensation to PBS&J.

7. **COST ESTIMATES:** Client hereby acknowledges that PBS&J cannot warrant that any cost estimates provided by PBS&J will not vary from actual costs incurred by the Client.
8. **LIMIT OF LIABILITY:** PBS&J shall procure and continuously maintain during the term of this Agreement insurance as follows:

- (a) Workers' Compensation insurance at statutory limits, including Employers' Liability coverage at minimum limits of \$1,000,000 each occurrence each accident/\$1,000,000 by disease each occurrence/\$1,000,000 by disease aggregate.
- (b) Commercial General Liability at combined single limits of at least \$1,000,000 per occurrence and \$1,000,000 general aggregate for bodily injury and property damage, which coverage shall include products/completed operations (\$1,000,000 products/ completed operations aggregate), and XCU (Explosion, Collapse, Underground) hazards, and contractual liability. Coverage for products/completed operations must be maintained for at least two (2) years after the construction work has been completed. Owner will be named as an additional insured with respect to the PBS&J's services performed under this Agreement.
- (c) Commercial Automobile Liability insurance at minimum combined single limits of \$1,000,000 per-occurrence for bodily injury and property damage, including coverage for owned, non-owned and hired vehicles.
- (d) Professional Liability (Errors & Omission Insurance) with a limit of at least \$1,000,000 per occurrence and annual aggregate on a claims-made basis. This coverage must be maintained for at least two (2) years after the Project is completed. A policy retroactive date equivalent to the inception date of this Agreement (or earlier) must be maintained during the full term of this Agreement.

With reference to the foregoing insurance requirements, PBS&J's insurance policies shall comply with the following:

- .1 The Town of Addison, Texas shall be named as an additional insured with respect to all on the auto and commercial liability policies only.
- .2 All liability policies shall contain no cross liability exclusions or insured versus insured restrictions.
- ~~.3 A waiver of subrogation in favor of the Town of Addison, Texas shall be contained in the workers compensation and all liability policies.~~
- .4 Such insurance shall be maintained in full force and effect and shall not be canceled, altered or amended without thirty (30) days prior written notice having first been furnished to the Town of Addison.
- .5 All insurance policies, which name The Town of Addison as an additional insured, shall be primary and non-contributory.
- .6 Required limits may be satisfied by any combination of primary and umbrella liability insurances.
- .7 PBS&J may maintain reasonable and customary deductibles, subject to reasonable approval by Owner.
- .8 Insurance must be purchased from insurers that are financially acceptable to Owner.

All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting the following: (i) sets forth all endorsements and insurance coverages according to requirements and instructions contained herein, and (ii) shall specifically set forth the notice-of-cancellation or termination provisions to the Town of Addison.

PBS&J agrees to indemnify and hold harmless the Town of Addison, Texas, its officials, officers, and employees, and agents from and against any and all damages, claims, causes of action, liabilities, lawsuits, demands, judgments, penalties, fines, harm, loss, cost or expense for any property damage or destruction and/or bodily injury, sickness, disease, or death, breach of contract, or other harm for which recovery of damages or any other form of relief (whether at law, in equity, or otherwise) is sought, to the extent caused by or resulting from any error, omission, negligence, gross negligence, or willful misconduct of PBS&J, its agents, directors, officers, employees, contractors, subcontractors, representatives, consultants, or affiliates, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, in connection with or in the performance of the services under this Agreement. The provisions of this paragraph shall survive the expiration or termination of this Agreement.

9. **CONSTRUCTION SERVICES:** If, under this Agreement, professional services are provided during the construction phase of the project, PBS&J shall not be responsible for or have control over means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work; nor shall PBS&J be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents or for the Contractor's failure to comply with applicable laws, ordinances, rules or regulations.
10. **INSURANCE:** PBS&J shall at all times carry Workers' Compensation insurance as required by statute; commercial general liability insurance including bodily injury and property damage; automobile liability coverage; and professional liability coverage. Insurance certificates will be provided to the Client upon request. Client agrees to require that PBS&J be named as an additional insured on insurance coverages provided by contractors on the project.

11. **ASSIGNMENT:** Neither the Client nor PBS&J will assign or transfer its interest in this Agreement without the prior written consent of the other. PBS&J will not subcontract any of its, rights duties or obligations hereunder without Client's prior written consent.
12. **SUSPENSION, TERMINATION, CANCELLATION OR ABANDONMENT:** Client has the right, in its sole discretion, with or without cause, to suspend, cancel, terminate or abandon the project described in Attachment A or services of PBS&J hereunder. In the event the project described in Attachment A, or the services of PBS&J called for under this Agreement, is/are suspended, cancelled, terminated or abandoned by the Client, PBS&J shall be given at least seven (7) days prior written notice of such action and shall be compensated for the professional services properly provided up to the date of suspension, termination, cancellation or abandonment in accordance with the provisions of this Agreement for all such work performed up to the date of suspension, termination, cancellation or abandonment, including reimbursable expenses.
13. **ENTIRETY OF AGREEMENT:** This writing, including attachments and addenda, if any, embodies the entire agreement and understanding between the parties hereto, and there are no other agreements and understandings, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby. No alteration, change or modification of the terms of this Agreement shall be valid unless made in writing signed by both parties hereto.
14. **DOCUMENTS:** Any reuse by the client or others of documents and plans that result from PBS&J's services under this agreement, for the purposes other than in connection with the purpose for which PBS&J's work is being performed hereunder, shall be at the Client's or others' sole risk without liability to PBS&J.
15. **WAIVER:** Any failure by PBS&J or client to require strict compliance with any provision of this contract shall not be construed as a waiver of such provision, and PBS&J or client (as the case may be) may subsequently require strict compliance at any time, notwithstanding any prior failure to do so.
16. **DISPUTE RESOLUTION:** If a dispute arises out of or relates to this Agreement or the breach thereof, the parties will attempt to settle the matter between themselves. If no agreement can be reached the parties agree to use mediation with a mutually agreed upon mediator before resorting to a judicial forum. The cost of a third party mediator will be shared equally by the parties. In the event of litigation, the prevailing party will be entitled to reimbursement of all reasonable costs and attorneys' fees. The parties mutually agree that a similar dispute resolution clause will be contained in all other contracts executed by Client concerning or related to this contract and all subcontracts executed by PBS&J.
17. **HAZARDOUS WASTE, MATERIALS OR SUBSTANCES:** Unless otherwise specifically provided in this Agreement, PBS&J shall not be responsible for or have control over the discovery, presence, handling, removal, transport or disposal of hazardous waste, materials or substances in any form on the project site.
18. **GOVERNING LAW:** This Agreement shall be governed by and construed according to the laws of the State (Texas) where the situs of the work is located (and, with respect to any conflict of law provisions, the parties agree that such conflict of law provisions shall not affect the application of the law of Texas, without reference to its conflict of law provisions, to the governing and construction of this Agreement). In the event of any action under this Agreement, venue for all causes of action shall be instituted and maintained in Dallas County, Texas.
19. **LIMITED COPYRIGHT LICENSE:** PBS&J grants Client a paid-up, non-transferable, non-exclusive license to make or have made copies of any copyrightable materials delivered under this Agreement and specifically marked by PBS&J as "Reproduction Authorized".
20. **INTELLECTUAL PROPERTY:** With the sole exception of specifically marked reproducible materials subject to the Limited Copyright License herein, all worldwide right, title and interest in and to any and all Intellectual Property conceived, invented, authored or otherwise made by or on this Agreement shall remain the sole and exclusive property of PBS&J, its successors and assigns unless licensed or assigned by PBS&J pursuant to a separate written instrument. The term "Intellectual Property shall be construed broadly to include all forms of intellectual property including without limitation all inventions, discoveries, designs, plans, improvements, trademarks, service marks and copyrights in drawings, computer programs, architectural works and in all other original works of authorship.

ATTACHMENT- Scope of Services
ATTACHMENT B-Compensation
ADDENDA A (if required)

ATTACHMENT A
SCOPE OF SERVICES
TOWN OF ADDISON
WATER SYSTEM VULNERABILITY ASSESSMENT AND
EMERGENCY RESPONSE PLAN UPDATE

Phase I - Vulnerability Assessment

PBS&J proposes to utilize a cost effective process to complete the VA for the Town of Addison that will satisfy EPA requirements. The VA will be performance based, meaning that it will evaluate the risk to the utility system based on the effectiveness (performance) of existing and planned measures to counteract potential adversarial situations. The project approach will address the elements recommended in EPA guidelines including:

- (1) Characterization of the utility system, including its mission and objectives,
- (2) Identification and prioritization of adverse consequences to avoid,
- (3) Determination of critical assets that might be subject to malevolent acts that could result in negative consequences,
- (4) Assessment of the likelihood of identified malevolent acts from adversaries,
- (5) Evaluation of existing countermeasures, including operational procedures and security policies,
- (6) Analysis of current risk and development of a prioritized plan for risk reduction.

Prior to commencing work on-site, the PBS&J team will review available utility system maps, drawings, and data, in an effort to formulate an efficient project plan and schedule. This will include collecting information on existing infrastructure and systems, operational data, policies and procedures, and staffing.

The assessment team will consist of the PBS&J personnel, as well as individuals from the Town of Addison, such as the City Manager, the Director of Public Works, and representatives from the police and fire department, who are familiar with the facilities and existing emergency response plans. The project will begin with a team meeting and discussion with representatives of the pertinent departments, to develop an understanding of system operations and policies, and to gather information from law enforcement representatives and other first-responders. Missions, criteria, and priorities of the utility system will be established as a basis for development of the VA. Information obtained will be used to develop the Design Basis Threat, which will serve as a benchmark that will be used throughout the evaluation process.

Site visits of all water utility facilities and systems will be conducted, during which time any potential risks and hazards will be noted. Existing security features will be identified and reviewed for effectiveness. Following the compilation and review of the field data, the team will again assemble and be briefed.

A comprehensive final VA report will be prepared in writing. The report will provide background information on the VA process and explain its purpose, describe the various water utility facilities, address the threat assessment evaluation and site characterization methods and results, and describe existing security systems effectiveness. It will make general recommendations for security, consequence mitigation, and security recommendations for specific sites, systems, etc. Also included will be a prioritized plan of action with milestones, based upon recommended actions. As required, the report will recommend physical, operational, and procedural upgrades, and provide preliminary cost estimates.

Because many water utilities are operated or administered by local governments, such as the Town of Addison, they are subject to state disclosure laws. Information concerning the security of water utility systems is sensitive, and must be treated as confidential and stored in a secure place. Recommendations for the development of appropriate methods to protect security information and the results of VA will be provided.

Phase II – Emergency Response Plan Update

It is our understanding that the Town of Addison has an ERP that addresses water utility system situations. PBS&J proposes to assist in the updating of the existing plan to incorporate the results of the VA; specifically plans, procedures, and the identification of equipment that can be implemented or utilized in the event of a terrorist or other intentional attack. This task will also include providing information concerning actions, procedures, and identification of equipment which can lessen the impact of terrorist attacks or other intentional actions on public health and safety and the supply of drinking water.

Any and all reports, materials, data, surveys, information, or other work (together, 'Information') collected, prepared or produced by or for PBS&J pursuant to this Agreement is confidential and shall be held in strict confidence by PBS&J. PBS&J shall not, without the Client's written consent, disclose any such Information to any person or entity other than to PBS&J's employees legally bound to abide by the terms hereof and having a need to know such information in connection with PBS&J's performance of services hereunder, or use such information other than in connection with the performance of the services hereunder. In the event of PBS&J's breach or threatened breach of this provision, Client shall be entitled to an injunction or restraining order obtained from any court having appropriate jurisdiction restraining PBS&J from any unauthorized use or disclosure of such Information, but such injunction or restraining order shall not limit the Client's right to seek any other remedy available to Client, whether at law or in equity or otherwise, in connection with such breach or threatened breach. The obligations set forth in this paragraph shall survive the expiration or termination of this Agreement.

ATTACHMENT B

COMPENSATION

**TOWN OF ADDISON
WATER SYSTEM VULNERABILITY ASSESSMENT AND
EMERGENCY RESPONSE PLAN UPDATE**

Phase I and Phase II Services.

PBS&J proposes to perform Phase I and II of the project on a time and materials basis (including reimbursable costs), with not to exceed fees of \$27,500 and \$3,500, respectively. The compensation to be paid PBS&J for providing Phase I and Phase II services shall be direct personnel expense, equipment expense and reimbursable costs as defined on the attached Standard Rate Schedule (Attachment I).

The Town will be invoiced monthly according to the hours spent by the personnel or equipment and reimbursable costs, although the total amount of the contract will not exceed the amounts described above without approval of the Town of Addison.

Additional Services.

Compensation for any additional services requested by the Town of Addison not covered by Attachment A will be on the same time and material basis as described above.

ATTACHMENT 1

STANDARD RATE SCHEDULE

PERSONNEL:

Personnel cost is reimbursed based on a multiplier of 2.5 applied to direct personnel expense. Direct personnel expense for each employee is based on the cost of salaries and fringe benefit costs related to vacation, holiday, and sick leave pay; contributions for Social Security, Workers' Compensation Insurance, retirement benefits, and medical and insurance benefits; unemployment and payroll taxes; and other allowed benefits of those employees directly engaged in the performance of the requested service. Ranges of hourly direct personnel expense by personnel classification are as follows:

Principal / Director	\$ 50.00 to \$ 100.00
Senior Engineering Staff	\$ 29.00 to \$ 85.00
Engineering Staff	\$ 19.00 to \$ 55.00
Senior Scientist	\$ 23.00 to \$ 70.00
Scientist	\$ 13.00 to \$ 40.00
Senior Survey Staff	\$ 28.00 to \$ 55.00
Survey Staff	\$ 15.00 to \$ 31.00
Senior Technical Support	\$ 20.00 to \$ 48.00
Technical Support	\$ 11.00 to \$ 28.00
Lab Technicians	\$ 8.00 to \$ 30.00
Senior Clerical / Administration	\$ 24.00 to \$ 45.00
Clerical / Administration	\$ 9.00 to \$ 32.00

SURVEY FIELD CREWS:

Survey field crews and equipment will be provided at the following fixed hourly rates:

Two-man Field Crew	\$ 95.00 per hour
Three-man Field Crew	\$ 120.00 per hour
Four-man Field Crew	\$ 145.00 per hour
Additional Rodman, Chainman, or Flagman	\$ 25.00 per hour
G.P.S. Static Receivers	\$ 160.00 per day per receiver
G.P.S. RTK System	\$ 400.00 per day

There is no mileage charge when the job site is within 50 miles of the office from which the survey crew originates. OSHA 29 CFR 1910.120 certified field and office personnel are available upon request at an additional cost.

REIMBURSABLE COSTS:

Reimbursable costs include: fees of Professional Associates (whose expertise is required to complete the project) and out-of-pocket expenses, the cost of which shall be charged at actual costs plus an administrative charge as described in the contract and shall be itemized and included in the invoice.

Typical out-of-pocket expenses shall include, but not be limited to, travel expenses (lodging, meals, etc.), job-related mileage at the prevailing Company rate, long distance telephone calls, courier, printing and reproduction costs, and survey supplies and materials. In the event the requested service involves the use of electronic measuring equipment, computers, plotters, and other special equipment such as boats, swamp buggies, etc., an additional direct charge shall be made for the use of this equipment.

PROCEDURES AND PAYMENTS:

PBS&J shall submit invoices to the Client for work accomplished during each calendar month. For services provided on a Lump Sum basis, the amount of each monthly invoice shall be determined on the "percentage of completion method" whereby PBS&J will estimate the percentage of the total work (provided on a Lump Sum basis) accomplished during the invoicing period. Monthly invoices shall include, separately listed, any charges for services for which time charges and/or unit costs shall apply. Such invoices shall also include, separately listed, any charges for Professional Associates and reimbursable costs. Such invoices shall be submitted by PBS&J as soon as possible after the end of the month in which the work was accomplished and shall be due and payable by the Client upon

receipt. The Client agrees that the monthly invoice from PBS&J is correct, conclusive, and binding on the Client unless the Client within twenty (20) working days from the date of receipt of such invoice, notifies PBS&J in writing of alleged inaccuracies, discrepancies, errors in the invoice, or the need for additional backup.

The Client, as owner or authorized agent for the owner, hereby agrees that payment as provided herein will be made for said work within 30 days from the date the invoice for same is mailed to the Client at the address set out herein or is otherwise delivered, and, in default of such payment, hereby agrees to pay all costs of collection, including reasonable attorney's fees, regardless of whether legal action is initiated. The Client hereby acknowledges that unpaid invoices shall accrue interest at the maximum rate allowed by law after they have been outstanding for over 30 days. PBS&J reserves the right to suspend all services on the Client's project without notice if an invoice remains unpaid 45 days after date of invoice. This suspension shall remain in effect until all unpaid invoices are paid in full.

PBS&J shall perform the services hereunder and use its professional skill, judgment, and abilities as an independent contractor in accordance with its own methods, this Agreement, and the generally accepted standards of ordinary and reasonable skill and care usually exercised by reputable members of its profession performing the same or similar services at the time and locality PBS&J's services are performed hereunder. PBS&J shall perform all work hereunder in a manner satisfactory and acceptable to Client in accordance with such standard of care. PBS&J services consist of those services performed by the PBS&J, and its directors, officers, employees, agents, contractors, subcontractors, representatives, and consultants. Nothing in this Agreement is intended nor shall be construed to create an employer-employee relationship, a partnership, a joint venture, or a joint enterprise relationship, or to allow the Town to exercise discretion or control over the professional manner or method in which the PBS&J performs the services which are the subject matter of this Agreement; provided always however that the services to be provided by PBS&J shall be provided in a manner consistent with all applicable standards and regulations governing such services and with this Agreement. The employees and agents of, and the methods, equipment and facilities used by, PBS&J shall at all times be under PBS&J's exclusive direction and control.

For purposes of this Agreement, notices and all other communications provided for herein shall be in writing, addressed as provided hereinafter to the party to whom the notice or request is given, and shall be either (i) delivered personally, (ii) sent by United States certified mail, postage prepaid, return receipt requested, or (iii) placed in the custody of Federal Express Corporation or other nationally recognized carrier to be delivered overnight. Notice shall be deemed given: when received if delivered personally; forty-eight (48) hours after deposit if sent by mail; and twenty-four (24) hours after deposit if sent overnight by Federal Express or other nationally recognized carrier. For purposes of any notice to be given hereunder, the addresses of the respective parties are as follows:

To PBS&J:

PBS&J
18383 Preston Road, Suite 500
Dallas, Texas 75252
Attn: Clarence Daugherty, P.E.

To Client:

Town of Addison, Texas
5300 Belt Line Road
Dallas, Texas 75254
Attn: City Manager

All obligations arising prior to the termination or expiration of this Agreement and all provisions of this Agreement allocating responsibility or liability between PBS&J and Client shall survive the cancellation, expiration or termination of this Agreement. Any rights and remedies either party may have with respect to the other arising out of the performance of services during the term of this Agreement shall survive the cancellation, expiration or termination of this Agreement.

If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable and this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision is not a part hereof, and the remaining provisions hereof shall remain in full force and effect. In lieu of any illegal, invalid or unenforceable provision herein, there shall be added automatically as a part of this Agreement a provision as similar in its terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by either party shall not preclude or waive its right to use any or all other remedies. Said rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance, or otherwise.

This Agreement and each of its provisions are solely for the benefit of the parties hereto and are not intended to create or grant any rights, contractual or otherwise, to any third person or entity.

The undersigned officers and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties hereto, and each party hereby certifies to the other that any necessary resolutions or other act extending such authority have been duly passed and are now in full force and effect.

Central Region / Updated for Addison 1/5/04

Jim Pierce

From: HILL, JOHN [jhill@cowlesthompson.com]
Sent: Monday, January 19, 2004 12:55 PM
To: Jim Pierce
Cc: Mike Murphy; DiPPEL, KEN; Washington, Angela
Subject: FW: Water System Vulnerability Contract



CentralRegion
1-5-04.doc



psa Addison VA
1-5-04.doc



VA Att A, Scope
1-5-04.doc

IMPORTANT/CONFIDENTIAL: This message contains information from the law firm of Cowles & Thompson, P.C. which may be privileged, confidential, and exempt from disclosure under applicable law. If the reader of this message is not the intended recipient or the employee, or agent responsible for delivering the message to the intended recipient, you are hereby notified that any dissemination, distribution, or copying of this communication is strictly prohibited. If you have received this communication in error, please notify us immediately at our telephone number (214) 672-2000

**

Jim, attached are the documents regarding the vulnerability assessment. Some comments:

1. Note that there has been no change to the provisions regarding reimbursable costs. As I mentioned in my earlier memo to you, I had understood that the amount to be paid to PBS&J included all reimbursable costs, and that references to "reimbursable costs" were therefore to be deleted. OK
2. The modifications to the insurance provisions (Section 8) should be submitted to and reviewed by Randy Moravec's office. In particular, the waiver of subrogation language has been deleted, and that is something we typically require.
3. In the indemnity paragraph contained in Section 8, I am not sure why "claims" has been deleted.
4. In Attachment A (Scope of Services), the last sentence on the first page states that "Information obtained will be used to develop the Design Basis Threat, which will serve as a benchmark that will be used throughout the evaluation process." However the capitalized phrase "Design Basis Threat" is not defined. OK
5. A number of paragraphs were added as was suggested, but they were added to Attachment 1 (Standard Rate Schedule). I have deleted those from Attachment 1 and added them to the Professional Service Agreement (please note that Section 27 has been modified by deleting the word "undersigned" and adding the words "signing this Agreement.") In addition, please note a couple of other minor changes to the Professional Service Agreement.

After your review, please let me know if you have any questions/comments or would like to discuss any of these items.

John

-----Original Message-----

From: Jim Pierce [mailto:jpierce@ci.addison.tx.us]
Sent: Wednesday, January 07, 2004 4:39 PM
To: John Hill (E-mail)
Cc: Mike Murphy
Subject: FW: Water System Vulnerability Contract

John: Please see attached and lets discuss.

Jim Pierce, P.E.
Assistant Public Works Director
P.O. Box 9010
Addison, TX 75001-9010
972-450-2879

-----Original Message-----

From: Daugherty, Clarence [mailto:CDaugherty@pbsj.com]
Sent: Wednesday, January 07, 2004 4:24 PM
To: Jim Pierce
Cc: Forbes, Scott
Subject: FW: Water System Vulnerability Contract

Jim, just to add a comment. Slade Strickland and I have an appointment this week to talk about us helping him with a failing screening wall. So it really would be good to get this ironed out as soon as possible, so the next one is easy - as you suggested before.

> -----Original Message-----

> From: Forbes, Scott
> Sent: Wednesday, January 07, 2004 2:54 PM
> To: James Pierce, Jr., PE, DEE (E-mail)
> Cc: Daugherty, Clarence
> Subject: Water System Vulnerability Contract

>

> Jim,

>

> I hope the holidays treated you well. I have used time over the holidays
> to incorporate the comments you provided to Clarence and comments from our
> attorneys to develop the enclosed Professional Service Agreement that we
> can hopefully use on this project and future projects with the Town.

>

> In reviewing the comments from Mr. John Hill on reimbursable costs I
> wanted to indicate that we will have subcontractor work and other expenses
> on this project and will be requesting reimbursement from the Town. We
> will not be adding an administrative charge to the reimbursable services
> or expenses. The cost of those reimbursable items are a part of the
> not-to-exceed fee that we have shown in the agreement. As they occur the
> reimbursable items will show up on our invoices in addition to the time
> charges by our employees. Please keep in mind that the total charges to
> the Town will not exceed the amounts shown in the agreement as long as the
> scope of work does not change.

>

> I have highlighted some language changes in Item 8 on the second page of
> the agreement that I would ask you to review with your legal staff:

>

> Under (d) .1 - We will only list the Town as an additional insured on our
> auto and commercial liability policies and I have shown language to take
> that into account.

>

> Under (d) .3 - We would request that this be removed from the agreement.
> For example, if we grant a waiver on worker's compensation coverage we
> will not be able to recover against the Town in the event the Town has
> been negligent or otherwise at fault in causing injury to one of our

> employees. This doesn't seem like a big issue for this project but it
> could be on future projects and we would like see if we can get the
> language removed if that is acceptable to the Town.
>
> Under the indemnity paragraph we are suggesting some language changes that
> we would like for you to review.
>
> Please provide me with any comments you may have so that we can get the
> agreement in its final form, signed and forwarded to you for execution by
> the Town. If you have any questions, please send me an e-mail or give me
> a call at 972-588-3144.
>
> Thanks,
>
> Scott Forbes, P.E.
> Senior Project Manager
> PBS&J
> 18383 Preston Road, Suite 500
> Dallas, Texas 75252
> 972-818-PBSJ (Main)
> 972-588-3144 (Direct)
> 972-380-2609 (Fax)
> wsforbes@pbsj.com
> www.pbsj.com
>
> <<CentralRegion 1-5-04.doc>> <<psa Addison VA 1-5-04.doc>> <<VA Att A,
> Scope 1-5-04.doc>>

This e-mail and any files or attachments transmitted with it contains
Information that is confidential and privileged. This document may contain
Protected Health Information (PHI) or other information that is intended
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regulations. If you have received this information in error, please delete
it and notify Hamid Khalehipour at 972-450-2868 immediately. Thank you.

PROFESSIONAL SERVICE AGREEMENT

THIS AGREEMENT, made and entered into _____, by and between Post, Buckley, Schuh & Jernigan, Inc. (PBS&J) and the Client identified herein, provides for the Professional Services described under Item 2 of this Agreement.

CLIENT: Town of Addison, Texas
ADDRESS: P.O. Box 9010
Addison, Texas 75001-9010

PHONE NUMBER: (972) 450-2879
FAX NUMBER: (972) 450-2834
CONTACT PERSON: James Pierce

PROJECT NUMBER: _____
SHORT TITLE: Water System Vulnerability Assessment

1. DESCRIPTION OF PROJECT SITE:

Town of Addison

2. SCOPE OF SERVICES TO BE PROVIDED BY PBS&J

(If additional pages are necessary, they are identified as Attachment A):

See Attachment A

3. THE COMPENSATION TO BE PAID PBS&J for providing the requested services shall be (If additional pages are necessary, they are identified as Attachment B):

- Direct personnel expense plus a surcharge of _____ %, plus reimbursable costs.*
- A Lump-Sum charge of \$ _____ , plus out-of-pocket expenses.*
- Unit Cost/Time Charges identified in Attachment B, plus reimbursable costs.*
- Other - See Attachment B.

* See explanation under Item 5 below.

4. IF PBS&J's SERVICES UNDER THIS AGREEMENT ARE DELAYED for reasons beyond PBS&J's control, the time of performance shall be adjusted appropriately. Except where the services provided are under a continuous service contract for more than one year, if the services under this Agreement are delayed for a period of more than one (1) year from the beginning date (as above provided), the fees shall be subject to renegotiation; any change in such fees shall apply only to the unfinished services as of the effective date of such change.

IN WITNESS WHEREOF, this Agreement is accepted on the date written above and subject to the terms and conditions set forth above. (SIGN WITH BALL POINT PEN)

CLIENT: Town of Addison

POST, BUCKLEY, SCHUH & JERNIGAN, INC.

SIGNED: _____

SIGNED: _____

TYPED NAME: Ron Whitehead

TYPED NAME: John R. Schenck

TITLE: City Manager

TITLE: Senior Vice President

DATE: _____

DATE: _____

5. **COMPENSATION:** Direct personnel expense shall be defined as: the cost of salaries and fringe benefit costs related to vacation, holiday, and sick leave pay; contributions for Social Security, Workers' Compensation Insurance, retirement benefits, and medical and insurance benefits; unemployment and payroll taxes; and other allowed benefits of those employees directly engaged in the performance of the requested service.

Reimbursable costs include: fees of Professional Associates (whose expertise is required to complete the project) and out-of-pocket expenses, the cost of which shall be charged at actual costs and shall be itemized and included in the invoice.

Typical out-of-pocket expenses shall include, but not be limited to, travel expenses (lodging, meals, etc.), job-related mileage at the prevailing Company rate, long distance telephone calls, courier, printing and reproduction costs, and survey supplies and materials. In the event the requested service involves the use of electronic measuring equipment, computers, plotters, and other special equipment such as boats, swamp buggies, etc., an additional direct charge shall be made for the use of this equipment.

6. **INVOICE PROCEDURES AND PAYMENT:** PBS&J shall submit invoices to the Client for work accomplished during each calendar month. For services provided on a Lump Sum basis, the amount of each monthly invoice shall be determined on the "percentage of completion method" whereby PBS&J will estimate the percentage of the total work (provided on a Lump Sum basis) accomplished during the invoicing period. Monthly invoices shall include, separately listed, any charges for services for which time charges and/or unit costs shall apply. Such invoices shall also include, separately listed, any charges for Professional Associates and reimbursable costs. Such invoices shall be submitted by PBS&J as soon as possible after the end of the month in which the work was accomplished and shall be due and payable by the client upon receipt.

The Client, as owner or authorized agent for the owner, hereby agrees that payment as provided herein will be made for said work within 30 days from the date the invoice for same is mailed to the Client at the address set out herein or is otherwise delivered, and, in default of such payment, hereby agrees to pay all costs of collection, including reasonable attorney's fees, regardless of whether legal action is initiated. The Client hereby acknowledges that unpaid invoices shall accrue interest at the maximum retailed by law after they have been outstanding for over 30 days. PBS&J reserves the right to suspend all services on the Client's project without notice if an invoice remains unpaid 45 days after date of invoice. This suspension shall remain in effect until all unpaid invoices are paid in full.

It is understood and agreed that PBS&J's services under this Agreement do not include participation, whatsoever, in any litigation. Should such services be required, a supplemental Agreement may be negotiated between the Client and PBS&J describing the services desired and providing a basis for compensation to PBS&J.

7. **COST ESTIMATES:** Client hereby acknowledges that PBS&J cannot warrant that any cost estimates provided by PBS&J will not vary from actual costs incurred by the Client.
8. **INSURANCE; INDEMNITY LIMIT OF LIABILITY:** PBS&J shall procure and continuously maintain during the term of this Agreement insurance as follows:

- (a) Workers' Compensation insurance at statutory limits, including Employers' Liability coverage at minimum limits of \$1,000,000 each occurrence each accident/\$1,000,000 by disease each occurrence/\$1,000,000 by disease aggregate.
- (b) Commercial General Liability at combined single limits of at least \$1,000,000 per occurrence and \$1,000,000 general aggregate for bodily injury and property damage, which coverage shall include products/completed operations (\$1,000,000 products/ completed operations aggregate), and XCU (Explosion, Collapse, Underground) hazards, and contractual liability. Coverage for products/completed operations must be maintained for at least two (2) years after the construction work has been completed. Owner will be named as an additional insured with respect to the PBS&J's services performed under this Agreement.
- (c) Commercial Automobile Liability insurance at minimum combined single limits of \$1,000,000 per-occurrence for bodily injury and property damage, including coverage for owned, non-owned and hired vehicles.
- (d) Professional Liability (Errors & Omission Insurance) with a limit of at least \$1,000,000 per occurrence and annual aggregate on a claims-made basis. This coverage must be maintained for at least two (2) years after the Project is completed. A policy retroactive date equivalent to the inception date of this Agreement (or earlier) must be maintained during the full term of this Agreement.

With reference to the foregoing insurance requirements, PBS&J's insurance policies shall comply with the following:

- 1 The Town of Addison, Texas shall be named as an additional insured with respect to all on the auto and commercial liability policies only.
- 2 All liability policies shall contain no cross liability exclusions or insured versus insured restrictions.
- 3 ~~A waiver of subrogation in favor of the Town of Addison, Texas shall be contained in the workers compensation and all liability policies.~~
- 4 Such insurance shall be maintained in full force and effect and shall not be canceled, altered or amended without thirty (30) days prior written notice having first been furnished to the Town of Addison.
- 5 All insurance policies, which name The Town of Addison as an additional insured, shall be primary and non-contributory.
- 6 Required limits may be satisfied by any combination of primary and umbrella liability insurances.
- 7 PBS&J may maintain reasonable and customary deductibles, subject to reasonable approval by Owner.
- 8 Insurance must be purchased from insurers that are financially acceptable to Owner.

All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Certificates of insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting the following: (i) sets forth all endorsements and insurance coverages according to requirements and instructions contained herein, and (ii) shall specifically set forth the notice-of-cancellation or termination provisions to the Town of Addison.

PBS&J agrees to indemnify and hold harmless the Town of Addison, Texas, its officials, officers, and employees, ~~and agents~~ from and against any and all damages, ~~claims~~ causes of action, liabilities, lawsuits, demands, judgments, penalties, fines, harm, loss, cost or expense for any property damage or destruction and/or bodily injury, sickness, disease, or death, breach of contract, or other harm for which recovery of damages or any other form of relief (whether at law, in equity, or otherwise) is sought, to the extent caused by or resulting from any error, omission, negligence, gross negligence, or willful misconduct of PBS&J, its agents, directors, officers, employees, contractors, subcontractors, representatives, consultants, or affiliates, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, in connection with or in the performance of the services under this Agreement. The provisions of this paragraph shall survive the expiration or termination of this Agreement.

9. **CONSTRUCTION SERVICES:** If, under this Agreement, professional services are provided during the construction phase of the project, PBS&J shall not be responsible for or have control over means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work; nor shall PBS&J be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents or for the Contractor's failure to comply with applicable laws, ordinances, rules or regulations.
10. **INSURANCE:** PBS&J shall at all times carry Workers' Compensation insurance as required by statute; commercial general liability insurance including bodily injury and property damage; automobile liability coverage; and professional liability coverage. Insurance certificates will be provided to the Client upon request. Client agrees to require that PBS&J be named as an additional insured on insurance coverages provided by contractors on the project.

11. **ASSIGNMENT:** Neither the Client nor PBS&J will assign or transfer its interest in this Agreement without the prior written consent of the other. PBS&J will not subcontract any of its, rights duties or obligations hereunder without Client's prior written consent.
12. **SUSPENSION, TERMINATION, CANCELLATION OR ABANDONMENT:** Client has the right, in its sole discretion, with or without cause, to suspend, cancel, terminate or abandon the project described in Attachment A or services of PBS&J hereunder. In the event the project described in Attachment A, or the services of PBS&J called for under this Agreement, is/are suspended, cancelled, terminated or abandoned by the Client, PBS&J shall be given at least seven (7) days prior written notice of such action and shall be compensated for the professional services properly provided up to the date of suspension, termination, cancellation or abandonment in accordance with the provisions of this Agreement for all such work performed up to the date of suspension, termination, cancellation or abandonment, including reimbursable expenses.
13. **ENTIRETY OF AGREEMENT:** This writing, including attachments and addenda, if any (which attachments and addenda are incorporated herein and made a part hereof), embodies the entire agreement and understanding between the parties hereto, and there are no other agreements and understandings, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby. No alteration, change or modification of the terms of this Agreement shall be valid unless made in writing signed by both parties hereto.
14. **DOCUMENTS:** Any reuse by the client or others of documents and plans that result from PBS&J's services under this agreement, for the purposes other than in connection with the purpose for which PBS&J's work is being performed hereunder, shall be at the Client's or others' sole risk without liability to PBS&J.
15. **WAIVER:** Any failure by PBS&J or client to require strict compliance with any provision of this contract shall not be construed as a waiver of such provision, and PBS&J or client (as the case may be) may subsequently require strict compliance at any time, notwithstanding any prior failure to do so.
16. **DISPUTE RESOLUTION:** If a dispute arises out of or relates to this Agreement or the breach thereof, the parties will attempt to settle the matter between themselves. If no agreement can be reached the parties agree to use mediation with a mutually agreed upon mediator before resorting to a judicial forum. The cost of a third party mediator will be shared equally by the parties. In the event of litigation, the prevailing party will be entitled to reimbursement of all reasonable costs and attorneys' fees. The parties mutually agree that a similar dispute resolution clause will be contained in all other contracts executed by Client concerning or related to this contract and all subcontracts executed by PBS&J.
17. **HAZARDOUS WASTE, MATERIALS OR SUBSTANCES:** Unless otherwise specifically provided in this Agreement, PBS&J shall not be responsible for or have control over the discovery, presence, handling, removal, transport or disposal of hazardous waste, materials or substances in any form on the project site.
18. **GOVERNING LAW:** This Agreement shall be governed by and construed according to the laws of the State (Texas) where the situs of the work is located (and, with respect to any conflict of law provisions, the parties agree that such conflict of law provisions shall not affect the application of the law of Texas, without reference to its conflict of law provisions, to the governing and construction of this Agreement). In the event of any action under this Agreement, venue for all causes of action shall be instituted and maintained in Dallas County, Texas.
19. **LIMITED COPYRIGHT LICENSE:** PBS&J grants Client a paid-up, non-transferable, non-exclusive license to make or have made copies of any copyrightable materials delivered under this Agreement and specifically marked by PBS&J as "Reproduction Authorized".
20. **INTELLECTUAL PROPERTY:** With the sole exception of specifically marked reproducible materials subject to the Limited Copyright License herein, all worldwide right, title and interest in and to any and all Intellectual Property conceived, invented, authored or otherwise made by or on this Agreement shall remain the sole and exclusive property of PBS&J, its successors and assigns unless licensed or assigned by PBS&J pursuant to a separate written instrument. The term "Intellectual Property" shall be construed broadly to include all forms of intellectual property including without limitation all inventions, discoveries, designs, plans, improvements, trademarks, service marks and copyrights in drawings, computer programs, architectural works and in all other original works of authorship.
21. PBS&J shall perform the services hereunder and use its professional skill, judgment, and abilities as an independent contractor in accordance with its own methods, this Agreement, and the generally accepted standards of ordinary and reasonable skill and care usually exercised by reputable members of its profession performing the same or similar services at the time and locality PBS&J's services are performed hereunder. PBS&J shall perform all work hereunder in a manner satisfactory and acceptable to Client in accordance with such standard of care. PBS&J services consist of those services performed by the PBS&J, and its directors, officers, employees, agents, contractors, subcontractors, representatives, and consultants. Nothing in this Agreement is intended nor shall be construed to create an employer-employee relationship, a partnership, a joint venture, or a joint enterprise relationship, or to allow the Town to exercise discretion or control over the professional manner or method in which the PBS&J performs the services which are the subject matter of this Agreement; provided always however that the services to be provided by PBS&J shall be provided in a manner consistent with all applicable standards and regulations governing such services and with this Agreement. The employees and agents of, and the methods, equipment and facilities used by, PBS&J shall at all times be under PBS&J's exclusive direction and control.
22. For purposes of this Agreement, notices and all other communications provided for herein shall be in writing, addressed as provided hereinafter to the party to whom the notice or request is given, and shall be either (i) delivered personally, (ii) sent by United States certified mail, postage prepaid, return receipt requested, or (iii) placed in the custody of Federal Express Corporation or other nationally recognized carrier to be delivered overnight. Notice shall be deemed given: when received if delivered personally, forty-eight (48) hours after deposit if sent by mail, and twenty-four (24) hours after deposit if sent overnight by Federal Express or other nationally recognized carrier. For purposes of any notice to be given hereunder, the addresses of the respective parties are as follows:

<p><u>To PBS&J:</u></p> <p><u>PBS&J</u> <u>18383 Preston Road, Suite 500</u> <u>Dallas, Texas 75252</u> <u>Attn: Clarence Daugherty, P.E.</u></p>	<p><u>To Client:</u></p> <p><u>Town of Addison, Texas</u> <u>5300 Belt Line Road</u> <u>Dallas, Texas 75254</u> <u>Attn: City Manager</u></p>
--	--
23. All obligations arising prior to the termination or expiration of this Agreement and all provisions of this Agreement allocating responsibility or liability between PBS&J and Client shall survive the cancellation, expiration or termination of this Agreement. Any rights and remedies either party may have with respect to the other arising out of the performance of services during the term of this Agreement shall survive the cancellation, expiration or termination of this Agreement.
24. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable and this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision is not a part hereof, and the remaining provisions hereof shall remain in full force and effect. In lieu of any illegal, invalid or unenforceable provision herein, there shall be added automatically as a part of this Agreement a provision as similar in its terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.
25. The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by either party shall not preclude or waive its right to use any or all other remedies. Said rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance, or otherwise.
26. This Agreement and each of its provisions are solely for the benefit of the parties hereto and are not intended to create or grant any rights, contractual or otherwise, to any third person or entity.
27. The officers and/or agents of the parties hereto signing this Agreement are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties hereto, and each party hereby certifies to the other that any necessary resolutions or other act extending such authority have been duly passed and are now in full force and effect.

ATTACHMENT A - Scope of Services
ATTACHMENT B - Compensation
ADDENDA A (if required)

ATTACHMENT A
SCOPE OF SERVICES
TOWN OF ADDISON
WATER SYSTEM VULNERABILITY ASSESSMENT AND
EMERGENCY RESPONSE PLAN UPDATE

Phase I - Vulnerability Assessment

PBS&J proposes to utilize a cost effective process to complete the VA for the Town of Addison that will satisfy EPA requirements. The VA will be performance based, meaning that it will evaluate the risk to the utility system based on the effectiveness (performance) of existing and planned measures to counteract potential adversarial situations. The project approach will address the elements recommended in EPA guidelines including:

- (1) Characterization of the utility system, including its mission and objectives,
- (2) Identification and prioritization of adverse consequences to avoid,
- (3) Determination of critical assets that might be subject to malevolent acts that could result in negative consequences,
- (4) Assessment of the likelihood of identified malevolent acts from adversaries,
- (5) Evaluation of existing countermeasures, including operational procedures and security policies,
- (6) Analysis of current risk and development of a prioritized plan for risk reduction.

Prior to commencing work on-site, the PBS&J team will review available utility system maps, drawings, and data, in an effort to formulate an efficient project plan and schedule. This will include collecting information on existing infrastructure and systems, operational data, policies and procedures, and staffing.

The assessment team will consist of the PBS&J personnel, as well as individuals from the Town of Addison, such as the City Manager, the Director of Public Works, and representatives from the police and fire department, who are familiar with the facilities and existing emergency response plans. The project will begin with a team meeting and discussion with representatives of the pertinent departments, to develop an understanding of system operations and policies, and to gather information from law enforcement representatives and other first-responders. Missions, criteria, and priorities of the utility system will be established as a basis for development of the VA. Information obtained will be used to develop the Design Basis Threat, which will serve as a benchmark that will be used throughout the evaluation process.

Site visits of all water utility facilities and systems will be conducted, during which time any potential risks and hazards will be noted. Existing security features will be identified and reviewed for effectiveness. Following the compilation and review of the field data, the team will again assemble and be briefed.

A comprehensive final VA report will be prepared in writing. The report will provide background information on the VA process and explain its purpose, describe the various water utility facilities, address the threat assessment evaluation and site characterization methods and results, and describe existing security systems effectiveness. It will make general recommendations for security, consequence mitigation, and security recommendations for specific sites, systems, etc. Also included will be a prioritized plan of action with milestones, based upon recommended actions. As required, the report will recommend physical, operational, and procedural upgrades, and provide preliminary cost estimates.

Because many water utilities are operated or administered by local governments, such as the Town of Addison, they are subject to state disclosure laws. Information concerning the security of water utility systems is sensitive, and must be treated as confidential and stored in a secure place. Recommendations for the development of appropriate methods to protect security information and the results of VA will be provided.

Phase II – Emergency Response Plan Update

It is our understanding that the Town of Addison has an ERP that addresses water utility system situations. PBS&J proposes to assist in the updating of the existing plan to incorporate the results of the VA; specifically plans, procedures, and the identification of equipment that can be implemented or utilized in the event of a terrorist or other intentional attack. This task will also include providing information concerning actions, procedures, and identification of equipment which can lessen the impact of terrorist attacks or other intentional actions on public health and safety and the supply of drinking water.

Any and all reports, materials, data, surveys, information, or other work (together, 'Information') collected, prepared or produced by or for PBS&J pursuant to this Agreement is confidential and shall be held in strict confidence by PBS&J. PBS&J shall not, without the Client's written consent, disclose any such Information to any person or entity other than to PBS&J's employees legally bound to abide by the terms hereof and having a need to know such information in connection with PBS&J's performance of services hereunder, or use such information other than in connection with the performance of the services hereunder. In the event of PBS&J's breach or threatened breach of this provision, Client shall be entitled to an injunction or restraining order obtained from any court having appropriate jurisdiction restraining PBS&J from any unauthorized use or disclosure of such Information, but such injunction or restraining order shall not limit the Client's right to seek any other remedy available to Client, whether at law or in equity or otherwise, in connection with such breach or threatened breach. The obligations set forth in this paragraph shall survive the expiration or termination of this Agreement.

ATTACHMENT B
COMPENSATION
TOWN OF ADDISON
WATER SYSTEM VULNERABILITY ASSESSMENT AND
EMERGENCY RESPONSE PLAN UPDATE

Phase I and Phase II Services.

PBS&J proposes to perform Phase I and II of the project on a time and materials basis (including reimbursable costs), with not to exceed fees of \$27,500 and \$3,500, respectively. The compensation to be paid PBS&J for providing Phase I and Phase II services shall be direct personnel expense, equipment expense and reimbursable costs as defined on the attached Standard Rate Schedule (Attachment 1).

The Town will be invoiced monthly according to the hours spent by the personnel or equipment and reimbursable costs, although the total amount of the contract will not exceed the amounts described above without approval of the Town of Addison.

Additional Services.

Compensation for any additional services requested by the Town of Addison not covered by Attachment A will be on the same time and material basis as described above.

ATTACHMENT 1

STANDARD RATE SCHEDULE

PERSONNEL:

Personnel cost is reimbursed based on a multiplier of 2.5 applied to direct personnel expense. Direct personnel expense for each employee is based on the cost of salaries and fringe benefit costs related to vacation, holiday, and sick leave pay; contributions for Social Security, Workers' Compensation Insurance, retirement benefits, and medical and insurance benefits; unemployment and payroll taxes; and other allowed benefits of those employees directly engaged in the performance of the requested service. Ranges of hourly direct personnel expense by personnel classification are as follows:

Principal / Director	\$ 50.00 to \$ 100.00
Senior Engineering Staff	\$ 29.00 to \$ 85.00
Engineering Staff	\$ 19.00 to \$ 55.00
Senior Scientist	\$ 23.00 to \$ 70.00
Scientist	\$ 13.00 to \$ 40.00
Senior Survey Staff	\$ 28.00 to \$ 55.00
Survey Staff	\$ 15.00 to \$ 31.00
Senior Technical Support	\$ 20.00 to \$ 48.00
Technical Support	\$ 11.00 to \$ 28.00
Lab Technicians	\$ 8.00 to \$ 30.00
Senior Clerical / Administration	\$ 24.00 to \$ 45.00
Clerical / Administration	\$ 9.00 to \$ 32.00

SURVEY FIELD CREWS:

Survey field crews and equipment will be provided at the following fixed hourly rates:

Two-man Field Crew	\$ 95.00 per hour
Three-man Field Crew	\$ 120.00 per hour
Four-man Field Crew	\$ 145.00 per hour
Additional Rodman, Chainman, or Flagman	\$ 25.00 per hour
G.P.S. Static Receivers	\$ 160.00 per day per receiver
G.P.S. RTK System	\$ 400.00 per day

There is no mileage charge when the job site is within 50 miles of the office from which the survey crew originates. OSHA 29 CFR 1910.120 certified field and office personnel are available upon request at an additional cost.

REIMBURSABLE COSTS:

Reimbursable costs include: fees of Professional Associates (whose expertise is required to complete the project) and out-of-pocket expenses, the cost of which shall be charged at actual costs plus an administrative charge as described in the contract and shall be itemized and included in the invoice.

Typical out-of-pocket expenses shall include, but not be limited to, travel expenses (lodging, meals, etc.), job-related mileage at the prevailing Company rate, long distance telephone calls, courier, printing and reproduction costs, and survey supplies and materials. In the event the requested service involves the use of electronic measuring equipment, computers, plotters, and other special equipment such as boats, swamp buggies, etc., an additional direct charge shall be made for the use of this equipment.

PROCEDURES AND PAYMENTS:

PBS&J shall submit invoices to the Client for work accomplished during each calendar month. For services provided on a Lump Sum basis, the amount of each monthly invoice shall be determined on the "percentage of completion method" whereby PBS&J will estimate the percentage of the total work (provided on a Lump Sum basis) accomplished during the invoicing period. Monthly invoices shall include, separately listed, any charges for services for which time charges and/or unit costs shall apply. Such invoices shall also include, separately listed, any charges for Professional Associates and reimbursable costs. Such invoices shall be submitted by PBS&J as soon as possible after the end of the month in which the work was accomplished and shall be due and payable by the Client upon

receipt. The Client agrees that the monthly invoice from PBS&J is correct, conclusive, and binding on the Client unless the Client within twenty (20) working days from the date of receipt of such invoice, notifies PBS&J in writing of alleged inaccuracies, discrepancies, errors in the invoice, or the need for additional backup.

The Client, as owner or authorized agent for the owner, hereby agrees that payment as provided herein will be made for said work within 30 days from the date the invoice for same is mailed to the Client at the address set out herein or is otherwise delivered, and, in default of such payment, hereby agrees to pay all costs of collection, including reasonable attorney's fees, regardless of whether legal action is initiated. The Client hereby acknowledges that unpaid invoices shall accrue interest at the maximum rate allowed by law after they have been outstanding for over 30 days. PBS&J reserves the right to suspend all services on the Client's project without notice if an invoice remains unpaid 45 days after date of invoice. This suspension shall remain in effect until all unpaid invoices are paid in full.

~~PBS&J shall perform the services hereunder and use its professional skill, judgment, and abilities as an independent contractor in accordance with its own methods, this Agreement, and the generally accepted standards of ordinary and reasonable skill and care usually exercised by reputable members of its profession performing the same or similar services at the time and locality PBS&J's services are performed hereunder. PBS&J shall perform all work hereunder in a manner satisfactory and acceptable to Client in accordance with such standard of care. PBS&J services consist of those services performed by the PBS&J, and its directors, officers, employees, agents, contractors, subcontractors, representatives, and consultants. Nothing in this Agreement is intended nor shall be construed to create an employer-employee relationship, a partnership, a joint venture, or a joint enterprise relationship, or to allow the Town to exercise discretion or control over the professional manner or method in which the PBS&J performs the services which are the subject matter of this Agreement; provided always however that the services to be provided by PBS&J shall be provided in a manner consistent with all applicable standards and regulations governing such services and with this Agreement. The employees and agents of, and the methods, equipment and facilities used by, PBS&J shall at all times be under PBS&J's s exclusive direction and control.~~

~~For purposes of this Agreement, notices and all other communications provided for herein shall be in writing, addressed as provided hereinafter to the party to whom the notice or request is given, and shall be either (i) delivered personally, (ii) sent by United States certified mail, postage prepaid, return receipt requested, or (iii) placed in the custody of Federal Express Corporation or other nationally recognized carrier to be delivered overnight. Notice shall be deemed given: when received if delivered personally; forty-eight (48) hours after deposit if sent by mail; and twenty-four (24) hours after deposit if sent overnight by Federal Express or other nationally recognized carrier. For purposes of any notice to be given hereunder, the addresses of the respective parties are as follows:~~

To PBS&J:

PBS&J
18383 Preston Road, Suite 500
Dallas, Texas 75252
Attn: Clarence Daugherty, P.E.

To Client:

Town of Addicks, Texas
5300 Belt Line Road
Dallas, Texas 75254
Attn: City Manager

~~All obligations arising prior to the termination or expiration of this Agreement and all provisions of this Agreement allocating responsibility or liability between PBS&J and Client shall survive the cancellation, expiration or termination of this Agreement. Any rights and remedies either party may have with respect to the other arising out of the performance of services during the term of this Agreement shall survive the cancellation, expiration or termination of this Agreement.~~

~~If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable and this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision is not a part hereof, and the remaining provisions hereof shall remain in full force and effect. In lieu of any illegal, invalid or unenforceable provision herein, there shall be added automatically as a part of this Agreement a provision as similar in its terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.~~

~~The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by either party shall not preclude or waive its right to use any or all other remedies. Said rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance, or otherwise.~~

~~This Agreement and each of its provisions are solely for the benefit of the parties hereto and are not intended to create or grant any rights, contractual or otherwise, to any third person or entity.~~

~~The undersigned officers and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties hereto, and each party hereby certifies to the other that any necessary resolutions or other act extending such authority have been duly passed and are now in full force and effect.~~

Central Region / Updated for Addison 1/5/04

cc: JP
JD

Vulnerability Assessment and Emergency Response Plan Fax Back Form



Fax To: (936) 756-5337

Texas Water Utilities Association & Nova Biologicals **Phone:** (800) 282-5416

Comments: Simply complete the form and fax it to the number listed above. *G. Patterson*

Compliance Action Notification:

Water System: TOWN OF ADDISON **Best Time to Reach Me:** Morning Noon Afternoon

Key Contact: MICHAEL E. MURPHY **Updated Address Information:**

Phone: 972-450-2878 DIRECTOR OF PUBLIC WORKS

Fax: 972-450-2837 CITY ENGINEER

E-Mail: mmurphy@ci.addison.tx.us

As of this date my water system is pursuing the following path to be in compliance with the Bioterrorism Preparedness and Response Act (Public Law 107-188):

- I need additional support. Please contact me regarding:
 - the classes scheduled in my area, including templates for completion of Vulnerability Assessments and Emergency Response Plans that comply with EPA requirements (there is a \$55 fee for the class).
 - the cost and date that Nova Biologicals can get started at my site to help me mitigate my risk and limit my liability.

I have completed my response, or I am confident I can complete the response on my own.
TOWN HAS CONTRACTED PBS&J ENGINEERS TO PERFORM V.A.

Signature: *Michael E. Murphy*

Grant Submittal Notification:

TWUA is currently reviewing possible funding options available through federal and state sources. Please check the box below if you are interested in participating in a grant application.

- Please provide me information on the grant application process, and include my name in the submission of any joint grant application. I understand that TWUA cannot guarantee the availability of funding even though we may be included in a joint grant request.

MEMORANDUM

TO: Jim Pierce
FROM: John Hill
RE: Water System Vulnerability Agreement
DATE: December 11, 2003

Jim, I have reviewed the Professional Service Agreement with PBS&J regarding the vulnerability assessment and have the following comments:

1. Section 3 - If I understood correctly, the amount to be paid to PBS&J (not to exceed \$27,500 for Phase I and \$3,500 for Phase II) includes all reimbursable costs. Therefore, delete ", plus reimbursable costs" at the end of the box which is checked ("Unit Cost/Time Charges").

2. Section 5

(a) If reimbursable costs are not to be paid, then all of the second paragraph and third paragraph should be deleted.

(b) The last paragraph provides that the "PBS&J's services...are limited to those described in Section 2 hereof (and Attachment A, if applicable) and do not include participation in or control over the operation of any aspect of the project." The "project", for purposes of this Agreement, is the vulnerability assessment (e.g., Section 12 refers to "the project described in Attachment A"). Therefore, delete this last paragraph as well.

3. Section 8 - The Town has used the language shown on the attachment with other professional service firms; suggest using this language. In addition, I would suggest adding to Section 8 an indemnity provision as shown on the attachment.

4. Section 11 - Amend as follows:

"Neither the Client nor PBS&J will assign or transfer its interest in this Agreement without the prior written consent of the other. PBS&J will not subcontract any of its rights duties or obligations hereunder without Client's prior written consent."

5. Section 12 - Amend as follows:

"Client has the right, in its sole discretion, with or without cause, to suspend, cancel, terminate or abandon the project described in Attachment A or the services of PBS&J hereunder. In the event the project described in Attachment A, or the services of PBS&J called for under this Agreement, is/are suspended, canceled, terminated or abandoned by the Client, PBS&J shall be given at least seven (7) days prior written notice of such action and shall be compensated for the professional services properly provided up to the

date of suspension, termination, cancellation or abandonment in accordance with the provisions of this Agreement for all such work performed up to the date of suspension, termination, cancellation or abandonment, ~~including reimbursable expenses.~~"

6. Section 14 - Revise to read as follows:

"Any reuse by the client or others of documents and plans that result from PBS&J's services under this agreement, for a purpose other than in connection with the purpose for which PBS&J's work is being performed hereunder, shall be at the Client's or others' sole risk without liability to PBS&J."

7. Section 15 - Amend to add Addison to the waiver provision:

"Any failure by PBS&J or client to require strict compliance with any provision of this contract shall not be construed as a waiver of such provisions, and PBS&J or client (as the case may be) may subsequently require strict compliance at any time, notwithstanding any prior failure to do so."

8. Section 18 - Amend as follows:

"This Agreement shall be governed by and construed according to the laws of the State (Texas) where the situs of the work is located (and, with respect to any conflict of law provisions, the parties agree that such conflict of law provisions shall not affect the application of the law of Texas, without reference to its conflict of law provisions, to the governing and construction of this Agreement). In the event of any action under this Agreement, venue for all causes of action shall be instituted and maintained in Dallas County, Texas."

9. Section 20 - I read this Section to state that PBS&J wants to retain ownership over the work produced under the Agreement (the Section provides that all "plans" are the intellectual property of PBS&J and that they remain the "sole and exclusive property of PBS&J"). Section 19 gives the Town a "paid-up, non-transferable license to make or have copies made of any copyrightable materials delivered under this Agreement and specifically marked by PBS&J as 'Reproduction Authorized'." Typically, the Town owns the work produced under such an agreement.

10. Attachment A

(a) In the last paragraph on the first page, there is a reference the "Design Basis Threat", but that term is not defined or used elsewhere in the Agreement.

(b) The second paragraph on the second page states that a "comprehensive VA report will be prepared." I assume that the report will be in writing; suggest adding "in writing" after "prepared" at the end of the first sentence.

(c) The report to be prepared will be confidential information. Section 418.177 of the Government Code provides as follows:

"Sec. 418.177. CONFIDENTIALITY OF CERTAIN INFORMATION RELATING TO RISK OR VULNERABILITY ASSESSMENT. Information is confidential if the information:

- (1) is collected, assembled, or maintained by or for a governmental entity for the purpose of preventing, detecting, or investigating an act of terrorism or related criminal activity; and
- (2) relates to an assessment by or for a governmental entity, or an assessment that is maintained by a governmental entity, of the risk or vulnerability of persons or property, including critical infrastructure, to an act of terrorism or related criminal activity."

Therefore, add a paragraph after the Phase II paragraph to read as follows:

"Any and all reports, materials, data, surveys, information, or other work (together, 'Information') collected, prepared or produced by or for PBS&J pursuant to this Agreement is confidential and shall be held in strict confidence by PBS&J. PBS&J shall not, without the Client's written consent, disclose any such Information to any person or entity other than to PBS&J's employees legally bound to abide by the terms hereof and having a need to know such information in connection with PBS&J's performance of services hereunder, or use such information other than in connection with the performance of the services hereunder. In the event of PBS&J's breach or threatened breach of this provision, Client shall be entitled to an injunction or restraining order obtained from any court having appropriate jurisdiction restraining PBS&J from any unauthorized use or disclosure of such Information, but such injunction or restraining order shall not limit the Client's right to seek any other remedy available to Client, whether at law or in equity or otherwise, in connection with such breach or threatened breach. The obligations set forth in this paragraph shall survive the expiration or termination of this Agreement."

In addition, if upon completion the report is to be submitted to the City Council, the report should be provided in a closed session of the Council.

11. Attachment 1 - Note that under "Procedures and Payments", the last sentence of the first paragraph provides that if the Town does not provide written notice to PBS&J within 20 working days after receiving an invoice that the invoice is incorrect or that additional information is needed, the Town has agreed that the invoice is correct and it is binding on the Town.

12. Add the following:

"PBS&J shall perform the services hereunder and use its professional skill, judgment, and abilities as an independent contractor in accordance with its own methods, this Agreement, and the generally accepted standards of ordinary and reasonable skill and

care usually exercised by reputable members of its profession performing the same or similar services at the time and locality PBS&J 's services are performed hereunder. PBS&J shall perform all work hereunder in a manner satisfactory and acceptable to Client in accordance with such standard of care. PBS&J services consist of those services performed by the PBS&J, and its directors, officers, employees, agents, contractors, subcontractors, representatives, and consultants. Nothing in this Agreement is intended nor shall be construed to create an employer-employee relationship, a partnership, a joint venture, or a joint enterprise relationship, or to allow the Town to exercise discretion or control over the professional manner or method in which the PBS&J performs the services which are the subject matter of this Agreement; provided always however that the services to be provided by PBS&J shall be provided in a manner consistent with all applicable standards and regulations governing such services and with this Agreement. The employees and agents of, and the methods, equipment and facilities used by, PBS&J shall at all times be under PBS&J's s exclusive direction and control."

"For purposes of this Agreement, notices and all other communications provided for herein shall be in writing, addressed as provided hereinafter to the party to whom the notice or request is given, and shall be either (i) delivered personally, (ii) sent by United States certified mail, postage prepaid, return receipt requested, or (iii) placed in the custody of Federal Express Corporation or other nationally recognized carrier to be delivered overnight. Notice shall be deemed given: when received if delivered personally; forty-eight (48) hours after deposit if sent by mail; and twenty-four (24) hours after deposit if sent overnight by Federal Express or other nationally recognized carrier. For purposes of any notice to be given hereunder, the addresses of the respective parties are as follows:

To PBS&J:

Attn: _____

To Client:

Town of Addison, Texas
5300 Belt Line Road
Dallas, Texas 75254
Attn: City Manager"

"All obligations arising prior to the termination or expiration of this Agreement and all provisions of this Agreement allocating responsibility or liability between PBS&J and Client shall survive the cancellation, expiration or termination of this Agreement. Any rights and remedies either party may have with respect to the other arising out of the performance of services during the term of this Agreement shall survive the cancellation, expiration or termination of this Agreement."

"If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable and this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision is not a part hereof, and the remaining provisions hereof shall remain in full force and effect. In lieu

Mr. Jim Pierce
December 11, 2003
Page 5 of 5

of any illegal, invalid or unenforceable provision herein, there shall be added automatically as a part of this Agreement a provision as similar in its terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable."

"The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by either party shall not preclude or waive its right to use any or all other remedies. Said rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance, or otherwise."

"This Agreement and each of its provisions are solely for the benefit of the parties hereto and are not intended to create or grant any rights, contractual or otherwise, to any third person or entity."

"The undersigned officers and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties hereto, and each party hereby certifies to the other that any necessary resolutions or other act extending such authority have been duly passed and are now in full force and effect."

Please let me know if you have any questions or comments or would like to discuss any of these items.

cc: Mr. Ken Dippel

Attachment to December 11, 2003 Memo to Jim Pierce

PBS&J shall procure and continuously maintain during the term of this Agreement insurance as follows:

(a) Workers' Compensation insurance at statutory limits, including Employers' Liability coverage at minimum limits of \$1,000,000 each occurrence each accident/\$1,000,000 by disease each occurrence/\$1,000,000 by disease aggregate.

(b) Commercial General Liability at combined single limits of at least \$1,000,000 per occurrence and \$1,000,000 general aggregate for bodily injury and property damage, which coverage shall include products/completed operations (\$1,000,000 products/ completed operations aggregate), and XCU (Explosion, Collapse, Underground) hazards, and contractual liability. Coverage for products/completed operations must be maintained for at least two (2) years after the construction work has been completed. Owner will be named as an additional insured with respect to the PBS&J's services performed under this Agreement.

(c) Commercial Automobile Liability insurance at minimum combined single limits of \$1,000,000 per-occurrence for bodily injury and property damage, including coverage for owned, non-owned and hired vehicles.

(d) Professional Liability (Errors & Omission Insurance) with a limit of at least \$1,000,000 per occurrence and annual aggregate on a claims-made basis. This coverage must be maintained for at least two (2) years after the Project is completed. A policy retroactive date equivalent to the inception date of this Agreement (or earlier) must be maintained during the full term of this Agreement.

With reference to the foregoing insurance requirements, PBS&J's insurance policies shall comply with the following:

- .1 The Town of Addison, Texas shall be named as an additional insured with respect to all liability policies (except professional liability).
- .2 All liability policies shall contain no cross liability exclusions or insured versus insured restrictions.
- .3 A waiver of subrogation in favor of the Town of Addison, Texas shall be contained in the workers compensation and all liability policies.
- .4 Such insurance shall be maintained in full force and effect and shall not be canceled, altered or amended without thirty (30) days prior written notice having first been furnished to the Town of Addison.
- .5 All insurance policies, which name The Town of Addison as an additional insured, shall be primary and non-contributory.
- .6 Required limits may be satisfied by any combination of primary and umbrella liability insurances.

- .7 PBS&J may maintain reasonable and customary deductibles, subject to reasonable approval by Owner.
- .8 Insurance must be purchased from insurers that are financially acceptable to Owner.

All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting the following: (i) sets forth all endorsements and insurance coverages according to requirements and instructions contained herein, and (ii) shall specifically set forth the notice-of-cancellation or termination provisions to the Town of Addison.

PBS&J agrees to indemnify and hold harmless the Town of Addison, Texas, its officials, officers, employees, and agents from and against any and all damages, claims, causes of action, liabilities, lawsuits, demands, judgments, penalties, fines, harm, loss, cost or expense for any property damage or destruction and/or bodily injury, sickness, disease, or death, breach of contract, or other harm for which recovery of damages or any other form of relief (whether at law, in equity, or otherwise) is sought, to the extent caused by or resulting from any error, omission, negligence, gross negligence, or willful misconduct of PBS&J, its agents, directors, officers, employees, contractors, subcontractors, representatives, consultants, or affiliates, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, in connection with or in the performance of the services under this Agreement. The provisions of this paragraph shall survive the expiration or termination of this Agreement.



LETTER OF TRANSMITTAL

Public Works / Engineering
16801 Westgrove • P.O. Box 9010
Addison, Texas 75001-9010
Telephone: (972) 450-2871 • Fax: (972) 450-2837

DATE	12-10-03	JOB NO.
ATTENTION		
RE:	Vulnerability Assessment	
	Contract	

TO John Hill
Scowles & Thompson

GENTLEMAN:

- WE ARE SENDING YOU**
- Attached
 - Under separate cover via _____ the following items:
 - Shop Drawings
 - Prints
 - Plans
 - Samples
 - Specifications
 - Copy of letter
 - Change order
 - _____

COPIES	DATE	NO.	DESCRIPTION
1			Annual Agenda Item
1			Proposed Professional Services Agreement with proposed changes

THESE ARE TRANSMITTED as checked below:

- For approval
- For your use
- As requested
- For review and comment
- FOR BIDS DUE _____ 19_____
- Approved as submitted
- Approved as noted
- Returned for corrections
- _____
- Resubmit _____ copies for approval
- Submit _____ copies for distribution
- Return _____ corrected prints
- PRINTS RETURNED AFTER LOAN TO US

REMARKS The 10% Admin charge will be struck
 Para 8 - Limit of Liability will be struck and
 a new Para 8 "Insurance Requirements" be added
 in its place.

Mike & I are OK with the contract as amended above.

COPY TO _____

SIGNED: John Hill

If enclosures are not as noted, please notify us at once.

*approved
12-9-03
subject to review &
approval of City Attorney*

Council Agenda Item: _____

SUMMARY:

This item is for approval of a Professional Service Agreement with PBS&J to perform a Vulnerability Assessment of the Town's water system and suggest appropriate changes to our Emergency Response Plan.

FINANCIAL IMPACT:

Budgeted Amount: \$35,000

Cost: \$31,000

Source of Funds: Public Works Engineering Budget

BACKGROUND:

In September 2002, the Town received a letter from the U.S. Environmental Protection Agency (EPA) describing actions the Town of Addison must take in order to comply with the Bioterrorism Preparedness and Response Act (PL 107-188). The Act requires water systems serving a population of 3,301 to 49,999, including Addison, to certify and submit a Vulnerability Assessment of our water system by June 30, 2004. In addition, the Town must prepare a revision to our Emergency Response Plan that incorporates the results of the Vulnerability Assessment, and certify the plan to EPA by December 31, 2004.

Late last year the Public Works Department solicited statements of qualifications from five selected firms that we thought would be interested in doing this work. Due to the unusual nature of this work, only two firms responded. We began negotiations with the top selected firm but were unable to come to what we thought was a reasonable price to do the work. Subsequently, we began negotiations with the second ranked firm (PBS&J) and were able to reach a satisfactory scope of work and price. A copy of their proposed Professional Service Agreement is attached.

PBS&J is a national firm with a local presence and the resources to complete this project in a timely manner. PBS&J has performed in a very satisfactory manner on a previous project for the Town.

RECOMMENDATION:

Staff recommends that the City Manager be authorized to enter into a contract with PBS&J for an amount not to exceed \$31,000 to perform a Vulnerability Assessment of the Town's water system, and suggest appropriate changes to our Emergency Response Plan.

AMENDMENT NO. 1
PROFESSIONAL SERVICE AGREEMENT
WATER SYSTEM VULNERABILITY ASSESSMENT
Town of Addison, Texas

Delete Section 8. LIMIT OF LIABILITY in its entirety, and substitute the following:

“Section 8. Insurance Requirements

Professional Liability Insurance in the amount of not less than One Million Dollars (\$1,000,000). Workman's Compensation insurance as required by Texas Law. Commercial general liability insurance against claims for bodily injury, death or property damage or destruction, with limits of liability of not less than One Million Dollars (\$1,000,000.00) for any one (1) occurrence and One Million Dollars (\$1,000,000.00) general aggregate. Coverage must include contractual liability. Comprehensive automobile and truck liability (if motor vehicles to be used at project site), covering owner, hired, and non-owned vehicles, with minimum limits of One Million Dollars (\$1,000,000.00) for any one (1) occurrence for bodily injury and property damage.

The policies shall be endorsed to provide that the Town and its officers and employees shall be listed as additional insureds on the general liability and auto liability policies. Waiver of subrogation will be provided for the general liability and auto liability policies.

All insurance policies are to be issued by an insurance company acceptable to the Town and authorized to do business in Texas and in the standard form approved by the board of insurance commissioners of Texas, and shall be endorsed to provide for at least 30 days advance written notice to the Town of a material change in or cancellation of a policy. Certificates of insurance, satisfactory to the Town, evidencing all coverage shall be furnished to the Town prior to execution of a contract, with complete copies of policies furnished to the Town upon request. The Town reserves the right to review and revise from time to time the types of insurance and limits of liability required herein.”



Copy

PROFESSIONAL SERVICE AGREEMENT

THIS AGREEMENT, made and entered into _____, by and between Post, Buckley, Schuh & Jernigan, Inc. (PBS&J) and the Client identified herein, provides for the Professional Services described under Item 2 of this Agreement.

CLIENT: Town of Addison
ADDRESS: P.O. Box 9010
Addison, Texas 75001-9010

PHONE NUMBER: (972) 450-2879
FAX NUMBER: (972) 450-2834
CONTACT PERSON: James Pierce

PROJECT NUMBER: _____

SHORT TITLE: Water System Vulnerability Assessment

1. DESCRIPTION OF PROJECT SITE:

Town of Addison

2. SCOPE OF SERVICES TO BE PROVIDED BY PBS&J
(If additional pages are necessary, they are identified as Attachment A):

See Attachment A

3. THE COMPENSATION TO BE PAID PBS&J for providing the requested services shall be
(If additional pages are necessary, they are identified as Attachment B):

- Direct personnel expense plus a surcharge of _____ %, plus reimbursable costs.*
- A Lump-Sum charge of \$ _____, plus out-of-pocket expenses.*
- Unit Cost/Time Charges identified in Attachment B, ~~plus reimbursable costs.*~~
- Other - See Attachment B.
* See explanation under Item 5 below.

4. IF PBS&J's SERVICES UNDER THIS AGREEMENT ARE DELAYED for reasons beyond PBS&J's control, the time of performance shall be adjusted appropriately. Except where the services provided are under a continuous service contract for more than one year, if the services under this Agreement are delayed for a period of more than one (1) year from the beginning date (as above provided), the fees shall be subject to renegotiation; any change in such fees shall apply only to the unfinished services as of the effective date of such change.

IN WITNESS WHEREOF, this Agreement is accepted on the date written above and subject to the terms and conditions set forth above.
(SIGN WITH BALL POINT PEN)

CLIENT: Town of Addison
SIGNED: _____
TYPED NAME: Ron Whitehead
TITLE: City Manager
DATE: _____

POST, BUCKLEY, SCHUH & JERNIGAN, INC.
SIGNED: *John R. Schenck*
TYPED NAME: John R. Schenck
TITLE: Senior Vice President
DATE: 11/13/03

5. **COMPENSATION:** Direct personnel expense shall be defined as: the cost of salaries and fringe benefit costs related to vacation, holiday, and sick leave pay; contributions for Social Security, Workers' Compensation Insurance, retirement benefits, and medical and insurance benefits; unemployment and payroll taxes; and other allowed benefits of those employees directly engaged in the performance of the requested service.

Reimbursable costs include: fees of Professional Associates (whose expertise is required to complete the project) and out-of-pocket expenses, the cost of which shall be charged at actual costs plus an administrative charge of 10% and shall be itemized and included in the invoice.

Typical out-of-pocket expenses shall include, but not be limited to, travel expenses (lodging, meals, etc.), job-related mileage at the prevailing Company rate, long distance telephone calls, courier, printing and reproduction costs, and survey supplies and materials. In the event the requested service involves the use of electronic measuring equipment, computers, plotters, and other special equipment such as boats, swamp buggies, etc., an additional direct charge shall be made for the use of this equipment.

It is understood and agreed that PBS&J's services under this Agreement are limited to those described in Item 2 Hereof (and Attachment A, if applicable) and do not include participation in or control over the operation of any aspect of the project. Compensation under this Agreement does not include any amount for participating in or controlling any such operation.

6. **INVOICE PROCEDURES AND PAYMENT:** PBS&J shall submit invoices to the Client for work accomplished during each calendar month. For services provided on a Lump Sum basis, the amount of each monthly invoice shall be determined on the "percentage of completion method" whereby PBS&J will estimate the percentage of the total work (provided on a Lump Sum basis) accomplished during the invoicing period. Monthly invoices shall include, separately listed, any charges for services for which time charges and/or unit costs shall apply. Such invoices shall also include, separately listed, any charges for Professional Associates and reimbursable costs. Such invoices shall be submitted by PBS&J as soon as possible after the end of the month in which the work was accomplished and shall be due and payable by the client upon receipt.

The Client, as owner or authorized agent for the owner, hereby agrees that payment as provided herein will be made for said work within 30 days from the date the invoice for same is mailed to the Client at the address set out herein or is otherwise delivered, and, in default of such payment, hereby agrees to pay all costs of collection, including reasonable attorney's fees, regardless of whether legal action is initiated. The Client hereby acknowledges that unpaid invoices shall accrue interest at the maximum retailed by law after they have been outstanding for over 30 days. PBS&J reserves the right to suspend all services on the Client's project without notice if an invoice remains unpaid 45 days after date of invoice. This suspension shall remain in effect until all unpaid invoices are paid in full.

It is understood and agreed that PBS&J's services under this Agreement do not include participation, whatsoever, in any litigation. Should such services be required, a supplemental Agreement may be negotiated between the Client and PBS&J describing the services desired and providing a basis for compensation to PBS&J.

7. **COST ESTIMATES:** Client hereby acknowledges that PBS&J cannot warrant that any cost estimates provided by PBS&J will not vary from actual costs incurred by the Client.

8. ~~**LIMIT OF LIABILITY:** The limit of liability of PBS&J to the Client for any cause or combination of causes shall be, in total amount, limited to the fees paid under this Agreement.~~ *out & replaced with attached J (Amendment No 1.)*

9. **CONSTRUCTION SERVICES:** If, under this Agreement, professional services are provided during the construction phase of the project, PBS&J shall not be responsible for or have control over means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work; nor shall PBS&J be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents or for the Contractor's failure to comply with applicable laws, ordinances, rules or regulations.
10. **INSURANCE:** PBS&J shall at all times carry Workers' Compensation insurance as required by statute; commercial general liability insurance including bodily injury and property damage; automobile liability coverage; and professional liability coverage. Insurance certificates will be provided to the Client upon request. Client agrees to require that PBS&J be named as an additional insured on insurance coverages provided by contractors on the project.
11. **ASSIGNMENT:** Neither the Client nor PBS&J will assign or transfer its interest in this Agreement without the written consent of the other.
12. **SUSPENSION, TERMINATION, CANCELLATION OR ABANDONMENT:** In the event the project described in Attachment A, or the services of PBS&J called for under this Agreement, is/are suspended, cancelled, terminated or abandoned by the Client, PBS&J shall be given seven (7) days prior written notice of such action and shall be compensated for the professional services provided up to the date of suspension, termination, cancellation or abandonment in accordance with the provisions of this Agreement for all work performed up to the date of suspension, termination, cancellation or abandonment, including reimbursable expenses.
13. **ENTIRETY OF AGREEMENT:** This writing, including attachments and addenda, if any, embodies the entire agreement and understanding between the parties hereto, and there are no other agreements and understandings, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby. No alteration, change or modification of the terms of this Agreement shall be valid unless made in writing signed by both parties hereto.
14. **DOCUMENTS:** Any reuse by the client or others of documents and plans that result from PBS&J's services under this agreement shall be at the Client's or others' sole risk without liability to PBS&J.
15. **WAIVER:** Any failure by PBS&J to require strict compliance with any provision of this contract shall not be construed as a waiver of such provision, and PBS&J may subsequently require strict compliance at any time, notwithstanding any prior failure to do so.
16. **DISPUTE RESOLUTION:** If a dispute arises out of or relates to this Agreement or the breach thereof, the parties will attempt to settle the matter between themselves. If no agreement can be reached the parties agree to use mediation with a mutually agreed upon mediator before resorting to a judicial forum. The cost of a third party mediator will be shared equally by the parties. In the event of litigation, the prevailing party will be entitled to reimbursement of all reasonable costs and attorneys' fees. The parties mutually agree that a similar dispute resolution clause will be contained in all other contracts executed by Client concerning or related to this contract and all subcontracts executed by PBS&J.
17. **HAZARDOUS WASTE, MATERIALS OR SUBSTANCES:** Unless otherwise specifically provided in this Agreement, PBS&J shall not be responsible for or have control over the discovery, presence, handling, removal, transport or disposal of hazardous waste, materials or substances in any form on the project site.
18. **GOVERNING LAW:** This Agreement shall be governed by and construed according to the laws of the State where the situs of the work is located.
19. **LIMITED COPYRIGHT LICENSE:** PBS&J grants Client a paid-up, non-transferable, non-exclusive license to make or have made copies of any copyrightable materials delivered under this Agreement and specifically marked by PBS&J as "Reproduction Authorized".
20. **INTELLECTUAL PROPERTY:** With the sole exception of specifically marked reproducible materials subject to the Limited Copyright License herein, all worldwide right, title and interest in and to any and all Intellectual Property conceived, invented, authored or otherwise made by or on this Agreement shall remain the sole and exclusive property of PBS&J, its successors and assigns unless licensed or assigned by PBS&J pursuant to a separate written instrument. The term "Intellectual Property" shall be construed broadly to include all forms of intellectual property including without limitation all inventions, discoveries, designs, plans, improvements, trademarks, service marks and copyrights in drawings, computer programs, architectural works and in all other original works of authorship.

ATTACHMENT A
SCOPE OF SERVICES
TOWN OF ADDISON
WATER SYSTEM VULNERABILITY ASSESSMENT AND
EMERGENCY RESPONSE PLAN UPDATE

Phase I - Vulnerability Assessment

PBS&J proposes to utilize a cost effective process to complete the VA for the Town of Addison that will satisfy EPA requirements. The VA will be performance based, meaning that it will evaluate the risk to the utility system based on the effectiveness (performance) of existing and planned measures to counteract potential adversarial situations. The project approach will address the elements recommended in EPA guidelines including:

- (1) Characterization of the utility system, including its mission and objectives,
- (2) Identification and prioritization of adverse consequences to avoid,
- (3) Determination of critical assets that might be subject to malevolent acts that could result in negative consequences,
- (4) Assessment of the likelihood of identified malevolent acts from adversaries,
- (5) Evaluation of existing countermeasures, including operational procedures and security policies,
- (6) Analysis of current risk and development of a prioritized plan for risk reduction.

Prior to commencing work on-site, the PBS&J team will review available utility system maps, drawings, and data, in an effort to formulate an efficient project plan and schedule. This will include collecting information on existing infrastructure and systems, operational data, policies and procedures, and staffing.

The assessment team will consist of the PBS&J personnel, as well as individuals from the Town of Addison, such as the City Manager, the Director of Public Works, and representatives from the police and fire department, who are familiar with the facilities and existing emergency response plans. The project will begin with a team meeting and discussion with representatives of the pertinent departments, to develop an understanding of system operations and policies, and to gather information from law enforcement representatives and other first-responders. Missions, criteria, and priorities of the utility system will be established as a basis for development of the VA. Information obtained will be used to develop the Design Basis Threat, which will serve as a benchmark that will be used throughout the evaluation process.

Site visits of all water utility facilities and systems will be conducted, during which time any potential risks and hazards will be noted. Existing security features will be identified and reviewed for effectiveness. Following the compilation and review of the field data, the team will again assemble and be briefed.

A comprehensive final VA report will be prepared. The report will provide background information on the VA process and explain its purpose, describe the various water utility facilities, address the threat assessment evaluation and site characterization methods and results, and describe existing security systems effectiveness. It will make general recommendations for security, consequence mitigation, and security recommendations for specific sites, systems, etc. Also included will be a prioritized plan of action with milestones, based upon recommended actions. As required, the report will recommend physical, operational, and procedural upgrades, and provide preliminary cost estimates.

Because many water utilities are operated or administered by local governments, such as the Town of Addison, they are subject to state disclosure laws. Information concerning the security of water utility systems is sensitive, and must be treated as confidential and stored in a secure place. Recommendations for the development of appropriate methods to protect security information and the results of VA will be provided.

Phase II – Emergency Response Plan Update

It is our understanding that the Town of Addison has an ERP that addresses water utility system situations. PBS&J proposes to assist in the updating of the existing plan to incorporate the results of the VA; specifically plans, procedures, and the identification of equipment that can be implemented or utilized in the event of a terrorist or other intentional attack. This task will also include providing information concerning actions, procedures, and identification of equipment which can lessen the impact of terrorist attacks or other intentional actions on public health and safety and the supply of drinking water.

ATTACHMENT B

COMPENSATION

**TOWN OF ADDISON
WATER SYSTEM VULNERABILITY ASSESSMENT AND
EMERGENCY RESPONSE PLAN UPDATE**

Phase I and Phase II Services.

PBS&J proposes to perform Phase I and II of the project on a time and materials basis, with not to exceed fees of \$27,500 and \$3,500, respectively. The compensation to be paid PBS&J for providing Phase I and Phase II services shall be direct personnel expense and equipment expense as defined on the attached Standard Rate Schedule (Attachment 1), plus reimbursable costs.

Reimbursable costs shall be charged at actual costs plus an administrative charge of 10% and shall be itemized and included in the invoice.

The Town will be invoiced monthly according to the hours spent by the personnel or equipment, although the total amount of the contract will not exceed the amounts described above without approval of the Town of Addison.

Additional Services.

Compensation for any additional services requested by the Town of Addison not covered by Attachment A will be on the same time and material basis as described above.

ATTACHMENT 1

STANDARD RATE SCHEDULE

PERSONNEL:

Personnel cost is reimbursed based on a multiplier of 2.5 applied to direct personnel expense. Direct personnel expense for each employee is based on the cost of salaries and fringe benefit costs related to vacation, holiday, and sick leave pay; contributions for Social Security, Workers' Compensation Insurance, retirement benefits, and medical and insurance benefits; unemployment and payroll taxes; and other allowed benefits of those employees directly engaged in the performance of the requested service. Ranges of hourly direct personnel expense by personnel classification are as follows:

Principal / Director	\$ 50.00 to \$ 100.00
Senior Engineering Staff	\$ 29.00 to \$ 85.00
Engineering Staff	\$ 19.00 to \$ 55.00
Senior Scientist	\$ 23.00 to \$ 70.00
Scientist	\$ 13.00 to \$ 40.00
Senior Survey Staff	\$ 28.00 to \$ 55.00
Survey Staff	\$ 15.00 to \$ 31.00
Senior Technical Support	\$ 20.00 to \$ 48.00
Technical Support	\$ 11.00 to \$ 28.00
Lab Technicians	\$ 8.00 to \$ 30.00
Senior Clerical / Administration	\$ 24.00 to \$ 45.00
Clerical / Administration	\$ 9.00 to \$ 32.00

SURVEY FIELD CREWS:

Survey field crews and equipment will be provided at the following fixed hourly rates:

Two-man Field Crew	\$ 95.00 per hour
Three-man Field Crew	\$ 120.00 per hour
Four-man Field Crew	\$ 145.00 per hour
Additional Rodman, Chainman, or Flagman	\$ 25.00 per hour
G.P.S. Static Receivers	\$ 160.00 per day per receiver
G.P.S. RTK System	\$ 400.00 per day

There is no mileage charge when the job site is within 50 miles of the office from which the survey crew originates. OSHA 29 CFR 1910.120 certified field and office personnel are available upon request at an additional cost.

REIMBURSABLE COSTS:

Reimbursable costs include: fees of Professional Associates (whose expertise is required to complete the project) and out-of-pocket expenses, the cost of which shall be charged at actual costs plus an administrative charge as described in the contract and shall be itemized and included in the invoice.

Typical out-of-pocket expenses shall include, but not be limited to, travel expenses (lodging, meals, etc.), job-related mileage at the prevailing Company rate, long distance telephone calls, courier, printing and reproduction costs, and survey supplies and materials. In the event the requested service involves the use of electronic measuring equipment, computers, plotters, and other special equipment such as boats, swamp buggies, etc., an additional direct charge shall be made for the use of this equipment.

PROCEDURES AND PAYMENTS:

PBS&J shall submit invoices to the Client for work accomplished during each calendar month. For services provided on a Lump Sum basis, the amount of each monthly invoice shall be determined on the "percentage of completion method" whereby PBS&J will estimate the percentage of the total work (provided on a Lump Sum basis) accomplished during the invoicing period. Monthly invoices shall include, separately listed, any charges for services for which time charges and/or unit costs shall apply. Such invoices shall also include, separately listed, any charges for Professional Associates and reimbursable costs. Such invoices shall be submitted by PBS&J as soon as possible after the end of the month in which the work was accomplished and shall be due and payable by the Client upon receipt. The Client agrees that the monthly invoice from PBS&J is correct, conclusive, and binding on the Client unless the Client within twenty (20) working days from the date of receipt of such invoice, notifies PBS&J in writing of alleged inaccuracies, discrepancies, errors in the invoice, or the need for additional backup.

The Client, as owner or authorized agent for the owner, hereby agrees that payment as provided herein will be made for said work within 30 days from the date the invoice for same is mailed to the Client at the address set out herein or is otherwise delivered, and, in default of such payment, hereby agrees to pay all costs of collection, including reasonable attorney's fees, regardless of whether legal action is initiated. The Client hereby acknowledges that unpaid invoices shall accrue interest at the maximum rate allowed by law after they have been outstanding for over 30 days. PBS&J reserves the right to suspend all services on the Client's project without notice if an invoice remains unpaid 45 days after date of invoice. This suspension shall remain in effect until all unpaid invoices are paid in full.

Jim Pierce

From: Forbes, Scott [WSForbes@pbsj.com]
Sent: Tuesday, December 09, 2003 2:02 PM
To: Jim Pierce
Cc: Daugherty, Clarence
Subject: Proposed Insurance Language - PBS&J Water System Vulnerability Assessment Contract



AMENDMENT 1
12-9-03.doc

Jim,

I left you a voice mail a few minutes ago to let you know this e-mail was headed your way. Attached is a proposed amendment to our contract which deletes the "Limits of Liability" section and replaces it with the enclosed "Insurance Requirements" section. The proposed Insurance Requirements is very similar to the language you provided Clarence Daugherty last week. We had our attorneys review the information from the Town and we are requesting that the proposed language be reviewed and accepted by the Town.

A couple of items to point out, when comparing our proposed language to the fax we received from you last week: (1) the Town is asking for additional insureds on "all liability policies". We can only list the Town as an additional insured on general liability and auto liability policies. (2) We have deleted the work "agents" for the additional insureds. We have no way of knowing who might be within the definition of "agent" and would prefer that the term agent not be included as an additional insured. (3) For the waiver of subrogation, we have included language to provide waiver of subrogation for general liability and auto coverages. We can provide the waiver for general and auto coverages, but not for professional liability. Also it is against our company's policy to grant it as to worker's compensation.

Trent Slovak and I will be at the Council meeting tonight in case there are any questions we need to answer. If you have any questions or comments on the attached information, please contact me. Thanks.

Scott Forbes, P.E.
Senior Project Manager
PBS&J
18383 Preston Road, Suite 500
Dallas, Texas 75252
972-818-PBSJ (Main)
972-588-3144 (Direct)
972-380-2609 (Fax)
wsforbes@pbsj.com
www.pbsj.com

<<AMENDMENT 1 12-9-03.doc>>



An employee-owned company

November 13, 2003

Mr. James Pierce, Jr., P.E., DEE
Assistant Director of Public Works
Town of Addison
16801 Westgrove Drive
Addison, Texas 75001

*Liability limited to
the maximum amount of
insurance coverage*

RE: Town of Addison
Professional Service Agreement
Water System Vulnerability Assessment

Dear Mr. Pierce:

Enclosed are two signed copies of our standard Professional Service Agreement to provide Professional Engineering Services for the Water System Vulnerability Assessment for the Town of Addison. Please note on the second page of the Professional Service Agreement that we have revised the reimbursable administrative charge from 18% to 10 % and have initialed near the revision. Please have Mr. Whitehead initial near the revision on both copies of the agreement. After approval and execution of the agreement by the Town of Addison, please return one copy of the Professional Service Agreement to our office for our files.

If you have any questions, please call me at 972-380-2605.

Sincerely,

Clarence Daugherty

Clarence T. Daugherty, P.E.
Director of Municipal Services

Enclosures

K:\JIT\Proposals\Addison VAILtr to Jim Pierce 11-13-03.doc

HP LaserJet 3200se



HP LASERJET 3200

DEC-4-2003 5:18PM

Fax Call Report

Job	Date	Time	Type	Identification	Duration	Pages	Result
405	12/ 4/2003	5:17:57PM	Send	99723802609	0:36	1	OK

To Clarence Daugherty

Jim Pierce

From: HILL, JOHN [mailto:john@cowleshompson.com]
Sent: Monday, April 18, 2001 12:38 PM
To: jipierce@cladison.texas.gov
Cc: DIPPEL, KEN
Subject: Insurance *Fax 972-380-2609*

Jim--Some comments regarding the ~~insurance requirements~~ engineering contract which you called about on Friday (please check these insurance requirements and coverage amounts with Randy Moravec):

- Professional liability insurance in an amount of not less than \$1,000,000
- Workers compensation insurance as required by Texas law
- Commercial general liability insurance against claims for bodily injury, death or property damage or destruction, with limits of liability of not less than \$1,000,000.00 for each occurrence, \$1,000,000.00 general aggregate. Coverage must include contractual liability.
- Comprehensive automobile and truck liability insurance (if motor vehicles to be used at the project site), covering owned, hired, and non-owned vehicles, with the minimum limits of \$1,000,000 per occurrence for bodily injury and property damage

The policies shall be endorsed to provide the following, as applicable:
(i) in all liability policies, name as additional insureds the Town and its officers, agents, and employees, (ii) in all liability policies, provide that such policies are primary insurance to any other insurance available to the additional insureds and that insurance applies separately to each insured against whom claim is made or suit is brought, and (iii) waiver of subrogation in favor of Landlord must be included in all liability and workers compensation policies.

All insurance policies are to be issued by an insurance company acceptable to the Town and authorized to do business in Texas and in the standard form approved by the board of insurance commissioners of Texas, and shall be endorsed to provide for at least 30 days advance written notice to the Town of a material change in or cancellation of a policy. Certificates of insurance, satisfactory to the Town, evidencing all coverage shall be furnished to the Town prior to the execution of a contract, with complete copies of policies furnished to the City upon request. The Town reserves the right to review and revise from time to time the types of insurance and limits of liability required herein.

Clarence: This is a good summary of our insurance requirements

Jim

To Clarence Daugherty

Jim Pierce

From: HILL, JOHN [jhill@cowlesthompson.com]
Sent: Monday, April 16, 2001 12:36 PM
To: 'jpierce@ci.addison.tx.us'
Cc: DIPPEL, KEN
Subject: Insurance

Fax 972-380-2609

Jim--Some comments regarding the insurance requirements for the engineering contract which you called about on Friday (please check these insurance requirements and coverage amounts with Randy Moravec):

- Professional liability insurance in an amount of not less than \$1,000,000
- Workers compensation insurance as required by Texas law
- Commercial general liability insurance against claims for bodily injury, death or property damage or destruction, with limits of liability of not less than \$1,000,000.00 for each occurrence, \$1,000,000.00 general aggregate. Coverage must include contractual liability.
- Comprehensive automobile and truck liability insurance (if motor vehicles to be used at the project site), covering owned, hired, and non-owned vehicles, with the minimum limits of \$1,000,000 per occurrence for bodily injury and property damage

The policies shall be endorsed to provide the following, as applicable:

- (i) in all liability policies, name as additional insureds the Town and its officers, agents, and employees, (ii) in all liability policies, provide that such policies are primary insurance to any other insurance available to the additional insureds and that insurance applies separately to each insured against whom claim is made or suit is brought; and (iii) waiver of subrogation in favor of Landlord must be included in all liability and workers compensation policies.

All insurance policies are to be issued by an insurance company acceptable to the Town and authorized to do business in Texas and in the standard form approved by the board of insurance commissioners of Texas, and shall be endorsed to provide for at least 30 days advance written notice to the Town of a material change in or cancellation of a policy. Certificates of insurance, satisfactory to the Town, evidencing all coverage shall be furnished to the Town prior to the execution of a contract, with complete copies of policies furnished to the City upon request. The Town reserves the right to review and revise from time to time the types of insurance and limits of liability required herein.

Clarence: This is a good summary of our insurance requirements

Jim



PROFESSIONAL SERVICE AGREEMENT

THIS AGREEMENT, made and entered into _____, by and between Post, Buckley, Schuh & Jernigan, Inc. (PBS&J) and the Client identified herein, provides for the Professional Services described under Item 2 of this Agreement.

CLIENT: _____ Town of Addison
ADDRESS: P.O. Box 9010
Addison, Texas 75001-9010
PHONE NUMBER: (972) 450-2879
FAX NUMBER: (972) 450-2834
CONTACT PERSON: James Pierce

PROJECT NUMBER: _____

SHORT TITLE: Water System Vulnerability Assessment

1. DESCRIPTION OF PROJECT SITE:

Town of Addison

2. SCOPE OF SERVICES TO BE PROVIDED BY PBS&J (If additional pages are necessary, they are identified as Attachment A):

See Attachment A

3. THE COMPENSATION TO BE PAID PBS&J for providing the requested services shall be (If additional pages are necessary, they are identified as Attachment B):

- Direct personnel expense plus a surcharge of _____ %, plus reimbursable costs.*
A Lump-Sum charge of \$ _____, plus out-of-pocket expenses.*
[checked] Unit Cost/Time Charges identified in Attachment B, plus reimbursable costs.*
Other - See Attachment B.
* See explanation under Item 5 below.

4. IF PBS&J's SERVICES UNDER THIS AGREEMENT ARE DELAYED for reasons beyond PBS&J's control, the time of performance shall be adjusted appropriately. Except where the services provided are under a continuous service contract for more than one year, if the services under this Agreement are delayed for a period of more than one (1) year from the beginning date (as above provided), the fees shall be subject to renegotiation; any change in such fees shall apply only to the unfinished services as of the effective date of such change.

IN WITNESS WHEREOF, this Agreement is accepted on the date written above and subject to the terms and conditions set forth above. (SIGN WITH BALL POINT PEN)

CLIENT: Town of Addison
SIGNED: _____
TYPED NAME: Ron Whitehead
TITLE: City Manager
DATE: _____
POST, BUCKLEY, SCHUH & JERNIGAN, INC.
SIGNED: [Signature]
TYPED NAME: John R. Schenck
TITLE: Senior Vice President
DATE: 11/13/03

5. **COMPENSATION:** Direct personnel expense shall be defined as: the cost of salaries and fringe benefit costs related to vacation, holiday, and sick leave pay; contributions for Social Security, Workers' Compensation Insurance, retirement benefits, and medical and insurance benefits; unemployment and payroll taxes; and other allowed benefits of those employees directly engaged in the performance of the requested service.

Reimbursable costs include: fees of Professional Associates (whose expertise is required to complete the project) and out-of-pocket expenses, the cost of which shall be charged at actual costs plus an administrative charge of 10% and shall be itemized and included in the invoice.

Typical out-of-pocket expenses shall include, but not be limited to, travel expenses (lodging, meals, etc.), job-related mileage at the prevailing Company rate, long distance telephone calls, courier, printing and reproduction costs, and survey supplies and materials. In the event the requested service involves the use of electronic measuring equipment, computers, plotters, and other special equipment such as boats, swamp buggies, etc., an additional direct charge shall be made for the use of this equipment.

It is understood and agreed that PBS&J's services under this Agreement are limited to those described in Item 2 hereof (and Attachment A, if applicable) and do not include participation in or control over the operation of any aspect of the project. Compensation under this Agreement does not include any amount for participating in or controlling any such operation.

6. **INVOICE PROCEDURES AND PAYMENT:** PBS&J shall submit invoices to the Client for work accomplished during each calendar month. For services provided on a Lump Sum basis, the amount of each monthly invoice shall be determined on the "percentage of completion method" whereby PBS&J will estimate the percentage of the total work (provided on a Lump Sum basis) accomplished during the invoicing period. Monthly invoices shall include, separately listed, any charges for services for which time charges and/or unit costs shall apply. Such invoices shall also include, separately listed, any charges for Professional Associates and reimbursable costs. Such invoices shall be submitted by PBS&J as soon as possible after the end of the month in which the work was accomplished and shall be due and payable by the client upon receipt.

The Client, as owner or authorized agent for the owner, hereby agrees that payment as provided herein will be made for said work within 30 days from the date the invoice for same is mailed to the Client at the address set out herein or is otherwise delivered, and, in default of such payment, hereby agrees to pay all costs of collection, including reasonable attorney's fees, regardless of whether legal action is initiated. The Client hereby acknowledges that unpaid invoices shall accrue interest at the maximum retailed by law after they have been outstanding for over 30 days. PBS&J reserves the right to suspend all services on the Client's project without notice if an invoice remains unpaid 45 days after date of invoice. This suspension shall remain in effect until all unpaid invoices are paid in full.

It is understood and agreed that PBS&J's services under this Agreement do not include participation, whatsoever, in any litigation. Should such services be required, a supplemental Agreement may be negotiated between the Client and PBS&J describing the services desired and providing a basis for compensation to PBS&J.

7. **COST ESTIMATES:** Client hereby acknowledges that PBS&J cannot warrant that any cost estimates provided by PBS&J will not vary from actual costs incurred by the Client.
8. **LIMIT OF LIABILITY:** The limit of liability of PBS&J to the Client for any cause or combination of causes shall be, in total amount, limited to the fees paid under this Agreement.
9. **CONSTRUCTION SERVICES:** If, under this Agreement, professional services are provided during the construction phase of the project, PBS&J shall not be responsible for or have control over means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work; nor shall PBS&J be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents or for the Contractor's failure to comply with applicable laws, ordinances, rules or regulations.
10. **INSURANCE:** PBS&J shall at all times carry Workers' Compensation insurance as required by statute; commercial general liability insurance including bodily injury and property damage; automobile liability coverage; and professional liability coverage. Insurance certificates will be provided to the Client upon request. Client agrees to require that PBS&J be named as an additional insured on insurance coverages provided by contractors on the project.
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13. **ENTIRETY OF AGREEMENT:** This writing, including attachments and addenda, if any, embodies the entire agreement and understanding between the parties hereto, and there are no other agreements and understandings, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby. No alteration, change or modification of the terms of this Agreement shall be valid unless made in writing signed by both parties hereto.
14. **DOCUMENTS:** Any reuse by the client or others of documents and plans that result from PBS&J's services under this agreement shall be at the Client's or others' sole risk without liability to PBS&J.
15. **WAIVER:** Any failure by PBS&J to require strict compliance with any provision of this contract shall not be construed as a waiver of such provision, and PBS&J may subsequently require strict compliance at any time, notwithstanding any prior failure to do so.
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19. **LIMITED COPYRIGHT LICENSE:** PBS&J grants Client a paid-up, non-transferable, non-exclusive license to make or have made copies of any copyrightable materials delivered under this Agreement and specifically marked by PBS&J as "Reproduction Authorized".
20. **INTELLECTUAL PROPERTY:** With the sole exception of specifically marked reproducible materials subject to the Limited Copyright License herein, all worldwide right, title and interest in and to any and all Intellectual Property conceived, invented, authored or otherwise made by or on this Agreement shall remain the sole and exclusive property of PBS&J, its successors and assigns unless licensed or assigned by PBS&J pursuant to a separate written instrument. The term "Intellectual Property" shall be construed broadly to include all forms of intellectual property including without limitation all inventions, discoveries, designs, plans, improvements, trademarks, service marks and copyrights in drawings, computer programs, architectural works and in all other original works of authorship.

ATTACHMENT- Scope of Services
ATTACHMENT B-Compensation
ADDENDA A (if required)

ATTACHMENT A

SCOPE OF SERVICES

TOWN OF ADDISON
WATER SYSTEM VULNERABILITY ASSESSMENT AND
EMERGENCY RESPONSE PLAN UPDATE

Phase I - Vulnerability Assessment

PBS&J proposes to utilize a cost effective process to complete the VA for the Town of Addison that will satisfy EPA requirements. The VA will be performance based, meaning that it will evaluate the risk to the utility system based on the effectiveness (performance) of existing and planned measures to counteract potential adversarial situations. The project approach will address the elements recommended in EPA guidelines including:

- (1) Characterization of the utility system, including its mission and objectives,
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- (6) Analysis of current risk and development of a prioritized plan for risk reduction.

Prior to commencing work on-site, the PBS&J team will review available utility system maps, drawings, and data, in an effort to formulate an efficient project plan and schedule. This will include collecting information on existing infrastructure and systems, operational data, policies and procedures, and staffing.

The assessment team will consist of the PBS&J personnel, as well as individuals from the Town of Addison, such as the City Manager, the Director of Public Works, and representatives from the police and fire department, who are familiar with the facilities and existing emergency response plans. The project will begin with a team meeting and discussion with representatives of the pertinent departments, to develop an understanding of system operations and policies, and to gather information from law enforcement representatives and other first-responders. Missions, criteria, and priorities of the utility system will be established as a basis for development of the VA. Information obtained will be used to develop the Design Basis Threat, which will serve as a benchmark that will be used throughout the evaluation process.

Site visits of all water utility facilities and systems will be conducted, during which time any potential risks and hazards will be noted. Existing security features will be identified and reviewed for effectiveness. Following the compilation and review of the field data, the team will again assemble and be briefed.

A comprehensive final VA report will be prepared. The report will provide background information on the VA process and explain its purpose, describe the various water utility facilities, address the threat assessment evaluation and site characterization methods and results, and describe existing security systems effectiveness. It will make general recommendations for security, consequence mitigation, and security recommendations for specific sites, systems, etc. Also included will be a prioritized plan of action with milestones, based upon recommended actions. As required, the report will recommend physical, operational, and procedural upgrades, and provide preliminary cost estimates.

Because many water utilities are operated or administered by local governments, such as the Town of Addison, they are subject to state disclosure laws. Information concerning the security of water utility systems is sensitive, and must be treated as confidential and stored in a secure place. Recommendations for the development of appropriate methods to protect security information and the results of VA will be provided.

Phase II – Emergency Response Plan Update

It is our understanding that the Town of Addison has an ERP that addresses water utility system situations. PBS&J proposes to assist in the updating of the existing plan to incorporate the results of the VA; specifically plans, procedures, and the identification of equipment that can be implemented or utilized in the event of a terrorist or other intentional attack. This task will also include providing information concerning actions, procedures, and identification of equipment which can lessen the impact of terrorist attacks or other intentional actions on public health and safety and the supply of drinking water.

ATTACHMENT B
COMPENSATION
TOWN OF ADDISON
WATER SYSTEM VULNERABILITY ASSESSMENT AND
EMERGENCY RESPONSE PLAN UPDATE

Phase I and Phase II Services.

PBS&J proposes to perform Phase I and II of the project on a time and materials basis, with not to exceed fees of \$27,500 and \$3,500, respectively. The compensation to be paid PBS&J for providing Phase I and Phase II services shall be direct personnel expense and equipment expense as defined on the attached Standard Rate Schedule (Attachment 1), plus reimbursable costs.

Reimbursable costs shall be charged at actual costs plus an administrative charge of 10% and shall be itemized and included in the invoice.

The Town will be invoiced monthly according to the hours spent by the personnel or equipment, although the total amount of the contract will not exceed the amounts described above without approval of the Town of Addison.

Additional Services.

Compensation for any additional services requested by the Town of Addison not covered by Attachment A will be on the same time and material basis as described above.

STANDARD RATE SCHEDULE

PERSONNEL:

Personnel cost is reimbursed based on a multiplier of 2.5 applied to direct personnel expense. Direct personnel expense for each employee is based on the cost of salaries and fringe benefit costs related to vacation, holiday, and sick leave pay; contributions for Social Security, Workers' Compensation Insurance, retirement benefits, and medical and insurance benefits; unemployment and payroll taxes; and other allowed benefits of those employees directly engaged in the performance of the requested service. Ranges of hourly direct personnel expense by personnel classification are as follows:

Principal / Director	\$ 50.00 to \$ 100.00
Senior Engineering Staff	\$ 29.00 to \$ 85.00
Engineering Staff	\$ 19.00 to \$ 55.00
Senior Scientist	\$ 23.00 to \$ 70.00
Scientist	\$ 13.00 to \$ 40.00
Senior Survey Staff	\$ 28.00 to \$ 55.00
Survey Staff	\$ 15.00 to \$ 31.00
Senior Technical Support	\$ 20.00 to \$ 48.00
Technical Support	\$ 11.00 to \$ 28.00
Lab Technicians	\$ 8.00 to \$ 30.00
Senior Clerical / Administration	\$ 24.00 to \$ 45.00
Clerical / Administration	\$ 9.00 to \$ 32.00

SURVEY FIELD CREWS:

Survey field crews and equipment will be provided at the following fixed hourly rates:

Two-man Field Crew	\$ 95.00 per hour
Three-man Field Crew	\$ 120.00 per hour
Four-man Field Crew	\$ 145.00 per hour
Additional Rodman, Chainman, or Flagman	\$ 25.00 per hour
G.P.S. Static Receivers	\$ 160.00 per day per receiver
G.P.S. RTK System	\$ 400.00 per day

There is no mileage charge when the job site is within 50 miles of the office from which the survey crew originates. OSHA 29 CFR 1910.120 certified field and office personnel are available upon request at an additional cost.

REIMBURSABLE COSTS:

Reimbursable costs include: fees of Professional Associates (whose expertise is required to complete the project) and out-of-pocket expenses, the cost of which shall be charged at actual costs plus an administrative charge as described in the contract and shall be itemized and included in the invoice.

Typical out-of-pocket expenses shall include, but not be limited to, travel expenses (lodging, meals, etc.), job-related mileage at the prevailing Company rate, long distance telephone calls, courier, printing and reproduction costs, and survey supplies and materials. In the event the requested service involves the use of electronic measuring equipment, computers, plotters, and other special equipment such as boats, swamp buggies, etc., an additional direct charge shall be made for the use of this equipment.

PROCEDURES AND PAYMENTS:

PBS&J shall submit invoices to the Client for work accomplished during each calendar month. For services provided on a Lump Sum basis, the amount of each monthly invoice shall be determined on the "percentage of completion method" whereby PBS&J will estimate the percentage of the total work (provided on a Lump Sum basis) accomplished during the invoicing period. Monthly invoices shall include, separately listed, any charges for services for which time charges and/or unit costs shall apply. Such invoices shall also include, separately listed, any charges for Professional Associates and reimbursable costs. Such invoices shall be submitted by PBS&J as soon as possible after the end of the month in which the work was accomplished and shall be due and payable by the Client upon receipt. The Client agrees that the monthly invoice from PBS&J is correct, conclusive, and binding on the Client unless the Client within twenty (20) working days from the date of receipt of such invoice, notifies PBS&J in writing of alleged inaccuracies, discrepancies, errors in the invoice, or the need for additional backup.

The Client, as owner or authorized agent for the owner, hereby agrees that payment as provided herein will be made for said work within 30 days from the date the invoice for same is mailed to the Client at the address set out herein or is otherwise delivered, and, in default of such payment, hereby agrees to pay all costs of collection, including reasonable attorney's fees, regardless of whether legal action is initiated. The Client hereby acknowledges that unpaid invoices shall accrue interest at the maximum rate allowed by law after they have been outstanding for over 30 days. PBS&J reserves the right to suspend all services on the Client's project without notice if an invoice remains unpaid 45 days after date of invoice. This suspension shall remain in effect until all unpaid invoices are paid in full.



PROFESSIONAL SERVICE AGREEMENT

THIS AGREEMENT, made and entered into _____, by and between Post, Buckley, Schuh & Jernigan, Inc. (PBS&J) and the Client identified herein, provides for the Professional Services described under Item 2 of this Agreement.

CLIENT: Town of Addison
ADDRESS: P.O. Box 9010, Addison, Texas 75001-9010
PHONE NUMBER: (972) 450-2879
FAX NUMBER: (972) 450-2834
CONTACT PERSON: James Pierce

PROJECT NUMBER:
SHORT TITLE: Water System Vulnerability Assessment

1. DESCRIPTION OF PROJECT SITE:
Town of Addison

2. SCOPE OF SERVICES TO BE PROVIDED BY PBS&J
(If additional pages are necessary, they are identified as Attachment A):
See Attachment A

3. THE COMPENSATION TO BE PAID PBS&J for providing the requested services shall be
(If additional pages are necessary, they are identified as Attachment B):
[] Direct personnel expense plus a surcharge of _____ %, plus reimbursable costs.*
[] A Lump-Sum charge of \$ _____, plus out-of-pocket expenses.*
[X] Unit Cost/Time Charges identified in Attachment B, plus reimbursable costs.*
[] Other - See Attachment B.
* See explanation under Item 5 below.

4. IF PBS&J's SERVICES UNDER THIS AGREEMENT ARE DELAYED for reasons beyond PBS&J's control, the time of performance shall be adjusted appropriately. Except where the services provided are under a continuous service contract for more than one year, if the services under this Agreement are delayed for a period of more than one (1) year from the beginning date (as above provided), the fees shall be subject to renegotiation; any change in such fees shall apply only to the unfinished services as of the effective date of such change.

IN WITNESS WHEREOF, this Agreement is accepted on the date written above and subject to the terms and conditions set forth above. (SIGN WITH BALL POINT PEN)

CLIENT: Town of Addison
SIGNED: Ron Whitehead
TYPED NAME: Ron Whitehead
TITLE: City Manager
DATE:
POST, BUCKLEY, SCHUH & JERNIGAN, INC.
SIGNED: John R. Schenck
TYPED NAME: John R. Schenck
TITLE: Senior Vice President
DATE: 11/13/03

5. **COMPENSATION:** Direct personnel expense shall be defined as: the cost of salaries and fringe benefit costs related to vacation, holiday, and sick leave pay; contributions for Social Security, Workers' Compensation Insurance, retirement benefits, and medical and insurance benefits; unemployment and payroll taxes; and other allowed benefits of those employees directly engaged in the performance of the requested service.

Reimbursable costs include: fees of Professional Associates (whose expertise is required to complete the project) and out-of-pocket expenses, the cost of which shall be charged at actual costs plus an administrative charge of 10% and shall be itemized and included in the invoice.

Typical out-of-pocket expenses shall include, but not be limited to, travel expenses (lodging, meals, etc.), job-related mileage at the prevailing Company rate, long distance telephone calls, courier, printing and reproduction costs, and survey supplies and materials. In the event the requested service involves the use of electronic measuring equipment, computers, plotters, and other special equipment such as boats, swamp buggies, etc., an additional direct charge shall be made for the use of this equipment.

It is understood and agreed that PBS&J's services under this Agreement are limited to those described in Item 2 hereof (and Attachment A, if applicable) and do not include participation in or control over the operation of any aspect of the project. Compensation under this Agreement does not include any amount for participating in or controlling any such operation.

6. **INVOICE PROCEDURES AND PAYMENT:** PBS&J shall submit invoices to the Client for work accomplished during each calendar month. For services provided on a Lump Sum basis, the amount of each monthly invoice shall be determined on the "percentage of completion method" whereby PBS&J will estimate the percentage of the total work (provided on a Lump Sum basis) accomplished during the invoicing period. Monthly invoices shall include, separately listed, any charges for services for which time charges and/or unit costs shall apply. Such invoices shall also include, separately listed, any charges for Professional Associates and reimbursable costs. Such invoices shall be submitted by PBS&J as soon as possible after the end of the month in which the work was accomplished and shall be due and payable by the client upon receipt.

The Client, as owner or authorized agent for the owner, hereby agrees that payment as provided herein will be made for said work within 30 days from the date the invoice for same is mailed to the Client at the address set out herein or is otherwise delivered, and, in default of such payment, hereby agrees to pay all costs of collection, including reasonable attorney's fees, regardless of whether legal action is initiated. The Client hereby acknowledges that unpaid invoices shall accrue interest at the maximum retailed by law after they have been outstanding for over 30 days. PBS&J reserves the right to suspend all services on the Client's project without notice if an invoice remains unpaid 45 days after date of invoice. This suspension shall remain in effect until all unpaid invoices are paid in full.

It is understood and agreed that PBS&J's services under this Agreement do not include participation, whatsoever, in any litigation. Should such services be required, a supplemental Agreement may be negotiated between the Client and PBS&J describing the services desired and providing a basis for compensation to PBS&J.

7. **COST ESTIMATES:** Client hereby acknowledges that PBS&J cannot warrant that any cost estimates provided by PBS&J will not vary from actual costs incurred by the Client.
8. **LIMIT OF LIABILITY:** The limit of liability of PBS&J to the Client for any cause or combination of causes shall be, in total amount, limited to the fees paid under this Agreement.
9. **CONSTRUCTION SERVICES:** If, under this Agreement, professional services are provided during the construction phase of the project, PBS&J shall not be responsible for or have control over means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work; nor shall PBS&J be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents or for the Contractor's failure to comply with applicable laws, ordinances, rules or regulations.
10. **INSURANCE:** PBS&J shall at all times carry Workers' Compensation insurance as required by statute; commercial general liability insurance including bodily injury and property damage; automobile liability coverage; and professional liability coverage. Insurance certificates will be provided to the Client upon request. Client agrees to require that PBS&J be named as an additional insured on insurance coverages provided by contractors on the project.
11. **ASSIGNMENT:** Neither the Client nor PBS&J will assign or transfer its interest in this Agreement without the written consent of the other.
12. **SUSPENSION, TERMINATION, CANCELLATION OR ABANDONMENT:** In the event the project described in Attachment A, or the services of PBS&J called for under this Agreement, is/are suspended, cancelled, terminated or abandoned by the Client, PBS&J shall be given seven (7) days prior written notice of such action and shall be compensated for the professional services provided up to the date of suspension, termination, cancellation or abandonment in accordance with the provisions of this Agreement for all work performed up to the date of suspension, termination, cancellation or abandonment, including reimbursable expenses.
13. **ENTIRETY OF AGREEMENT:** This writing, including attachments and addenda, if any, embodies the entire agreement and understanding between the parties hereto, and there are no other agreements and understandings, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby. No alteration, change or modification of the terms of this Agreement shall be valid unless made in writing signed by both parties hereto.
14. **DOCUMENTS:** Any reuse by the client or others of documents and plans that result from PBS&J's services under this agreement shall be at the Client's or others' sole risk without liability to PBS&J.
15. **WAIVER:** Any failure by PBS&J to require strict compliance with any provision of this contract shall not be construed as a waiver of such provision, and PBS&J may subsequently require strict compliance at any time, notwithstanding any prior failure to do so.
16. **DISPUTE RESOLUTION:** If a dispute arises out of or relates to this Agreement or the breach thereof, the parties will attempt to settle the matter between themselves. If no agreement can be reached the parties agree to use mediation with a mutually agreed upon mediator before resorting to a judicial forum. The cost of a third party mediator will be shared equally by the parties. In the event of litigation, the prevailing party will be entitled to reimbursement of all reasonable costs and attorneys' fees. The parties mutually agree that a similar dispute resolution clause will be contained in all other contracts executed by Client concerning or related to this contract and all subcontracts executed by PBS&J.
17. **HAZARDOUS WASTE, MATERIALS OR SUBSTANCES:** Unless otherwise specifically provided in this Agreement, PBS&J shall not be responsible for or have control over the discovery, presence, handling, removal, transport or disposal of hazardous waste, materials or substances in any form on the project site.
18. **GOVERNING LAW:** This Agreement shall be governed by and construed according to the laws of the State where the situs of the work is located.
19. **LIMITED COPYRIGHT LICENSE:** PBS&J grants Client a paid-up, non-transferable, non-exclusive license to make or have made copies of any copyrightable materials delivered under this Agreement and specifically marked by PBS&J as "Reproduction Authorized".
20. **INTELLECTUAL PROPERTY:** With the sole exception of specifically marked reproducible materials subject to the Limited Copyright License herein, all worldwide right, title and interest in and to any and all Intellectual Property conceived, invented, authored or otherwise made by or on this Agreement shall remain the sole and exclusive property of PBS&J, its successors and assigns unless licensed or assigned by PBS&J pursuant to a separate written instrument. The term "Intellectual Property" shall be construed broadly to include all forms of intellectual property including without limitation all inventions, discoveries, designs, plans, improvements, trademarks, service marks and copyrights in drawings, computer programs, architectural works and in all other original works of authorship.

ATTACHMENT A
SCOPE OF SERVICES
TOWN OF ADDISON
WATER SYSTEM VULNERABILITY ASSESSMENT AND
EMERGENCY RESPONSE PLAN UPDATE

Phase I - Vulnerability Assessment

PBS&J proposes to utilize a cost effective process to complete the VA for the Town of Addison that will satisfy EPA requirements. The VA will be performance based, meaning that it will evaluate the risk to the utility system based on the effectiveness (performance) of existing and planned measures to counteract potential adversarial situations. The project approach will address the elements recommended in EPA guidelines including:

- (1) Characterization of the utility system, including its mission and objectives,
- (2) Identification and prioritization of adverse consequences to avoid,
- (3) Determination of critical assets that might be subject to malevolent acts that could result in negative consequences,
- (4) Assessment of the likelihood of identified malevolent acts from adversaries,
- (5) Evaluation of existing countermeasures, including operational procedures and security policies,
- (6) Analysis of current risk and development of a prioritized plan for risk reduction.

Prior to commencing work on-site, the PBS&J team will review available utility system maps, drawings, and data, in an effort to formulate an efficient project plan and schedule. This will include collecting information on existing infrastructure and systems, operational data, policies and procedures, and staffing.

The assessment team will consist of the PBS&J personnel, as well as individuals from the Town of Addison, such as the City Manager, the Director of Public Works, and representatives from the police and fire department, who are familiar with the facilities and existing emergency response plans. The project will begin with a team meeting and discussion with representatives of the pertinent departments, to develop an understanding of system operations and policies, and to gather information from law enforcement representatives and other first-responders. Missions, criteria, and priorities of the utility system will be established as a basis for development of the VA. Information obtained will be used to develop the Design Basis Threat, which will serve as a benchmark that will be used throughout the evaluation process.

Site visits of all water utility facilities and systems will be conducted, during which time any potential risks and hazards will be noted. Existing security features will be identified and reviewed for effectiveness. Following the compilation and review of the field data, the team will again assemble and be briefed.

A comprehensive final VA report will be prepared. The report will provide background information on the VA process and explain its purpose, describe the various water utility facilities, address the threat assessment evaluation and site characterization methods and results, and describe existing security systems effectiveness. It will make general recommendations for security, consequence mitigation, and security recommendations for specific sites, systems, etc. Also included will be a prioritized plan of action with milestones, based upon recommended actions. As required, the report will recommend physical, operational, and procedural upgrades, and provide preliminary cost estimates.

Because many water utilities are operated or administered by local governments, such as the Town of Addison, they are subject to state disclosure laws. Information concerning the security of water utility systems is sensitive, and must be treated as confidential and stored in a secure place. Recommendations for the development of appropriate methods to protect security information and the results of VA will be provided.

Phase II – Emergency Response Plan Update

It is our understanding that the Town of Addison has an ERP that addresses water utility system situations. PBS&J proposes to assist in the updating of the existing plan to incorporate the results of the VA; specifically plans, procedures, and the identification of equipment that can be implemented or utilized in the event of a terrorist or other intentional attack. This task will also include providing information concerning actions, procedures, and identification of equipment which can lessen the impact of terrorist attacks or other intentional actions on public health and safety and the supply of drinking water.

ATTACHMENT B
COMPENSATION
TOWN OF ADDISON
WATER SYSTEM VULNERABILITY ASSESSMENT AND
EMERGENCY RESPONSE PLAN UPDATE

Phase I and Phase II Services.

PBS&J proposes to perform Phase I and II of the project on a time and materials basis, with not to exceed fees of \$27,500 and \$3,500, respectively. The compensation to be paid PBS&J for providing Phase I and Phase II services shall be direct personnel expense and equipment expense as defined on the attached Standard Rate Schedule (Attachment 1), plus reimbursable costs.

Reimbursable costs shall be charged at actual costs plus an administrative charge of 10% and shall be itemized and included in the invoice.

The Town will be invoiced monthly according to the hours spent by the personnel or equipment, although the total amount of the contract will not exceed the amounts described above without approval of the Town of Addison.

Additional Services.

Compensation for any additional services requested by the Town of Addison not covered by Attachment A will be on the same time and material basis as described above.

STANDARD RATE SCHEDULE**PERSONNEL:**

Personnel cost is reimbursed based on a multiplier of 2.5 applied to direct personnel expense. Direct personnel expense for each employee is based on the cost of salaries and fringe benefit costs related to vacation, holiday, and sick leave pay; contributions for Social Security, Workers' Compensation Insurance, retirement benefits, and medical and insurance benefits; unemployment and payroll taxes; and other allowed benefits of those employees directly engaged in the performance of the requested service. Ranges of hourly direct personnel expense by personnel classification are as follows:

Principal / Director	\$ 50.00 to \$ 100.00
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SURVEY FIELD CREWS:

Survey field crews and equipment will be provided at the following fixed hourly rates:

Two-man Field Crew	\$ 95.00 per hour
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Reimbursable costs include: fees of Professional Associates (whose expertise is required to complete the project) and out-of-pocket expenses, the cost of which shall be charged at actual costs plus an administrative charge as described in the contract and shall be itemized and included in the invoice.

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An employee-owned company

November 11, 2003

Mr. James Pierce, P.E., D.E.E.
Assistant Director of Public Works
P.O. Box 9010
Addison, Texas 75001-9010

RE: Water System Vulnerability Assessment

Dear Mr. Pierce:

PBS&J is pleased to provide you with our proposal to conduct a vulnerability assessment of the water system and to update the Emergency Response Plan of the Town of Addison. You will find in the attached proposal our approach to the project as well as our proposed fees.

We appreciate the staff's confidence in PBS&J. I believe that you will find that we will have the practical approach that you are looking for within the context of providing an assessment that meets the Federal requirements.

Scott Forbes, P.E., will be the project manager and contact for the project. Trent Slovak, P.E., and Tim Aschoff, P.E., will provide the bulk of the technical work on the project. I will be monitoring the project and am certainly available to you as necessary.

Please review our proposal and let me know if there are any issues that need to be addressed. We will be happy to attend the City Council meeting when approval is requested and will be prepared to address any questions that members of the Council might have about this project.

Sincerely,

A handwritten signature in cursive script that reads 'Clarence Daugherty'.

Clarence Daugherty, P.E.
Director of Municipal Services

**TOWN OF ADDISON
PROPOSAL FOR WATER SYSTEM
VULNERABILITY ASSESSMENT AND
EMERGENCY RESPONSE PLAN UPDATE
November 11, 2003**

INTRODUCTION

PBS&J is pleased to provide the Town of Addison this proposal to perform a Vulnerability Assessment (VA) for its water utility system, and to update the town's Emergency Response Plan (ERP). The events of September 11, 2001, have made it necessary for utility systems to evaluate their critical infrastructure assets relative to possible acts of terrorism, sabotage, and vandalism. Water infrastructure is vulnerable to four broad classes of attacks: chemical contamination, biological contamination, physical disruption, and disruption of communication, cyber systems and computerized control networks.

As part of the Public Health Security and Bioterrorism Preparedness and Response Act of 2002 (Bioterrorism Act), the Safe Drinking Water Act was amended to require the completion of a VA for all water systems serving more than 3,300 persons, along with preparation or revision of an ERP. The Bioterrorism Act specifically gives community water systems six months to submit their emergency response plan certifications following the completion of their vulnerability assessments.

The US Environmental Protection Agency (EPA) requires that VAs shall include, but not be limited to a review of:

- (1) Pipes and constructed conveyances,
- (2) Physical barriers,
- (3) Water collection, pretreatment, treatment, storage and distribution facilities,
- (4) Electronic, computer or other automated systems such as SCADA systems,
- (5) Chemical use, storage, and handling systems,
- (6) Operation and maintenance of systems.

PROJECT APPROACH

Phase I - Vulnerability Assessment

PBS&J proposes to utilize a cost effective process to complete the VA for the Town of Addison that will satisfy EPA requirements. The VA will be performance based, meaning that it will evaluate the risk to the utility system based on the effectiveness

(performance) of existing and planned measures to counteract potential adversarial situations. The project approach will address the elements recommended in EPA guidelines including:

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PBS&J proposes to perform Phase I and II of the project on a time and materials basis, with not to exceed fees of \$27,500 and \$3,500, respectively.

Addison!

JIM PIERCE, P.E.
Assistant Public Works Director
(972) 450-2879
(972) 450-2837 FAX
jpierce@ci.addison.tx.us

Town of Addison 16801 Westgrove Dr. P.O. Box 9010, Addison, Texas 75001-9010

S.E. charge this to
61-711- 56570-00000
until funds are used up
(\$20,000).

Then, charge the rest to
61-711- 56040- 00000

Jim
5-24-04

PBS&J
Vulnerability Assessment



May 18, 2004
 Project No: 520492.00
 Invoice No: 0219469

Town of Addison
 Attn: Jim Pierce
 PO Box 9010
 Addison TX 75001-9010

Project: 520492.00 Water System Vulnerability Assessment

Professional Services: April 1, 2004 through April 30, 2004

Task: 01 Phase I - Vulnerability Assessment

Professional Personnel

	Hours	Rate	Amount	
Sr. Engineering Staff				
Forbes, William	26.50	60.61	1,606.17	
Totals	26.50		1,606.17	
Total Labor		2.5 times	1,606.17	4,015.43

Reimbursable Expense

TRAVEL/OUT OF TOWN/TRANS			195.20	
TRANSPORTATION - LOCAL			18.75	
Total Reimbursables		1.1 times	213.95	235.35

Billing Limits

	Current	Prior	To-date
Total Billings	4,250.78	0.00	4,250.78
Limit			27,500.00
Remaining			23,249.22

Total this task \$4,250.78

Total this invoice \$4,250.78

Billings to date

*OK to pay
 Jim Pierce
 5-24-04*

	Current	Prior	Total
Labor	4,015.43	0.00	4,015.43
Expense	235.35	0.00	235.35
Totals	4,250.78	0.00	4,250.78

Water Syst. Vulnerability

5-10-04

Meeting with PBS&J - C. Daugherty, S. Forbes,
Trent Stovack, JSP, Jerry Davis, Noel Padden,
Police Dept Rep. Greg Layman

6 Steps:

1. Characterize Water System

Prioritize Mission

Adverse Consequences - Loss of Pressure

2. Determine Critical Assets

Threats:

Arson - Not Likely Assault - Not likely

Who has key to access the plant or

who has codes - Lawn people, Financier,

DWU. Make access more strict -

Have people call to get in supervised.

Will need to look up the V.A.

Employees - Background Check - increase
this level?

Dallas Meter Vault has Dallas Alarms - where
does the Alarm go?

Move Transformer at Surveyor during
Arpatko Phase III

Jim Pierce

From: Forbes, Scott [WSForbes@pbsj.com]
Sent: Friday, April 30, 2004 10:13 AM
To: Jim Pierce
Cc: Daugherty, Clarence; Slovak, Trent J
Subject: Addison VA

Jim,

I left you a voice mail late yesterday and thought it might be helpful to send you this e-mail. As my voice mail indicated, we would like to sit down with a representative of your Police Department, Fire Department, Public Works and with either Jerry, Ron or both and use their knowledge of Addison to talk about potential threats and review them against the water assets.

We are thinking that this group would need to meet for about 2 hours. We would like to see if we can have this meeting on Monday, May 10th. If we could start sometime after 10 AM and we know your time is very valuable conducting other Town business, so if it would be better to work over the noon hour, we would propose to have lunch brought in so the group could continue to meet. Let me know if a meeting with the representatives mentioned above could be scheduled for May 10th and at what time you want to meet.

We will also want our SCADA and IT sub to meet with Jerry and Ron and your IT person that day as well to talk about cyber issues. Depending on what time is available May 10th, we would look to schedule something before or after.

As far as schedule to complete, we are looking to submit our assessment to you on or before Friday, May 28th. This would allow for the Town to review the assessment for a week or so and provide any comments/modifications. We would pick up those comments/modifications so that the Town can certify the assessment to EPA prior to the June 30, 2004 cut-off date.

The emergency response portion of this project would follow certification of the assessment to EPA.

Please let me know if we can meet May 10th. Thanks.

Scott Forbes, P.E.
Senior Project Manager
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Noel Padden 7203 OK

Don Franklin 7175

meet @ 10, 1, 3 OK

Greg Layman ?

Hamid - OK

10-12
1-2:30