

**PROFESSIONAL SERVICES AGREEMENT  
FOR  
PREPARATION OF RISK RESILIENCE ASSESSMENT (RRA) AND EMERGENCY  
RESPONSE PLAN (ERP)**

STATE OF TEXAS           §  
  §  
COUNTY OF TRAVIS       §

This Agreement is entered into by and between the City of Pflugerville, a Texas Municipal Corporation (“City”), acting by and through its City Manager, and Tetra Tech, Inc. (“Consultant”), both of which may be referred to herein singularly as “Party” or collectively as the “Parties.”

The Parties hereto severally and collectively agree, and by the execution hereof are bound, to the mutual obligations herein contained and to the performance and accomplishment of the tasks hereinafter described.

**I. DEFINITIONS**

As used in this Agreement, the following terms shall have meanings as set out below:

“City” is defined in the preamble of this Agreement and includes its successors and assigns.

“Consultant” is defined in the preamble of this Agreement and includes its successors.

“City Manager” shall mean the City Manager and/or his designee.

**II. TERM**

2.1 This agreement shall become effective upon execution by the City and shall remain in effect until satisfactory completion of the Scope of Work unless terminated as provided for in this Agreement.

2.2 If funding for the entire Agreement is not appropriated at the time this Agreement is entered into, City retains the right to terminate this Agreement at the expiration of each of City’s budget periods, and any subsequent contract period is subject to and contingent upon such appropriation.

**III. SCOPE OF SERVICES**

Consultant agrees to provide the services described in this Article III entitled Scope of Services in exchange for the compensation described in Article IV. Compensation. Scope of Services are detailed in Attachment A, *Consultant’s proposal*, which is incorporated by reference as if written and copied herein.

All work performed by Consultant hereunder shall be performed to the satisfaction of the City Manager. The determination made by City Manager shall be final, binding and conclusive on all Parties hereto. City shall be under no obligation to pay for any work performed by Consultant, which is not satisfactory to City Manager. City shall have the right to terminate this Agreement, in accordance with Article VII. Termination, in whole or in part, should Consultant’s

work not be satisfactory to City Manager; however, City shall have no obligation to terminate and may withhold payment for any unsatisfactory work, as stated herein, even should City elect not to terminate.

#### **IV. COMPENSATION TO CONSULTANT**

4.1 In consideration of Consultant's performance in a satisfactory and efficient manner, as determined solely by City Manager, of all services and activities set forth in this Agreement, City agrees to pay Consultant an amount not to exceed One Hundred Fifty Three Thousand One Hundred Fifty Three dollars (\$153,153.00) as total compensation, to be paid to Consultant as further detailed in Attachment B.

4.2 No additional fees or expenses of Consultant shall be charged by Consultant nor be payable by City. The parties hereby agree that all compensable expenses of Consultant have been provided for in the total payment to Consultant as specified in section 4.1 above. Total payments to Consultant cannot exceed that amount set forth in section 4.1 above, without prior approval and agreement of all parties, evidenced in writing and approved by the City.

4.3 Final acceptance of work products and services require written approval by City. The approval official shall be the City Manager. Payment will be made to Consultant following written approval of the final work products and services by the City Manager. City shall not be obligated or liable under this Agreement to any party, other than Consultant, for the payment of any monies or the provision of any goods or services.

#### **V. OWNERSHIP OF DOCUMENTS**

5.1 Any and all writings, documents or information in whatsoever form and character produced by Consultant pursuant to the provisions of this Agreement is the exclusive property of City; and no such writing, document or information shall be the subject of any copyright or proprietary claim by Consultant.

5.2 Consultant understands and acknowledges that as the exclusive owner of any and all such writings, documents and information, City has the right to use all such writings, documents and information as City desires, without restriction. Any use of such writings, documents and information on extensions of this project or on any other project without specific adaptation by Consultant shall be at the City's sole risk and without liability to the Consultant.

#### **VI. RECORDS RETENTION**

6.1 Consultant and its subcontractors, if any, shall properly, accurately and completely maintain all documents, papers, and records, and other evidence pertaining to the services rendered hereunder (hereafter referred to as "documents"), and shall make such materials available to the City at their respective offices, at all reasonable times and as often as City may deem necessary during the Agreement period, including any extension or renewal hereof, and the record retention period established herein, for purposes of audit, inspection, examination, and making excerpts or copies of same by City and any of its authorized representatives.

6.2 Consultant shall retain any and all documents produced as a result of services provided hereunder for a period of four (4) years (hereafter referred to as "retention period") from the date of termination of the Agreement. If, at the end of the retention period, there is litigation or other questions arising from, involving or concerning this documentation or the services provided

hereunder, Consultant shall retain the records until the resolution of such litigation or other such questions. Consultant acknowledges and agrees that City shall have access to any and all such documents at any and all times, as deemed necessary by City, during said retention period. City may, at its election, require Consultant to return said documents to City prior to or at the conclusion of said retention.

6.3 Consultant shall notify City, immediately, in the event Consultant receives any requests for information from a third party, which pertain to the documentation and records referenced herein. Consultant understands and agrees that City will process and handle all such requests.

## **VII. TERMINATION**

7.1 For purposes of this Agreement, "termination" of this Agreement shall mean termination by expiration of the Agreement term as stated in Article II. Term, or earlier termination pursuant to any of the provisions hereof.

7.2 *Termination Without Cause.* This Agreement may be terminated by either Party upon 15 calendar days' written notice, which notice shall be provided in accordance with Article VIII. Notice.

7.3 *Termination For Cause.* Upon written notice, which notice shall be provided in accordance with Article VIII. Notice, City may terminate this Agreement as of the date provided in the notice, in whole or in part, upon the occurrence of one (1) or more of the following events, each of which shall constitute an Event for Cause under this Agreement:

7.3.1 The sale, transfer, pledge, conveyance or assignment of this Agreement without prior approval, as provided in Article XII. Assignment and Subcontracting.

7.4 *Defaults With Opportunity for Cure.* Should Consultant default in the performance of this Agreement in a manner stated in this section 7.4 below, same shall be considered an event of default. City shall deliver written notice of said default specifying such matter(s) in default. Consultant shall have fifteen (15) calendar days after receipt of the written notice, in accordance with Article VIII. Notice, to cure such default. If Consultant fails to cure the default within such fifteen-day cure period, City shall have the right, without further notice, to terminate this Agreement in whole or in part as City deems appropriate, and to contract with another consultant to complete the work required in this Agreement. City shall also have the right to offset the cost of said new Agreement with a new consultant against Consultant's future or unpaid invoice(s), subject to the duty on the part of City to mitigate its losses to the extent required by law.

7.4.1 Bankruptcy or selling substantially all of company's assets

7.4.2 Failing to perform or failing to comply with any covenant herein required

7.4.3 Performing unsatisfactorily

7.5 *Termination By Law.* If any state or federal law or regulation is enacted or promulgated which prohibits the performance of any of the duties herein, or, if any law is interpreted to prohibit such performance, this Agreement shall automatically terminate as of the effective date of such prohibition.

7.6 Regardless of how this Agreement is terminated, Consultant shall affect an orderly transfer to City or to such person(s) or firm(s) as the City may designate, at no additional cost to

City, all completed or partially completed documents, papers, records, charts, reports, and any other materials or information produced as a result of or pertaining to the services rendered by Consultant, or provided to Consultant, hereunder, regardless of storage medium, if so requested by City, or shall otherwise be retained by Consultant in accordance with Article VI. Records Retention. Any record transfer shall be completed within thirty (30) calendar days of a written request by City and shall be completed at Consultant's sole cost and expense. Payment of compensation due or to become due to Consultant is conditioned upon delivery of all such documents, if requested.

7.7 Within forty-five (45) calendar days of the effective date of completion, or termination or expiration of this Agreement, Consultant shall submit to City its claims, in detail, for the monies owed by City for services performed under this Agreement through the effective date of termination. Failure by Consultant to submit its claims within said forty-five (45) calendar days shall negate any liability on the part of City and constitute a **Waiver** by Consultant of any and all right or claims to collect monies that Consultant may rightfully be otherwise entitled to for services performed pursuant to this Agreement.

7.8 Upon the effective date of expiration or termination of this Agreement, Consultant shall cease all operations of work being performed by Consultant or any of its subcontractors pursuant to this Agreement.

7.9 *Termination not sole remedy.* In no event shall City's action of terminating this Agreement, whether for cause or otherwise, be deemed an election of City's remedies, nor shall such termination limit, in any way, at law or at equity, City's right to seek damages from or otherwise pursue Consultant for any default hereunder or other action.

## VIII. NOTICE

Except where the terms of this Agreement expressly provide otherwise, any election, notice or communication required or permitted to be given under this Agreement shall be in writing and deemed to have been duly given if and when delivered personally (with receipt acknowledged), or three (3) days after depositing same in the U.S. mail, first class, with proper postage prepaid, or upon receipt if sending the same by certified mail, return receipt requested, or upon receipt when sent by a commercial courier service (such as Federal Express or DHL Worldwide Express) for expedited delivery to be confirmed in writing by such courier, at the addresses set forth below or to such other address as either Party may from time to time designate in writing.

If intended for City, to: City of Pflugerville  
Attn: Patricia Davis, P.E.  
City Engineer  
P.O. Box 589  
Pflugerville, Texas 78691

If intended for Consultant, to: Tetra Tech, Inc.  
Attn: Kenneth Nichols, P.E.  
Senior Project Manager  
8911 N. Capital of Texas Highway, Suite 2310  
Austin, Texas 78759

## IX. INSURANCE

9.1 Prior to the commencement of any work under this Agreement, Consultant shall furnish copies of all required endorsements and an original completed Certificate(s) of Insurance to the City, which shall be clearly labeled “*Preparation Of Risk Resilience Assessment (RRA) and Emergency Response Plan (ERP)*” in the Description of Operations block of the Certificate. The original Certificate(s) shall be completed by an agent and signed by a person authorized by that insurer to bind coverage on its behalf. The City will not accept Memorandum of Insurance or Binders as proof of insurance. The original certificate(s) or form must have the agent’s original signature, including the signer’s company affiliation, title and phone number, and be mailed, with copies of all applicable endorsements, directly from the insurer’s authorized representative to the City. The City shall have no duty to pay or perform under this Agreement until such certificate and endorsements have been received and approved by the City. No officer or employee, other than the City Attorney, shall have authority to waive this requirement.

9.2 The City reserves the right to review the insurance requirements of this Article during the effective period of this Agreement and any extension or renewal hereof and to modify insurance coverages and their limits when deemed necessary and prudent by City Attorney based upon changes in statutory law, court decisions, or circumstances surrounding this Agreement. In no instance will City allow modification whereupon City may incur increased risk.

9.3 A Consultant’s financial integrity is of interest to the City; therefore, subject to Consultant’s right to maintain reasonable deductibles in such amounts as are approved by the City, Consultant shall obtain and maintain in full force and effect for the duration of this Agreement, and any extension hereof, at Consultant’s sole expense, insurance coverage written on an occurrence basis, by companies authorized and admitted to do business in the State of Texas and with an A.M Best’s rating of no less than A- (VII), in the following types and for an amount not less than the amount listed below:

City of Pflugerville

### **Insurance Requirements**

Consultant performing work on City property or public right-of-way for the City of Pflugerville shall provide the City a certificate of insurance evidencing the coverage provisions identified herein. Consultant shall provide the City evidence that all subcontractors performing work on the project have the same types and amounts of coverage as required herein or that the subcontractors are included under the contractor’s policy. The City, at its own discretion, may require a certified copy of the policy.

All insurance companies and coverage must be authorized by the Texas Department of Insurance to transact business in the State of Texas and must be acceptable to the City of Pflugerville.

Listed below are the types and amounts of insurance required. The City reserves the right to amend or require additional types and amounts of coverage or provisions depending on the nature of the work.

Type of Insurance	Amount of Insurance	Provisions
Commercial (Public) Liability to include coverage for: Premises/Operations	General 1,000,000 per occurrence, 2,000,000 general aggregate  Or	City to be listed as additional insured and provide 30 days' notice of cancellation or material change in coverage
Products/ Completed Operations	2,000,000 combined single coverage limit	City to be provided a waiver of subrogation
Independent Contractors		City prefers that insurer be rated B+V1 or higher by A.M. Best or A or higher by Standard & Poors
Personal Injury		
<b>Contractual Liability</b>		
Business Auto Liability	1,000,000 combined single limit	City to be provided a waiver of subrogation
Workers' Compensation & Employers Liability	Statutory Limits 1,000,000 each accident	City to be provided a waiver of subrogation
Professional Liability	1,000,000	

Questions regarding this insurance should be directed to the City of Pflugerville (512) 990-6100. A contract will not be issued without evidence of Insurance. City will only accept the ACORD 25 or ISO certificate of insurance forms.

9.4 The City shall be entitled, upon request and without expense, to receive copies of the policies, declaration page and all endorsements thereto as they apply to the limits required by the City, and may require the deletion, revision, or modification of particular policy terms, conditions, limitations or exclusions (except where policy provisions are established by law or regulation binding upon either of the Parties hereto or the underwriter of any such policies). Consultant shall be required to comply with any such requests and shall submit a copy of the replacement certificate of insurance to City at the address provided below within 10 days of the requested change. Consultant shall pay any costs incurred resulting from said changes.

City of Pflugerville  
Capital Improvement Program  
P.O. Box 589  
Pflugerville, Texas 78691-0589

9.5 Consultant agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following provisions:

- Name the City, its officers, officials, employees, volunteers, and elected representatives as ***additional insured by endorsement under terms satisfactory to the City***, as respects operations and activities of, or on behalf of, the named insured performed under contract with the City, with the exception of the workers' compensation and professional liability policies;

- Provide for an endorsement that the “other insurance” clause shall not apply to the City of Pflugerville where the City is an additional insured shown on the policy;
- Workers’ compensation and employers’ liability policies will provide a waiver of subrogation in favor of the City.
- Provide thirty (30) calendar days advance written notice directly to City of any suspension, cancellation, non-renewal or material change in coverage, and not less than ten (10) calendar days advance notice for nonpayment of premium.

9.6 Within five (5) calendar days of a suspension, cancellation or non-renewal of coverage, Consultant shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend Consultant’s performance should there be a lapse in coverage at any time during this Agreement. Failure to provide and to maintain the required insurance shall constitute a material breach of this Agreement.

9.7 In addition to any other remedies the City may have upon Consultant’s failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order Consultant to stop work hereunder, and/or withhold any payment(s) which become due to Consultant hereunder until Consultant demonstrates compliance with the requirements hereof.

9.8 Nothing herein contained shall be construed as limiting in any way the extent to which Consultant may be held responsible for payments of damages to persons or property resulting from Consultant’s or its subcontractors’ performance of the work covered under this Agreement.

9.9 It is agreed that, excepting Professional Liability, Consultant’s insurance shall be deemed primary and non-contributory with respect to any insurance or self-insurance carried by the City of Pflugerville for liability arising out of operations under this Agreement.

9.10 It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this Agreement.

9.11 Consultant and any of its Subcontractors are responsible for all damage to their own equipment and/or property.

## **X. INDEMNIFICATION**

**10.1 CONSULTANT covenants and agrees to INDEMNIFY and HOLD HARMLESS, the CITY and the elected officials, employees, officers, directors, volunteers and representatives of the CITY, individually and collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, or liability for damages caused by or resulting from an act of negligence, intentional tort, intellectual property infringement, or failure to pay a subcontractor or supplier committed by the CONSULTANT or the CONSULTANT’S agent, CONSULTANT under contract, or another entity over which the CONSULTANT exercises control. Such acts may include personal or bodily injury, death and property damage, made upon the CITY directly or indirectly arising out of, resulting from or related to CONSULTANT’S activities under this Agreement, including any negligent or intentional acts or omissions of CONSULTANT, any agent, officer, director, representative, employee,**

**consultant or subcontractor of CONSULTANT, and their respective officers, agents employees, directors and representatives while in the exercise of the rights or performance of the duties under this Agreement. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of CITY, its elected officials, employees, officers, directors, volunteers and representatives, in instances where such negligence causes personal injury, death, or property damage. In no event shall the indemnification obligation extend beyond the date with when the institution of legal or equitable proceedings for the professional negligence would be barred by any applicable statute of repose or statute of limitations.**

10.2 The provisions of this INDEMNITY are solely for the benefit of the Parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. CONSULTANT shall advise the CITY in writing within 24 hours of any claim or demand against the CITY or CONSULTANT known to CONSULTANT related to or arising out of CONSULTANT's activities under this AGREEMENT.

**10.3 Duty to Defend – Consultant covenants and agrees to hold a DUTY TO DEFEND the CITY and the elected officials, employees, officers, directors, volunteers and representatives of the CITY, individually and collectively, from and against any and all claims, liens, proceedings, actions or causes of action, other than claims based wholly or partly on the negligence of, fault of, or breach of contract by the CITY, the CITY’S agent, the CITY’S employee or other entity, excluding the CONSULTANT or the CONSULTANT’S agent, employee or sub-consultant, over which the CITY exercises control. CONSULTANT is required under this provision and fully satisfies this provision by naming the CITY and those representatives listed above as additional insured under the CONSULTANT’S general liability insurance policy and providing any defense provided by the policy upon demand by CITY.**

**10.4 CONSULTANT is required to perform services to the City under the standard of care provided for in Texas Local Government Code § 271.904 (d)(1-2).**

10.5 Employee Litigation – In any and all claims against any Party indemnified hereunder by any employee of CONSULTANT, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation herein provided shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for CONSULTANT or any subcontractor under worker’s compensation or other employee benefit acts.

10.6 Force Majeure - City agrees that the CONSULTANT is not responsible for damages arising from any circumstances such as strikes or other labor disputes; severe weather disruptions, natural disasters, fire or other acts of God; riots, war or other emergencies; or failure of any third party governmental agency to act in timely manner not caused or contributed to by CONSULTANT.

## **XI. ASSIGNMENT AND SUBCONTRACTING**

11.1 Consultant shall supply qualified personnel as may be necessary to complete the work to be performed under this Agreement. Persons retained to perform work pursuant to this Agreement shall be the employees or subcontractors of Consultant. Consultant, its employees or its subcontractors shall perform all necessary work.



11.2 It is City's understanding and this Agreement is made in reliance thereon, that Consultant intends to use the following subcontractors in the performance of this Agreement: Halff Associates, Inc.; Elston Johnson and Associates, LLC. Any deviation from this subcontractor list, whether in the form of deletions, additions or substitutions shall be approved by City prior to the provision of any services by said subcontractor.

11.3 Any work or services approved for subcontracting hereunder shall be subcontracted only by written contract and, unless specific waiver is granted in writing by the City, shall be subject by its terms to each and every provision of this Agreement. Compliance by subcontractors with this Agreement shall be the responsibility of Consultant. City shall in no event be obligated to any third party, including any subcontractor of Consultant, for performance of services or payment of fees. Any references in this Agreement to an assignee, transferee, or subcontractor, indicate only such an entity as has been approved by the City.

11.4 Except as otherwise stated herein, Consultant may not sell, assign, pledge, transfer or convey any interest in this Agreement, nor delegate the performance of any duties hereunder, by transfer, by subcontracting or any other means, without the consent of the City Council, as evidenced by passage of an ordinance. As a condition of such consent, if such consent is granted, Consultant shall remain liable for completion of the services outlined in this Agreement in the event of default by the successor Consultant, assignee, transferee or subcontractor.

11.5 Any attempt to transfer, pledge or otherwise assign this Agreement without said written approval, shall be void ab initio and shall confer no rights upon any third person. Should Consultant assign, transfer, convey, delegate, or otherwise dispose of any part of all or any part of its right, title or interest in this Agreement, City may, at its option, cancel this Agreement and all rights, titles and interest of Consultant shall thereupon cease and terminate, in accordance with Article VII. Termination, notwithstanding any other remedy available to City under this Agreement. The violation of this provision by Consultant shall in no event release Consultant from any obligation under the terms of this Agreement, nor shall it relieve or release Consultant from the payment of any damages to City, which City sustains as a result of such violation.

## **XII. INDEPENDENT CONTRACTOR**

Consultant covenants and agrees that he or she is an independent contractor and not an officer, agent, servant or employee of City; that Consultant shall have exclusive control of and exclusive right to control the details of the work performed hereunder and all persons performing same, and shall be responsible for the acts and omissions of its officers, agents, employees, contractors, subcontractors and consultants; that the doctrine of respondent superior shall not apply as between City and Consultant, its officers, agents, employees, contractors, subcontractors and consultants, and nothing herein shall be construed as creating the relationship of employer-employee, principal-agent, partners or joint ventures between City and Consultant. The Parties hereto understand and agree that the City shall not be liable for any claims which may be asserted by any third party occurring in connection with the services to be performed by the Consultant under this Agreement and that the Consultant has no authority to bind the City.

## **XIII. CONFLICT OF INTEREST**

13.1 Consultant acknowledges that it is informed that the Charter of the City of Pflugerville and its Ethics Code prohibit a City officer or employee, as those terms are defined in

Section 11.06 of the Ethics Code, from having a financial interest in any contract with the City or any City agency such as city owned utilities. An officer or employee has a “prohibited financial interest” in a contract with the City or in the sale to the City of land, materials, supplies or service, if any of the following individual(s) or entities is a Party to the contract or sale: a City officer or employee; his parent, child or spouse; a business entity in which the officer or employee, or his parent, child or spouse owns ten (10) percent or more of the voting stock or shares of the business entity, or ten (10) percent or more of the fair market value of the business entity; a business entity in which any individual or entity above listed is a subcontractor on a City contract, a partner or a parent or subsidiary business entity.

13.2 Pursuant to the subsection above, Consultant warrants and certifies, and this Agreement is made in reliance thereon, that it, its officers, employees and agents are neither officers nor employees of the City. Consultant further warrants and certifies that it will comply with the City’s Ethics Code.

13.3 Certificate of Interested Parties (TEC Form 1295). For contracts needing City Council approval, or any subsequent changes thereto requiring City Council approval, the City may not accept or enter into a contract until it has received from the Consultant a completed, signed, and notarized TEC Form 1295 complete with a certificate number assigned by the Texas Ethics Commission (“TEC”), pursuant to Texas Government Code § 2252.908 and the rules promulgated thereunder by the TEC. The Consultant understands that failure to provide said form complete with a certificate number assigned by the TEC may prohibit the City from entering into this Agreement. Pursuant to the rules prescribed by the TEC, the TEC Form 1295 must be completed online through the TEC’s website, assigned a certificate number, printed, signed and notarized, and provided to the City. The TEC Form 1295 must be provided to the City prior to the award of the contract. The City does not have the ability to verify the information included in a TEC Form 1295, and does not have an obligation or undertake responsibility for advising Consultant with respect to the proper completion of the TEC Form 1295.

#### **XIV. AMENDMENTS**

Except where the terms of this Agreement expressly provide otherwise, any alterations, additions, or deletions to the terms hereof, shall be effected by amendment, in writing, executed by both City and Consultant, and, if applicable, subject to formal approval by the City Council.

#### **XV. SEVERABILITY**

If any clause or provision of this Agreement is held invalid, illegal or unenforceable under present or future federal, state or local laws, including but not limited to the City Charter, City Code, or ordinances of the City of Pflugerville, Texas, then and in that event it is the intention of the Parties hereto that such invalidity, illegality or unenforceability shall not affect any other clause or provision hereof and that the remainder of this Agreement shall be construed as if such invalid, illegal or unenforceable clause or provision was never contained herein; it is also the intention of the Parties hereto that in lieu of each clause or provision of this Agreement that is invalid, illegal, or unenforceable, there be added as a part of the Agreement a clause or provision as similar in terms to such invalid, illegal or unenforceable clause or provision as may be possible, legal, valid and enforceable.

## **XVI. LICENSES/CERTIFICATIONS**

Consultant warrants and certifies that Consultant and any other person designated to provide services hereunder has the requisite training, license and/or certification to provide said services, and meets all competence standards promulgated by all other authoritative bodies, as applicable to the services provided herein.

## **XVII. COMPLIANCE**

Consultant shall provide and perform all services required under this Agreement in compliance with all applicable federal, state and local laws, rules and regulations.

## **XVIII. NONWAIVER OF PERFORMANCE**

Unless otherwise specifically provided for in this Agreement, a waiver by either Party of a breach of any of the terms, conditions, covenants or guarantees of this Agreement shall not be construed or held to be a waiver of any succeeding or preceding breach of the same or any other term, condition, covenant or guarantee herein contained. Further, any failure of either Party to insist in any one or more cases upon the strict performance of any of the covenants of this Agreement, or to exercise any option herein contained, shall in no event be construed as a waiver or relinquishment for the future of such covenant or option. In fact, no waiver, change, modification or discharge by either Party hereto of any provision of this Agreement shall be deemed to have been made or shall be effective unless expressed in writing and signed by the Party to be charged. In case of City, such changes must be approved by the City Council, as described in Article XVI. Amendments. No act or omission by a Party shall in any manner impair or prejudice any right, power, privilege, or remedy available to that Party hereunder or by law or in equity, such rights, powers, privileges, or remedies to be always specifically preserved hereby.

## **XIX. LAW APPLICABLE**

**19.1 THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS AND ALL OBLIGATIONS OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN TRAVIS COUNTY, TEXAS.**

19.2 Venue for any legal action or proceeding brought or maintained, directly or indirectly, as a result of this Agreement shall be heard and determined in a court of competent jurisdiction in Travis County, Texas.

## **XX. LEGAL AUTHORITY**

The signer of this Agreement for Consultant represents, warrants, assures and guarantees that he has full legal authority to execute this Agreement on behalf of Consultant and to bind Consultant to all of the terms, conditions, provisions and obligations herein contained.

## **XXI. PARTIES BOUND**

This Agreement shall be binding on and inure to the benefit of the Parties hereto and their respective heirs, executors, administrators, legal representatives, and successors and assigns, except as otherwise expressly provided for herein.

## XXII. CAPTIONS

The captions contained in this Agreement are for convenience of reference only, and in no way limit or enlarge the terms and/or conditions of this Agreement.

## XXIII. INCORPORATION OF EXHIBITS

Each of the Exhibits listed below is an essential part of the Agreement, which governs the rights and duties of the Parties, and shall be incorporated herein for all purposes:

Attachment “A” - Scope of Services, including Project Description/Scope of Services; Fee Summary for Professional Services and Proposed Project Schedule

## XXIV. ENTIRE AGREEMENT

This Agreement, together with its authorizing ordinance and its exhibits, if any, constitute the final and entire agreement between the Parties hereto and contain all of the terms and conditions agreed upon. No other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind the Parties hereto, unless same be in writing, dated subsequent to the date hereto, and duly executed by the Parties, in accordance with Article XIV. Amendments.

## XXV. MISCELLANEOUS CITY CODE PROVISIONS

**25.1 Representations and Warranties by Consultant.** If Consultant is a corporation, partnership or a limited liability company, Consultant warrants, represents, covenants, and agrees that it is duly organized, validly existing and in good standing under the laws of the state of its incorporation or organization and is duly authorized and in good standing to conduct business in the State of Texas.

**25.2 Franchise Tax Certification.** A corporate or limited liability company Consultant certifies that it is not currently delinquent in the payment of any Franchise Taxes due under Chapter 171 of the *Texas Tax Code*, or that the corporation or limited liability company is exempt from the payment of such taxes, or that the corporation or limited liability company is an out-of-state corporation or limited liability company that is not subject to the Texas Franchise Tax, whichever is applicable.

**25.3 Eligibility Certification.** Consultant certifies that the individual or business entity named in the Agreement is not ineligible to receive payments under the Agreement and acknowledges that the Agreement may be terminated and payment withheld if this certification is inaccurate.

**25.4 Payment of Debt or Delinquency to the State or Political Subdivision of the State.** Pursuant to Chapter 38, *City of Pflugerville Code of Ordinances*, Consultant agrees that any payments owing to Consultant under the Agreement may be applied directly toward any debt or delinquency that Consultant owes the City of Pflugerville, State of Texas or any political subdivision of the State of Texas regardless of when it arises, until such debt or delinquency is paid in full.

**25.5 Texas Family Code Child Support Certification.** Consultant certifies that they are not delinquent in child support obligations and therefore is not ineligible to receive payments under the Agreement and acknowledges that the Agreement may be terminated and payment may be withheld if this certification is inaccurate.


**25.6 Texas Government Code Mandatory Provision.** The City of Pflugerville may not enter into a contract with a company for goods and services unless the contract contains a written verification from the company that it; (i) does not boycott Israel; and (ii) will not boycott Israel during the term of the contract. (Texas Government Code, Chapter 2270.002) by accepting this rider, the Consultant hereby verifies that it does not boycott Israel, and agrees that, during the term of this agreement, will not boycott Israel as that term is defined in the Texas Government Code, Section 808.001, as amended. Further, the Consultant hereby certifies that it is not a company identified under Texas Government Code, Section 2252.152 as a company engaged in business with Iran, Sudan, or Foreign Terrorist Organization.

**EXECUTED** and **AGREED** to as of the dates indicated below.

**CITY OF  
PFLUGERVILLE**

**TETRA TECH, INC.**

\_\_\_\_\_  
(Signature)

  
\_\_\_\_\_  
(Signature)

Printed Name: Sereniah Breland

Printed Name: Leslie A. Turner, P.E.

Title: City Manager

Title: Operations Manager

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

Date: 4/1/2020

APPROVED AS TO FORM:

\_\_\_\_\_  
Charles E. Zech  
City Attorney  
DENTON NAVARRO ROCHA BERNAL & ZECH, P.C.

City of Pflugerville Public Works  
 15500 Sun Light Near Way  
 Pflugerville, TX

**RE: AMERICA’S WATER INFRASTRUCTURE ACT WATER SYSTEM RISK AND RESILIENCY ASSESSMENT AND EMERGENCY RESPONSE PLAN SCOPE OF WORK**

**PROJECT UNDERSTANDING**

The City of Pflugerville is undertaking a water system risk and resilience assessment (RRA) and Emergency Response Plan Update (ERP) of its physical operational assets and cyber networks in compliance with the America’s Water Infrastructure Act (AWIA). The assessment is designed to determine the water system’s vulnerabilities to malevolent acts, natural hazard, and proximity and dependency risks.

The objective is the development of an RRA that meets all AWIA requirements and provides the City with the documentation to develop the required emergency response plan internally. Tetra Tech proposes to perform the RRA in conformance with the methodology presented in Risk Analysis and Management for Critical Asset Management Protection (RAMCAP); Standard for Risk and Resilience Management of Water and Wastewater Systems (ANSI/AWWA, 2010) as described in the AWWA J100 standard (Figure 1).

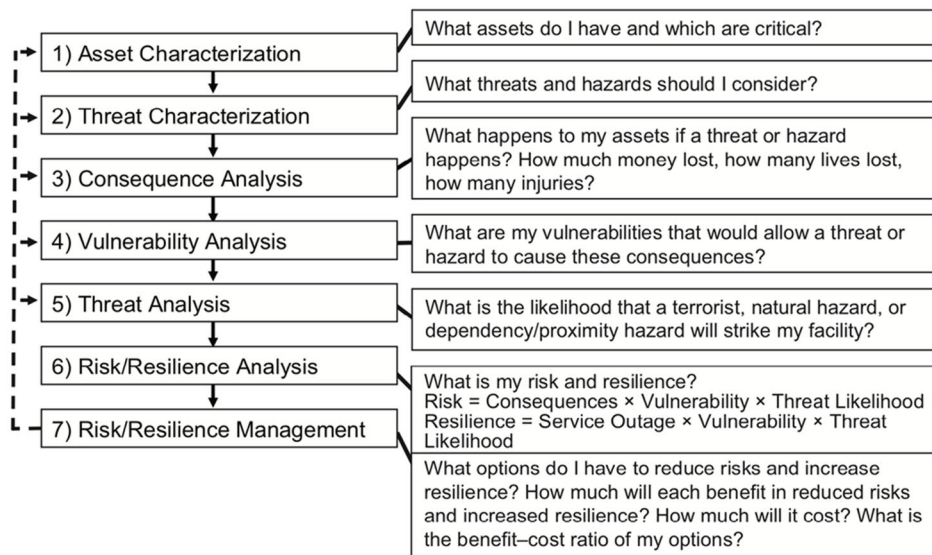


Figure 1. AWWA J100 Standard for Risk and Resilience Management of Water and Wastewater Systems

Tetra Tech will conduct the RRA for water system mission critical cyber and physical assets including its administrative and operations facilities. AWIA requirements emphasize cybersecurity threats in light of the increasing occurrences of system intrusions, data base hacks, and ransomware attacks. The RRA will consider the systems cyber assets – computers, networks, data and communications systems, and billing systems –

critical to the safe production of drinking water and business operations. These consist of both information technology (IT) and operational technology (OT) systems, including:

- Plant industrial control systems (ICS)
- Supervisory control and data acquisition (SCADA) systems.
- Supporting network and computer infrastructure.
- Business applications supporting utility operations.

The cyber-asset assessment will closely mirror the physical RAMCAP assessment tasks but involve a different City team with knowledge of computerized systems from both IT and SCADA perspectives. This assessment will evaluate the risks to critical systems and the City’s ability to quickly and effectively recover from disruptions of these systems.

## SCOPE OF SERVICES

### **Task 1 Project Administration**

Tetra Tech will provide a Project Administration Plan to direct, coordinate, and monitor the activities of the project with respect to budget, schedule, and contractual obligations.

Tetra Tech will be responsible for management of all Tetra Tech team activities, including any subconsultants. Tetra Tech will manage and coordinate all components of the Project and take a proactive role in keeping all tasks on schedule and budget and ensure timely completion of the Project.

Tetra Tech will provide full coordination with City staff and be responsive to any communications. Tetra Tech will be in contact with the City frequently enough to ensure a timely City review of deliverables. Tetra Tech will work with all stakeholders in a responsible manner and as directed by the City.

Tetra Tech will prepare all project-related agendas and meeting minutes. Agendas and the supporting information will be distributed via emails to the City’s Project Manager at least one business day prior to any meetings, except draft reports, which shall be submitted at least three business days ahead of the meetings. Meeting minutes shall be distributed to all attendees and any other identified parties within five business days of the meeting date. Tetra Tech will submit a summary report of work completed by sub-tasks with each invoice.

Tetra Tech will conduct internal quality assurance and quality control meetings and follow-up with technical experts as necessary during the course of the project. This project will be conducted over an 8-month period.

### **Task 2 Kickoff Meeting**

Tetra Tech will conduct a project planning meeting with the Project Manager from the City. The objectives of this meeting will be to confirm the project timeline, confirm agencies participating in the project, and coordinate compilation of the necessary documents to conduct the plan reviews. The critical path item in developing a plan of this nature is data collection. We will address this need immediately. Using the AWIA requirements as a minimum baseline, we will develop a data needs list, data needs submission log, and draft data collection plan. The data collection schedule will be finalized at the kickoff meeting.

During the meeting, Tetra Tech will confirm the overall project, scope, project plan, and schedule.

**Assumptions:** The kickoff meeting will be attended by the Tetra Tech Project Principal, Elston Johnson and Dan Franz. Other team members from outside of the region will attend by conference call to control project costs.

### **Task 3 Data Collection and Review**

Data gathering, through existing documentation and field assessment will address the following elements:

- Malevolent acts (physical and cyber intrusion by internal/external perpetrators) and natural hazards (for the City it is assumed that the list of natural hazards can be limited to earthquakes, fires, floods and storm events)
- System resilience
- Monitoring practices
- Financial network infrastructure
- Chemical handling
- Operation and maintenance
- Network diagrams addressing schemes and system descriptions
- Drawings showing the relationship of each system to the treatment process (i.e., process flow diagrams, record drawings and O&M manuals).
- City records of previous malevolent acts, natural events, service outages due to utility or external factors

The focus of data collection will be identifying the status of existing systems and analyzing existing systems and deficits per the EPA guidelines and City's objectives.

It is assumed that the following documents will be provided:

- *Current Pflugerville Water System Master Plan*
- *Current Emergency Operations/Response Plan*
- *Previous Water System Vulnerability Assessment*

Additional technical documentation that may be requested if available includes:

- Latest version of all security policies and procedures
- Any contract/asset access service agreements
- Security documentation such as post orders, recent calls for service, and security organization chart.
- Electronic engineering files of the administration and operations building utilities, communications and security systems
- Available O&M manuals
- New assets that are in some phase of planning, design, or construction

At a minimum, this assessment will include the following system elements:

- Transmission pipelines
- Pump stations
- Source of supply
- Treatment facilities
- Finished water storage
- Security systems and practices
- Operations center
- Cyber systems
- Chemical handling

**Assumptions:** Required on-site data collection will be provided by Halff and Associates whose knowledge of the system will provide efficiency.



## **Task 4 Asset and Threat Characterization and Consequence Analysis – Workshop #1**

### ***Asset-Threat Pair Determination***

Tetra Tech will prepare for, and facilitate, Workshop #1 with the City to introduce the RAMCAP assessment approach and develop the physical and cyber asset characterization. The workshop will be attended by Tetra Tech's project manager, project engineer, cybersecurity specialist, and physical security specialist.

Tetra Tech will review the major cyber assets associated with each facility and their criticality to the City's mission. Tetra Tech will facilitate a discussion with City staff to define their mission, followed by a discussion of how each facility is critical to this mission.

A threat characterization will be conducted, to assess malevolent acts and natural hazards, including threats that can impact off-site assets controlled by others (e.g., utilities and chemical suppliers). The workshop will identify reasonable, worst-case threats using the RAMCAP table of potential hazards and threat scenarios. These are based on leading physical and cybersecurity guidance identified as AWIA consensus standards for water utilities, including the following:

- AWWA J100 Standard
- AWWA Cyber Security Guidance & Tool
- National Institute of Standards and Technology Cybersecurity Framework
- ISA/IEC-62443 (Formerly ISA-99) Industrial Automation and Control Systems Security
- National Institute of Standards and Technology SP800-82 Rev. 1 Guide to Industrial Control Systems Security

Tetra Tech will prepare for, and facilitate, the threat characterization process at the workshop. This part of the workshop will identify threats and narrow the focus of threats that represent real, physically possible threats to critical assets identified during the asset characterization.

Tetra Tech will prepare an Asset Classification and Threat Characterization Technical Memorandum summarizing the key assets and associated criticality identified during the workshops.

### **Deliverable:**

- Facilitated workshop. Documentation of criticality considerations and Threat-Asset pair development to be included in the final report.
- Listing of Asset-Threat pairs
- PARRE Software Tool result spreadsheets

### **Assumptions**

- This assessment will be conducted in a manner and develop results to meet the needs of the AWIA RRA requirements.
- The RRA will fully evaluate a maximum of twenty (20) water system Asset-Threat pairs.
- Tetra Tech will make maximum use of the 2003 Vulnerability Assessment in the early stages to verify mission critical physical assets.

### ***Field Investigations***

Tetra Tech will conduct field-data collection regarding water assets identified as critical and conduct interviews with key staff.

In conjunction with fieldwork, Tetra Tech’s cybersecurity lead, will spend time with the City’s IT and SCADA staff reviewing the networks. Tetra Tech will request information from the City to identify the key components of the network and cyber infrastructure. This will allow Tetra Tech to become familiar with the critical automated systems prior to the onset of project work.

Tetra Tech’s field investigations will determine the ability of current protection systems to withstand each identified threat. Each site will be classified based on the criticality of its cyber assets as defined in the RAMCAP methodology. Tetra Tech will begin with threat analysis assumptions identified during the asset/threat characterization workshop to estimate the likelihood of a malevolent act or natural hazard based on relative alternative targets and historical records, respectively.

The budget for this task includes time for Halff and Associates to provide physical asset site visits. The institutional knowledge of Halff and Associates’ Dan Franz will reduce City staff time commitment.

### ***Consequence Analysis***

Tetra Tech will reconvene with City staff to identify the types of consequences to be evaluated and quantify those consequences. This information will be used in the PARRE Software Tool to assign scores to calculate consequence of loss for each asset-threat pair. We will confirm or revise the consequence analysis to rank asset-threat pairs according to the magnitude of resulting consequences, using a consequence scale provided in the RAMCAP methodology. Consequences will be estimated, at a minimum, in terms of loss of life and serious injury; financial losses; duration and severity of service denial; and economic losses to the utility. This analysis will be used as the basis for the vulnerability and threat analysis workshop to follow.

**Deliverable:** Documentation of consequence considerations to be included in the final report.

### **Task 5 Vulnerability and Threat Analysis – Workshop #2A**

Based on the findings of Workshop #1, Tetra Tech will use the consequence analysis to identify a natural breakpoint in the quantification of consequence to identify approximately the top twenty critical assets in the water system. This approach, as recommended by the J100 guidance is simply to ascertain a manageable number of assets to be addressed. Should the City choose to develop a longer list that can be negotiated.

With a focused list of assets Tetra Tech will prepare a vulnerability analysis to identify, within the security framework, the vulnerabilities to threats and/or hazards that could potentially occur.

Tetra Tech will then conduct a threat analysis using data from City records, law enforcement, and Emergency Planning and Community Right to Know Act (EPRCA Tier II) databases to identify the likelihood of that a natural hazard, dependency or proximity hazard or malevolent threat would take place at their facility.

Tetra Tech will facilitate Workshop #2 with City staff to review and revise the vulnerability and threat likelihood analysis.

#### **Deliverables:**

- Facilitated workshop and documentation of vulnerability and threat analysis to be included in the final report.
- PARRE Software Tool result spreadsheets

**Assumptions:** Workshop #2A and #2B will be conducted on consecutive days to reduce schedule, City staff schedule disruption, and costs associated with technical team travel.

### **Task 6 Risk and Resilience Analysis**

Tetra Tech will assess the risk and resilience to the previously identified Asset-Threat pairs according to the malevolent acts and natural events (including earthquakes) as outlined by the AWWA J100 methodology. Tetra Tech will compile all information and scores gathered in the preceding tasks to calculate risk and resilience for each asset-threat pair. Risk is calculated as the product of the Consequence (expressed as a scored value), Vulnerability (expressed as a probability), and Threat Likelihood (expressed as a probability):

$$\text{RISK} = \text{Consequence} \times \text{Vulnerability} \times \text{Threat Likelihood}$$

Resilience will be calculated as the product of the Service Outage (expressed as a scored value in terms of duration and severity), Vulnerability, and Threat Likelihood.

$$\text{RESILIENCE} = \text{Duration} \times \text{Severity} \times \text{Vulnerability} \times \text{Threat Likelihood}$$

Tetra Tech will prepare a risk and resilience analysis technical memorandum compiling the results of the analysis. We will then facilitate a conference call to discuss the results to ensure that all City participants agree with the outcome and determine which risks warrant mitigation. The call will define what level of risk and resilience is acceptable. For asset-threat pairs with an unacceptable level of risk and resilience, the following process will be pursued:

- Define mitigation and resilience options as countermeasures to the threats.
- Estimate the capital and operating costs for each option.
- Identify options that apply to multiple asset-threat pairs.
- Calculate the net benefits and benefit-cost ratio to estimate total value and risk-reduction efficiency of each option.
- Determine the resources needed to operate the selected options.
- Identify mitigation options for the selected asset-threat pairs.

**Deliverable:**

- Documentation of risk and resilience analysis to be included in the final report.
- PARRE Software Tool result spreadsheets

### **Task 7 Risk and Resilience Management - Workshop #2B**

Following the calculation of risk and resilience, Tetra Tech will facilitate Workshop #2B. The Risk and Resilience Management workshop will evaluate and select what, if any, actions are needed to enhance all-hazards security or resilience are needed. If actions are needed then selecting the portfolio of actions to be taken including improving security, improving consequence mitigation, developing redundancy, entering into mutual aid agreements, developing emergency response plans, reducing or eliminating dependency/proximity threats, etc.

These decisions will be subjective and dependent upon City staff participants. Therefore, the recording or the reasoning process and justification for each decision will be important for future groups when the RRA is updated.

Tetra Tech will prepare recommended risk and resilience management options for the City’s consideration and submit the recommendations in one-week in advance of the workshop. Tetra Tech will develop the necessary spreadsheets and analytical tools for evaluating and selecting the recommendations.

**Deliverables:**

- Summary of the findings of the workshop including selected risk and resilience management action items to be included in the final report.
- PARRE Software Tool result spreadsheets

**Task 8 Draft Final and Final RRA**

Following completion of the workshops Tetra Tech will prepare a Draft Final RRA compiling and summarizing the process, results, recommendations, decisions, and action items that will provide the City with Risk and Resilience Action Plan for review. Following review, Tetra Tech will conduct a meeting with the City project manager to review comments and revisions. Tetra Tech will prepare a Final RRA Action Plan for the City’s records. Tetra Tech will prepare a single RRA report addressing both systems. This will enable City to meet AWIA requirements yet have all risk and resilience documentation in a single location. Tetra Tech will also prepare the required RRA Compliance Letter for the City’s submission to the EPA. Tetra Tech will provide five hard copies along with PDF and Microsoft Word copies on a flash drive.

**Deliverables:**

- Draft Final RRA
- Final RRA
- EPA RRA Compliance Letter

**Assumptions:**

The City will provide a single set of reviewed and resolved comments of the Draft RRA.

**Task 9 Emergency Response Plan (ERP) Initiation**

Concurrent with the submission of the final RRA, Tetra Tech will initiate the process of developing the ERP. Tetra Tech will conduct a 2-hour on-site ERP project kickoff meeting with the City’s project manager and key personnel. The Tetra Tech project manager will facilitate the meeting. Tetra Tech will provide printed meeting materials for up to 10 participants.

Tetra Tech will conduct the on-site ERP kickoff meeting with key stakeholders pre-selected and notified by the City, who will serve as members of a Working Group. The objectives of this meeting will be to initiate their involvement in the ERP development, finalize the project timeline, and discuss the communication plan. Meeting objectives will also include obtaining commitment and buy-in to the planning process, as well as setting expectations and confirming responsibilities of the Working Group members. In addition, Tetra Tech will identify and discuss the planning requirements for this project and review applicable local, state, and federal guidelines.

**Task 10 Plan Review, Gap Analysis, and ERP Outline**

Tetra Tech will conduct a comprehensive review of the existing emergency response documentation and guidance and determine their suitability for meeting requirements for AWIA compliance. A gap analysis will assist Tetra Tech in guiding a discussion with the City regarding the update’s overall vision and end state.

After discussing the gap analysis and reviewing revisions needed to meet the AWIA compliance, Tetra Tech will develop an ERP outline that is consistent with both the City’s vision and AWIA requirements.

Tetra Tech will submit a data request for ERP documents to the City’s project manager and assess those provided. Tetra Tech will then develop a gap analysis summary that highlights current capabilities and areas for further development.

### **Task 11 Stakeholder Workshop**

A collaborative plan revision process that combines iterative draft plan development with Working Group participation is the key to building ownership in the plan. Through a series of targeted interviews and meetings, Tetra Tech will gather the data needed to begin the planning process. Tetra Tech will facilitate the stakeholder engagement process and provide advice and guidance based on best practices, as appropriate.

During this task, Tetra Tech will conduct an on-site planning meeting and up to four stakeholder interviews with departments that have critical ERP responsibilities. The meeting and interviews are designed to gather the necessary information to revise the plan as well as discuss key planning assumptions and the outline and format of the updated ERP. Tetra Tech will provide printed meeting materials for each interview.

After the stakeholder outreach, Tetra Tech will develop recommendations detailing the findings and proposed comprehensive plan outline and scope of content. The recommendations will be used as a tool to guide updates for the ERP as required by AWIA.

### **Task 12 Preliminary, Draft Final, and Final ERP Development and Review**

Tetra Tech will develop a preliminary draft ERP and submit it to the City one week prior to a document-review workshop with the City’s ERP Working Group. The workshop objective is for stakeholders to provide review, input, and direction and for the Tetra Tech team to gather feedback and guidance on missing information. Tetra Tech will provide printed meeting materials for up to 10 participants. The workshop will be scheduled for two hours.

Following the workshop, Tetra Tech will prepare a draft final ERP for City review. The City will provide a final review of the ERP. Tetra Tech will conduct a conference call with the City project manager to review comments and revisions. Following the conference, call Tetra Tech will prepare a final ERP for the City’s records. Tetra Tech will also prepare the required ERP compliance letter for the City’s submission to the EPA.

#### **Deliverables:**

- Preliminary draft ERP up to 10 copies
- Final ERP five hard copies, along with PDF and Microsoft Word copies on a flash drive
- EPA ERP compliance letter
- Printed meeting materials for up to 25 participants.
- An electronic version of all District ERP development documents including editable versions of the ERP and appendices.

#### **Assumptions:**

The City will provide a single set of reviewed and resolved comments.


### **Task 13 ERP Orientation Workshop**

Subsequent to ERP approval, Tetra Tech will develop and deliver a 2-hour ERP orientation workshop for City staff and stakeholders to review the ERP scope, concepts, policies, organization, and key roles and responsibilities. We will incorporate focused tabletop exercise discussions to highlight the interaction of City staff and stakeholders and increase familiarity with the ERP contents.

Based on input from the City and stakeholders, we will customize the scope and level of exercise discussion. Tetra Tech will produce printed materials for the workshop, including participant handouts and other resources that will support a relevant and realistic exercise experience. Tetra Tech will provide a facilitator and an evaluator/scribe to guide discussion and capture participants' feedback.

#### **Deliverables**

- Facilitated ERP orientation and tabletop exercise workshop

 <b>Price Proposal</b>		Revision Date: Feb 26, 2020		<b>Labor Plan</b>										<b>Price Summary / Totals</b>										
<b>Pflugerville AWIA Water System RRA and ERP</b>				9 Resource										Task Pricing Totals		153,153								
				Bill Rate >	270.00	255.00	130.00	255.00	150.00	155.00	160.00	125.00	190.00	Specify Add'l Fees on Setup		0								
Submitted to: City of Pflugerville				Proj Area >										Technology Use Fee										
														<b>Total Price</b>		<b>153,153</b>								
Project Phases / Tasks				Schedule			Total Labor Hrs	Project Principal	Project Manager	Data Analytics	Cybersecurity Specialist	Physical Security Specialist	Emergency Response Planner	Quality Control	Technical Editor	Cybersecurity Project Engineer	Pricing by Resource					Task Pricing Totals		
				From	Thru	Months											Work Days Off	Work Days	Labor Rate Esc.	Labor	Subs		Travel	Mat'l's & Equip
Task 1 Project Administration								24	4	20									6,180				6,180	
Task 2 Kickoff Meeting								6	1	1	1	1	1		1				1,220	413			1,633	
Task 3 Data Collection and Review								28			4	8	8	8					5,000	3,960			8,960	
Task 4 Asset and Threat Characterization and Consequence Analysis Wkshp								76		24	4	24	24						16,360	6,600	4,620		27,580	
Task 5 Vulnerability and Threat Analysis Workshop								34		12	2	12	8						7,580	2,640	3,740		13,960	
Task 6 Risk and Resilience Analysis								8		4	4								1,540	3,960			5,500	
Task 7 Risk and Resilience Management Workshop								34		12	2	12	8						7,580	2,640	1,210		11,430	
Task 8 Draft and Final RRA								144		12	60	8	24		8	8	24		23,340	660			24,000	
Task 9 Emergency Response Plan Initiation								16	4					12					2,940		330		3,270	
Task 10 ERP Background and Needs								92	-	6	-	-	-	84	2	-	-		14,870	-	-	-	14,870	
Task 10.1 Existing Plan Review								32		2				30					5,160				5,160	
Task 10.2 Gap Analysis								42		2				40					6,710				6,710	
Task 10.3 ERP Outline Development								18		2				14	2				3,000				3,000	
Task 11 Stakeholder Workshop								40	4					36					6,660		330		6,990	
Task 12 ERP Plan Development								138	2	4	-	-	-	120	12	-	-		22,080	-	330	-	22,410	
Task 12.1 Preliminary Draft								72		4				60	8				11,600				11,600	
Task 12.2 Draft Final								46	2					40	4				7,380		330		7,710	
Task 12.3 Final ERP								20						20					3,100				3,100	
Task 13 ERP Orientation Workshop								36	4					32					6,040		330		6,370	
<b>Totals</b>								<b>676</b>	<b>19</b>	<b>95</b>	<b>77</b>	<b>65</b>	<b>73</b>	<b>292</b>	<b>23</b>	<b>8</b>	<b>24</b>	<b>0.00%</b>	<b>121,390</b>	<b>20,873</b>	<b>10,890</b>	<b>-</b>	<b>-</b>	<b>153,153</b>

RRA Activity	2020											
	April	May	June	July	August	September	October	November				
Project Scoping/Contracting	[Brown bar]											
Kickoff	[Red triangle]											
Data Collection	[Brown bar]											
Workshop #1	[Blue triangle] Analysis											
Workshop #2	[Blue triangle]											
Workshop #3	[Blue triangle] Analysis & Draft RRA											
Draft Document	[Yellow triangle] City Review											
Final Document	[Orange bar] Revision & Final RRA [Yellow triangle]											
Compliance Certification	[Yellow triangle] 4 1/2 Month F											
ERP Activity												
Stakeholder Identification	[Red triangle]											
Kickoff	[Red triangle]											
Data Collection	[Brown bar]											
ERP Workshop #1	[Blue triangle]											
ERP Workshop #2	[Yellow triangle] City Review [Blue triangle]											
Workshop #3/Draft Document	[Yellow triangle] City Review [Blue triangle]											
Final Document												
Compliance Certification												
ERP Table top Workshop												

 Meeting
  Workshop
  Deliverable