

ORDINANCE NO. 03-109 AC CMS

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH ARCADIS FPS, OF AKRON, OHIO, FOR A VULNERABILITY ASSESSMENT AND EMERGENCY OPERATING PLAN FOR THE CITY OF OBERLIN WATER TREATMENT PLANT

BE IT ORDAINED by the Council of the City of Oberlin, County of Lorain, State of Ohio, a majority of all members elected thereto concurring:

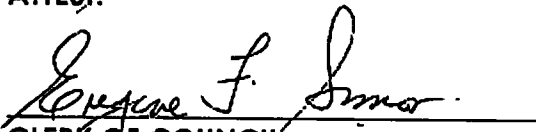
SECTION 1. That the City Manager is hereby authorized and directed to enter into a contract with ARCADIS FPS of Akron, Ohio for a Vulnerability Assessment and Emergency Operating Plan for the City of Oberlin Water Treatment Plant in accordance with their proposal dated November 14, 2003, and in an amount not to exceed \$26,700.

SECTION 2. It is hereby found and determined that all formal actions of this Council concerning or relating to the adoption of this ordinance were adopted in an open meeting of this Council and that all deliberations of this Council and of any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

SECTION 3. That this ordinance shall take effect at the earliest date allowed by law.

PASSED: 1st Reading – December 15, 2003 (E)
2nd Reading –
3rd Reading –

ATTEST:


CLERK OF COUNCIL


CHAIR OF COUNCIL

POSTED: 12/16/03

EFFECTIVE DATE: 12/16/03

a:/ORD03-109VulnerabilityAssessment

Dean -
please attach this except
from the O.R.C. to
ord 03-108 and the
signed copy of the contract
w/ ARCADIS FPS for the
vulnerability assessment.
JTB

PAGE'S OHIO REVISED CODE ANNOTATED
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*** THIS DOCUMENT REFLECTS CHANGES RECEIVED THROUGH NOVEMBER 1, 2002 ***

TITLE I [1] STATE GOVERNMENT

CHAPTER 149: DOCUMENTS, REPORTS, AND RECORDS

[RECORDS COMMISSIONS]

ORC Ann. 149.433 (Anderson 2002)

§ 149.433 Exemption of security and infrastructure records.

(A) As used in this section:

(1) "Act of terrorism" has the same meaning as in section 2909.21 of the Revised Code.

(2) "Infrastructure record" means any record that discloses the configuration of a public office's critical systems including, but not limited to, communication, computer, electrical, mechanical, ventilation, water, and plumbing systems, security codes, or the infrastructure or structural configuration of the building in which a public office is located. "Infrastructure record" does not mean a simple floor plan that discloses only the spatial relationship of components of a public office or the building in which a public office is located.

(3) "Security record" means either of the following

(a) Any record that contains information directly used for protecting or maintaining the security of a public office against attack, interference, or sabotage,

(b) Any record assembled, prepared, or maintained by a public office or public body to prevent, mitigate, or respond to acts of terrorism, including any of the following

(i) Those portions of records containing specific and unique vulnerability assessments or specific and unique response plans either of which is intended to prevent or mitigate acts of terrorism, and communication codes or

deployment plans of law enforcement or emergency response personnel;

(ii) Specific intelligence information and specific investigative records shared by federal and international law enforcement agencies with state and local law enforcement and public safety agencies;

(iii) National security records classified under federal executive order and not subject to public disclosure under federal law that are shared by federal agencies, and other records related to national security briefings to assist state and local government with domestic preparedness for acts of terrorism.

(B) A record kept by a public office that is a security record or an infrastructure record is not a public record under section 149.43 of the Revised Code and is not subject to mandatory release or disclosure under that section.

(C) Notwithstanding any other section of the Revised Code, a public office's or a public employee's disclosure of a security record or infrastructure record that is necessary for construction, renovation, or remodeling work on any public building or project does not constitute public disclosure for purposes of waiving division (B) of this section and does not result in that record becoming a public record for purposes of section 149.43 of the Revised Code.

HISTORY:

: 149 v S 184, Eff 5-15-2002.

City of Oberlin

85 South Main St. Oberlin, OH 44074

Public Works Department

December 4, 2003

TO: Rob DiSpirito, City Manager
FROM: Jeff Baumann, Public Works Director 
RE: Vulnerability Assessment

As a result of the events of September 11, 2001, the USEPA is requiring all water systems serving populations in excess of 3300 persons to prepare a Vulnerability Assessment (VA) of its critical facilities. The VA must be followed within 6 months by an Emergency Operating Plan (EOP). Public Works staff solicited and reviewed Statements of Qualification from eight engineering firms to provide these services.

Based on the clarity of their submittal, their knowledge of our water system, and prior experience completing the VA for other communities, Public Works staff determined Finkberner, Pettis & Strout to be the preferred respondent. Water Superintendent, Bill Wossilek, City Engineer, Keith Johnson and I interviewed the FPS proposed Project Engineer Tom Powell and Project Manager David Frank on November 6th. On the strength of their Statement of Qualifications and the interview, Public Works staff requested the attached proposal from FPS to provide the services

FPS has provided a choice of two tracks to complete the VA both of which meet the requirements of the USEPA. There are advantages and disadvantages to both. The first of these is the "Self-Assessment Checklist". In this option, FPS would guide municipal staff, primarily water division employees, through a self-assessment process. The primary advantage is cost (\$5,000). The disadvantages include lack of detail and minimal co-ordination with safety services. In the "Full" range of services, FPS would lead the City through the VA process using a methodology developed at the Sandia National Laboratory. This is anticipated to be a more co-ordinated and comprehensive effort. As a result, Public Works staff recommends pursuing the "full" VA. The cost of is \$14,700.

In either scenario, the cost of the EOP is anticipated to be \$12,000. The EOP will be written based on the Water Division's existing Contingency and Risk Management plans. It will be updated to comply with USEPA guidance documents. One copy of the VA is required to be submitted to the USEPA no later than June 30, 2004. A certificate that the EOP has been completed is required to be submitted no later than December 31, 2004. FPS has assured us that it can meet the required timetable. I would note that these documents are exempt from Public Records law due to their highly sensitive nature.

Public Works staff recommends that the City contract with FPS to assist staff with the preparation of the "full" Vulnerability Assessment and Emergency Operating Plan as described in the attached proposal. Finkbeiner, Peltis & Strout was recently purchased by ARCADIS. The ordinance should be worded to authorize entering into an Agreement for Services with ARCADIS FPS of Akron, OH to provide the described services at a not to exceed cost of \$26,700. \$40,000 was budgeted in the 2003 capital budget in the Water Reserve Fund for the preparation of the Vulnerability Assessment/Emergency Operating Plan.

If there are any questions, please let me know.

CC: Mike Moorman, Chief of Police
Dennis Kirin, Fire Chief
Bill Wossilek, Water Superintendent
Keith Johnson, City Engineer

AGREEMENT FOR ENGINEERING SERVICES

THIS IS AN AGREEMENT, made and entered into this 2ND day of January, 2004, by and between the **CITY OF OBERLIN, OHIO**, hereinafter called the "OWNER", and **FINKBEINER, PETTIS & STROUT, INC.**, Consulting Engineers, of Akron, Ohio. their successors or assigns, hereinafter called the "ENGINEER".

WITNESSETH THAT.

Under the authority of 03-109 AC CMS, passed December 15, 2003, the OWNER agrees to employ the ENGINEER to furnish engineering services in connection with preparation of a Water Treatment System Vulnerability Assessment and Emergency Operating Plan.

The OWNER and the ENGINEER in consideration of their mutual covenants herein agree in respect of the performance of professional engineering services by the ENGINEER and the payment for those services by the OWNER as set forth below.

The ENGINEER shall serve as the OWNER's professional engineering representative and give professional engineering consultation and advice to the OWNER during the performance of services hereunder

SECTION 1 - BASIC SERVICES OF THE ENGINEER

After execution of this Agreement by the OWNER, the ENGINEER shall:

1.1. Prepare a Vulnerability Assessment (Full) and an Emergency Operating Plan in accordance with ENGINEER's November 14, 2003 letter proposal attached hereto as Exhibit A.

SECTION 2 - ADDITIONAL SERVICES

2.1. If authorized in writing by the OWNER, the ENGINEER will provide Additional Services related to the Assignment or furnish general consultation services as may be requested from time to time by the OWNER.

2.2. In addition to the services which the ENGINEER agrees to furnish the OWNER under Section 1, the ENGINEER may also furnish Design, Bidding and Construction Phase services for specific projects. All of such services, however, will be furnished by the ENGINEER only after execution of a separate Agreement with the OWNER.

SECTION 3 - OWNER'S RESPONSIBILITIES

The OWNER will:

3.1. Assist ENGINEER by placing at ENGINEER's disposal all available information pertinent to the ENGINEER's services, including previous reports and any other data relative to the services to be performed which reports and data the ENGINEER may rely on in the performance of his services.

3.2. Provide all criteria and full information as to OWNER's requirements for the ENGINEER's services, including objectives and constraints, and any budgetary limitations; and furnish copies of all standards which OWNER will require.

3.3. Arrange for access to and make all provisions for the ENGINEER to enter upon public and private property as required for ENGINEER to perform services under this Agreement.

3.4. Examine all alternate solutions, studies, reports, sketches, Drawings, Specifications, proposals and other documents presented by ENGINEER (including obtaining advice of an attorney, insurance counselor and other consultants as OWNER deems appropriate with respect to such examination) and render in writing decisions pertaining thereto.

SECTION 4 – PAYMENTS TO THE ENGINEER

4.1 For the services to be performed by the ENGINEER under Section 1, the OWNER agrees to pay the ENGINEER a cost-reimbursement multiplier fee based on Payroll Costs involved in performing the services, and as defined in Paragraph 4.3., plus 120% thereof, plus Reimbursable Expenses as defined in Paragraph 4.4 up to a maximum fee of \$14,700 for the Vulnerability Assessment (Full) and up to \$12,000 for an Emergency Operating Plan.

4.2. For additional services authorized by the OWNER under Section 2, the OWNER agrees to pay the ENGINEER a cost-reimbursement multiplier fee based on Payroll Costs involved in performing the services, and as defined in Paragraph 4.3 , plus 120% thereof, plus Reimbursable Expenses as defined in Paragraph 4.4.

4.3. Payroll Costs mean salaries and wages paid to the ENGINEER's personnel engaged directly in performing the services plus the current cost of customary and statutory benefits.

4.4. Reimbursable Expenses mean the actual expenses incurred directly in connection with any phase of the Project including, but not limited to: subcontract cost and expenses (plus 10% of the total), transportation; meal expense; lodging; rental of equipment; photo expense; parcel delivery and postage, miscellaneous supplies and reproduction of reports, Drawings, Specifications and similar Project related items.

4.5 Invoices for ENGINEER's Services and Reimbursable Expenses will be prepared in accordance with ENGINEER's standard invoicing practices and will be submitted to OWNER by ENGINEER monthly. Invoices are due and payable on receipt.

4.6 If OWNER fails to make any payment due ENGINEER for services and expenses within thirty days after receipt of ENGINEER's invoice therefore, the amounts due ENGINEER will be increased at the rate of 1.5% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day.

4.7. In the event OWNER issues a Purchase Order or other instrument related to the ENGINEER's services, it is understood and agreed that such document is for OWNER's internal accounting purposes only and shall in no way modify, add to, or delete any of the terms and conditions of this Agreement.

SECTION 5 – PERIOD OF SERVICE

5.1 ENGINEER's Services for a report under this Agreement will be considered completed at the earlier of (1) the date when the Report is accepted by OWNER or (2) thirty days after the date when the Report is submitted for final acceptance, plus in each case, if applicable, such additional time as may be considered reasonable for obtaining approval of governmental authorities having jurisdiction to approve the Report.

SECTION 6 – GENERAL CONSIDERATIONS

6.1. **Standard of Care.** The standard of care for all professional engineering and related services performed or furnished by ENGINEER under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under similar circumstances at the same time and in the same locality.

6.2. **Opinions of Probable Cost.** ENGINEER's opinions of probable Construction Cost provided for herein are to be made on the basis of ENGINEER's experience and qualifications and represent

ENGINEER's best judgement as an experienced and qualified professional generally familiar with the industry.

6.3. Reuse of Documents.

~~6.3.1. All Documents are instruments of service in respect to this Project, and ENGINEER shall retain an ownership and property interest therein (including the right of reuse at the discretion of ENGINEER) whether or not the Project is completed.~~ 12/24/03 838 *CHS 1-12-04*

6.3.2. Copies of Documents that may be relied upon by OWNER are limited to the printed copies (also known as hard copies) that are signed or sealed by the ENGINEER. Files in electronic media format of text, data, graphics, or of other types that are furnished by ENGINEER to OWNER are only for convenience of OWNER. Any conclusion or information obtained or derived from such electronic media files will be at the user's sole risk.

6.3.3. When transferring documents in electronic media format, ENGINEER makes no representation as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by ENGINEER at the beginning of this Project.

6.3.4. OWNER may make and retain copies of Documents for information and reference in connection with use on the Project by OWNER. Such documents are not intended or represented to be suitable for reuse by OWNER or others on extensions of the Project or on any other project. Any such reuse or modification without written verification or adaptation by ENGINEER, as appropriate for the specific purpose intended, will be at OWNER's sole risk and without the liability or legal exposure to ENGINEER or to ENGINEER's Consultants. OWNER shall indemnify and hold harmless ENGINEER and ENGINEER's Consultants from all claims, damages, losses, and expenses, including attorneys' fees arising out of or resulting therefrom.

6.3.5. Any verification or adaptation of the Documents for extensions of the Project or for any other project will entitle ENGINEER to further compensation at rates to be agreed upon by OWNER and ENGINEER.

6.4. Owner's Representative. The City Manager, or his designated representative shall act as the OWNER's representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority, to the extent permissible by law and by OWNER's procedures, to transmit instructions, receive information, interpret and define the OWNER's policies and decisions with respect to the ENGINEER's services under this Agreement.

6.5. Hazardous Environmental Condition.

6.5.1. OWNER represents to Engineer that to the best of its knowledge a Hazardous Environmental Condition does not exist.

6.5.2. If a Hazardous Environmental Condition is encountered or alleged, ENGINEER shall have the obligation to notify OWNER and, to the extent of applicable Laws and Regulations, appropriate governmental officials.

6.5.3. It is acknowledged by both parties that ENGINEER's scope of services does not include any services related to a Hazardous Environmental Condition. In the event ENGINEER or any other party encounters a Hazardous Environmental Condition, ENGINEER may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until OWNER: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the Site is in full compliance with applicable Laws and Regulations.

6.6. **Dispute Resolution.** OWNER and ENGINEER agree to negotiate all disputes between them in good faith for a period of thirty days from the date of notice. If they are unable to resolve their differences the OWNER and ENGINEER agree that all disputes between them arising out of or relating to this Agreement shall be submitted to nonbinding mediation (prior to exercising their rights under other provisions of this Agreement, or under law).

6.7. **Allocation of Risks - Indemnification.**

6.7.1. To the fullest extent permitted by law, ENGINEER shall indemnify and hold harmless OWNER, OWNER's officers, directors, partners, and employees from and against any and all costs, losses and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of ENGINEER or ENGINEER's officers, directors, shareholders, employees and ENGINEER's Consultants in the performance and furnishing of ENGINEER's services under this Agreement.

6.7.2 To the fullest extent permitted by law, OWNER shall indemnify and hold harmless ENGINEER, ENGINEER's officers, directors, shareholders, employees and agents and ENGINEER's Consultants from and against any and all claims, costs, losses and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs) caused solely by the negligent acts and omissions of OWNER or OWNER's officers, directors, partners, employees, and OWNER's consultants with respect to this Agreement or the Project.

6.7.3. **Limitation of ENGINEER's Liability.**

6.7.3.1. To the fullest extent permitted by law, ENGINEER's total liability to OWNER and anyone claiming by, through, or under OWNER for any cost, loss, or damages caused in part by the negligence of ENGINEER and in part by the negligence of OWNER or any other negligent entity or individual, shall not exceed the percentage share that ENGINEER's negligence bears to the total negligence of OWNER, ENGINEER and all other negligent entities and individuals.

6.7.3.2. **ENGINEER's Liability Limited** Notwithstanding any other provision of this Agreement and to the fullest extent permitted by law, the total liability, in the aggregate, of ENGINEER and ENGINEER's officers, directors, shareholders, employees, agents, and ENGINEER's Consultants, and any of them, to OWNER and anyone claiming by, through, or under OWNER for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract, or warranty express or implied, of ENGINEER or ENGINEER's officers, directors, shareholders, employees, agents, or ENGINEER's Consultants, or any of them (hereafter "OWNER's Claims"), shall not exceed the total compensation paid by the OWNER for the Project to the ENGINEER.

6.8. **Successors and Assigns.**

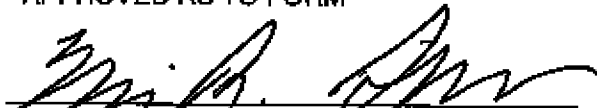
6.8.1. Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than the OWNER and the ENGINEER, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the OWNER and the ENGINEER and not for the benefit of any other party.

6.8.2. Any notice required under this Agreement will be in writing, addressed to the appropriate party and given personally, by registered or certified mail, return receipt requested, by facsimile, or by a nationally recognized overnight courier service. All notices shall be effective upon the date of receipt.

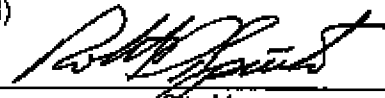
6.9. **Termination** The obligation to provide further services under this Agreement may be terminated by either party upon 30 days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

APPROVED AS TO FORM


City Solicitor

CITY OF OBERLIN, OHIO
(OWNER)

By 
City Manager

CERTIFICATION OF AVAILABILITY
OF FUNDS

I hereby certify that the \$26,700 required for this contract has been lawfully appropriated and is in the treasury or is in the process of collection to the credit of the appropriate fund, free from prior encumbrance.


City Auditor

FINKBEINER, PETTIS & STROUT, INC
(ENGINEER)

By 
PRESIDENT

1/6/04
Date

FINKBEINER, PETTIS & STROUT, INC.

CONSULTING ENGINEERS
SINCE 1900
SUITE 2400
120 SOUTH MAIN STREET
AKRON, OHIO 44311-1010
335-434-1999
800-434-0817
330-374-1025 FAX

November 14, 2003

Mr. Jeff Baumann
Director of Public Works
City of Oberlin
85 South Main Street
Oberlin, Ohio 44074

Re: Oberlin, Ohio
Vulnerability Assessment and
Emergency Operating Plan
PROPOSAL



Dear Mr. Baumann:

Finkbeiner, Pettis & Strout, Inc. (FPS) is pleased to submit our proposal to provide engineering services for a Vulnerability Assessment and Emergency Operating Plan for the City's water system. The proposal is based on our Statement of Qualifications submitted on September 11, 2003 and our meeting with you on November 6, 2003. We firmly believe that FPS is well qualified to perform this work.

As we discussed in our meeting on November 6, 2003, the City wants the option to perform the Vulnerability Assessment in one of two methods. The first method is to prepare the full Vulnerability Assessment for which we provided a scope in our Technical Approach of our Statement of Qualifications dated September 11, 2003. The second method is for the City to prepare the Vulnerability Assessment using the checklist document developed by the Association of State Drinking Water Administrators and the National Rural Water Association for water systems serving between 3,300 and 10,000 people. The City also wants FPS to prepare the Emergency Operating Plan required by USEPA.

To allow the City the option for the Vulnerability Assessment preparation, the Scope of Services for the full Vulnerability Assessment and the Vulnerability Self-Assessment checklist will be shown below. The Scope of Services for the Emergency Operating Plan is included. A fee table and schedule are also included in the proposal.

Scope of Services

Vulnerability Assessment Self-Assessment Checklist

For water systems between 3,300 and 10,000, the USEPA has approved a document titled *Security Vulnerability Self-Assessment Guide for Small Drinking Water Systems Service Populations Between 3,300 and 10,000*. Although much less detailed than the full Vulnerability Assessment, this document will allow the City to meet the requirements of the law at a lower cost.

FPS would be pleased to assist the City in preparation of the self-assessment documents. Our proposed Scope of Services for this project includes the following:

1. Conduct a meeting with the City to review the scope of the project, to review the self-assessment document, and to discuss the confidentiality of the self-assessment document and information shared during the project.
2. Assist the City in completing the self-assessment document by providing technical consultation and guidance where necessary.
3. Attend a maximum of two additional meetings with City personnel for the completion of the documents, including the Certification form that must be submitted to USEPA with the Vulnerability Assessment.

Vulnerability Assessment - Full

The Engineer will provide the services as outlined below:

1. Schedule and conduct a Project Initiation Meeting with the City to review the scope of the project, identify the participants (select the local Vulnerability Assessment task force) and dates for project meetings and workshops, discuss procedures for sharing of information during this study and the confidentiality of such data, and discuss overall philosophies of security and response. Share new up-to-date security information with key project participants. Participate in a general walk-through of the water system facilities for general orientation.
2. Organize and conduct a Vulnerability Assessment (VA) Strategy Workshop with a "team" of City personnel who are responsible for the operation and security of the water system. The VA Strategy Workshop will be designed to obtain the City's concurrence on the following items, for purposes of the VA, from a high-level perspective: (a) define the critical missions and objectives of the water utility to be maintained during a threat or malevolent act; (b) identify and prioritize the major water system facilities; (c) identify the types of threats or malevolent acts that may occur; and (d) determine the likelihood of different threats being able to disrupt the missions and objectives.
3. Organize and conduct a Facility Prioritization Workshop with the City. A process diagram of the water system will be developed in advance of this meeting based on information acquired from the City. This workshop will identify the assets of the water system and their purposes. A Fault Tree will be developed to determine and prioritize the critical assets that need to be protected in order to withstand threats to the critical missions. Identify a relative value of the consequences of losses to water system assets due to malevolent acts or events, using information collected in the site investigation. Determine the consequence values for undesired events to the critical assets.
4. Perform site investigations to examine critical assets and their capabilities and limitations in more detail and to collect data regarding the existing security systems to protect the critical assets. Security system conditions to be identified in the site investigation will be detection, delay measures, and definition of the water system's response capabilities. A checklist will be used as a guide to the types of information required to be collected during the

site investigations. Within the course of these investigations, procedures and work practices of the City may be identified that fall short of accepted best practices in the water utility industry. If such practices and procedures are encountered, but they are not critical functions to the V.A., the Engineer will note these observations for future reference by the water department. Such practices may be evaluated further as an additional service if mutually agreed in an amendment to this contract between the City and Engineer.

5. Organize and conduct a Scenario Exercise workshop with the City's team. Adversary Diagrams will be developed to determine the paths to the critical assets at the major water system facilities. Adversary Scenarios will be developed that represent the worst-case scenarios for threats to the critical assets. The existing security systems and procedures will be evaluated to determine if they have a high, medium or low effectiveness to protect the critical assets against the worst-case scenario threats. The scenario exercise will use a "performance-based" approach. A quantitative probability of the occurrence of a malicious act will also be assessed. Develop recommended improvements to existing security systems to increase the effectiveness of the systems to protect the critical assets.
6. Conduct a risk assessment for the worst-case threats to determine a calculated risk value for each threat and critical asset. This analysis will prioritize risks based on the likelihood of attack, potential for a successful attack, and the adverse consequences to the utility of a successful attack. The results will be based on only the existing security systems.
7. Develop a prioritized plan for security improvements, and policy and operational procedure changes, based upon the ranking of results from the risk-based analysis that will reduce the risk of the critical assets to a level acceptable to the City.
8. Prepare a confidential report to the City summarizing the results of the vulnerability assessment. The report may utilize a combination of outline format, bullet format, worksheet tables, and short narrative statements to provide information to the City in a succinct format. The report will be reviewed with City-selected staff and revised as mutually agreed between the City and Engineer to address comments or questions from the City. Provide a maximum of four copies of the Vulnerability Assessment report to the City for their files and for submittal to USEPA.
9. Assist the City in preparing the Certification form that must be submitted to USEPA with one copy of the Vulnerability Assessment.

Emergency Operating Plan

The following tasks will be performed to prepare an updated and comprehensive Emergency Operating Plan (EOP) for the City's water system.

1. Review the City's existing Emergency Water Contingency Plan, and Risk Management Plan. It is anticipated that the Contingency Plan will be revised and updated to comply with USEPA's "Guidance for Water Utility Response, Recovery and Remediation Actions for Man-made or Technological Emergencies"

- a. Revise the Plan to show who will be responsible from the beginning of an emergency for decision-making, logistics, operating, incident response control and finance
 - b. Update the City contact list to include the City's Local Emergency Planning Committee (LEPC), law enforcement, local and state health and environmental authorities, critical care facilities, local FBI field office, and national response center (refer to page 3 of the guidance document).
2. Develop a section for sampling during emergencies. This would include emergency sampling for operating and sampling for criminal acts
3. Develop an appendix to include response, recovery and remediation sheets from the guidance document.
4. Compile all new and updated sections into a comprehensive Emergency Operating Plan (EOP), which will include the existing Water Emergency Contingency Plan
5. Submit one copy of the draft EOP to the City for review. Meet with the City to discuss their preliminary comments.
6. Upon receipt of written comments and/or markups, revise the EOP as needed. Make final revisions and provide the City with up to five copies of the EOP for their files.
7. Assist the City in preparing the Certification form that must be submitted to USEPA. The Certification form is the only item submitted to USEPA; the EOP is not submitted to USEPA

City Responsibilities

The City will provide the following assistance to the Engineer in the performance of services under this contract:

1. Reasonable access to its water facilities to the extent necessary to observe and collect site-specific data for the VA and EOP
2. Meeting space for the Workshops scheduled and coordinated by the Engineer.
3. Designate responsible officials within the City's Water Department who have knowledge of the City's policies, procedures, practices, and physical and cyber facilities that the Engineer reasonably requires to complete the services under this contract. The City will make these officials reasonably available to the Engineer.
4. Provide existing documents, maps, emergency operating plans and procedures, related written policies and procedures, and design information to the Engineer, to the extent reasonably available.
5. Actively participate in the Workshops defined and provide general assistance and advice as required by the Engineer. The City will coordinate the attendance of emergency management stakeholders from the local community when needed. The City will schedule Workshops needed for the Engineer to meet the contract schedule, unless the City agrees to amend and extend the contract schedule accordingly

Fee

The services provided will be invoiced on a cost reimbursement multiplier basis. The total contract shall include the cost for one of the methods for the Vulnerability Assessment and the cost for the Emergency Operating Plan. The total contract shall not be exceeded without written approval from the City.

Vulnerability Assessment (Self-Assessment):	\$5,000
Vulnerability Assessment (Full):	\$14,700
Emergency Operating Plan	\$12,000

Schedule

The Engineer's services will be performed such that the Vulnerability Assessment report will be submitted to USEPA by May 31, 2004. The Emergency Operating Plan will be certified to USEPA before November 30, 2004.

We appreciate the opportunity to submit our proposal to the City. If it is the City's intent to have our firm perform the services proposed herein, we will develop an Agreement for Engineering Services to cover this work, based on the method chosen by the City for the Vulnerability Assessment. If you have any questions, please do not hesitate to call. FPS looks forward to working with the City on this important and vital project.

Sincerely,



David A. Frank P.E.
Project Manager

DAF/lmd