

**PROFESSIONAL SERVICES AGREEMENT  
FOR  
CITY OF PFLUGERVILLE WATER TREATMENT PLANT  
OWNER’S REPRESENTATIVE SERVICES**

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 Garver, LLC (“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 Unless sooner terminated in accordance with the provisions of this Agreement, the term of this Agreement shall commence on March 10, 2020 and terminate on July 1, 2020.

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: Scope of Services*, which are 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 Ninety Nine Thousand, Eight Hundred and Twenty (\$199,820) Dollars and Zero Cents as total compensation, to be paid to Consultant as further detailed in *Attachment B, Estimated Fee*.

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 XI. 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: Garver, LLC  
Attn: Ian Toohey, P.E.  
Project Manager  
3755 S. Capital of Texas Highway  
Suite 325  
Austin, TX 78704

## 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 “*Pflugerville WTP Owner’s Representative*” 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, with the exception of Professional Liability insurance coverage, which may be on a claims 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:

### **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 Premises/Operations	General 1,000,000 per occurrence, 2,000,000 general aggregate coverage for: 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 & Poor's
Personal Injury		
Contractual Liability		
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 claims basis	

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 third party tort 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, and that arise under performance of services pursuant to this Agreement. Such acts may include personal or bodily injury, death and property damage, made upon the CITY directly 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 third party tort claims, liens, proceedings, actions or causes of action, arising from negligence that occurs during the performance of services under this Agreement, 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 does not intend to use subcontractors in the performance of this Agreement. The addition of any subcontractors 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.

## **XXVI. LIMITATION OF LIABILITY AND WAIVER OF CONSEQUENTIAL DAMAGES**

**26.1 Limitation of Liability.** TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL LIABILITY OF ENGINEER AND ITS SUB-CONSULTANTS AND SUBCONTRACTORS TO CLIENT FOR ANY AND ALL INJURIES, CLAIMS, LOSSES, EXPENSES, OR DAMAGES WHATSOEVER FROM ANY CAUSE OR CAUSES, INCLUDING, BUT NOT LIMITED TO, STRICT LIABILITY, BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, OR ERRORS OR OMISSIONS (COLLECTIVELY "CLAIMS") SHALL NOT EXCEED THE LIMIT OF INSURANCE COVERAGE UNDER ENGINEER'S APPLICABLE INSURANCE POLICY AVAILABLE FOR RESOLUTION OF ANY CLAIMS UNDER THE TERMS AND CONDITIONS OF THE APPLICABLE INSURANCE POLICIES, EXCEPT THAT LIABILITY FOR ANY CLAIM NOT COVERED BY ANY OF ENGINEER'S INSURANCE POLICIES SHALL BE LIMITED TO \$500,000.00. ENGINEER AGREES TO PROVIDE PROOF OF CURRENT INSURANCE COVERAGE FOR SERVICES RENDERED UNDER THIS AGREEMENT CONCURRENT WITH THE SIGNING OF THIS AGREEMENT. IN NO EVENT WILL ENGINEER, ITS SUB-CONSULTANTS OR SUBCONTRACTORS BE LIABLE FOR PUNITIVE, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES.

**26.2 Waiver of Consequential Damages.** NOTWITHSTANDING ANYTHING IN THE AGREEMENT TO THE CONTRARY, NEITHER PARTY (INCLUDING ITS SUBCONSULTANTS, AGENTS, ASSIGNEES, AFFILIATES AND VENDORS) SHALL BE LIABLE TO THE OTHER FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, EXEMPLARY OR INCIDENTAL DAMAGES OF ANY KIND REGARDLESS OF THE CAUSE OR ACTION (INCLUDING NEGLIGENCE OF ANY KIND OR CHARACTER INCLUDING GROSS NEGLIGENCE).

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

**CITY OF  
PFLUGERVILLE**

**GARVER, LLC**

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

Printed Name: Sereniah Breland

Title: City Manager

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

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

Printed Name: Jeff Sober, P.E.

Title: Vice President

Date: February 25th, 2020

APPROVED AS TO FORM:

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

## **CITY OF PFLUGERVILLE**

### **WATER TREATMENT PLANT OWNER'S REPRESENTATIVE**

#### **ATTACHMENT A – SCOPE OF SERVICES**

##### **Background**

The City of Pflugerville's (Owner) Capital Improvement Program (CIP) has identified the need for expanding the Water Treatment Plant (WTP) along with additional water distribution projects to serve development in the Owner's Water Certificate of Convenience and Necessity (CCN) service area. The WTP is located on City-owned property at the intersection of East Pflugerville Parkway and Weiss Lane.

The WTP is currently rated at 17.3 MGD. According to the 2019 Water Master Plan produced by others, demand growth in the Central Zone and establishing a 960' pressure plane will require expansion of the WTP to 30 MGD by 2022. This includes the expansion of the Lake Pump Station (Raw Water PS) and the High Service PS to achieve 30 MGD. In addition to these projects, the City plans to develop a new 800' pressure plane to serve those customers within the CCN currently being served by Manville Water Supply Corporation (WSC); this will include an 800' Pressure Zone Pump Station to be constructed on the WTP site by 2024.

The Owner has retained Garver to provide Owner's Representative (OR) services as the Owner's agent and liaison between the Design Consultants, Construction Contractors, Texas Commission on Environmental Quality (TCEQ), Texas Water Development Board (TWDB), and other stakeholders for the project. The tasks defined in this Scope of Services are intended to provide an adequate level of detail for the Projects as they are defined at this early stage, and to provide some level of flexibility for Garver to perform tasks at the direction of the Owner without the schedule impact of additional contract amendments resulting from minor changes to the scope.

Garver's role as OR will be to assist the Owner in the overall implementation of these Water CIP projects. These services will begin with an initial planning phase, in which Garver will engage with City Engineering and Operations staff to assess the suitability of the current WTP treatment process technology, and perform a comparative analysis to determine the best path forward for the current plant and future expansions.

##### **WTP Evaluation and Treatment Technology Assessment**

The primary tasks of this Agreement include:

1. Project Management and Coordination
2. Raw Water Characterization
3. WTP Site Visit and Staff Interviews
4. Conceptual Process Feasibility Study
5. Process Alternatives Workshop
6. Water Supply Alternatives Assessment
7. Presentation to Council

This scope of services is intended to consist of a project planning phase and does not include the development of an RFQ or the selection of a design consultant. It is anticipated that, upon gaining consensus with City Staff, Management and Council on the best water treatment technology to utilize for future expansions, Garver and the Owner will formulate a supplemental agreement to cover consultant procurement, design and construction phase services for the implementation of the same. Additional details of the primary tasks and major subtasks for this Scope of Services are presented below.

## **1. Project Management and Coordination**

- 1.1 *Routine Project Meetings* - In its supporting role as OR, Garver will prepare for and attend routine project coordination meetings with the Owner and other project stakeholders, to provide updates, receive feedback, and discuss progress. Meetings will be facilitated in person or via Web-based meeting tools (Microsoft Teams, Skype, etc.) at the discretion of the Owner. [Assumption: 1.5 persons at 2 meetings/month for four months]
- 1.2 *Data Collection* - Garver will formulate a data request and submit to the City, to gather information on the WTP, including, but not limited to, plant records, operational data, as-built information, equipment specifications, and operations and maintenance manuals. This data request will be coordinated with the Utility Operations Superintendent and their staff at the WTP.

*Task 1 Deliverables: Data Request, Meeting Minutes.*

## **2. Raw Water Characterization**

- 2.1 *Water Quality Analysis* - Garver will review available data and consult with the Owner's staff to characterize the current raw water quality and its impact on the treatment process. Characterization of the raw supply will be utilized to identify potential contaminants (e.g. hydrilla, mussel shells) that may be having an adverse impact on the current WTP performance and to identify potential mitigation strategies for identified items of concern.
- 2.2 *Regulatory Analysis* - Garver will also document current and future finished water quality regulatory requirements (which may be driven by SDWA, TCEQ, and/or the Owner) to assist with identifying potential technology/process improvements needed to meet the finished water goals.

*Task 2 Deliverables: A summary of findings from Task 2 will be included in the final PER as described in Task 4.2.*

## **3. WTP Site Visit and Staff Interviews**

- 3.1 *WTP Site Visit* - Garver will coordinate with City staff to conduct a site visit to the WTP, which will consist of a select group of Garver water treatment and membrane technologists as well as other discipline leaders, to review the plant processes, equipment and layout, and gather data in addition to that received in Task 1.2. During this site visit, Garver will interview City operations personnel to determine the major issues at the WTP, and to develop a comprehensive list of concerns, priorities and preferences of City staff to be considered in future planning and analysis.
- 3.2 *Conceptual Alternatives Analysis* - Once the data collection, site visit and staff discussions are complete, Garver will thoroughly review and analyze all available information and determine a set of up to three (3) feasible technology and process alternatives that would present solutions to resolve the issues identified at the WTP. Solutions considered at this stage will include modifications to the existing process as well as other, larger-scale process or technology changes. The three (3) conceptual alternatives will be reviewed and confirmed with City Staff via remote meeting/conference call prior to proceeding to more in-depth analysis.

*Task 3 Deliverables: Site Visit Meeting Notes, Presentation of Alternatives to Staff.*

## **4. Conceptual Process Feasibility Study**

- 4.1 *Feasibility Study* - Garver will perform an in-depth feasibility study of the three (3) conceptual WTP process improvements agreed upon with City Staff in Task 3.2. This study will determine footprint requirements, establish basic design criteria, develop budgetary cost estimates, and develop conceptual exhibits of the proposed improvements, with the objective of communicating the intent of the proposed WTP technology process improvements to the future Design



Consultant. It is not anticipated that the product of this study will be utilized for construction purposes; rather, as a guideline for future design efforts.

- 4.2 *Preliminary Engineering Report* - Garver will prepare a Draft Preliminary Engineering Report (PER) summarizing Tasks 2 through 4, in order to provide justifications for each of the process improvements recommended for the WTP. The Draft PER will be accompanied by conceptual exhibits and process facility layouts. A budgetary opinion of probable costs for the proposed process improvements will also be included in the report.

*Task 4 Deliverables: Draft Preliminary Engineering Report.*

## **5. Process Alternatives Workshop**

- 5.1 *Staff Workshop* - Upon completion of Task 4, Garver will conduct a workshop to present the results to City Engineering and Operations staff at the WTP. High-level cost estimates of the proposed improvements along with an analysis of the advantages and disadvantages of each solution will be discussed in detail with the workshop attendees. Through the discussions at the workshop a consensus will be reached among the workshop attendees on the recommended improvements to be implemented at the WTP.
- 5.2 *Final PER* – Based on final discussions at the Staff Workshop in Task 5.1, the Draft PER will be updated and finalized, and submitted to the City.

*Task 5 Deliverables: Workshop Agenda, Workshop Presentation, Workshop Meeting Minutes, Decision Log, and Final Preliminary Engineering Report.*

## **6. Water Supply Alternatives Assessment**

- 6.1 *Water Rights Gap Analysis* – Garver will review demand forecasts for the City of Pflugerville from two (2) sources: the final version of the recent Water/Wastewater Master Plan and the most recent update to the TWDB Region K Regional Water Plan. Garver will confirm the water rights owned by the City of Pflugerville by pulling information from Region K, the TCEQ Water Rights Database, and by confirming with City Staff. This information will be used to confirm water supply gap forecasts presented in the Water Master Plan.
- 6.2 *Water Rights Availability* - Garver will review the information available from Region K Plan, as well as TCEQ Water Rights Database, to research available raw water rights for acquisition from LCRA and the Edwards Aquifer Balcones Fault Zone (BFZ). Garver will also assess, at a conceptual level, two (2) feasible alternatives for wholesale finished water purchase from neighboring utilities (e.g. the Cities of Austin and Round Rock).
- 6.3 *Water Supply Alternatives Technical Memorandum* – Garver will develop a technical memorandum (TM) providing up to five (5) conceptual water supply alternatives, including a conceptual summary of capital improvements required in each alternative, to meet the projected water supply gap determined in Task 6.1. Note that this TM will not include detailed cost estimates, due to the uncertain nature of the economies of regional water rights acquisitions; rather, it will include qualitative cost indicators that can be used for comparison. This TM will be submitted for City Staff review and discussion.

*Task 6 Deliverable: Water Supply Alternatives Technical Memorandum.*

## **7. Presentation to Council**

- 7.1 *Preparation of Materials* – Garver will work with City Staff to prepare a PowerPoint presentation to City Council regarding the outcome of the decision-making process and recommended WTP

Improvements identified in Task 5. This Task includes coordination with Staff regarding the content and layout of the material to be presented, and the coordination of draft and final versions of the presentation.

- 7.2 *Council Meeting Presentation* – Garver will co-present with City Staff at a City Council Work Session meeting, with the intent of orienting the Council Members to the decision-making process and recommended path forward for the WTP Expansion Projects, as determined in Task 5.

*Task 7 Deliverables: Council Work Session Presentation.*

## **8. Additional Services**

There may be additional services not identified under this Agreement but may be mutually deemed advisable and in the best interest of the Project by the Owner and the OR. These services, as authorized in writing by the Owner, will be considered Extra Work, and will be described in a supplemental agreement. The following are examples of items that would be considered Extra Work:

- A. Submittals or deliverables in addition to those listed herein.
- B. Any survey, geotechnical, SUE, or environmental investigations.
- C. Design of any kind, including treatment facilities, conveyance, or storage.
- D. Preparation of a Storm Water Pollution Prevention Plan (SWPPP).
- E. The performance of Owner's Representative Services for identified Capital Improvements Projects outside of the WTP site.
- F. Coordination with FEMA and preparation/submittal of a CLOMR and/or LOMR.
- G. Property acquisition or real estate services.
- H. Development of a Request for Qualifications or procurement of a design consultant.
- I. Design, construction or warranty phase services to be considered in future phases of this Agreement.

Extra Work will be as directed by the Owner in writing for an additional fee as agreed upon by the Owner and Garver.

## **9. Owner's Responsibilities**

In connection with the project, the Owner's responsibilities shall include, but not be limited to, the following:

- 1. Giving thorough consideration to all documents presented by Garver and informing Garver of all decisions within a reasonable time so as not to delay the work of Garver.
- 2. Making provision for the employees of Garver to enter public and private lands as required for Garver to perform necessary preliminary surveys and other investigations.
- 3. Obtaining the necessary lands, easements and right-of-way for the construction of the work. All costs associated with securing the necessary land interests, including property acquisition and/or easement document preparation, surveys, appraisals, and abstract work, shall be borne by the Owner outside of this contract, except as otherwise described in this Scope of Services.
- 4. Furnishing Garver such plans and records of construction and operation of existing facilities, available aerial photography, reports, surveys, or copies of the same, related to or bearing on the proposed work as may be in the possession of the Owner. Such documents or data will be returned upon completion of the work or at the request of the Owner.
- 5. Furnishing Garver a current boundary survey with easements of record plotted for the project property.
- 6. Paying all plan review and advertising costs in connection with the project.

7. Providing legal, accounting, and insurance counseling services necessary for the project and such auditing services as the Owner may require.
8. Furnishing permits, permit fees, and approvals from all governmental authorities having jurisdiction over the project and others as may be necessary for completion of the project.
9. Giving prompt written notice to Garver whenever the Owner observes or otherwise becomes aware of any change in the projects or other events which may substantially alter Garver's performance under this Agreement.

**10. Payment**

For work described in this Scope of Services, the Owner agrees to pay Garver on a lump sum basis in the amount of **\$199,820**. Payment invoices will be submitted to the Owner on a monthly basis, accompanied by a detailed progress report and task summary for the billing period, and payment will be made on a percent-complete basis per major task item. For informational purposes, a breakdown of Garver's estimated costs is included in Appendix B with approximate current hourly rates for each employee classification. Use of Contract Staff (classified at Garver's discretion), other than what is detailed in Appendix B, will be discussed with Owner and require Owner approval before retaining services, which may result in a change in contract.

Travel expenses for personnel assigned to the project, and agreed upon by the City per this Agreement, **that are directly attributable to performance of our professional services**, will be billed as follows:

1. Direct cost for airline tickets, hotels, food expenses and vehicle rentals;
2. Current mileage reimbursement rates for personal vehicles as published by the Internal Revenue Service (currently \$0.575/mi for 2020).

Additional Services (Extra Work) will be discussed with the Owner and Garver will receive prior approval before retaining services, which may result in a supplemental agreement. The rates shown in Appendix B will be increased annually with the first increase effective on or about July 1, 2021.

**11. Schedule**

Garver shall begin work under this Agreement within ten (10) days of a Notice to Proceed and shall complete the work in accordance with the schedule below:

WTP Owner's Representative: Task Schedule	Estimated Start	Estimated Completion	2020			
			MAR	APR	MAY	JUN
1. Project Management and Coordination	Mar 20	Jun 20				
2. Raw Water Characterization	Mar 20	Mar 20				
3. WTP Site Visit and Staff Interviews	Mar 20	Mar 20				
4. Conceptual Process Feasibility Study	Mar 20	May 20				
5. Process Alternatives Workshop	May 20	May 20				
6. Water Supply Alternatives Assessment	Mar 20	Apr 20				
7. Presentation to Council	Jun 20	Jun 20				

**APPENDIX B**

**CITY OF PFLUGERVILLE  
WTP OWNER'S REPRESENTATIVE SERVICES**

**WTP Evaluation and Treatment Technology Assessment**

SMJ, JCC, KAD,  
JLS, RGM, GTS, SSS, IPT, JAP, WRS,  
ZKC, CJD, HWE, KAM, RDT, JCW, CDG, DJB, YT,  
SHZ MJW, BEC EMT, STN JLR, TOH KMK, MML SCZ

WORK TASK DESCRIPTION	Assumptions	E-7	E-6	E-5	E-4	E-3	E-2	TASK MANHOURS	TASK FEE SUBTOTALS
		\$375.00	\$300.00	\$250.00	\$205.00	\$175.00	\$145.00		
		hr	hr	hr	hr	hr	hr		
<b>1.0 Project Management and Coordination</b>									
1.1 Routine Project Meetings	1.5 attendees at 2 mtg/mo for 4 months		8		16			24	\$ 5,680
1.2 Data Collection	Includes conference call discussions with staff	2	4	8	8	8		30	\$ 6,990
<b>2.0 Raw Water Characterization</b>									
2.1 Water Quality Analysis	Includes conference call discussions with staff	4	8	8	24	16	16	76	\$ 15,940
2.2 Regulatory Analysis		4	8	4	12	24	16	68	\$ 13,880
<b>3.0 WTP Site Visit and Staff Interviews</b>									
3.1 WTP Site Visit	Leads	16	16	24	8			64	\$ 18,440
3.2 Conceptual Alternatives Analysis	Includes conference call discussions with staff	8	8	16	24	16		72	\$ 17,120
<b>4.0 Conceptual Process Feasibility Analysis</b>									
4.1 Feasibility Study		16	16	24	16	24	24	120	\$ 27,760
4.2 Draft Preliminary Engineering Report		8	12	12	16	32	40	120	\$ 24,280
<b>5.0 Process Alternatives Workshop</b>									
5.1 Staff Workshop	Includes travel time for SMJ, ZKC	16	8		4			28	\$ 9,220
5.2 Final Preliminary Engineering Report		4	8	8	12	16	24	72	\$ 14,640
<b>6.0 Water Supply Alternatives Analysis</b>									
6.1 Water Rights Gap Analysis				4	8	16		28	\$ 5,440
6.2 Water Rights Availability			4	8	12	24		48	\$ 9,860
6.3 Water Supply Alternatives TM			2	12	24	32		70	\$ 14,120
<b>7.0 Presentation to Council</b>									
7.1 Preparation of Materials/Presentation	Includes coordination time with City staff	2	2	4	8	16		32	\$ 6,790
7.2 Council Meeting Presentation	Includes travel time for SMJ	8	4		4			16	\$ 5,020

<b>Hours</b>	<b>88</b>	<b>108</b>	<b>132</b>	<b>196</b>	<b>224</b>	<b>120</b>	<b>868</b>	
<b>Salary Costs</b>	<b>\$33,000</b>	<b>\$32,400</b>	<b>\$33,000</b>	<b>\$40,180</b>	<b>\$39,200</b>	<b>\$17,400</b>		<b>\$ 195,180</b>

**SUBTOTAL - SALARIES:** Current rates **\$195,180**

**DIRECT NON-LABOR EXPENSES**

Task 1.0 Travel Expenses	IPT 8 mtgs from ATX, GTS 4 mtgs from SAT	\$660
Task 3.0 Travel Expenses	SMJ/ZKC travel, WDC staff from CS (1 veh.)	\$1,610
Task 5.0 Travel Expenses	SMJ/ZKC travel, WDC staff from CS (1 veh.)	\$1,610
Task 7.0 Travel Expenses	SMJ travel (ICT -> AUS)	\$760

**SUBTOTAL - DIRECT NON-LABOR EXPENSES:** **\$4,640**

**TOTAL FEE:** **\$199,820**