

**PROFESSIONAL SERVICES AGREEMENT
FOR
WATER MASTER PLAN UPDATE**

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/her designee.

II. TERM

2.1 Unless sooner terminated in accordance with the provisions of this Agreement, the term of this Agreement shall commence on May 28, 2024 and terminate on December 31, 2026.

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 AND PROJECT SCHEDULE

Consultant agrees to provide the services described in this Article III entitled Scope of Services and Project Schedule in exchange for the compensation described in Article IV. Compensation. Scope of Services and Project Schedule are detailed in *Attachment A* 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 Four Hundred and Ninety-Eight Thousand One Hundred and Fifteen Dollars and Zero Cents (\$498,115.00) as total compensation, to be paid to Consultant as further detailed in Attachment B.

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

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

V. OWNERSHIP OF DOCUMENTS

5.1 Any and all writings, documents or information in whatsoever form and character produced by Consultant pursuant to the provisions of this Agreement is the exclusive property of City; and no such writing, document or information shall be the subject of any copyright or proprietary claim by Consultant. This conveyance shall not deprive Consultant of the right to retain reproducible copies of the project materials nor of ownership of Consultant's standard design details, proprietary software, derivatives or specifications which it has developed during the time of its business.

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

VI. RECORDS RETENTION

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

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

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

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

VII. TERMINATION

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

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

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

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

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

7.4.1 Bankruptcy or selling substantially all of company's assets

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

7.4.3 Performing unsatisfactorily

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

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

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

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

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

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

VIII. NOTICE

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

If intended for City, to: City of Pflugerville
Attn: Jeff Dunsworth, P.E.
Interim City Engineer
P.O. Box 589
Pflugerville, Texas 78660

If intended for Consultant, to: Garver
Attn: Chris Leal, P.E.
Project Manager
285 SE Inner Loop,
Suite 110
Georgetown, TX 78626

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 “*Williamson County Return Flows Project – Owner’s Advisory Services*” 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 e-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 coverages which may be on a claims made 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 the amounts listed below:

City of Pflugerville

Insurance Requirements

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

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. If the City requests such modifications after execution of this Agreement, the modifications will be made if the same is commercially available to Consultant.

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

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. In the event Consultant’s carriers will not provide the aforementioned notices, Consultant shall be responsible for providing them instead.

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

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

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

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

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

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

X. INDEMNIFICATION

10.1 CONSULTANT covenants and agrees to INDEMNIFY and HOLD HARMLESS, the CITY and the elected officials, employees, officers, directors, volunteers and representatives of the CITY, individually and collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, or liability for damages caused by or resulting from an act of negligence, intentional tort, intellectual property infringement, or failure to pay a subcontractor or supplier committed by the CONSULTANT or the CONSULTANT’s agent, CONSULTANT under contract, or another entity over which the CONSULTANT exercises control. Such acts may include personal or bodily injury, death and property

damage, made upon the CITY directly or indirectly arising out of, resulting from or related to CONSULTANT'S activities under this Agreement, including any negligent or intentional acts or omissions of CONSULTANT, any agent, officer, director, representative, employee, consultant or subcontractor of CONSULTANT, and their respective officers, agents employees, directors and representatives while in the exercise of the rights or performance of the duties under this Agreement. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of CITY, its elected officials, employees, officers, directors, volunteers and representatives, in instances where such negligence causes personal injury, death, or property damage. In no event shall the indemnification obligation extend beyond the date with when the institution of legal or equitable proceedings for the professional negligence would be barred by any applicable statute of repose or statute of limitations.

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

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

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

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

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

XI. ASSIGNMENT AND SUBCONTRACTING

11.1 Consultant shall supply qualified personnel as may be necessary to complete the work to be performed under this Agreement. Persons retained to perform work pursuant to this

Agreement shall be the employees or subcontractors of Consultant. Consultant, its employees or its subcontractors shall perform all necessary work.

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

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

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

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

XII. INDEPENDENT CONTRACTOR

Consultant covenants and agrees that he or she is an independent contractor and not an officer, agent, servant or employee of City; that Consultant shall have exclusive control of and exclusive right to control the details of the work performed hereunder and all persons performing same, and shall be responsible for the acts and omissions of its officers, agents, employees, contractors, subcontractors and consultants; that the doctrine of respondent superior shall not apply as between City and Consultant, its officers, agents, employees, contractors, subcontractors and consultants, and nothing herein shall be construed as creating the relationship of employer-employee, principal-agent, partners or joint venturers 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;
"Attachment B" - Fee Summary for Professional Services.

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; (ii) will not boycott Israel during the term of the contract; (iii) does not boycott energy companies; (iv) will not boycott energy companies during the term of the contract; (v) does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association; and (vi) will not discriminate during the term of the contract against a firearm entity or firearm trade association (Texas Government Code, Chapter 2271.002; 2274.002).

Company hereby verifies that it does not boycott Israel, and agrees that, during the term of this agreement, will not boycott Israel as this term is defined in the Texas Government Code, Section 808.001, as amended. Company hereby verifies that it does not boycott energy companies, and agrees that, during the term of this agreement, will not boycott energy companies as this term is defined in Texas Government Code, Section 809.001, as amended. Company hereby verifies that it does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association, and agrees that, during the term of this agreement, will not discriminate against a firearm entity or firearm trade association as those terms are defined in Texas Government Code, Section 2274.001, as amended.

Further, Company 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 Organizations.

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 CONSULTANT AND ITS SUBCONSULTANTS AND SUBCONTRACTORS TO CITY 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 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 CONSULTANT'S INSURANCE POLICIES SHALL BE LIMITED TO \$500,000.00. CONSULTANT 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 CONSULTANT, 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**

**CONSULTANT
GARVER, LLC**

(Signature)



(Signature)

Printed Name: Sereniah Breland

Printed Name: Randall G. McIntyre, PE

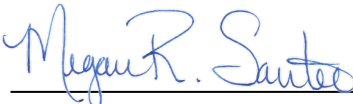
Title: City Manager

Title: Vice President

Date: _____

Date: **July 3, 2024**

APPROVED AS TO FORM:



Charles E. Zech

City Attorney

DENTON NAVARRO RODRIGUEZ BERNAL SANTEE & ZECH, P.C.



3755 S. Capital of Texas Highway
Suite 325
Austin, TX 78704
TEL 512.485.0009
FAX 512.485.0010
www.GarverUSA.com

ATTACHMENT A: SCOPE OF SERVICES

City of Pflugerville

Water Master Plan Update

Garver Project No.: 23W07020

BACKGROUND

The City of Pflugerville (City) is contracting with Garver to perform an update to the City's Water Master Plan (WMP), most recently updated in early 2020.

ASSUMPTIONS

In developing the scope of work and associated level of effort discussed in this proposal, Garver has made the assumptions outlined below:

1. Population, development, and demand projections will be made for 2030, 2035, and buildout horizons.
2. Evaluations will be performed assuming a static service area except for expansion of the existing CCN to serve single developments as specified by the City.
3. Hydraulic modeling will be completed using Innovyze InfoWater Pro software.
4. Up to three (3) Garver team members will be present for progress meetings and workshops with the City.

SCOPE OF WORK

Generally, the scope of services includes:

1. Project Administration
2. Data Collection – this task involves the review of available data.
3. Population and Demand Analysis – this task involves assessment of historical and current population and demand, and development of population and demand projections for each horizon.
4. Hydraulic Model Update – this task involves updating the existing hydraulic model.
5. Hydraulic Model Calibration – this task involves development and calibration of steady-state and extended period hydraulic model scenarios.
6. Water System Assessment – this task involves assessment of the water system against TCEQ rules and regulations and with the calibrated hydraulic model to identify capital improvements needed at buildout.
7. Capital Improvements Plan Development – this task involves development of a Capital Improvements Plan.
8. Water Master Plan Report – this task involves development a report documenting all tasks of the Water Master Plan.

A. Task 1 – Project Administration

1. Attend one virtual kickoff meeting to discuss project objectives, team member roles and responsibilities, communication protocols, document management protocols, and schedule. Garver will develop and provide minutes from this meeting.
2. Develop a Project Management Plan (PMP) and Quality Control/Assurance Plan (QCP).
3. Prepare and provide monthly progress/status reports, sufficient to support monthly billings. Monthly status reports will be submitted with monthly invoices.
4. Garver will lead up to twenty (20) bi-weekly virtual progress meetings for the duration of the project.

B. Task 2 – Data Collection

Task 2 involves the review of available data. Garver will execute the following actions as part of this task:

1. Prepare a formal data request and submit to the City.
2. Upon receipt of data, review and summarize the data and work with the City to develop a plan for obtaining the remaining data items or develop baseline assumptions from which to proceed.
3. Complete up to two (2) days of site visits and/or in-person meetings with City operations staff to clarify site configuration and operation.

C. Task 3 – Population and Demand Analysis

Task 3 involves assessment of historical and current population and demand, and development of population and demand projections for each horizon. Garver will execute the following actions as part of this task:

1. Review the City's historical population, connection count in terms of living unit equivalents (LUEs), and demand data to determine historical per capita and per connection demands for minimum month, average day, maximum month, maximum day, and peak hour demand conditions.
 - o The past three years of drought will serve as a baseline for demands going forward under continual Stage 1 conservation. Unit demands may trend downwards to account for additional conservation measures.
2. Review the City's most recent Comprehensive Plan, *Inspire 2040*, to identify existing and future zoning and density for currently developed and undeveloped parcels.
 - o Include expansion of the existing CCN for single developments as specified by the City.
3. Determine per capita and/or per land area demands to use in assigning future demands.
4. Benchmark demand assumptions against other local utilities of similar composition (i.e., City of Cedar Park).
5. Project demands for each horizon.
 - o Planning horizons will be 2025 (existing), 2030, 2035, and full buildout (for the purposes of determining population saturation demand and timing).
 - o Recent growth rates will be used as a reasonable upper bound for demand projections.
6. Allocate projected demands spatially throughout the water system for each horizon based on previously identified zoning and density.
7. Develop a water balance depicting projected demands in relation to existing supply from the Colorado River and groundwater wells. Perform a gap analysis to show additional supply needed through direct or indirect potable reuse from Wilbarger WWTP.

8. Summarize the results of Task 3 in a Draft Population and Demand Analysis Technical Memorandum (TM). This TM will be submitted to the City for review and comment over a two (2) week period.
9. Facilitate an in-person workshop with the City to review the results of Task 3 and discuss the following:
 - Accuracy of demand projections in terms of both spatial distribution and magnitude.
 - Future wholesale assumptions.
10. Address Draft TM comments and finalize Population and Demand Analysis TM. Incorporate executive summary from the TM into the Water Master Plan Report and attach full TM as an Appendix.
11. Provide QA/QC according to PMP.

D. Task 4 – Hydraulic Model Update

Task 4 involves updating the existing hydraulic model. Garver will execute the following actions as part of this task:

1. Update the existing hydraulic model based on GIS data, record drawings, and facility information.
 - Projects currently in design or construction will be included in existing system assessments.
2. Develop a distribution system schematic depicting major water supply, treatment, storage, pumping, and transmission infrastructure, and pressure zones.
 - Nominal size or capacity of each major element will be listed on the system schematic.
 - The System Schematic Exhibit will be provided to the City for review.
3. Allocate recent historical water demands spatially within the hydraulic model based on customer usage data and customer meter locations or service addresses.
4. Develop diurnal demand patterns and demand peaking factors using customer usage data, total production data, and/or SCADA data.
5. Provide QA/QC according to PMP.

E. Task 5 – Hydraulic Model Calibration

Task 5 involves development and calibration of steady-state and extended period hydraulic model scenarios. Garver will execute the following actions as part of this task:

1. Verify existing or define new operational controls in the hydraulic model based on information from SCADA, field logs, or communications with City staff.
2. Develop a field data collection plan consisting of hydrant pressure logging and/or hydrant flow tests. Review this plan with City staff to coordinate field data collection.
3. Provide up to eight (8) hydrant pressure loggers and support pressure logger deployment.
 - City staff will be required to operate hydrants and physically install pressure loggers.
 - It is assumed that two (2) Garver staff will be on-site for up to sixteen (16) hours total for up to two (2) rounds of field data collection.
4. Calibrate the hydraulic model based on SCADA, pressure logger, and hydrant flow test data, as available.
 - Extended period calibrations will be completed for the pressure logging window and the maximum day demand condition.
 - Steady-state calibrations will be completed for hydrant flow tests.

- Individual pump performance will be evaluated where data is available.
- 5. Facilitate an in-person workshop with the City to review the results of Task 4 and 5.
- 6. Provide QA/QC according to PMP.

F. Task 6 – Water System Assessment

Task 6 involves assessment of the water system against TCEQ rules and regulations and with the calibrated hydraulic model to identify capital improvements needed at buildout. Garver will execute the following actions as part of this task:

1. Evaluate each major pressure zone within the existing system against TCEQ rules and regulations for water supply, storage, and pumping, as applicable.
 - Evaluations will be completed for existing connections and LUEs and projected connections and LUEs at each planning horizon.
 - It is assumed that reduced pressure zones will be rolled into the upstream zone as dictated by hydraulic boundary conditions.
2. Identify capital improvement needs to address gaps in system supply, storage, and pumping capacity.
3. Complete hydraulic evaluations for existing and buildout maximum day demand conditions to assess:
 - Transmission capacity in terms of system pressures, pipe velocities, and pipe head loss gradients.
 - Pumping capacity in terms of pump station operations.
 - Storage capacity in terms of tank levels.
4. Complete fire flow evaluations for existing hydrants. Identify areas with insufficient available fire flow.
5. Complete source trace and water age evaluations for existing average day demand conditions for up to four (4) operational scenarios.
6. Perform a district metering area (DMA) evaluation of the system network and pressure zones to determine if and where DMAs could be established with the addition of metering, hydraulic boundary isolation, or other methods, without negatively impacting system operation.
7. Develop infrastructure improvements to address system deficiencies at buildout.
 - Identify buildout infrastructure sizing.
 - Assess potential fire flow and water quality implications of improvements.
 - Include recommendations for the development of district metering areas (DMAs).
8. Facilitate an in-person workshop with the City to review the results of Task 6.
9. Provide QA/QC according to PMP.

G. Task 7 – Capital Improvements Plan Development

Task 7 involves development of a Capital Improvements Plan (CIP). Garver will execute the following actions as part of this task:

1. Refine the CIP projects as determined in Task 6.
 - a. Identify phased improvements needed at each planning horizon.
2. Develop conceptual capital cost estimates for the CIP projects.
 - a. The level of detail will be Association for the Advancement of Cost Engineering (AACE) Class 4 estimates.

- b. Develop an initial capital outlay schedule for the CIP program.
3. Develop project sheets for each CIP project, including the project description, project schedule, project drivers, project trigger, conceptual capital cost and other considerations.
4. Facilitate an in-person workshop with the City to review the results of Task 7.
5. Provide QA/QC according to PMP.

H. Task 8 – Water Master Plan Report

Task 8 involves developing a report documenting all tasks of the Water Master Plan. Garver will execute the following actions as part of this task:

1. Prepare a Draft Water Master Plan Report. This Report will be submitted to the City for review and comment over a two (2) week period.
2. Address Draft TM comments and prepare a Final Water Master Plan Report.
3. Support development of presentation materials for PNZ and City Council meetings.
4. Up to two (2) Garver team members will be present for PNZ and City Council meetings.
5. Provide QA/QC according to PMP.

Summary of Project Meetings and Workshops

The following is a summary of the coordination meetings and workshops with the City, as indicated above:

- A. Kickoff Meeting
- B. Population and Demand Analysis Workshop (Task 3)
- C. Hydraulic Model Update and Calibration Workshop (Tasks 4 and 5)
- D. Water System Assessment Workshop (Task 6)
- E. Capital Improvements Plan Development Workshop (Task 7)
- F. Bi-Weekly Coordination Meetings

Summary of Project Deliverables

The following will be submitted to the City, or others as indicated, by Garver:

- A. Population and Demand Analysis Technical Memorandum in electronic (.pdf) format.
- B. Population and Demand Analysis Workshop slides in electronic (.pdf) format.
- C. Hydraulic Model Update and Calibration Workshop slides in electronic (.pdf) format.
- D. Water System Assessment Workshop slides in electronic (.pdf) format.
- E. Capital Improvements Plan Development Workshop slides in electronic (.pdf) format.
- F. Draft Water Master Plan Report in electronic (.pdf) format.
- G. Final Water Master Plan Report in electronic (.pdf) format.
- H. Meeting minutes in electronic (.pdf) format.
- I. InfoWater Pro hydraulic model files.
- J. System Schematic Exhibit in electronic (.pdf) format.

Extra Work

Extra Work will be as directed by the City in writing for an additional fee as agreed upon by the City and Garver. The following items are not included under this agreement but will be considered as extra work:

- A. Pump station and/or wire-to-water testing
- B. Topographic or point elevation survey
- C. Easement and Property Acquisition
- D. Right-of-Entry Acquisition
- E. Subsurface Utility Engineering (SUE)

- F. Geotechnical Investigation
- G. Environmental Site Assessment
- H. Detailed design of recommended improvements identified in the report.
- I. Redesign for the Owner's convenience or due to changed conditions after previous alternate direction and/or approval.
- J. Submittals or deliverables in addition to those listed herein.

Payment

For work described in this Scope of Services, the Owner agrees to pay Garver on an hourly not-to-exceed (NTE) basis in the amount of \$498,115. Payment invoices will be submitted to the Owner on a monthly basis, accompanied by a progress report and task summary for the billing period, and payment will be made based on the rates set forth in Attachment B – Fee Summary.

Schedule

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

Work Item Description	Calendar Days
NTP	TBD
Kick-off Meeting	Within 10 days of NTP
Task 2 – Data Collection	14 days from receipt of data
Task 3 – Population and Demand Analysis	35 days from completion of Task 2
Task 4 – Hydraulic Model Update	35 days from receipt of client comments from Task 3 Technical Memorandum and Workshop
Task 5 – Hydraulic Model Calibration	42 days from receipt of client comments from Task 3 Technical Memorandum and Workshop
Task 6 – Water System Assessment	70 days from receipt of client comments from Task 4 and Task 5 Workshop
Task 7 – Capital Improvements Plan Development	70 days from receipt of client comments from Task 6 Workshop
DRAFT Water Master Plan Report	28 days from receipt of client comments from Task 7 Workshop
Deliver FINAL Water Master Plan Report	14 days from receipt of DRAFT Water Master Plan Report client comments

ATTACHMENT B

**City of Pflugerville
Water Master Plan Update**

All Tasks

WORK TASK DESCRIPTION	CML	GCC	MMD	IPT	JND	YAY	WDC	WDC	WDC	GARVER	GARVER	TOTAL
	PM	PE	PE	SME	QC	EIT	DPM	PE	EIT			
	E-6	E-3	E-4	E-6	E-5	E-1	E-6	E-3	E-2			
	\$335.00	\$192.00	\$224.00	\$335.00	\$272.00	\$143.00	\$335.00	\$192.00	\$159.00			
	hr.	hr.	hr.	hr.	hr.	hr.	hr.	hr.	hr.			
Basic Services Section												
1. TASK 1 - Project Administration												
1. Attend one kickoff meeting	4		4	4		4				\$4,148	\$1,750	\$5,898
2. Develop Project Management Plan (PMP) and Quality Control Plan (QCP)	1	2	2			4				\$1,739		\$1,739
3. Prepare and provide monthly progress reports (12)	4		6			6				\$3,542		\$3,542
4. Lead bi-weekly virtual progress meetings (20)	15		20	15		20				\$17,390		\$17,390
										\$0		\$0
Subtotal - TASK 1 - Project Administration	24	2	32	19	0	34	0	0	0	\$26,819	\$1,750	\$28,569
2. TASK 2 - Data Collection												
1. Prepare and submit formal data request	2	2	4			4		2	2	\$3,224		\$3,224
2. Review and summarize data to develop plan		2	8			16	2	2	4	\$6,154		\$6,154
3. Complete in-person site visits or meetings (2 days)	8	16	16			16				\$11,624	\$250	\$11,874
										\$0		\$0
Subtotal - TASK 2 - Data Collection	10	20	28	0	0	36	2	4	6	\$21,002	\$250	\$21,252
3. TASK 3 - Population and Demand Analysis												
1. Determine historical demands		8	4			16				\$4,720		\$4,720
2. Review City's Comprehensive Plan	4	8	2			8				\$4,468		\$4,468
3. Determine demands for future developments		12	8	2		24				\$8,198		\$8,198
4. Benchmark demand assumptions		8	4			16				\$4,720		\$4,720
5. Prepare projected demands for each horizon	4	16	8	2		24				\$10,306		\$10,306
6. Allocate projected demands			4			16				\$3,184		\$3,184
7. Develop water supply balance	4	8	2	4		4			4	\$5,872		\$5,872
8. Prepare Draft Technical Memorandum		12	24	2		40				\$14,070		\$14,070
9. Facilitate in-person workshop (1)	8	4	6	6		12				\$8,518	\$250	\$8,768
10. Address Draft TM comments		2	4	2		8				\$3,094		\$3,094
11. QA/QC					16					\$4,352		\$4,352
										\$0		\$0
Subtotal - TASK 3 - Population and Demand Analysis	20	78	66	18	16	168	0	0	4	\$71,502	\$250	\$71,752
4. TASK 4 - Hydraulic Model Update												
1. Update existing hydraulic model			24	8		40				\$13,776		\$13,776
2. Develop distribution system schematic		16	4			16				\$6,256		\$6,256
3. Allocate recent historical demands			8			16				\$4,080		\$4,080
4. Develop diurnal demands and peaking factors		8	4			16				\$4,720		\$4,720
5. QA/QC					8					\$2,176		\$2,176
										\$0		\$0
Subtotal - TASK 4 - Hydraulic Model Update	0	24	40	8	8	88	0	0	0	\$31,008	\$0	\$31,008

5. TASK 5 - Hydraulic Model Calibration													
1. Verify operation controls in the model	4	12	16	8		32					\$14,484		\$14,484
2. Develop field data collection plan		4	2			4					\$1,788		\$1,788
3. Install hydrant pressure loggers (8)		16	16			16					\$8,944	\$250	\$9,194
4. Calibrate hydraulic model based on SCADA		16	32	4		40					\$17,300		\$17,300
5. Facilitate an in-person workshop (1)	4		8			8					\$4,276	\$250	\$4,526
6. QA/QC					8						\$2,176		\$2,176
											\$0		\$0
Subtotal - TASK 5 - Hydraulic Model Calibration	8	48	74	12	8	100	0	0	0		\$48,968	\$500	\$49,468
6. TASK 6 - Water System Assessment													
1. Evaluate each major pressure zones	4	8	16	4		40					\$13,520		\$13,520
2. Identify capital improvement needs	4	16	24	2		60	4	8	16		\$24,458		\$24,458
3. Complete hydraulic evaluations			40			60					\$17,540		\$17,540
4. Complete fire flow evaluations for existing hydrants		16	24			32					\$13,024	\$250	\$13,274
5. Complete source trace and water age evaluations (4)			24			32					\$9,952		\$9,952
6. Perform a district metering area (DMA) evaluation	8		24	16		40					\$19,136		\$19,136
7. Develop infrastructure improvements	8	24	40	4		80	4	8	16		\$34,448		\$34,448
8. Facilitate an in-person workshop (1)	6	6	16	4		16					\$10,374	\$250	\$10,624
9. QA/QC					16		4				\$5,692		\$5,692
											\$0		\$0
Subtotal - TASK 6 - Water System Assessment	30	70	208	30	16	360	12	16	32		\$148,144	\$500	\$148,644
7. TASK 7 - Capital Improvements Plan													
1. Refine CIP projects	4	8	16	2		40	2	4	8		\$15,560		\$15,560
2. Develop conceptual capital cost estimates	8	32	4			16	2	8	16		\$16,758		\$16,758
3. Develop project sheets for each CIP project		16	16			40	2	4	8		\$15,086		\$15,086
4. Facilitate an in-person workshop (1)	4	6	8	4		8					\$6,768	\$250	\$7,018
5. QA/QC					16						\$4,352		\$4,352
											\$0		\$0
Subtotal - TASK 7 - Capital Improvements Plan	16	62	44	6	16	104	6	16	32		\$58,524	\$250	\$58,774
8. TASK 8 - Water Master Plan Report													
1. Prepare Draft Water Master Plan Report	4	32	40	8		80	4	16	24		\$38,792		\$38,792
2. Address Draft TM Comments and prepare Final Water Master Plan Report	4	16	24	2		40	2	2	4		\$17,868		\$17,868
3. Support development of presentation materials	2	8	32	12		24		2	4		\$17,846		\$17,846
4. Garver staff attendance at City Council meetings (2 Staff)	8			16							\$8,040	\$1,750	\$9,790
5. QA/QC					16						\$4,352		\$4,352
											\$0		\$0
Subtotal - TASK 8 - Water Master Plan Report	18	56	96	38	16	144	6	20	32		\$86,898	\$1,750	\$88,648
Subtotal - Basic Services Section	126	360	588	131	80	1034	26	56	106		\$492,865	\$5,250	\$498,115