

## PROFESSIONAL SERVICES AGREEMENT

THIS **PROFESSIONAL SERVICES AGREEMENT** (“Agreement”) is made as of the Effective Date by and between **TRC Environmental Corporation**, hereinafter called "CONSULTANT", and the **City of Farmers Branch, Texas**, hereinafter called "CITY".

### RECITALS

**WHEREAS**, CITY desires CONSULTANT to perform certain work and services set forth in Section 1, Scope of Work.

**WHEREAS**, CONSULTANT has expressed a willingness to perform said work and services, hereinafter referred to only as "services", specified in said Scope of Work, and enumerated under Section 1, of this Agreement.

**NOW, THEREFORE**, for and in consideration of the covenants and promises made one to the other herein, CITY and CONSULTANT agree as follows:

#### **Section 1. Scope of Work**

Upon issuance of a written Notice to Proceed by CITY, CONSULTANT agrees to provide to CITY the necessary professional services related to the preparation of the **Phase D Farmers Branch Creek Flow Study 2014** (“the Project”) as set forth in the Scope of Work attached hereto as Exhibit “A” and incorporated herein by reference (“the Scope of Work”).

#### **Section 2. Term of Agreement**

The term of this Agreement shall begin on the last date of execution hereof (the “Effective Date”) and shall continue until CONSULTANT completes the services required herein to the satisfaction of CITY, unless sooner terminated as provided in Section 8, below.

#### **Section 3. Consultant Obligations**

A. CONSULTANT shall devote such time as reasonably necessary for the satisfactory performance of the work under this Agreement. Should CITY require additional services not included under this Agreement, CONSULTANT shall make reasonable effort to provide such additional services at mutually agreed charges or rates, and within the time schedule prescribed by CITY; and without decreasing the effectiveness of the performance of services required under this Agreement.

B. To the extent reasonably necessary for CONSULTANT to perform the services under this Agreement, CONSULTANT shall be authorized to engage the services of any agents, assistants, persons, or corporations that CONSULTANT may deem proper to aid or assist in the performance of the services under this Agreement with the prior written approval of CITY. The cost of such personnel and assistance shall be a reimbursable expense to CONSULTANT only if authorized in writing in advance by CITY.

C. CONSULTANT shall furnish and pay for all labor, tools, materials, equipment, supplies, transportation and management necessary to perform all services set forth in the Scope of Work.

#### **Section 4. Payment**

A. CITY agrees to pay CONSULTANT for all services authorized in writing and properly performed by CONSULTANT in accordance with the Payment Schedule set forth in the Scope of Work, subject to additions or deletions for changes or extras agreed upon in writing. All fees paid to CONSULTANT, by CITY, shall be based on invoices submitted by CONSULTANT for work performed monthly by CONSULTANT, less any previous payments. Payments shall be made within 30 days of receipt of invoice by CITY. Unless otherwise stated in the Scope of Work, Consultant will submit invoices for services related to the Scope of Work on at least a monthly basis.

B. CITY reserves the right to delay, without penalty, any partial payment when, in the opinion of CITY, CONSULTANT has not made satisfactory progress on the design of this Project based on the Scope of Work and the Completion Schedule Estimate. If CITY objects to any portion of an invoice, CITY will notify Consultant within fifteen (15) days from the date of receipt of the invoice and will pay that portion of the invoice not in dispute, and the Parties shall immediately make every effort to settle the disputed portion of the invoice.

C. The Total Fee shall be as specified in the Scope of Work, which shall not exceed **Thirty-Four Thousand Seven Hundred Sixty Dollars (\$34,760.00)** unless otherwise approved in writing by CITY. CITY may deduct from any amounts due or to become due to CONSULTANT any sum or sums owing by CONSULTANT to CITY. In the event of any breach by CONSULTANT of any material provision or obligation of this Agreement, or in the event of the assertion by other parties of any claim or lien against CITY, or the CITY's premises, arising out of CONSULTANT's performance of this Agreement, CITY shall have the right to retain out of any payments due or to become due to CONSULTANT an amount sufficient to completely protect the CITY from any and all loss, damage or expense therefrom, until the breach, claim or lien has been satisfactorily remedied or adjusted by CONSULTANT.

D. If CITY fails to make any payment due to CONSULTANT within thirty (30) days after receipt of an invoice, then the amount due CONSULTANT will increase at the lesser of 1.5 percent per month or the maximum amount allowed by law after the 30th day. In addition, CONSULTANT may, after giving seven (7) days' written notice to CITY, suspend its services and any deliverables until CONSULTANT has been paid in full for all amounts outstanding more than thirty (30) days. In the event that CONSULTANT must resort to legal action to enforce collection of payments due, CITY agrees to pay reasonable attorney fees and any other reasonable costs resulting from such action.

#### **Section 5. Responsibilities**

A. CONSULTANT shall be responsible for the professional quality, technical accuracy, and the coordination of all studies, designs, drawings, specifications, plans, and other services furnished by CONSULTANT under this Agreement. CONSULTANT shall, without

additional compensation, correct or revise any errors or deficiencies in the design, drawings, specifications, plans, reports, studies and other services.

B. Neither CITY's review, approval or acceptance of, nor payment for any of the services required under this Agreement, shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and CONSULTANT shall be and remain liable to CITY in accordance with applicable law for all damages to CITY caused by CONSULTANT's negligent performance of any of the services furnished under this Agreement.

C. The rights and remedies of CITY under this Agreement are as provided by law.

D. CITY will designate in writing the person or persons with authority to act in CITY's behalf on all matters concerning the work to be performed by CONSULTANT for CITY.

E. CITY will furnish to CONSULTANT all existing studies, reports, data and other information available to CITY which may be necessary for performance of the work, authorize CONSULTANT to obtain additional data as required, and furnish the services of others, where necessary, for the performance of the work. CONSULTANT will be entitled to use and rely upon all such information and services.

F. Unless otherwise stated in the Scope of Work, CITY shall be responsible to provide CONSULTANT access to the work site or property to perform the work.

## **Section 6. Time For Performance**

A. CONSULTANT shall perform all services as provided for under this Agreement in a proper, efficient and professional manner in accordance with CITY's requirements. Such services shall be completed as provided in the time provided in the Scope of Work after written Notification to Proceed from CITY to CONSULTANT, exclusive of CITY and other governmental review time.

B. In the event CONSULTANT's performance of this Agreement is delayed or interfered with by acts of the CITY or others, CONSULTANT may request an extension of time for the performance of same as hereinafter provided, but shall not be entitled to any increase in fee or price, or to damages or additional compensation as a consequence of such delays.

C. No allowance of any extension of time, for any cause whatever, shall be claimed or made to CONSULTANT, unless CONSULTANT shall have made written request upon CITY for such extension.

D. CONSULTANT's services for the Scope of Work will be considered complete at the earlier of (i) the date when CONSULTANT's report is accepted by the CITY or (ii) thirty (30) days after the date when CONSULTANT's report is submitted for final acceptance, if CONSULTANT is not notified in writing within such 30-day period of a material defect in such report.

## **Section 7. Warranty**

A. In performing services, CONSULTANT agrees to exercise professional judgment, made on the basis of the information available to CONSULTANT, and to use the same standard of care and skill ordinarily exercised in similar circumstances by consultants performing comparable services in the region. This standard of care shall be judged as of the time and place the services are rendered, and not according to later standards. The expiration date of this warranty is one (1) year from the date of completion of the service. Reasonable people may disagree on matters involving professional judgment and, accordingly, a difference of opinion on a question of professional judgment shall not excuse CITY from paying for services rendered or result in liability to CONSULTANT.

B. If any failure to meet the foregoing warranty appears during one (1) year from the date of completion of the service and CONSULTANT is promptly notified thereof in writing, CONSULTANT will at its option and expense re-perform the nonconforming work or refund the amount of compensation paid to CONSULTANT for such nonconforming work. In no event shall CONSULTANT be required to bear the cost of gaining access in order to perform its warranty obligations.

C. THE FOREGOING WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER WRITTEN, ORAL, IMPLIED OR STATUTORY, INCLUDING ANY WARRANTY OF MERCHANTABILITY. CONSULTANT DOES NOT WARRANT ANY PRODUCTS OR SERVICES OF OTHERS DESIGNATED BY CITY.

## **Section 8. Documents**

A. All surveys, studies, proposals, applications, drawings, plans, specifications and other documents, including those in electronic form, prepared by CONSULTANT and its consultants, subcontractors, agents, representatives, and/or employees in connection with this Agreement (“Project Documents”) are intended for the use and benefit of CITY. CONSULTANT and its consultants, subcontractors, agents, representatives, and/or employees shall be deemed the authors of their respective part of the Project Documents. Notwithstanding, CITY shall own, have, keep and retain all rights, title and interest in and to all Project Documents, including all ownership, common law, statutory, and other reserved rights, including copyrights (except copyrights held by the CONSULTANT) in and to all Project Documents, whether in draft form or final form, which are produced at CITY’s request and in furtherance of this Agreement. CITY shall have full authority to authorize contractor(s), subcontractors, sub-subcontractors, CITY consultants, and material or equipment suppliers to reproduce applicable portions of the Project Documents. CITY shall have the right to publish, disclose, distribute and otherwise use Project Documents in accordance with the Engineering Practice Act of the State of Texas (Texas Occupation Code, Chapter 1001, as amended) and/or Texas Occupations Code, Chapter 1051, as amended. CONSULTANT shall, upon completion of the services and full payment for the CONSULTANT’S services by the CITY, or earlier termination and appropriate compensation as provided by this Agreement, provide CITY with reproductions of all materials, reports, and exhibits prepared by ENGINEER pursuant to this Agreement in a TIFF, JPEG or PDF format, and a DXF format in current version of AutoCAD with NAD-83 coordinate format of all such instruments of service to the CITY.

B. All instruments of service (including plans, specifications, drawings, reports, designs, computations, computer programs, estimates, surveys, other data or work items, etc.) prepared under this Agreement shall be submitted for approval of CITY. All instruments of service shall be professionally sealed as may be required by law or by CITY.

C. Acceptance and approval of the Project Documents by CITY shall not constitute nor be deemed a release of the responsibility and liability of CONSULTANT, its employees, associates, agents and Consultants for the accuracy or competency of their designs, working drawings and specifications, or other documents and work; nor shall such approval be deemed to be an assumption of such responsibility by CITY for any defect in the designs, working drawings and specifications, or other documents prepared by CONSULTANT, its employees, contractor, agents and Consultants.

D. CONSULTANT will retain the technical project file for a period of 10-years period following project completion. CITY shall notify CONSULTANT at the completion of work if CITY requires the file in this matter to be transferred to CITY or another entity, or retained by CONSULTANT for a longer period of time. In the absence of any written instructions to the contrary from CITY, CONSULTANT will have the right to discard any and all files, records or documents of any type related to the Scope of Work after the 10-year period. During this 10-year period, any requests for document recovery and reproduction will be assessed a fee in accordance with CONSULTANT's Schedule of Fees.

## **Section 9. Safety**

A. CITY agrees to inform CONSULTANT of any applicable site safety procedures and regulations known to CITY as well as any special safety concerns or dangerous conditions at the site, which CONSULTANT shall communicate to its employees. CONSULTANT and its employees will be obligated to adhere to such procedures and regulations once notice has been given.

B. Unless specifically provided in the Scope of Work, CONSULTANT shall not have any responsibility for overall job safety at the site. If in CONSULTANT's opinion, its field personnel are unable to access required locations or perform required services in conformance with applicable safety standards, CONSULTANT may immediately suspend performance until such safety standards can be attained.

## **Section 10. Termination**

A. CITY may suspend or terminate this Agreement for cause or without cause at any time by giving written notice to CONSULTANT. In the event suspension or termination is without cause, payment to CONSULTANT, in accordance with the terms of this Agreement, will be made on the basis of services reasonably determined by CITY to be satisfactorily performed to the date of suspension or termination. Such payment will be due upon delivery of all instruments of service to CITY.

B. Should CITY require a modification of this Agreement with CONSULTANT, and in the event CITY and CONSULTANT fail to agree upon a modification to this Agreement, CITY shall have the option of terminating this Agreement and CONSULTANT's services hereunder at no additional cost other than the payment to CONSULTANT, in accordance with the terms of this Agreement, for the services reasonably determined by CITY to be properly performed by CONSULTANT prior to such termination date.

## **Section 11. Insurance**

A. CONSULTANT shall during the term hereof maintain in full force and effect the following insurance:

(i) a comprehensive general liability policy of insurance for bodily injury, death and property damage insuring against all claims, demands or actions relating to the CONSULTANT's performance of services pursuant to this Agreement with a minimum combined single limit of not less than \$1,000,000.00 per occurrence and \$2,000,000 in the aggregate for injury to persons (including death), and for property damage;

(ii) A policy of automobile liability insurance covering any vehicles owned and/or operated by CONSULTANT, its officers, agents, and employees, and used in the performance of this Agreement with policy limits of not less than \$1,000,000.00 combined single limit and aggregate for bodily injury and property damage;

(iii) statutory Worker's Compensation Insurance at the statutory limits and Employers Liability covering all of CONSULTANT's employees involved in the provision of services under this Agreement with policy limit of not less than \$1,000,000.00; and

(iv) Professional Liability/Errors and Omissions coverage covering negligent acts, errors and omissions in the performance of professional services with policy limit of not less than \$1,000,000.00.

B. All insurance and certificate(s) of insurance shall contain the following provisions: (1) name CITY as additional insured as to all applicable coverage with the exception of Workers Compensation Insurance and Professional Liability/Errors and Omissions coverage; and (2) provide for at least thirty (30) days prior written notice to CITY for cancellation or non-renewal of the insurance; (3) provide for a waiver of subrogation against CITY for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance, except for Professional Liability/Errors and Omissions coverage. CONSULTANT shall provide written notice to CITY of any material change of or to the insurance required herein.

C. All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least "A" by AM Best or other equivalent rating service.

D. A certificate of insurance evidencing the required insurance and all endorsements shall be submitted prior to commencement of services.

### **Section 12. Indemnification For Injury and Performance**

**CITY shall not be liable for any loss, damage, or injury of any kind or character to any person or property arising from the services of CONSULTANT pursuant to this agreement. CONSULTANT hereby waives all claims against CITY, its officers and employees (collectively referred to in this section as “CITY”) for damage to any property or injury to, or death of, any person arising at any time and from any cause other than the negligence or willful misconduct of CITY or breach of CITY’s obligations hereunder. CONSULTANT agrees to indemnify and save harmless CITY from and damages (including court costs and reasonable attorneys’ fees) and actions of any kind by reason of injury to or death of any person or damage to or loss of property to the extent caused by CONSULTANT’s negligent performance of services under this Agreement or by reason of any negligent act or omission on the part of CONSULTANT, its officers, directors, employees, successors or permitted assigns (except when such liability, claims, suits, costs, injuries, deaths or damages arise from or are attributed to negligence of CITY, in whole or in part, in which case CONSULTANT shall indemnify CITY only to the extent or proportion of negligence attributed to professional as determined by a court or other forum of competent jurisdiction). CONSULTANT’s obligations under this section shall be limited to the limits of coverage of insurance maintained or required to be maintained by CONSULTANT under this Agreement. This provision shall survive the termination of this Agreement.**

### **Section 13. Assignment**

CONSULTANT shall not assign or sublet this Agreement, or any part thereof, without the prior written consent of CITY.

### **Section 14. Applicable Laws**

CONSULTANT shall comply with all Federal, State, County and Municipal laws, ordinances, regulations, safety orders, resolutions and building codes relating or applicable to services to be performed under this Agreement. The laws of the State of Texas shall govern this Agreement; and venue for any action concerning this Agreement shall be in the State District Court of Dallas County, Texas. The parties agree to submit to the personal and subject matter jurisdiction of said court

## **Section 15. Default of CONSULTANT**

In the event CONSULTANT fails to comply or becomes disabled and unable to comply with the provisions of this Agreement as to the quality or character of the service or time of performance, and the failure is not corrected within ten (10) days after written notice by CITY to CONSULTANT, CITY may, at its sole discretion without prejudice to any other right or remedy:

A. Terminate this Agreement and be relieved of the payment of any further consideration to CONSULTANT except for all work determined by CITY to be satisfactorily completed prior to termination. Payment for work satisfactorily completed shall be for actual costs, including reasonable salaries and travel expenses of CONSULTANT to and from meetings called by CITY at which CONSULTANT is required to attend, but shall not include any loss of profit of CONSULTANT. In the event, of such termination, CITY may proceed to complete the services in any manner deemed proper by CITY, either by the use of its own forces or by resubletting to others.

B. CITY may, without terminating this Agreement or taking over the services, furnish the necessary materials, equipment, supplies and/or help necessary to remedy the situation, at the expense of CONSULTANT.

## **Section 16. Adjustments in Services**

No claims for extra services, additional services or changes in the services will be made by CONSULTANT without a written agreement with CITY prior to the performance of such services.

## **Section 17. Execution becomes Effective**

This Agreement will be effective upon execution of the Agreement by and between CONSULTANT and CITY.

## **Section 18. Amendments**

This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and there are no oral understandings, statements or stipulations bearing upon the meaning or effect of this Agreement which have not been incorporated herein. This Agreement may only be modified, amended, supplemented or waived by a written instrument executed by the parties except as may be otherwise provided therein.

## **Section 19. Severability.**

In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

**Section 20. Independent Contractor.**

It is understood and agreed by and between the parties that CONSULTANT, in satisfying the conditions of this Agreement, is acting independently, and that the CITY assumes no responsibility or liabilities to any third party in connection with CONSULTANT's actions. All services to be performed by CONSULTANT pursuant to this Agreement shall be in the capacity of an independent contractor, and not as an agent or employee of CITY. CONSULTANT shall supervise the performance of its services and shall be entitled to control the manner and means by which its services are to be performed, subject to the terms of this Agreement. There is no intended third party beneficiary to this Agreement.

**Section 21. Right-Of-Access.**

CITY will obtain and/or furnish right-of-access on any project site for CONSULTANT to perform any required studies, surveys, tests or other necessary investigations in relation to any Task Order. CONSULTANT will take reasonable precautions to minimize damage to the personal or real property in the performance of such surveys, tests, studies and investigations.

**Section 22. Notice.**

Any notice required or permitted to be delivered hereunder may be sent by first class mail, overnight courier or by confirmed telefax or facsimile to the address specified below, or to such other party or address as either party may designate in writing, and shall be deemed received three (3) days after delivery set forth herein:

If to CITY: (Physical Address)	City Manager City of Farmers Branch 13000 William Dodson Pkwy Farmers Branch, Texas 75234
(Mailing address):	P.O. Box 819010 Farmers Branch, Texas 75381
(With copies to):	Peter G. Smith Nichols, Jackson, Dillard, Hager & Smith, L.L.P. 500 North Akard, Suite 1800 Dallas, Texas 75201
	Stacy Wright, Environmental Services Director City of Farmers Branch 13000 William Dodson Pkwy Farmers Branch, Texas 75234
If to CONSULTANT:	James L. Machin TRC Environmental Corporation 505 E. Huntland Drive, Suite 250 Austin, Texas 78752

**Section 23. Counterparts.**

This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of any number of copies hereof each signed by less than all, but together signed by all of the parties hereto.

**Section 24. Exhibits.**

The exhibits attached hereto are incorporated herein and made a part hereof for all purposes.

**Section 25. Survival of Obligations.**

Any of the representations and obligations of the parties, as well as any rights and benefits of the parties pertaining to a period of time following the termination of this Agreement shall survive termination.

(Signature page to follow)

SIGNED AND AGREED this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

City: City of Farmers Branch, Texas

By: \_\_\_\_\_  
Gary D. Greer, City Manager

ATTEST:

\_\_\_\_\_  
Angela Kelly, City Secretary

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

SIGNED AND AGREED this 16 day of January, 2014.

Consultant: TRC Environmental Corporation

By: Michael H. McCloskey  
Name: Michael H. McCloskey  
Its: Director of Engineering  
RMD Austin  
MM

**EXHIBIT “A”**  
**SCOPE OF WORK**  
**Farmers Branch Creek Flow Study 2014**

- 1) Estimate evaporation losses from the Vitruvian Park reservoirs and the waterfall, cascading dams, and the new dam creating reservoir No. 2. Analyses will be performed on a monthly basis for 1954-2012 using TWDB quadrangle evaporation and precipitation data to estimate long-term averages, maxima, and minima. If local evaporation data are available from NWS (via TWDB), or from USACE at Lake Grapevine, those data can be used to estimate daily values for the last three years.
- 2) Develop monthly and, if possible, daily water quantity budgets needed by Addison to replenish water losses due to evaporation and/or seepage.
- 3) Perform baseflow stream discharge direct measurements of inflow and outflow from Vitruvian Park during typical winter conditions with no precipitation and low evaporation. Approved USGS stream discharge measurement equipment and techniques will be used. Measurements will be performed approximately three times per day for four consecutive days during daylight hours in January-February. Recirculation pumps will need to be turned off during the study. This task includes one training site visit for the project manager. Measurements will be performed by local TRC staff.
- 4) Using the data gathered in item number 3 and evaporation data from Lake Grapevine or other local source, estimate seepage gains or losses from the reservoirs.
- 5) Determine water quality of groundwater from the make-up-water well. Collect three samples and compare data with Chapter 307 TSWQS for stream segment 0822 (Elm Fork of Trinity River below Lake Lewisville Dam), which is the receiving water downstream from Farmers Branch Creek. In addition, hazardous metals plus iron (common in the Woodbine aquifer) will be included. Analytes will be:
  - Chloride
  - Sulfate
  - Total Dissolved Solids
  - pH (field measurement)
  - Total alkalinity
  - Total Metals: arsenic, barium, cadmium, chromium, copper, iron, lead, manganese, mercury, nickel, selenium, silver, zinc

The cost of laboratory analyses is not included. It is assumed the laboratory will bill the City directly.

- 6) Review the well log and other data regarding the existing well, other wells in the area, and the Woodbine aquifer. Use existing data to prepare calculations and models to determine if the existing water well can meet the water quality and quantity needed now and in the future.
- 7) Prepare draft and final technical memorandum summarizing the results of the study.

8) **OPTIONAL TASK:** Prepare a presentation and present to the City and/or other stakeholders.

**COST:** The work (Tasks 1-7) will be performed on a time and materials basis in accordance with the rate schedule in Exhibit 1 with a limit not to exceed \$34,760 without prior client approval. The cost of optional Task 8 is estimated at \$5,600.

**EXHIBIT 1**

<b>TRC Environmental FY 2013 Standard Rate Schedule</b>		
<b>CODE</b>	<b>TRC Labor Classification</b>	<b>Hourly Labor Rate</b>
<b>Principal/Princ. Sci./Princ. Eng.</b>		
A4	Level IV	\$260
A3	Level III	\$225
A2	Level II	\$200
A1	Level I	\$185
<b>Project Manager</b>		
B4	Level IV	\$180
B3	Level III	\$160
B2	Level II	\$140
B1	Level I	\$125
<b>Senior Scientist/Planner/Engineer</b>		
C4	Level IV	\$170
C3	Level III	\$155
C2	Level II	\$135
C1	Level I	\$110
<b>Scientist/Planner/Engineer</b>		
D4	Level IV	\$105
D3	Level III	\$90
D2	Level II	\$75
D1	Level I	\$65
<b>Designer/Technician/Inspectors</b>		
E4	Level IV	\$90
E3	Level III	\$70
E2	Level II	\$60
E1	Level I	\$40
<b>Drafting/CADD/GIS</b>		
F4	Level IV	\$105
F3	Level III	\$90
F2	Level II	\$70
F1	Level I	\$60
<b>Project Support/Clerical</b>		
G4	Level IV	\$95
G3	Level III	\$75
G2	Level II	\$60
G1	Level I	\$50
A 15% fee will be added to all non-labor costs and expenses to address client insurance, AP processing, procurement, contracting and client warrantee of performance.		
A 6% communication fee will be applied to all labor charges in lieu of separate reimbursement for computer usage, telephone, photocopying, and mailing costs. Mileage is billed at current federal rate.		
Overtime rates will apply to Project Support/Clerical Staff in conformance with applicable law.		
All TRC Rates are subject to an annual calendar year escalation.		
All TRC invoicing will apply billing rates in conformance with the TRC rate schedule in effect at the time the services are provided.		
This rate table is not to be used for Litigation or Litigation Support Services. Expert witness testimony is 2.0 X normal rates.		