



**CITY OF WAUKEE, IOWA
CITY COUNCIL MEETING COMMUNICATION**

MEETING DATE: September 7, 2021

AGENDA ITEM: Consideration of approval of a resolution approving Agreement for Professional Consulting Services with Veenstra & Kimm, Inc. [Lift Station No. 2 Rehabilitation Project]

FORMAT: Resolution

SYNOPSIS INCLUDING PRO & CON: The project is for the rehabilitation of Lift Station No. 2 located east of NW 4th Street north of W Hickman Road. The project includes replacement of the existing pumps with two submersible style pumps, replacement of wet well piping, new controls inside the control building, replacement of existing valve manhole, replacement of piping between wet well and meter manhole, replacement of check valve and painting of exposed piping in meter manhole, and construction of a storage building. This project is a part of the currently approved Capital Improvement Plan (CIP) with a total project budget of \$790,000. The project identified in the current CIP for FY 2022 is Lift Station No. 4 however due to active development in the vicinity of Lift Station No. 2, staff have moved Lift Station No. 2 up and delayed Lift Station No. 4 to FY 2025/26.

FISCAL IMPACT INCLUDING COST/BENEFIT ANALYSIS: City agrees to pay the Consultant the following sum Not-to-Exceed, including any authorized reimbursable expenses, pursuant to the Schedule of Fees set forth in Attachment 3 of the agreement.

Basic Services of the Consultant	
A. Design	\$ 70,000
B. Construction Services and Staking	<u>\$ 25,000</u>
Total	\$ 95,000

COMMISSION/BOARD/COMMITTEE COMMENT:

STAFF REVIEW AND COMMENT:

RECOMMENDATION: Approve the Resolution.

ATTACHMENTS: I. Resolution
II. Agreement for Professional Consulting Services

PREPARED BY: Beth Richardson

REVIEWED BY: Rudy Koester **RK**

PUBLIC NOTICE INFORMATION –

NAME OF PUBLICATION:

DATE OF PUBLICATION:

THE CITY OF WAUKEE, IOWA

RESOLUTION 2021-

APPROVING AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES WITH VEENSTRA & KIMM, INC. [LIFT STATION NO. 2 REHABILITATION]

IN THE NAME AND BY THE AUTHORITY OF THE CITY OF WAUKEE, IOWA

WHEREAS, the City of Waukee, Dallas County, State of Iowa, is a duly organized Municipal Organization; AND,

WHEREAS, the City desires to retain the consultant services of Veenstra & Kimm, Inc. for the Lift Station No. 2 Rehabilitation Project; AND,

WHEREAS, the scope of services include replacement of the existing pumps and two submersible style pumps, replacement of wet well piping, new controls inside the control building, replacement of existing valve manhole, replacement of piping between wet well and meter manhole, replacement of check valve and painting of exposed piping in meter manhole, and construction of a storage building;

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Waukee that the Agreement for Professional Consulting Services between Calhoun-Veenstra & Kimm, Inc. and the City of Waukee, Iowa [Lift Station No. 2 Rehabilitation project] is hereby approved.

Passed by the City Council of the City of Waukee, Iowa, and approved the 7th day of September, 2021.

Courtney Clarke, Mayor

Attest:

Rebecca D. Schuett, City Clerk

RESULTS OF VOTE:	AYE	NAY	ABSENT	ABSTAIN
Anna Bergman Pierce				
R. Charles Bottenberg				
Chris Crone				
Larry R. Lyon				
Ben Sinclair				

AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

Lift Station No. 2 Rehabilitation

City Project No. _____

This Agreement is made and entered into this ____ day of _____, 2021, by and between City of Waukee, a municipal corporation, hereinafter referred to as "City," and Veenstra & Kimm, Inc., (Fed. ID # 42-1137727), an Iowa corporation incorporated and licensed under the laws of the State of Iowa, party of the second part, hereinafter referred to as "Consultant" as follows:

THE CITY HEREBY AGREES TO RETAIN THE CONSULTANT FOR THE PROJECT AS DESCRIBED IN THIS AGREEMENT AND CONSULTANT AGREES TO PERFORM THE PROFESSIONAL SERVICES AND FURNISH THE NECESSARY DOCUMENTATION FOR THE PROJECT AS GENERALLY DESCRIBED IN THIS AGREEMENT.

1. SCOPE OF SERVICES

Services provided under this Agreement shall be as further described in Attachment 1, Scope of Services.

2. SCHEDULE

The schedule of the professional services to be performed shall conform to the Schedule set forth in Attachment 2. Any deviations from the Schedule shall be approved by the authorized City representative. The City agrees that the Consultant is not responsible for delays arising from a change in the scope of services, a change in the scale of the Project or delays resulting from causes not directly or indirectly related to the actions of the Consultant.

3. COMPENSATION

A. In consideration of the professional services provided herein, the City agrees to pay the Consultant the following sum NOT-TO-EXCEED, including any authorized reimbursable expenses, pursuant to the Schedule of Fees set forth in Attachment 3.

I. Basic Services of the Consultant	
A. Design	\$ <u>70,000.00</u>
B. Construction Services and Staking	\$ <u>25,000.00</u>
C.	\$ _____
Total	\$ <u>95,000.00</u>

B. The Consultant shall invoice the City monthly for services, any reimbursable expenses and any approved amendments to this Agreement, based upon services actually completed at the time of the invoice. Final payment shall be due and payable within 30

days of the City's acceptance of Consultant's submission of final deliverables in accordance with the Scope of Services.

- C. In consideration of the compensation paid to the Consultant, the Consultant agrees to perform all professional services to the satisfaction of the City by performing the professional services in a manner consistent with that degree of care and skill ordinarily exercised by members of Consultant's profession currently practicing under similar circumstances. If the performance of this Agreement involves the services of others or the furnishing of equipment, supplies, or materials, the Consultant agrees to pay for the same in full.

4. INSURANCE

- A. Consultant understands and agrees that Consultant shall have no right of coverage under any and all existing or future City comprehensive, self or personal injury policies. Consultant shall provide insurance coverage for and on behalf of Consultant that will sufficiently protect Consultant or Consultant' representative(s) in connection with the professional services which are to be provided by Consultant pursuant to this Agreement, including protection from claims for bodily injury, death, property damage, and lost income. Consultant shall provide worker's compensation insurance coverage for Consultant and all Consultant's personnel. Consultant shall file applicable insurance certificates with the City, and shall also provide evidence of the following additional coverage.
- B. The Consultant shall provide evidence of comprehensive general liability coverage and contractual liability insurance by an insurance company licensed to do business in the State of Iowa in the limits of at least \$1,000,000 each personal injury accident and/or death; \$1,000,000 general aggregate personal injury and/or death; and \$1,000,000 for each property damage accident. The evidence shall designate the City as an additional insured, and that it cannot be canceled or materially altered without giving the City at least thirty (30) days written notice by registered mail, return receipt requested.
- C. The Consultant shall also provide evidence of automobile liability coverage in the limits of at least \$1,000,000 bodily injury and property damage combined. The evidence shall designate the City as an additional insured, and that it cannot be cancelled or materially altered without giving the City at least thirty (30) days written notice by registered mail, return receipt requested.
- D. The Consultant shall provide evidence of professional liability insurance, by an insurance company licensed to do business in the State of Iowa, with minimum limits of at least \$2,000,000 per claim and in the aggregate for claims arising out of the professional liability of the Consultant. Consultant shall provide City written notice within five (5) days by registered mail, return receipt requested of the cancellation or material alteration of the professional liability policy.

E. Failure of Consultant to maintain any of the insurance coverages set forth above shall constitute a material breach of this Agreement.

5. NOTICE

Any notice to the parties required under this agreement shall be in writing, delivered to the person designated below, by United States mail or in hand delivery, at the indicated address unless otherwise designated in writing.

FOR THE CITY:

Name: City of Waukee
Attn: Rudy Koester
Title: Director of Public Works
Address: 230 W. Hickman Road
City, State: Waukee, IA 50263

FOR THE CONSULTANT:

Name: Veenstra & Kimm, Inc.
Attn: Jordan Kappos
Title: Project Engineer
Address: 3000 Westown Parkway
City, State: West Des Moines, IA 50266

6. GENERAL COMPLIANCE

In the conduct of the professional services contemplated hereunder, the Consultant shall comply with applicable state, federal, and local law, rules, and regulations, technical standards, or specifications issued by the City. Consultant must qualify for and obtain any required licenses prior to commencement of work, including any professional licenses necessary to perform work within the State of Iowa.

7. STANDARD OF CARE

Services provided by the Consultant under this Agreement shall be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

8. INDEPENDENT CONTRACTOR

Consultant understands and agrees that the Consultant and Consultant's employees and representatives are not City employees. Consultant shall be solely responsible for payment of salaries, wages, payroll taxes, unemployment benefits, or any other form of compensation or benefit to Consultant or Consultant's employees, representatives or other personnel performing the professional services specified herein, whether it be of a direct or indirect nature. Further, it is expressly understood and agreed that for such purposes neither Consultant nor Consultant's employees, representatives or other personnel shall be entitled to any City payroll, insurance, unemployment, worker's compensation, retirement, or any other benefits whatsoever.

9. NON-DISCRIMINATION

Consultant will not discriminate against any employee of applicant for employment because of race, color, sex, national origin, religion, age, handicap, or veteran status. Consultant will, where appropriate or required, take affirmative action to ensure that applicants are employed, and that employees are treated, during employment, without regard to their race, color, sex, or national origin, religion, age, handicap, or veteran status. Consultant will cooperate with the City in using Consultant's best efforts to ensure that Disadvantaged Business Enterprises are afforded the maximum opportunity to compete for subcontracts of work under this Agreement.

10. HOLD HARMLESS

Consultant agrees to indemnify and hold harmless the City, its officers, agents, and employees from any and all claims, settlements and judgments, to include all reasonable investigative fees, attorney's fees, and court costs for any damage or loss which is due to or arises from a breach of this Agreement, or from negligent acts, errors or omissions in the performance of professional services under this Agreement and those of its sub consultants or anyone for whom Consultant is legally liable.

11. ASSIGNMENT

Consultant shall not assign or otherwise transfer this Agreement or any right or obligations therein without first receiving prior written consent of the City.

12. APPROPRIATION OF FUNDS

The funds appropriated for this Agreement are equal to or exceed the compensation to be paid to Consultant. The City's continuing obligations under this Agreement may be subject to appropriation of funding by the City Council. In the event that sufficient funding is not appropriated in whole or in part for continued performance of the City's obligations under this Agreement, or if appropriated funding is not expended due to City spending limitations, the City may terminate this Agreement without further compensation to the Consultant. To the greatest extent allowed by law, the City shall compensate Consultant as provided in Section 18(6) of this Agreement.

13. AUTHORIZED AMENDMENTS TO AGREEMENT

A. The Consultant and the City acknowledge and agree that no amendment to this Agreement or other form, order or directive may be issued by the City which requires additional compensable work to be performed if such work causes the aggregate amount payable under the amendment, order or directive to exceed the amount appropriated for this Agreement as listed in Section 3, above, unless the Consultant has been given a written assurance by the City that lawful appropriation to cover the costs of the additional work has been made.

B. The Consultant and the City further acknowledge and agree that no amendment to this Agreement or other form, order or directive which requires additional compensable work to be performed under this Agreement shall be issued by the City unless funds are available to pay such additional costs, and the Consultant shall not be entitled to any additional compensation for any additional compensable work performed under this Agreement. The Consultant expressly waives any right to additional compensation, whether in law or equity, unless prior to commencing the additional work the Consultant was given a written amendment, order or directive describing the additional compensable work to be performed and setting forth the amount of compensation to be paid, such amendment, order or directive to be signed by the authorized City representative. It is the Consultant's sole responsibility to know, determine, and ascertain the authority of the City representative signing any amendment, directive or order.

14. OWNERSHIP OF CONSULTING DOCUMENTS

All sketches, tracings, plans, specifications, reports, and other data prepared under this Agreement shall become the property of the City; a reproducible set shall be delivered to the City at no additional cost to the City upon completion of the plans or termination of the services of the Consultant. All drawings and data shall be transmitted in a durable material, with electronic files provided when feasible to do so. The Consultant's liability for use of the sketches, tracings, plans, specifications, reports, and other data prepared under this Agreement shall be limited to the Project.

15. INTERPRETATION

No amendment or modification of this Agreement shall be valid unless expressed in writing and executed by the parties hereto in the same manner as the execution of the Agreement. This is a completely integrated Agreement and contains the entire agreement of the parties; any prior written or oral agreements shall be of no force or effect and shall not be binding upon either party. The laws of the State of Iowa shall govern and any judicial action under the terms of this Agreement shall be exclusively within the jurisdiction of the district court for Dallas County, Iowa.

16. COMPLIANCE WITH FEDERAL LAW

To the extent any federal appropriation has or will be provided for the Project, or any federal requirement is imposed on the Project, Consultant agrees that Consultant will comply with all relevant laws, rules and regulations imposed on City and/or Consultant necessary for receipt of the federal appropriation. Consultant shall provide appropriate certification regarding Consultant's compliance.

17. SOLICITATION AND PERFORMANCE

- A. The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Consultant, to solicit or secure this Agreement, and that the Consultant has not paid or agreed to pay any company or person other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift or contingent fee.
- B. The Consultant shall not engage the services of any person or persons in the employ of the City at the time of commencing such services without the written consent of the City.

18. SUSPENSION AND TERMINATION OF AGREEMENT

- A. The right is reserved by the City to suspend this Agreement at any time. Such suspension may be effected by the City giving written notice to the Consultant, and shall be effective as of the date established in the suspension notice. Payment for Consultant's services shall be made by the City for services performed to the date established in the suspension notice. Should the City reinstate the work after notice of suspension, such reinstatement may be accomplished by thirty (30) days written notice within a period of six (6) months after such suspension, unless this period is extended by written consent of the Consultant.
- B. Upon ten (10) days written notice to the Consultant, the City may terminate the Agreement at any time if it is found that reasons beyond the control of either the City or Consultant make it impossible or against the City's interest to complete the Agreement. In such case, the Consultant shall have no claims against the City except for the value of the work performed up to the date the Agreement is terminated.
- C. The City may also terminate this Agreement at any time if it is found that the Consultant has violated any material term or condition of this Agreement or that Consultant has failed to maintain workers' compensation insurance or other insurance provided for in this Agreement. In the event of such default by the Consultant, the City may give ten (10) days written notice to the Consultant of the City's intent to terminate the Agreement. Consultant shall have ten (10) days from notification to remedy the conditions constituting the default.
- D. In the event that this Agreement is terminated in accordance with paragraph C of this section, the City may take possession of any work and may complete any work by whatever means the City may select. The cost of completing said work shall be deducted from the balance which would have been due to the Consultant had the Agreement not been terminated and work completed in accordance with contract documents.
- E. The Consultant may terminate this Agreement if it is found that the City has violated any material term or condition of this Agreement. In the event of such default by the City, the Consultant shall give ten (10) days written notice to the City of the Consultant's intent to terminate the Agreement. City shall have ten (10) days from notification to remedy the conditions constituting the default.

19. TAXES

The Consultant shall pay all sales and use taxes required to be paid to the State of Iowa on the work covered by this Agreement. The Consultant shall execute and deliver and shall cause any sub-consultant or subcontractor to execute and deliver to the City certificates as required to permit the City to make application for refunds of said sales and use taxes as applicable. The City is a municipal corporation and not subject to state and local tax, use tax, or federal excise taxes.

20. SEVERABILITY

If any portion of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, the remaining portions of this Agreement shall continue in full force and effect.

21. MISCELLANEOUS HEADINGS

Title to articles, paragraphs, and subparagraphs are for information purposes only and shall not be considered a substantive part of this Agreement.

22. FURTHER ASSURANCES

Each party hereby agrees to execute and deliver such additional instruments and documents and to take all such other action as the other party may reasonably request from time to time in order to effect the provisions and purposes of this Agreement.

23. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall constitute an original document, no other counterpart needing to be produced, and all of which when taken together shall constitute the same instrument.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers or agents on the day and year first above written.

CONSULTANT

CITY OF WAUKEE

By: _____
Name: Jordan Kappos
Title: Project Engineer

By: _____
Courtney Clarke, Mayor

ATTACHMENT 1
SCOPE OF SERVICES

The work to be performed by the *Consultant* under this agreement shall encompass and include detailed work, services, materials, equipment and supplies necessary to complete analysis and design for the project.

1. **SCOPE OF PROJECT.** It is understood and agreed that the Project shall consist of the following improvements:
 - a. Rehabilitation of Lift Station No. 2 located east of NW 4th Street north of W Hickman Road.
 - b. Rehabilitation includes replacement of the existing pumps with two submersible style pumps, replacement of wet well piping, new controls inside the control building, replacement of existing valve manhole, replacement of piping between wet well and meter manhole, replacement of check valve and painting of exposed piping in meter manhole, and construction of a storage building.
It is further understood and agreed that the scope of the Project may be modified by mutual agreement of the parties hereto.
2. **DESIGN SURVEYS.** The Engineers shall complete all topographic surveys necessary for design of the Project and preparation of the plans and specifications.
3. **DESIGN CONFERENCE.** The Engineers shall attend a conference with the Owner, if necessary, to make decisions as to the details of design of the Project.
4. **PLANS AND SPECIFICATIONS.** The Engineers shall prepare such detailed plans and specifications as are reasonably necessary and desirable for construction of the Project. The specifications shall describe, in detail, the work to be done, materials to be used and the construction methods to be followed. Preliminary plans and specifications shall be submitted to the Owner for review prior to completion of preparation of final plans and specifications. Final plans and specifications shall be submitted to the Owner complete and ready for bidding.
5. **PERMITS AND LICENSES.** The Engineers shall provide copies of the plans and specifications for review by the Iowa Department of Natural Resources, and shall assist in obtaining the necessary construction permits for the Project. Any fees for the construction permits shall be paid by the Owner and said costs shall not be charged against the Engineers' fees.

6. **ESTIMATE OF COST.** The Engineers shall prepare an estimate of cost for each construction contract. The estimate of cost shall be based on the Engineers' best knowledge at the time of preparation of the estimate of cost. The Engineers shall not be responsible if the construction contract awarded for the Project varies from the Engineers' estimate of cost. The Engineers shall advise and assist the City, if necessary, in adjusting the scope and extent of the Project to allow the Project to be constructed within available budget limitations.
7. **ADVERTISEMENT FOR BIDS.** The Engineers shall assist in the preparation of the notice to contractors and shall provide plans and specifications to prospective bidders. Publication costs shall be borne by the Owner.
8. **COSTS OF PLANS AND SPECIFICATIONS.** The Owner shall compensate the Engineers for the actual costs of the plans and specifications provided contractors, plan rooms and suppliers during project bidding. The costs shall be reduced by the amount of non-refundable plan deposits collected by the Engineers. The costs of plans shall be separate from the fee provisions under "**3. COMPENSATION**".
9. **ENGINEERS' NOTICE.** In addition to the official publication to be published in the newspaper by the Owner, the Engineers shall prepare an Engineers' Notice and mail it at least three days before the publication in the newspaper. Said Engineers' Notice shall be mailed to contractors and subcontractors, plan rooms and suppliers from listings assembled by the Engineers from previous projects. The Owner shall have the right to inspect the list prior to mailing and delete any names it may deem to be in its best interest. It is understood and agreed that the Engineers' Notice is unofficial and is provided as a special service to prospective bidders, plan rooms and suppliers. It is also understood that the services include preparation and distribution of addenda to the Project.
10. **AWARD OF CONTRACT.** The construction work included in the Project shall be bid at no more than four lettings. The Engineers shall have a representative present when the bids and proposals are opened and shall prepare a tabulation of bids for the Owner and shall advise as to the responsiveness of the bidders, and assist in making the award of contract. After the award is made, the Engineers shall prepare the necessary contract documents. During the bidding phase, the Engineers shall advise the Owner of the responsiveness of each proposal submitted. The Engineers shall not be responsible for advising the Owner as to the responsibility of any bidder.
11. **GENERAL SERVICES DURING CONSTRUCTION.** The Engineers shall provide general services during construction including:
 - a. The Engineer shall conduct a preconstruction conference attended by representatives of the Owner, Engineer, and contractor to discuss details of the Project.
 - b. Consult with and advise Owner.

- c. Provide visits to the site during construction.
- d. Assist contractor in interpretation of plans and specifications.
- e. Review drawings and data of manufacturers.
- f. Coordinate and review work of testing laboratories for compaction and concrete test.
- g. Process and certify payment estimates of the contractor to the Owner.
- h. Prepare amendments to the contract documents, as necessary, to show major changes made during construction.

- 12. CONSTRUCTION STAKING.** Construction staking is understood to mean the establishment of required bench mark and base lines for location, elevation and grade for construction.

Construction staking is also understood to mean providing the City with as-constructed coordinates of the tops of manholes and structures.

- 13. FINAL REVIEW SERVICES.** The Engineers shall make a final review after construction is complete to determine that the construction is substantially in compliance with the plans and specifications. The Engineers shall certify to the Owner that construction is substantially in compliance with the plans and specifications.
- 14. PROJECT RECORDS.** After completion of construction, the Engineers shall provide the Owner with two complete sets of plans and specifications showing the final construction of the Project. The Engineers shall provide to the Owner, copies of relevant reports and documentation relating to the Project.

ATTACHMENT 2
PROJECT SCHEDULE

The time of completion of the scope of services under this Agreement shall be as follows:

Notice to Proceed	September 7, 2021
Topographic Survey	September 2021
Design	December 2021
Easements	December 2021
Construction Documents	December 2021
Bid Letting	January 2022
Construction	March 2022 – September 2022

ATTACHMENT 3
SCHEDULE OF FEES

CONSULTANT'S 2021 STANDARD HOURLY RATE SCHEDULE

VEENSTRA & KIMM, INC.
HOURLY RATES BY EMPLOYEE
CLASSIFICATION
(Effective July 2021)

Management I.....	\$186.00
Management II.....	180.00
Process Engineer I.....	203.00
Client Services I	180.00
Client Services V	70.00
Funding Specialist.....	110.00
Engineer I-A.....	186.00
Engineer I-B.....	176.00
Engineer I-C.....	167.00
Engineer I-D.....	160.00
Engineer II-A.....	152.00
Engineer II-B.....	143.00
Engineer III-A.....	134.00
Engineer III-B.....	128.00
Engineer III-C.....	125.00
Engineer IV.....	121.00
Engineer V.....	113.00
Engineer VI.....	106.00
Engineer VII.....	101.00
Engineer VIII.....	98.00
Engineer IX.....	91.00
Engineer X.....	83.00
Engineer XI.....	75.00
Engineer XII.....	67.00
Design Technician I.....	107.00
Design Technician II.....	96.00
Architect.....	114.00
Planner I.....	117.00
Planner II.....	78.00
Planner III.....	72.00
Drafter IA.....	107.00
Drafter IB.....	100.00
Drafter II.....	94.00
Drafter III.....	88.00
Drafter IV.....	79.00
Drafter V.....	70.00
Drafter VI.....	63.00
Drafter VII.....	56.00
Clerical I.....	79.00

Clerical II.....	70.00
Clerical III.....	60.00
Clerical IV	53.00
Clerical V	44.00
Construction Manager	180.00
Surveyor I	127.00
Surveyor II	112.00
Technician I	93.00
Technician II	86.00
Technician III	79.00
Technician IV	77.00
Technician V	71.00
Technician VI.....	65.00
Technician VII.....	54.00
Technician VIII.....	47.00
Technician IX	39.00
Building Inspector I	178.00
Building Inspector I-A.....	119.00
Building Inspector II	94.00
Building Inspector III	75.00

REIMBURSABLES AND EQUIPMENT RATES

Robotics.....	35.00
GPS	35.00
Leica Total Station.....	25.00
Total Station Robotics	20.00
Tablet	45.00
Fluoroscope.....	50.00
4-Wheeler	50.00
Drone	75.00
Mileage	IRS Rate

REIMBURSABLE EXPENSES

1. All materials and supplies used in the performance of work on this project will be billed at cost.
2. Auto mileage will be reimbursed per the standard mileage reimbursement established by the Internal Revenue Service.
3. Charges for outside services such as soils and materials testing, fiscal, legal will be billed at their invoice.
4. All other direct expenses will be invoiced at cost.