



PROFESSIONAL SERVICES AGREEMENT

BETWEEN City of Craig, CO

AND

RealTerm Energy US, L.P.

FOR THE CONVERSION OF PUBLIC STREETLIGHTING TO LED

1. PARTIES

This contract (hereinafter referred to as the "Agreement") is made and entered into on this ____ day of _____, 2024, by and between the City of Craig, with a mailing address of, 300 W 4th Street Craig, CO 81625 (hereinafter referred to as the "City"); and RealTerm Energy US, L.P., a Delaware limited partnership, with a mailing address of 201 West Street, Annapolis, MD 21401 (hereinafter referred to as the "Consultant".)

WHEREFORE, the Consultant has responded to the City’s request to submit a preliminary technical and budgetary proposal for streetlight conversion services on April 18, 2023. And the City and Consultant referred to as “Parties”.

WHEREFORE, the committee designated by the City to evaluate the proposal deemed the Consultant’s technical and budgetary proposal the most highly advantageous for the scope of services requested.

WHEREFORE, the City has relied on the presentation made by the Consultant in addition to the respective proposal.

NOW THEREFORE, in exchange for the good and valuable consideration described herein, the receipt and sufficiency of which are hereby acknowledged, the City and the Consultant agree to be bound by the terms and conditions contained in this Agreement as follows:

2. SCOPE OF WORK

In consideration of the mutual promises contained herein and the payment terms set forth in Section 4 of this Agreement, the Consultant shall perform services as described below:

2.1. **Task 1 – GIS Streetlight Audit:** Undertake a Geographic Information Systems (GIS) audit of the City’s existing roadway luminaires, park lights, and/or parking lot lights.

- a) The Consultant will compile an inventory of the existing public streetlights via a Geographic Information Systems (GIS) inventory assessment. The Consultant will collect and report on the following attributes:

Table 2.1.

GPS Location (XY coordinates)	Pole Setback
Street Name	Pole Material
Data Collection Date	Road Width
Luminaire Type	Road Classification
Lamp Wattage	Pedestrian Activity ¹
Mounting Height	Pole Usage

¹ RP-8-2021 refers to “Pedestrian Conflict”, as a level of pedestrian activity in the first hour after dark, with the following ranges:
- Low activity is fewer than 10 pedestrians per block in the first hour (normally a residential area)
- Medium activity is between 11 and 100 pedestrians per block in the first hour
- High activity is over 100 pedestrians per block in the first hour (normally a City area)

Arm Length	Visible problems that may affect the project (tree trimming, transformer present, primary wire, high reach, inaccessible by vehicle)
Connection Location (overhead or ground)	General Comments

Please note, the ANSI/IES RP-8-21, *Recommended Practice for Lighting Roadway, and Parking Facilities*, are the industry standard guidelines used for conducting photometric designs.

- b) Through the inventory assessment process, the Consultant will provide progress updates on a weekly basis and prepare any requested interim reports and review and address with the City all relevant issues, on a timely basis, in order to minimize any delay on the possible conversion of the public streetlighting.
- c) The Consultant will produce an electronic inventory map using ESRI’s online mapping system (“Map”) and will provide the City with unlimited access to the Map upon completion of the GIS Streetlight Audit. The Client shall review and if acceptable to the City approve the Map within thirty (30) days of delivery. The Consultant shall not proceed with the next tasks without the City’s approval of the Map. The GIS data will be accessible through common GIS software, web-based ArcGIS Online, Google Earth KMZ and exportable to Microsoft Excel.
- d) Unless otherwise stated or agreed, this Agreement excludes the GIS audit of all other outdoor lighting including but not limited to sport fields lighting, exterior building lighting, aesthetic landmark lighting etc. for which a separate agreement may be required, and additional pricing will apply.

2.2. Task 2 – Feasibility Study: Provide a Feasibility Study Report.

The Consultant will use the Audit data collected to provide suitable market material and labor rates and 1-1 educated design replacements (focused on estimated market rates at the time of Report development) to create a customizable Feasibility Study Report (“Report”) that will aid in the City's decision to proceed with the next project phase. The following will be included in the Report.

- a) Estimated baseline energy use and operating costs.
- b) Estimated post-acquisition and LED upgrade energy use and operating costs.
- c) Summary of post-acquisition maintenance options and estimated costs.
- d) Budgetary estimates based on market data of Yampa Valley Electric Association Inc.’s streetlight assets located within the City (if available).
- e) Review of financing options available to the City.
- f) Summary of rebates available for conversion of streetlight assets to LED (if applicable).
- g) A budgetary cost-benefit analysis including calculation of estimated total conversion cost, energy reduction, savings, return on investment, and project payback period.
- h) Estimated 20-year projected savings and cash flows.
- i) Project scenarios including both a photocell and smart control option.
- j) Estimated costs for disconnect/separation from Yampa Valley Electric Association Inc. grid. If separation requirements are not available/known, Consultant will depict separation costs using fuse kits.
- k) Calculation of Greenhouse Gas (GHG) reduction.
- l) Recommendation of next steps and estimated timeline should the City decide to proceed with municipalization.

The Report shall be submitted to the City for review and approval.

Once the Report is completed and approved, the City will consider whether to proceed with municipalization. Should the City elect to proceed with municipalization, Task 3 to 12 shall be included as part of Phase II for the turnkey LED streetlighting conversion project.

2.3. Task 3 – Assistance and Support with Municipalization Agreements with Utilities:

- a) The Consultant will assist the City with utility related negotiations and purchase for the acquisition and separation undertaking.
- b) The Consultant will review the collected data and GIS Inventory and the Separation Study findings (if available/applicable) and make practical recommendations on the best methods to separate the electrical system. Implementation of best practical recommendations consist of:
 - I. A list of several standard demarcation types that can be applied to a location. It is proposed that the lighting system be broken down into sections that are based on electrical circuit diagrams provided by the utility and the inventory data provided.
 - II. The goal of the Consultant will be to work with the existing system infrastructure as much as possible.

2.4. Task 4 – Selection of Equipment Manufacturer(s) and Installer(s):

- a) Selection of equipment
 - i. The Consultant shall evaluate relevant streetlight products using a competitive purchasing process, involving non-proprietary performance specifications describing applicable photometric, electrical, physical, and durability characteristics of the luminaires and related products, to recommend the most suitable supplier(s). The evaluation will also include a summary of which products meet Dark Sky requirements. The Consultant shall conduct this process with specific reference to local roadway conditions. The City shall approve the luminaires based on the Consultant's recommendation and on the specifications required by the City.
 - i. The Consultant shall manage the competitive purchasing process.
 - ii. The Consultant shall provide an evaluation report summarizing the technical and financial criteria of recommended streetlight products. Timing and schedule for the delivery of the evaluation report will be provided following the City's decision to proceed with municipalization.
- b) Selection of installer(s)
 - iii. Through the City's competitive purchasing process, the Consultant will develop detailed installation specifications to engage a firm, authorized by the electric utility which provides service to the City, to work on their grid and install the light fixtures. It is understood by the Parties that the selected installer shall be a subcontractor of the Consultant and not of the City, and as such shall contract directly with and be managed by the Consultant.

2.5. **Task 5 – Photometric Design:** Perform a comprehensive lighting design analysis to determine luminaire selection.

- a) The design analysis and the determination of adequate light levels for safety of pedestrians, cyclists, and vehicles shall be performed in accordance with the Illuminating Engineering Society (IES) Standard for Roadway Lighting (RP-8) or, where applicable, in accordance with such other standards or criteria as the parties may mutually agree in writing. Consultant will use commercially reasonable efforts to identify the locations that the RP-8 standards will or will not be met in its design recommendations to the City based on pole placement and the selected fixtures, however, absent negligent acts or omissions by the Consultant in making its design analysis, Consultant will not have any liability to the City or any third party for the failure by the ultimate lighting system installed to meet any specific performance standard or lighting requirement, as the City acknowledges that Consultant does not guaranty the performance of any particular lighting installation or fixture, nor can it reasonably anticipate such performance in all possible locations and conditions. The City recognizes that existing pole placement limits the degree to which IES standards may be met.
- b) Lighting designs through photometric modelling shall be performed for each materially unique roadway application that display similar roadway layout and lighting asset conditions. Roadway segments or individual lights that cannot be formally designed using the aforementioned method, shall be specified using best practices for the roadway conditions on-site.

2.6. **Task 6 - Smart Control Consultation:** The Consultant will advise the City on the use of available lighting control systems in terms of impact on safety, standardization, potential energy cost savings and total life cycle cost of the system. The Consultant may also propose to the City any other value-add systems and discuss with the City the financial impact, commercial readiness, and alignment with utility policies.

2.7. **Task 7 – Investment Grade Audit Report:** Provide an Investment Grade Audit (IGA) Report.

- a) Based on the inventory assessment, utility bill analysis, and consultation on controls and/or other products, the Consultant shall prepare an IGA Report; a comprehensive analysis, adequate for the purpose of obtaining financing, should the City decide to do so, which, apart from the inventory attributes previously mentioned, shall include:
 - i. Recommendations on how to address identified serious deficiencies (such as those relating to existing electrical or infrastructure layout) in the current streetlighting network along with the Consultant’s best estimate of associated additional costs. The City will direct the Consultant on how to address these issues before the procurement of equipment and installation stages commence.
 - ii. Baseline energy use, energy cost and operations and maintenance costs.
 - iii. Estimated retrofit energy use and operations and maintenance costs.
 - iv. Sources of funding, including any available rebate programs.
 - v. Calculation of estimated total conversion cost, energy and maintenance cost reduction, and payback.

- b) A comparative analysis of all viable options including but not limited to the following:
 - vi. Status quo - do not replace light fixtures and continue reliance on the utility to maintain the existing system.
 - vii. Ownership of all existing fixtures, replace existing fixtures including installation of new fuses and rewiring where necessary.
- c) The IGA Report shall be submitted to the City for review and approval. The Consultant shall not proceed with the following tasks without the City's approval of the IGA Report. Timing and schedule for the delivery of the IGA report will be provided following the City's decision to proceed with municipalization.

2.8. Task 8 – Procurement Services:

- a) Equipment
 - i. With written direction from the City, the Consultant shall procure and carry out all services related to ordering, delivery, receipt, verification, and inspection of all equipment purchases, including inventory control throughout the installation process.
- b) Installer(s)
 - ii. The Consultant shall procure and carry out all services related to the purchase of installation services. The selected installer shall have all of the qualifications required by the Colorado Public Utilities Commission. The Consultant shall certify that all contractors working streetlights meet all safety training and certification requirements and maintain general and liability insurance as agreed upon between the Consultant and the City.

2.9. Task 9 – Assistance with Rebate / Incentive Application(s): With the assistance of, and on behalf of the City, the Consultant will apply on behalf of the City for all available grants and rebates relating to the LED conversion project (if any).

2.10 Task 10 – Project Management / Construction Administration: Perform project management functions including oversight of the LED luminaire installation and the recycling/disposal of the replaced streetlight equipment.

The following tasks will be performed:

- i. Hold installation launch meeting
- ii. Provide installation schedule
- iii. Manage data on installations and provide a weekly status update of the project
- iv. Field quality control, inclusive of a sampling of spot-checks on installed lights to ensure proper installation procedures are being followed, especially at project onset

2.11 Task 11 – Electricity Billing Changes: The Consultant will work with the utility companies to submit the final inventory and will ensure that the utility billing correctly reflects the updated inventory including updated demand and consumption values.

2.12 Task 12 – Commissioning Documents: Following completion of Tasks 1 to 11, the Consultant will provide the City a copy of the Commissioning Documentation which will include the following:

- a) GPS/GIS Streetlight Installation Summary Report (Final Installation Report)
- b) Fixture Specifications

- c) Recycling Certificate
- d) Confirmation of utility supplier billing update
- e) Warranty Service Request System Overview
- f) Equipment Warranties
- g) Request for City Feedback and Testimonial
- h) Post Project Customer Care and Company Information

3 PROJECT COMMENCEMENT

- a) The Consultant will schedule a kickoff meeting with the City to be held within two (2) weeks of the City's execution of the Agreement.
- b) The City may authorize in writing changes in the scope, extent or character of the services provided under this Agreement and the time and cost for completion will be adjusted by mutual agreement and submitted to the Parties for approval.

4 PAYMENT TERMS

- a) Payment shall be based upon completion of the GIS Auditing Services (Task 1) on a per fixture fee basis and the Feasibility Study Report (Task 2) as a lump sum payment. The Consultant agrees to perform the services on that basis. Schedule B provides pricing breakdown and payment schedule. Unless reasonably contested by the City, Invoices will be due and payable within 30 days of receipt.
- b) Payment for Tasks 3 to 12 shall be determined upon the results of the Feasibility Study Report and the decision by the City to move forward or not with municipalization. An addendum to schedule B will be negotiated and signed as applicable.

5 INTEREST ON LATE PAYMENT

Payments due and unpaid under the Agreement shall bear interest from the date payment is due at the prime rate of interest reported by the Wall Street Journal (or if more than one such rate is reported, by the average of such rate) plus one percent, or the maximum rate permitted by law in the jurisdiction where the Project is located, whichever is greater.

6 TERMINATION

- a) Either Party may terminate this Agreement at any time for cause after giving the other Party written notice with 10 business days to cure the same, provided, however that if the default in question cannot reasonably be cured within such ten (10) business days, then so long as the defaulting party commences cure within ten (10) business days and continues to use commercially reasonable efforts to pursue such cure, then such default shall not be deemed a default hereunder.
- b) If the Consultant elects to terminate this Agreement for cause, the City shall be obliged to compensate the Consultant for all services rendered as of the date of notice of termination.
- c) If the City elects to terminate this Agreement for cause, the City shall not be obliged to compensate Consultant for services rendered as of the date of notice of termination other than payments previously made by the City for services rendered prior to such date.
- d) Termination for Convenience. Either party may terminate this agreement at any time by providing advance written notice of not less than 30 days to the other party.

If the City terminates for convenience, the City will pay the Consultant for all outstanding payments for work completed to date within a 30-day period of the cancelation notice.

7 DISPUTE RESOLUTION

Any controversy or claim arising out of or related to this Agreement, which cannot be resolved between the Parties shall be resolved in an arbitration to be held before an arbitrator mutually agreeable to both Parties. This agreement shall be governed by and construed in accordance with the laws of the State of Colorado, notwithstanding its conflict of law principles.

8 QUALIFICATIONS

The Consultant represents that it currently holds and will continue to hold during the term hereof, any and all qualifications, licenses and certifications required to perform its services in the State of Colorado. The Consultant shall perform all services in accordance with professional standards, applicable to Consultant's offering the same or similar type services (if applicable).

9 USE OF DOCUMENTS

All documents, reports, data, studies, estimates and other work material developed under this Agreement shall be the property of the City and shall be promptly delivered to the City in a form compatible with the City's software or other records management systems. All data collected shall be disclosed only to the City's authorized representatives, at the direction of the City.

10 SUBCONTRACTORS

The Consultant shall be fully responsible for the acts and omissions of any subcontractors and of persons both directly or indirectly employed by it and shall hold subcontractors to the same terms and conditions as the Consultant is held under this Agreement. No subcontractors shall be retained on this Agreement without the specific prior written approval of the City. Subcontractors shall not be deemed employees of the City under any circumstances and the Consultant assumes full responsibility for payment of compensation, taxes and all other benefits due and payable to all such personnel involved in performing services under this Agreement.

11 SUCCESSORS AND ASSIGNMENT

The City and Consultant are hereby bound to this Agreement and to the successors of the other party in respect of all covenants, agreements and obligations of this Agreement, subject only to the appropriation of sufficient funds to fulfill the City's obligations hereunder. Neither the City nor Consultant may assign, sublet or transfer any rights under or interest in this Agreement without the written consent of the other party, unless mandated by law. No assignment will release or discharge the assignor from any duty or responsibility under this Agreement, unless expressly provided otherwise in a written consent to assignment.

12 INSURANCE

The Consultant shall purchase and maintain insurance in accordance with Schedule A attached hereto, including Workers' Compensation, Employers' Liability, Commercial General Liability, Property Insurance, Automobile Liability and Professional Liability Insurance. The City shall be named as an additional insured and loss payee on the liability policies, as their interest may appear, with respect to the work performed by the Consultant.

13 INDEMNIFICATION

The Consultant will indemnify and hold harmless the City, its officers, agents and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the negligent performance of the Agreement by the Consultant, its officials, employees, agents and subcontractors. To the extent permitted by law, the City will indemnify and hold harmless the Consultant, its officers, agents and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the City's negligent performance under the Agreement.

Any obligation of the City to indemnify pursuant to this Agreement shall not be deemed or construed to operate in practical effect to waive any defense, immunity, or limitation of liability which may be available to the City, its officers, agents or employees, under the tort laws of Colorado or any other privileges or immunities which may be provided by law.

14 LIMITATION OF LIABILITY

Notwithstanding anything to the contrary herein, the Parties acknowledge and agree that the Consultant's liability for any damages or claims hereunder shall be limited solely to the greater of (a) the amount of any compensation to be paid to Consultant hereunder or (b) the amount of any insurance proceeds (net of any deductible) available to Consultant under the policies maintained by Consultant in accordance with the terms and provisions of this Agreement.

15 CONFLICT OF INTEREST

The Consultant will represent the City and not suppliers, avoiding both the appearance, as well as any actual conflict of interest. Any subsequent disclosure of a conflict of interest after this Agreement is made, but which existed at the time of proposal submission, will be grounds for termination. The City acknowledges and agrees that the Consultant's involvement in, or providing of, any lease-purchase financing shall not be considered a conflict of interest.

16 COMPLIANCE WITH LAWS

Consultant shall at all times conduct its business affairs relating to this Agreement in compliance with all applicable laws.

17 NOTICES

All notices, requests, demands or other communications to or from the parties hereto shall be in writing and shall be given by overnight delivery service, by hand delivery, telecopy or e-mail to the addressee as follows:

(i) If to the Consultant:
RealTerm Energy US, L.P.

Attention: Paul Vesel
Phone: (413) 695 - 0045
E-mail: pvesel@realtermenergy.com

(ii) If to the City:

Attention: _____
Phone: _____
Email: _____

18 AMENDMENTS

This Agreement may not be and shall not be deemed or construed to have been modified, amended, rescinded or canceled in whole or in part, except by written instrument signed by the Parties hereto which makes specific reference to this Agreement, and which specifies that this Agreement is being modified, amended, rescinded or canceled.

19 SEVERABILITY

If any provision of this Agreement shall be declared invalid or illegal for any reason whatsoever, then, notwithstanding such invalidity or illegality, the remaining terms and provisions of this Agreement shall remain in full force and effect in the same manner as if the invalid or illegal provision had not been contained herein.

20 WAIVERS

No failure on the part of either Party to exercise, and no delay in exercising, any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy hereunder preclude any other or a future exercise thereof or the exercise of any other right or remedy granted hereby, or by any related document, or by law. Any failure of a Party to comply with any obligation contained in this Agreement may be waived by the Party entitled to the benefit thereof only by a written instrument duly executed and delivered by the Party granting such waiver, which instrument makes specific reference to this Agreement and the provision to which it relates and describes the right or obligation consented to, waived or purported to be violated.

21 ENTIRE AGREEMENT

This Agreement its schedules, appendices, addenda, attachments, Proposal Report, Feasibility Report and the Investment Grade Audit Report represent and contain the entire agreement between the Parties. Prior discussions or verbal representations by the Parties that are not contained in this Agreement its schedules, appendices and attachments, nor within the Investment Grade Audit Report, are not a part of this Agreement. Where there is any conflict between the provisions of this Agreement and the provisions of any attachment or the Investment Grade Audit Report, the provisions of this Agreement shall control.

22 COUNTERPARTS

This Agreement may be signed in any number of counterparts, each of which is an original, and all of which taken together constitute one single document.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representative's effective as of the date and year first above written.

By: RealTerm Energy US, L.P., a Delaware limited partnership

By: RealTerm Energy US, LLC, its General Partner

By: _____

Name:

Title:

Date: _____

By: City of Craig, CO

By: _____

Name:

Title:

Date: _____

SCHEDULE A
INSURANCE REQUIREMENTS

INSURANCE COVERAGES

The Consultant agrees that it shall, at all times during the term of this Agreement, maintain in full force and effect, the following insurance coverage:

- 1) **Commercial General Liability Insurance** with limits of five million dollars (\$5,000,000) per occurrence and general aggregate for each (i) bodily injury and property damage, (ii) personal injury and advertising injury liability, and (iii) products and completed operations. The policy shall also include contractual liability and a standard separation of insureds or cross liability provision, as would be achieved under the standard ISO CGL form. The City shall be named as an additional insured, as their interests may appear, as respects operations performed by Consultant.
- 2) **Automobile Liability Insurance** to cover liability for the ownership, maintenance and use of all owned, hired, or non-owned vehicles, for a combined single limit for bodily injury and property damage in an amount of one million dollars (\$1,000,000) per accident.
- 3) **Workers Compensation** coverage in an amount not less than statutory requirements and Employer's Liability Insurance in an amount of not less than \$1,000,000 each accident for bodily injury by accident, each employee for bodily injury by disease and policy limit for bodily injury by disease.
- 4) **Property Insurance** to cover Consultant's personal property, or property considered to be in its care, custody, and control.
- 5) **Professional Liability** Insurance with limits of \$250,000 per claim, and \$500,000 general aggregate.

CONDITIONS OF INSURANCE

- A. In order to meet the required minimum limits of the Liability Insurance, it is permissible for the Consultant to combine an umbrella liability policy with the primary liability policy, at the discretion of the Consultant.
- B. Policies shall be issued by insurers approved to do business in the jurisdiction where the City is located.
- C. The Consultant shall be responsible for deductible amounts under its insurance policies, except where otherwise provided.
- D. Prior to commencement of the Work and upon the renewal, or extension of each policy of insurance required herein, the Consultant shall promptly provide the City with a certificate of insurance.

SCHEDULE B

PRICING BREAKDOWN AND PAYMENT SCHEDULE

Task	Estimated Unit Price	Unit Basis	Quantity	Estimated Total	Billing/Payment Method
Task 1 GIS Audit	\$14.80	Per Fixture Rate	726 (estimate)	\$10,744.80	Payment to be made within 5 days of the City's final decision on whether to proceed or not with municipalization. Total amount to be paid no later than 9 months after the effective date of this Agreement.
Task 2 Feasibility Study	\$49,000.00	Lump Sum	1	\$49,000.00	
Total:				\$59,744.80	

- If the City decides not to move forward with municipalization, then the total amount of the services rendered for Tasks 1 and 2 shall be paid to RealTerm Energy (RTE). The payment must be made to RTE for Task 1 & 2 no later than 9 months from the effective date of this Agreement, regardless of whether a decision on municipalization has been made by the City.
- Financing options may be available to the City and/or RTE to fund the LED project. If the City of Craig funds the project, payment will be made by the City to RTE. If RTE finances the project, the payment may be rolled into the financing structure (final approach to be determined, terms and conditions to be discussed). An amendment will be included to this contract (if applicable).

**Phase 2
City Proceeds with Municipalization**

Task	Estimated Pricing	Billing/Payment Method
Task 3 Assistance & Support with Municipalization	TBD / Per fixture fee Based on Feasibility Study Results An addendum will be provided to this agreement following the City of Craig's decision to proceed with municipalization, which would include confirmed pricing for the next project Phase 2.	Task Completion Upon delivery of the initial IGA Report but payment due no later than 30 days following receipt of the related invoice
Task 4 Selection of Equipment and Installer(s)		
Task 5 Photometric Design		
Task 6 Smart Control Consultation		
Task 7 Investment Grade Audit Report		

Task 8 (a) Procurement of equipment	TBD / based on % gross margin*	Fixture and/or related equipment delivery to site, installer or other designated warehouse.
Task 8 (b) Procurement of installer	TBD / based on % gross margin*	Percentage of completion based on percentage of fixtures installed. Payment terms are net 30 days
Task 9 Assistance with Rebate / Incentives		
Task 10 Project Management		
Task 11 Electricity Billing Changes		
Task 12 Final Commissioning	N/A	N/A

*Gross margin will be applicable on materials and installation labor invoiced by the respective suppliers. If the gross margin is "x%", the calculation to determine the dollar equivalent of the gross margin will be "Cost of supplier invoice"/(1-"x%")-"Cost of supplier invoice". The same calculation would apply for all materials and installation labor invoices.

Notes for Tasks 1 and 2:

- A field assessment of the infrastructure has been included as part of the Feasibility Study.
- GIS Audit cost would be billed on final quantity audited and based on the final unit price. In the event that the inventory assessment exceeds twenty percent (20%) of the number of budgeted fixtures in the proposal, the Consultant will seek a written approval by the Client to proceed with the inventory assessment process.
- Up to 95 hours of Engineering/Consulting hours (Engineering Consultant) and up to 12 hours of legal consultation (K&F) are included in the above lump sum price for the Feasibility Study.
- Additional hours, if required (depending upon client requests and/or field findings) and approved by City, would be billed at an hourly rate, as per the hourly rate table below. Final rates may be subject to review at the time of project execution.

Category	Hourly Rate
Engineering Consultant (Project Engineer)	\$300.00
Engineering Consultant (Project Manager)	\$260.00
Engineering Consultant (Sr. Advisor)	\$310.00
Kissinger & Fellman (Consultant Lawyer)	\$320.00

- Applicable taxes are not included in the prices depicted in this schedule B. Taxes may not apply if the City is tax exempt.