

AGREEMENT FOR SMART GRID PLANNING STUDY

THIS AGREEMENT is entered into this 18th day of October, 2017, by and between the **CITY OF OCALA**, a Florida municipal corporation ("City") and **POWER SYSTEM ENGINEERING, INC.**, a Florida registered, foreign Wisconsin corporation (EIN: 39-1204386), located at 1532 W. Broadway, Madison, WI 53713 ("Consultant").

WHEREAS:

The City of Ocala issued a Request for Proposals on May 4, 2017, for **RFP# ELE/17-032: Smart Grid Planning Study**.

Power System Engineering, Inc. responded, and was the highest ranked of the eight responding firms scored by a City evaluation committee. The Consultant was subsequently selected as the intended awardee for the smart grid planning study.

NOW THEREFORE, in consideration of the matters set forth above (which are incorporated herein by reference), the parties hereto agree as follows:

1. **SERVICES.** Consultant will complete the smart grid planning study for the City as described, and pursuant to the scope of service set forth on the attached **Exhibit A – Scope of Work**, and **Exhibit B – Consultant Proposal**, within this Agreement; and underlying RFP# ELE/17-032. The contract, and all exhibits, hold precedence over the RFP documents.
2. **COMPENSATION.** City shall pay Consultant for the performance of the work, and in accordance with the contract documents, a total lump sum amount of **\$47,500 (FORTY-SEVEN THOUSAND, FIVE HUNDRED DOLLARS AND 00/100 CENTS)** for the smart grid planning study, based on the pricing set forth in **Exhibit B**. Travel expenses will be billed to the City at cost, except for the meal per diem rate of \$64.00 per day. All expenses must be approved in advance by the City Project Manager. Additional services requested and approved by the City will be based on the rate schedule in **Exhibit C – Additional Services Pricing**.
3. **TERM & TERMINATION.** This Agreement shall begin on **July 18, 2017** and terminate at the end of the business day on **July 17, 2022**. Consultant must fully complete and provide all deliverables to the City for the smart grid planning study by **March 1, 2018**. During

the length of the Agreement, the Consultant will, at the written request of the City, provide additional services related to the smart grid implementation using the rates in **Exhibit C**. Either party may terminate this Agreement immediately upon default or breach by the other party, if said party remains in default or breach after receiving written notice and fails to cure such default or breach within thirty (30) days of said notice. Termination of this Agreement shall have no effect upon the rights of the parties that accrued prior to termination.

4. **CHANGE IN SCOPE.** Should the City and Consultant mutually agree to a change in the scope of services being provided during the term of this Agreement, an agreed to price adjustment shall be set forth in a written amendment to this Agreement.
5. **PERFORMANCE EVALUATION.** At the end of the contract, the City may evaluate the Consultant's performance. This evaluation will become public record.
6. **CONTRACT FULFILLMENT.** Consultants who enter into an Agreement with the City of Ocala and fail to complete the contract term, for any reason, will be subject to future bidding suspension for one (1) year, and up to a possible three (3) year bid debarment for serious contract failures.
7. **CONSULTANT REPRESENTATIONS.**
 - A. The Consultant has examined and carefully studied the Contract Documents and the other related data.
 - B. The Consultant is familiar with and is satisfied as to all federal, state, and local laws and regulations that may affect cost, progress, and performance of the Work.
 - C. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
8. **METHOD OF COMPENSATION.** In consideration for providing the City with the services described in this contract, the City will compensate the Consultant as noted in **Section 2** and detailed in **Exhibit B** and **Exhibit C** as follows:
 - A. The City will pay Consultant a total lump sum amount for the study as noted in **Section 2**, and **Exhibit B**. Travel, or services provided beyond the initial study, will be billed per actual cost for travel, or per hourly rates for service listed in **Exhibit C**. Payments

will be made monthly on a percentage basis of the project completed as approved, invoiced and agreed to by the City. The allowability of compensation sought under this Contract is expressly made subject to the terms of this Contract, and any pertinent federal and state law.

- B. Consultant shall invoice the City monthly for ALL work for the preceding calendar month, regardless of the amount of days worked. Invoices for this Agreement will be prepared by Consultant, and submitted through the responsible City Project Manager at: **City of Ocala Electric Utility, Jeff Trauth, 1805 NE 30th Avenue, Bldg. 400, Ocala, FL 34470, JTrauth@ocalafl.org**. Finished work and invoices must be reviewed and agreed upon by City of Ocala Project Manager; this review and agreement shall not be unreasonably withheld, conditioned, or delayed. The City contract number must be listed on the submitted invoice along with an assigned invoice number and invoice date. Please indicate any payment discount terms on the invoice. One original of the invoice should be included with the submission.
- C. The City reserves the right to withhold payment for work not completed, or services completed unsatisfactorily, or work deemed inadequate or untimely by the City. Any payment withheld will be released and paid to Consultant promptly when work is subsequently performed to the City's satisfaction.

9. MISCELLANEOUS INSURANCE PROVISIONS.

- A. Severability of Interests. Consultant shall arrange for its liability insurance to include General Liability, Business Automobile Liability, and Excess/Umbrella Insurance, or be endorsed to include, a severability of interests/cross liability provision, so that the "City of Ocala" (where named as an additional insured) will be treated as if a separate policy were in existence, but without increasing the policy limits.
- B. Insurance Requirements. These insurance requirements shall not relieve or limit the liability of Consultant. The City does not in any way represent that these types or amounts of insurance are sufficient or adequate to protect Consultant's interests or liabilities, but are merely minimums. No insurance is provided by the City under this contract to cover Consultant. No work shall be commenced under this contract until the required Certificate(s) have been provided. Work shall not continue after expiration (or cancellation) of the Certificate and shall not resume until new Certificate(s) have

been provided. Insurance written on a "Claims Made" form is not acceptable without City of Ocala Risk Management consultation.

- C. Deductibles. Consultant's deductibles/self-insured retentions shall be disclosed to the City and may be disapproved by the latter. Consultant is responsible for the amount of any deductible or self-insured retention.
- D. Certificates. Consultant shall provide a Certificate of insurance, issued by an agency authorized to do business in the State of Florida and with an A.M. Best rating* of at least an A, showing the "City of Ocala" as an Additional Insured for General Liability, and Business Automobile Liability insurance. The City of Ocala, Procurement Department, 110 SE Watula Ave, Ocala, FL 34471 should be shown as the Certificate Holder, and for providing for required thirty (30) day cancellation notice.

*Non-rated insurers must be pre-approved by the City Risk Manager.

- E. Failure to Maintain Coverage. In the event Consultant fails to disclose each applicable deductible/self-insured retention or obtain or maintain in full force and effect any insurance coverage required to be obtained by Consultant under this Agreement, Consultant shall be considered to be in default of this Agreement.

10. LIABILITY INSURANCE. General liability insurance, with combined single limits of not less than \$1,000,000 per occurrence, shall be provided and maintained by the Consultant. The only aggregate limit acceptable is a "project aggregate" and the Certificate must show an appropriate endorsement (ISO CG2501 or equal).

A. If the Commercial General Liability form is used:

- 1) Coverage A - shall include premises, operations, products and completed operations, independent contractors, contractual liability covering this contract and broad form property damage coverage.
- 2) Coverage B - shall include personal injury.
- 3) Coverage C - medical payment, is not required.

B. If the Comprehensive General Liability form is used, it shall include at least:

- 1) Bodily Injury and Property Damage liability for premises; operations; products and completed operations; independent contractors; and property damage resulting from explosion, collapse, or underground (XCU) exposures.

11. **BUSINESS AUTO LIABILITY.** Business Auto Liability insurance shall be provided by Consultant with combined single limits of not less than \$1,000,000 per occurrence and is to include bodily injury and property damage liability arising out of operation, maintenance, or use of any auto including owned, non-owned, and hired automobiles.
12. **WORKERS' COMPENSATION.** Consultant shall purchase and maintain Workers' Compensation insurance for statutory requirements and employer's liability limits of at least \$1,000,000 each accident, and \$1,000,000 each employee, \$1,000,000 policy limit for disease. Consultant shall be responsible for ensuring any subcontractor has statutory coverage. City need not be named as an Additional Insured, but a subrogation waiver endorsement is required.
13. **PROFESSIONAL LIABILITY.** Consultant shall provide proof of Professional Liability Insurance, which covers the company and their agents with limits of at least \$1,000,000 written by an insurer who possesses and A.M. Best rating of at least an "A".
14. **E-VERIFY.** In accordance with Executive Order 11-116, Consultant shall utilize the U.S. Agency of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the employment eligibility of all employees hired during the term of this Agreement. Consultant shall also require all subcontractors performing work under this Agreement to utilize the E-Verify system for any employees they may hire during the term of this Agreement.
15. **SAFETY/ENVIRONMENTAL.** Consultant is responsible always for precautions to achieve the protection of all persons including employees and property. The Consultant shall make special effort to detect hazardous conditions and shall take prompt action where necessary to avoid accident, injury or property damage. EPA, DEP, OSHA, and all other applicable safety laws and ordinances shall be followed as well as American National Standards Institute Safety Standards. All hazardous spills, accidents, injuries or claims or potential claims shall be reported promptly to the City Risk Management Department.
16. **INDEPENDENT CONTRACTOR STATUS.** City expressly acknowledges the Consultant is an independent contractor. Nothing in this Agreement is intended, nor shall be construed, to create an agency relationship, a partner or partnership, an employer/employee relationship, a joint venture relationship, or any other relationship allowing the City to

exercise control or discretion over the manner or method by which Consultant performs hereunder.

17. **ACCESS TO FACILITIES.** City will provide Consultant with access to the Facilities to permit Consultant to meet its obligations hereunder.
18. **ASSIGNMENT.** Neither party may assign this Agreement or the rights and obligations thereunder to any third party without the prior express written approval of the other party, which shall not be unreasonably withheld.
19. **NON-EXCLUSIVITY.** Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Consultant. This Contract shall not restrict City from acquiring similar, equal or like goods and/or services, or executing additional contracts from other entities or sources.
20. **PUBLIC RECORDS.** The Consultant shall comply with all applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. Specifically, the Consultant shall:
 - A. Keep and maintain public records required by the public agency to perform the service.
 - B. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
 - C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Consultant does not transfer the records to the public agency.
 - D. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the Consultant or keep and maintain public records required by the public agency to perform the service. If the Consultant transfers all public records to the public agency upon completion of the contract, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the contract, the Consultant shall meet all applicable

requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: CITY OF OCALA, OFFICE OF THE CITY CLERK; 352-629-8266; E-mail: clerk@ocalafl.org; City Hall, 110 SE Watula Avenue, Ocala, FL 34471.

21. **TAX EXEMPTION.** City is exempt from all federal excise and state sales taxes (State of Florida Consumer's Certification of Exemption 85-8012621655C-9). The City's Employer Identification Number is 59-60000392. Consultant doing business with City will not be exempted from paying sales tax to its suppliers for materials to fulfill contractual obligations with the City, nor will Consultant be authorized to use City's Tax Exemption Number for securing materials listed herein.
22. **EXCESS FUNDS.** Any party receiving funds paid by City under this Agreement shall promptly notify City of any funds erroneously received upon the discovery of such erroneous funds receipt. Any such excess funds shall be refunded to City within thirty (30) days, or must include interest calculated from the date of the erroneous payment or overpayment at the interest rate for judgments at the highest rate as allowed by law.
23. **AUDIT.** Consultant shall comply and cooperate immediately with any inspections, reviews, investigations, or audits relating to this Agreement as deemed necessary by the Florida Office of the Inspector General, the City's Internal or External auditors or by any other Florida official with proper authority.
24. **PUBLICITY.** Consultant shall not use City's name, logo, seal or other likeness in any press release, marketing materials, or other public announcement without City's prior written approval.

25. **CONFLICT OF INTEREST.** Consultant must have disclosed with the submission of their bid, the name of any officer, director, or agent who may be employed by the City. Consultant must disclose the name of any City employee who owns, directly or indirectly, any interest in Consultant or any affiliated business entity. Any additional conflicts of interest that may occur during the contract term must be disclosed to the City of Ocala Procurement Department.
26. **NON-DISCRIMINATORY EMPLOYMENT PRACTICES.** During the performance of the contract, the Consultant agrees to not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, marital status, familial status, sexual orientation or veteran status and will take affirmative action to ensure that an employee or applicant is afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to: recruitment, employment, termination, rates of pay or other forms of compensation and selection for training or retraining, including apprenticeship and on-the-job training.
27. **PUBLIC ENTITY CRIMES.** Consultant on its behalf and its affiliates agrees and affirms that it has not been placed on the convicted vendor list following a conviction of a public entity crime as provided for in Section 287.133(2)(a), Florida Statutes, which states that a person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases or real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO, for a period of 36 months from the date of being placed on the convicted vendor list.
28. **DEFAULT.** This Agreement is critical to the City and the City reserves the right to immediately cancel either in whole or in part any portion of this Agreement due to failure of the Consultant to carry out any obligation, term, or condition of the Agreement. The City will issue a written notice of default effective immediately and not deferred by any interval of time. Default shall be any act or failure to act on the part of the Consultant

including, but not limited to, any of the following:

- A. Consultant fails to adequately perform the services set forth in the specifications of the Agreement;
- B. Consultant fails to complete the work required within the time stipulated in the Agreement; and
- C. Consultant fails to make progress in the performance of the Agreement and/or gives the City reason to believe that the Consultant will not or cannot perform to the requirements of the Agreement.

29. REMEDIES/OPPORTUNITY TO CURE. If Consultant defaults on any provision of this Agreement, City may, at its sole discretion, give written notice to Consultant detailing Consultant's violations and giving Consultant an opportunity to cure the default. If such violation is not corrected to the reasonable satisfaction of City within the time required by the City to cure the default, after the date of notice of violation, the City may, without further notice, declare Consultant to be in breach of this Agreement and pursue all remedies available at law or equity, including termination of this Agreement without further notice and all rights of Consultant hereunder.

Notwithstanding City's termination of the Agreement, Consultant shall remain liable to City for damages, costs, or attorney's fees arising prior to such termination. In case of default, the City reserves the right to hire another Consultant to complete the required work in accordance with the needs of the City. City may recover any actual excess costs from the Consultant by: (a) Deduction from an unpaid balance, or (b) Any other remedy as provided by law.

30. TERMINATION FOR CONVENIENCE. City may, at any time and for any reason, terminate Consultant's services and work at City's convenience. Upon receipt of such notice, Consultant shall, unless the notice directs otherwise, immediately discontinue the work and placing of orders for materials, facilities and supplies in connection with the performance of this Agreement. Upon such termination, Consultant shall be entitled to payment only as follows: (1) the actual cost of the work completed in conformity with this Agreement; plus, (2) such other costs incurred by Consultant as permitted by the contract and approved by City.

31. **WAIVER.** The failure or delay of any party at any time to require performance by another party of any provision of this Agreement, even if known, shall not affect the right of such party to require performance of that provision or to exercise any right, power or remedy hereunder. Any waiver by any party of any breach of any provision of this Agreement should not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right, power or remedy under this Agreement. No notice to or demand on any party in any circumstance shall, of itself, entitle such party to any other or further notice or demand in similar or other circumstances.
32. **FORCE MAJEURE.** Neither party shall be responsible for damages or delays caused by Force Majeure or other events beyond the reasonable control of the party and which could not reasonably have been anticipated or prevented. For purposes of this Agreement, Force Majeure includes, but is not limited to, adverse weather conditions, floods, epidemics, war, riot, lockouts, and other industrial disturbances; unknown site conditions, accidents, sabotage, fire loss of or failure to obtain permits, unavailability of labor, materials, fuel, or services; court orders; acts of God; acts, orders, laws, or regulations of the Government of the United States or the several states, or any foreign country, or any governmental agency. If Force Majeure occurs, the parties shall mutually agree on the terms and conditions upon which services may continue.
33. **SEVERABILITY OF ILLEGAL PROVISIONS.** Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under the applicable law. Should any portion of this Agreement be declared invalid for any reason, such declaration shall have no effect upon the remaining portions of this Agreement.
34. **INDEMNITY.** Consultant shall indemnify City and its elected officials, employees and volunteers against, and hold City and its elected officials, employees and volunteers harmless from, all damages, claims, losses, costs, and expenses, including reasonable attorneys' fees, which City or its elected officials, employees or volunteers may sustain, or which may be asserted against City or its elected officials, employees or volunteers, arising out of the activities contemplated by this Agreement including, without limitation, harm or personal injury to third persons during the term of this Agreement to the extent attributable to the actions of Consultant, its agents, and employees.

35. NO WAIVER OF SOVEREIGN IMMUNITY. Nothing herein is intended to waive sovereign immunity by the City to which sovereign immunity may be applicable, or of any rights or limits of liability existing under Florida Statute § 768.28. This term shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until any proceeding brought under this Agreement is barred by any applicable statute of limitations.

36. NOTICES. All notices, certifications or communications required by this Agreement shall be given in writing and shall be deemed delivered when personally served, or when received if by facsimile transmission with a confirming copy mailed by registered or certified mail, postage prepaid, return receipt requested. Notices can be concurrently delivered by email. All notices shall be addressed to the respective parties as follows:

If to Consultant:

Power System Engineering, Inc.
Erik Sonju, Vice President
Utility Automation & Communications
1532 W. Broadway
Madison, WI 53713
Phone: 608-268-3501
Fax: 608-222-9378
Email: sonjue@powersystem.org

If to City of Ocala:

Tiffany Kimball, Contracting Officer
110 SE Watula Avenue, 3rd Floor
Ocala, Florida 34471
Phone: 352-629-8366
Fax: 352-690-2025
Email: tkimball@ocalafl.org

Copy to:

Patrick G. Gilligan, Esquire
Gilligan, Gooding, Franjola & Batsel, P.A.
1531 SE 36th Avenue
Ocala, Florida 34471
Phone: 352-867-7707

Fax: 352-867-0237

Email: pgilligan@ocalalaw.com

37. **ATTORNEYS' FEES.** If any civil action, arbitration or other legal proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees, sales and use taxes, court costs and all expenses reasonably incurred even if not taxable as court costs (including, without limitation, all such fees, taxes, costs and expenses incident to arbitration, appellate, bankruptcy and post-judgment proceedings), incurred in that civil action, arbitration or legal proceeding, in addition to any other relief to which such party or parties may be entitled. Attorneys' fees shall include, without limitation, paralegal fees, investigative fees, administrative costs, sales and use taxes and all other charges reasonably billed by the attorney to the prevailing party.
38. **JURY WAIVER.** IN ANY CIVIL ACTION, COUNTERCLAIM, OR PROCEEDING, WHETHER AT LAW OR IN EQUITY, WHICH ARISES OUT OF, CONCERNS, OR RELATES TO THIS AGREEMENT, ANY AND ALL TRANSACTIONS CONTEMPLATED HEREUNDER, THE PERFORMANCE HEREOF, OR THE RELATIONSHIP CREATED HEREBY, WHETHER SOUNDING IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, TRIAL SHALL BE TO A COURT OF COMPETENT JURISDICTION AND NOT TO A JURY. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY. NEITHER PARTY HAS MADE OR RELIED UPON ANY ORAL REPRESENTATIONS TO OR BY ANY OTHER PARTY REGARDING THE ENFORCEABILITY OF THIS PROVISION. EACH PARTY HAS READ AND UNDERSTANDS THE EFFECT OF THIS JURY WAIVER PROVISION.
39. **GOVERNING LAW.** This Agreement is and shall be deemed to be a contract entered and made pursuant to the laws of the State of Florida and shall in all respects be governed, construed, applied and enforced in accordance with the laws of the State of Florida.

40. **JURISDICTION AND VENUE.** The parties acknowledge that a majority of the negotiations, anticipated performance and execution of this Agreement occurred or shall occur in Marion County, Florida. Any civil action or legal proceeding arising out of or relating to this Agreement shall be brought only in the courts of record of the State of Florida in Marion County or the United States District Court, Middle District of Florida, Ocala Division. Each party consents to the exclusive jurisdiction of such court in any such civil action or legal proceeding and waives any objection to the laying of venue of any such civil action or legal proceeding in such court and/or the right to bring an action or proceeding in any other court. Service of any court paper may be effected on such party by mail, as provided in this Agreement, or in such other manner as may be provided under applicable laws, rules of procedures or local rules.
41. **REFERENCE TO PARTIES.** Each reference herein to the parties shall be deemed to include their successors, assigns, heirs, administrators, and legal representatives, all whom shall be bound by the provisions hereof.
42. **MUTUALITY OF NEGOTIATION.** Consultant and City acknowledge that this Agreement is a result of negotiations between Consultant and City, and the Agreement shall not be construed in favor of, or against, either party because of that party having been more involved in the drafting of the Agreement.
43. **SECTION HEADINGS.** The section headings herein are included for convenience only and shall not be deemed to be a part of this Agreement.
44. **RIGHTS OF THIRD PARTIES.** Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or because of this Agreement on any persons other than the parties hereto and their respective legal representatives, successors and permitted assigns. Nothing in this Agreement is intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement, nor shall any provision give any third persons any right of subrogation or action over or against any party to this Agreement.
45. **AMENDMENT.** No amendment to this Agreement shall be effective except those agreed to in writing and signed by both parties to this Agreement.
46. **COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall

be an original and all of which shall constitute the same instrument.

47. **ELECTRONIC SIGNATURE(S).** Consultant, if and by offering an electronic signature in any form whatsoever, will accept and agree to be bound by said electronic signature to all terms and conditions of this Agreement. Further, a duplicate or copy of the Agreement that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original Agreement for all purposes.

48. **ENTIRE AGREEMENT.** This Agreement, including exhibits, (if any) constitutes the entire Agreement between the parties hereto with respect to the subject matter hereof. There are no other representations, warranties, promises, agreements or understandings, oral, written or implied, among the Parties, except to the extent reference is made thereto in this Agreement. No course of prior dealings between the parties and no usage of trade shall be relevant or admissible to supplement, explain, or vary any of the terms of this Agreement. No representations, understandings, or agreements have been made or relied upon in the making of this Agreement other than those specifically set forth herein.

49. **CONTRACT DOCUMENTS.** The contract documents that comprise the entire Agreement between the City and Consultant are made a part hereof, and are listed as exhibits. There are no contract documents other than those listed below. If there is a conflict in terms between this Agreement and the contract documents, then the terms of this Agreement will control over the terms of the contract documents listed below.

If there is a conflict within the exhibits regarding scope of service, the order of precedence is as follows: (1) Exhibit A, (2) Exhibit B, then (3) Exhibit C.

Exhibit A: Scope of Work (A-1 through A-4)

Exhibit B: Consultant Proposal (B-1 through B-10)

Exhibit C: Additional Services Pricing (C-1)

50. **LEGAL AUTHORITY.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth above.

ATTEST:

CITY OF OCALA

Angel B. Jacobs
City Clerk

Brent R. Malever
City Council President

Approved as to form and legality:

POWER SYSTEM ENGINEERING, INC.

Patrick G. Gilligan
City Attorney

Erik S. Songer
Vice President or higher



ACCEPTED BY CITY COUNCIL

DATE: July 18, 2017
OFFICE OF THE CITY CLERK

Consultant shall research and analyze the City of Ocala Electric Utility's current technological infrastructure and deliver a five-year plan that will set the foundation and direct the implementation for a successful Smart Grid.

Consultant and all representatives of the Consultant shall be required to pass a Level II background screening which includes fingerprinting. The City shall be responsible for conducting the background check. The selected Consultant's project team and that of any sub-consultants, will be required to sign a non-disclosure agreement with the City of Ocala.

SPECIFICATIONS.

A. Current Infrastructure.

1. The consultant will meet with each division of City to determine:
 - a. Current hardware being utilized
 - b. All software and programs being utilized
 - c. Status of the Advanced Metering Infrastructure (AMI)
 - d. Status of the Meter Data Management (MDM) System
 - e. Status of the SCADA (Supervisory Control and Data Acquisition) Network
 - f. City's current means of reliability and asset monitoring.
2. Consultant will review and analyze the information to determine City's current infrastructure and what steps are required to ensure City has the technological foundation to implement Smart Grid technologies. The consultant will determine:
 - a. City's current data routing and/or gaps in data flow
 - b. Use of any redundant and/or unneeded software programs
 - c. Software or programs that are necessary for the Smart Grid foundation
 - d. If a software or program can streamline the amount of different software and programs City currently utilizes
 - e. Capabilities of AMI and data flow between divisions
 - f. Capabilities of MDM and data flow between divisions
 - g. Capabilities of the SCADA network

- h. City's needs for improving reliability and asset monitoring
- 3. The Consultant will conduct a meeting with City by November 1, 2017 to present and deliver the following:
 - a. The status of City's current technological infrastructure to include a data flow diagram of all software and programs as well as from the AMI and MDM
 - b. City's requirements for implementing a Smart Grid to include:
 - i. Hardware
 - ii. Software and programs
 - iii. Cost effectiveness/ Return on Investment
 - iv. Any software or programs that can be streamlined
 - v. Optimum data utilization of the AMI and MDM
 - vi. Optimum utilization of the SCADA network
 - vii. Approximate financial costs associated with the implementation of the technological infrastructure for the Smart Grid
 - viii. Use of encryption technology for communication between all field devices to the point of network connection with firewall or other network communication equipment within physically secured facilities.
 - ix. Use of an isolated network (fiber, wireless, cellular...) for all Smart Grid Field devices.
 - x. Information will be delivered both electronically and printed.

B. System Plan Document

- 1. Consultant will develop a five (5) year Capital Improvement Plan Document which plans the implementation of Smart Grid Components.
- 2. The 5-Year Capital Improvement Plan document will cover Fiscal Year 2019 through Fiscal Year 2023 and include a phased approach for implementation with focus on:
 - a. Automation

- b. System reliability including but not limited to:
 - i. Outage locations
 - ii. Self-healing circuits
 - iii. Voltage levels
 - iv. Var control
 - c. Asset Management including but not limited to:
 - i. Transformer loading
 - ii. Lighting management
 - d. Efficient and effective use of data sharing between divisions
 - e. Efficient and effective use of data from the AMI and MD
 - f. Efficient and effective use of the SCADA Network
3. Consultant will conduct a meeting with City to collect feedback on the draft report and incorporate into the final document
4. The System Plan will include the following (at a minimum):
- a. Planning criteria and assumptions
 - b. Implementation plan
 - c. Cost effectiveness/ Return on Investment
 - d. Basic financial assumptions for each fiscal year
 - e. Analysis and mitigation proposals for cyber security risks associated with any of the proposed Smart Grid hardware/software/connectivity.
5. The printed report will be delivered both electronically and as a bound and printed document by March 1, 2018.

C. Additional Services

1. The Consultant shall provide additional services related to its smart grid implementation, as needed and requested by the City, during the five (5) year term of the Agreement. Such services will not be conducted until authorized by the City as mutually agreed upon between the City and the Consultant. The City

will be billed for such additional services based on the direct hourly labor rates as set forth in **Exhibit C – Additional Services Pricing** and any direct out-of-pocket expenses associated with such additional work. Alternatively, the City and the Consultant may negotiate a separate all-inclusive fee for each additional scope of service requested. Such additional services may include but not are limited to:

- a. Periodic updates of the 5-Year plan of new technologies and or methodologies as the plan is executed
- b. Preparing and/or assisting with the preparation of documentation for procurement
- c. Additional meetings and/or presentations related to Smart Grid implementation

4 Staffing Plan

All Project Team members have the capacity and availability to perform according to the schedule – contact information is in the table below. Some project team members may be more involved during certain times of the project versus others, depending on their subject of expertise, and stage of the project. For instance, Kyle Kopczyk will be heavily involved during the AMI assessment stage but much less so when, as an example, communications infrastructure is being assessed. Rick Schmidt will be dedicated throughout the entire project as Project Manager and technical review of all aspects of Smart Grid planning. Sarah Genschaw will be dedicated throughout the entire project as Project Coordinator, ensuring the proper resources are available when needed. All persons listed in the table below are authorized to give and support information, both in writing and oral presentation; however, Sarah Genschaw will be the main point of contact to ensure all information is documented and preserved correctly.

**Exhibit B -
Consultant Proposal**

CONTRACT# ELE/17-032

<i>Power System Engineering, Inc. Project Team</i>				
<i>Name</i>	<i>Project Role</i>	<i>Email</i>	<i>Phone</i>	
Sarah Genschaw - Project Coordinator	Main Project Contact, Technical Writer, RFI/RFP Administration	genschaws@powersystem.org	608-268-3529	Madison office
Rick Schmidt VP - Utility Automation & Communications	Project Manager and Technical Review of all Aspects	schmidtr@powersystem.org	608-268-3502	Madison office
Kyle Kopczyk - Utility Automation Consultant	AMI, MDM, and DRM SME	kopczykk@powersystem.org	608-268-3539	Madison office
Nick Orndorff - Senior DMS Automation Consultant	SCADA, DMS and OMS SME	orndorffn@powersystem.org		Minneapolis office
Jim Weikert - Lead Utility Automation Consultant	SCADA/DA, Field Devices SME	weikertj@powersystem.org	608-268-3556	Madison office
Charles Plummer - Director of Communications Infrastructure	Communications Infrastructure and Strategic Planning	plummerc@powersystem.org	608-268-3533	Madison office
Logan Suhr - GIS Analyst	GIS and Mapping	suhrl@powersystem.org	608-268-3534	Madison office

The specific tasks PSE will complete are detailed below.

5.1 Current Infrastructure

1. **Project Initiation:** The first step in the project will be to prepare for and hold a project kick-off conference call and web meeting. PSE will create a PowerPoint presentation that will walk the team through topics such as project schedule, project methodology, team roles, team communications, and deliverables by PSE. We will discuss general items and initial perspectives including OEU's goals and targets (general or specific) for customer service, reliability, efficiency, employee satisfaction, process, technology, etc. We expect the call will last about an hour.

Deliverable: Refine the project schedule, create a PowerPoint presentation for the kick-off conference call, and facilitate the discussion.

2. **Issue Written Information Request:** PSE will create and issue a data request document to receive information on the existing AMI/metering reading situation, outage restoration processes, Customer Information System (CIS) vendor situation, SCADA, reliability results and asset monitoring techniques, maturity of substation and feeder automation/electronic assets, call center situation, customer web portal and possible IVR tools, and other systems, hardware, and software in use, GIS locations of assets, etc. We also plan to ask questions on the server infrastructure, security practices, cloud versus premise applications, database preferences, and the overall staffing situation. This step is intended to identify where OEU currently stands on the present systems and equipment and changes already planned or in process, to ask initial questions on desired needs, functional and business process improvement goals, and possible new technology desired or at least broadly considered, and most importantly, to baseline information upfront and early in the project. This will allow PSE to define a much lower level of detail and dialogue as we move into the onsite work sessions.

Deliverable: Prepare a written information request with a detailed list of questions pertinent to OEU's situation. The responses to this request will help in preparing for the onsite strategic needs work session.

3. **Onsite Requirements Gathering Work Session:** PSE will travel to OEU office to facilitate work sessions with the core team and various user groups (Meter Shop, Substation, Transmission & Distribution (T&D), System Operations, Engineering, Resource Management (GIS) and Warehouse). We are expecting to discuss, in more detail, the current applications and business processes and how technology is being used now for customer service, billing, metering, grid monitoring, asset management, etc. PSE plans to closely define the Present State technology situation while comparing the city to peer utilities. We then plan to create work sessions to uncover future needs for possible improvement areas. During this meeting we also want to align the overall strategic plan that is in place with the future technology plan. For example, what areas have already been identified in the strategic plan (if applicable) to make major improvement is? Such as is improving reliability viewed to be more important than making internal business process changes thus reducing internal labor? Where does adding new products and tools for customers compare in the overall area of importance?

Then PSE will conduct several educational sessions with the state of the industry regarding AMI, MDM, MWM, SCADA, asset management, and system reliability, as well as others if these topics are of interest to the city such as: CIS, FIS, WMS, GIS, OMS, etc., and their corresponding hardware and software, data flow, network and cyber security, communications infrastructure, system integration approach, and other related information. Another point of discussion will be OEU's business strategy in order to get a better idea of its business drivers and how technology can enhance them.

PSE will likely bring two or three individuals to the meeting and may ask a colleague to join us by phone for a small portion of the meeting to cover an agenda item. We expect this meeting to last one day.

Deliverable: Facilitate onsite strategic needs gathering work session to gather a better understanding of OEU's present state situation and future requirements.

4. **Cyber Security Gap Analysis:** Compare OEU's systems, policies, procedures, and practices against established Standards from NERC CIP, NIST IR 7628, and other published standards to identify gaps or vulnerabilities in OEU's cyber security. PSE is not proposing to complete a comprehensive cyber security plan as part of our proposed scope. However, we do plan to uncover and define what your current cyber security practices and methodologies are today and then uncover the areas that may need improvement with initiatives identified to be completed as part of the five year roadmap.

Deliverable: Review OEU's current cyber security stance and define gaps that exist and areas of improvement to focus on.

5. **Analysis and Documentation of Current and Future State Requirements:** PSE will analyze and document the current state of technology at OEU and define the future needs. Examples of areas that will be addressed: the maturity and capabilities of the current applications compared to future needs, data flows and routing, depth of integration between existing systems, needs for reliability and asset monitoring improvements, smart grid infrastructure needs, process changes, and staffing assessment. PSE will develop conceptual plans to optimize and streamline application flows, budgetary pricing for potential new equipment, technology, or infrastructure, and review the scalability, security, and robustness of the private communications infrastructure and present in a webinar work session.

Deliverable: Create a gap analysis between the present state of technology infrastructure and the future state needs. Defining the key gap areas is the first step in identifying projects, investments, and work activity to be included into the five-year roadmap. An additional deliverable is a webinar work session to discuss the project results to date including a data flow diagram of all software and programs, requirements for implementing a Smart Grid including pricing, equipment, process changes, communications, and security.

5.2 Future State Assessment

1. **Assessment of Possible Improvement Areas:** In this deliverable, PSE will be assessing 1) what programs and technologies that are best to be improved, 2) what new technology and

programs to be added and 3) what technology is best to be retired and when. At the minimum, PSE will closely assess the programs identified in your RFP Scope of Work including an assessment of: a) current hardware and software being used, b) AMI, c) MDM, d) SCADA, e) distribution automation and substation modernization, f) asset management and lightning control, and g) other areas. However, we also will uncover areas of possible need not listed in your RFP such as various means of improving: a) customer engagement and satisfaction with the use of new technology and the introduction of new programs, b) communications infrastructure that may be needed for all future programs, c) special reporting and analytics, d) a methodology and architecture for future system integrations, and e) a logical means for system integration and other core areas that can impact the overall smart grid area, i.e., improvement of GIS, customer engagement, disaster recovery, physical security needs, etc. In general, PSE will provide guidance on what can be done better with existing technologies, and what potential future technologies and programs could add the most value. Additionally, we will begin to discuss what sequence makes the most sense over a five-year deployment window.

2. **Application Webinar Work Sessions:** As part of the process of narrowing down potentially new programs to consider in the future, we plan to propose various 60 to 90 minute webinar work sessions on specific topics such as: 1) value proposition of AMI, 2) approaches to improve the existing GIS, 3) Cyber security gap analysis, 4) smart grid communications infrastructure gap analysis, 5) smart feeder switching and gap analysis 6) what new technology can improve customer engagement/satisfaction, and 7) possibly others to be determined. For example, if demand response is viewed as high value, then a workshop on various types of high-value demand response would be conducted. Based on what PSE uncovers relating to the smart grid areas with the greatest potential to be included in the roadmap, we would then include these topics to be covered in webinar workshops. We would be glad to cover these topics with an onsite meeting but we elected to conduct them via webinar as a cost savings mechanism. From prior similar projects we found greater effectiveness in having separate meetings of 60 to 90 minutes versus have many topics covered over a two to three day period. After each of these sessions, we will be seeking the City's input regarding their level of interest in each of the programs/topics covered.
3. **System Integration Architecture Assessment and Recommendation:** As the new programs are narrowed down in the above defined work sessions, PSE will then complete a System Integration architecture assessment and recommendation. Based on the programs and technologies that make the shortlist to be included in the roadmap, PSE will recommend an architecture framework and integration flow diagrams concerning how to get there.
4. **Project Results to Date Webinar:** PSE will then present a webinar work session to review the results.

Deliverable: Application webinar presentations. Project Results webinar.

5.3 System Plan Document

1. **System Plan:** PSE will draft a final written report based on the results of the previous project steps. The report will include a detailed assessment of each of the programs included in the

overall plan, as well as the revised five-year roadmap and budget summary. The 5-year Capital Improvement plan for the implementation of the smart grid, as requested in the RFP, will focus on automation, system reliability, asset management, data flow and process improvements between divisions and the AMI, MDM, and SCADA systems, and other relevant analysis as developed throughout the project. Items to be included in the report include:

- **Existing Situation/Assessment:** A high level summary of OEU's current and planned projects, including technology and infrastructure investments and activities (capital and expense). Identify technology, infrastructure, staffing, and process gaps and how OEU can leverage and improve existing technology.
- **Objectives:** OEU's strategic technology and infrastructure goals as they relate to each program, and how they align with OEU's overall business strategy.
- **People, Process, Budget, Security, and Technology Gaps:** A review of high-level process change goals and opportunities that would result in cost savings, whether through efficiency gains or through staffing reductions. This will include identifying potential obstacles or changes that would be required for planned investments. Assessments and education from previous deliverables will be inputs to this section of the report. Any staff additions would also be identified.
- **Cost Effectiveness/Overall Value:** A summary of cost effectiveness and overall value with factors such as upfront and ongoing costs, potential cost avoidance, customer satisfaction, process improvement and labor savings, societal benefits, etc. Other types of non-economic benefits will also be considered and identified.
- **Recommendations and Roadmap:** An overall implementation roadmap by year of planned projects and technology investments. This will include a description of why the program is being recommended. The roadmap will align new programs and/or improvements with existing programs while showing high-level milestones and costs for each fiscal year.
- **Webinar to Review Draft Report:** The draft report will be sent to the OEU project team for comment. PSE will also walk through a summary of our recommendations via a webinar. We would be asking the project team for input, comments, and any suggested changes. PSE assumed two iterations of the final report before finalizing and presenting to OEU.
- **Presentation of Final Recommendations and Roadmap:** PSE will travel to the utility and present the final recommendations to the management team. Sometimes the utility's project sponsor actually presents the results to their board and then PSE supports the project sponsor and comments on any areas requested.

Below is an example of parts of a 5-year plan (without costs) from a prior project.

Program/Project	2017						2018	2019	2020	2021	2022/2023	
	2017		2018	2019	2020	2021						2022/2023
	1H	2H										
Geographic Information System (GIS)												
Procure a field inventory vendor												
Determine means to begin maintaining additional attributes in GIS and then equip field crews with tools to maintain needed assets as part of new maintenance process												
Complete field inventory With Outside Vendor												
Create new tools and business processes in GIS to begin using GIS for asset management collection purposes (assume the use of computing device in trucks for crews with costs allocated to MWM)												
Asset Management System (AMS)												
Procure an AMS Vendor												
Determine means to begin maintaining additional attributes in AMS processes												
Deploy AMS			design only	start								
DSCADA and OMS												
Evaluate GIS for OMS/DMS Network Model												
Create formal RFP for a new SCADA, DMS and OMS												
Deploy OMS & DSCADA												
Build OMS Network Connectivity Model / GIS Import / Integrate CIS, IVR, ...												
Build DSCADA Database and System Screens												
DSCADA Deployment Engineering Services												
Design Process Changes to Outage Handling / Customer Calls												
Cutover OMS / DSCADA (DSCADA feeder outages only)												
Implement Outage Handling Process Changes with IVR/OMS												
Implement DMS model for fault location support												
Work Management System (WMS), Field Staking (FS) and Asset Management System (AMS)												
Create RFP with several options and alternatives, allowing for separate vendors for WMS, FS and Asset Management and alternatives for combing WMS/AMS from the same vendor.												
Create deployment project plan for expected process changes												
WMS Deployment												
FS Deployment												
Change Management and process improvement for each new system												
Asset Management System - Deployment is listed above												

5.4 Additional Services

As per the RFP, OEU may enter into an additional 5-year agreement with PSE for follow on Smart Grid services. PSE is fully capable and would be pleased to assist OEU with periodic updates of the plan and assisting with procurement and deployment project management. PSE routinely assists our clients with the procurement and deployment of technology, often serving as a technical expert and master project manager. A key aspect of deploying many types of smart grid programs is focusing on the process changes that can occur with the deployment of the new technology; PSE also can assist in this area as well. Pricing for these additional services was not included in this bid.

6 Project Schedule

The proposed project schedule is listed below, assuming a start date of July 1, 2017 and completion date of February 1, 2018. It is also assumed that OEU will provide requested information promptly and completely. At the same time, PSE is responsible for notifying OEU of any information OEU needs to provide to PSE in order to prevent delays within the project.

PSE uses a combination of onsite project meetings, regularly scheduled and recurring conference calls, webinars, video conferences, and status reports. We create a schedule that is agreed upon by the team. These project management tools keep the team focused on deliverables and meeting deadlines.

Task	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb
Initiate Project	C							
Complete Information Gathering								
Prepare for and Lead Onsite Needs Work Session		M						
Cyber Security Gap Analysis								
Document Current & Future State								
Webinar to Review Project Results to Date			C					
Assess Possible Improvement Areas								
Application Webinar Work Sessions			Various Webinars					
System Integration Architecture Assessment								
Webinar to Review Project Results to Date					C			
System Plan Document								
Webinar to Review Project Results to Date							C	
Refine System Plan Document Based on Feedback								
Onsite Presentation of Project Results								M

	Task Duration
C	Conference Call/Webinar
M	Onsite Meeting

7 Quality Control and Assurance

PSE's satisfactory performance on projects is the responsibility of project teams, which include a dedicated Project Manager (PM) who also performs as the overall technical review person. Managers and Directors will also serve as technical review persons for their specific subject matter expertise. Specific tasks for these roles include:

Technical Review Person: Professional responsible for quality control on assigned projects. Review the project team's work for technical correctness, consistency, and adequacy to meet the best interests of the client and to safeguard the interests of PSE. Recommend modification(s) of the project scope or methodology to team members in order to meet the technical objectives of the project.

Project Manager: Develop a project budget and timetable based on the scope of services, including sufficient time for technical review. Facilitate project and client team meetings related

to project schedule requirements (including technical review), budget, review of project scope and approach, milestones, potential problem with the budget or schedule, and technical oversight.

Other Quality Control Tasks:

1. The PM has an ongoing responsibility for work performance as outlined in the scope of services, including management responsibility for other staff assigned to the project. No work beyond what is specified in the scope of services will be performed unless arrangements have been made in advance, in writing, from the client.
2. The PM shall request such staff and expertise, including outside resources if necessary, from the Department Vice President to adequately complete the work within budget and on time as well as to ensure client satisfaction.
3. The PM is responsible for completing the project in a timely manner and within budget. The PM will bring any difficulties in meeting either of these goals to the attention of the project team as soon as difficulty appears.
4. The PM is responsible for timely submission of project documents to the client for review.
5. When preparing for being out of the office, the PM should delegate project responsibilities and tasks that should be completed in their absence. Before leaving, PMs should leave personal contact information with designated staff so, in the event of a project emergency, the PM can be contacted.
6. All project communication with a client, or on behalf of a client, whether written, electronic, or oral, shall normally be undertaken by either the PM or Project Coordinator. If email project communication is undertaken by another team member, the PM and Project Coordinator should be copied in the correspondence. Team members should keep client confidentiality needs in mind both for internal and external communication, clearly designating confidential matters.
7. If, for any reason, one of the project team members is unavailable to contribute in a timely manner, the remaining members of the team will seek assistance by contacting their supervisor. If a deficiency in capability exists, a new team member may be assigned after the available team members discuss the situation.

8 Price Proposal

Cost: PSE agrees to use its best efforts to perform the work specified in the Scope of Work for a **fixed fee labor cost of \$47,500** as listed in the table below. The cost proposed is based on PSE's current understanding of your needs combined with the experience and analysis PSE has gained on other projects.

Change Orders: Should the evolution of this project provide for work outside the scope or additional costs, no work would be performed until PSE and OEU approve a Change Order. PSE is responsible for notifying OEU of any information OEU needs to provide to PSE in order to

prevent delays within the project. If the project runs longer than anticipated due to events such as client-provided data that is inaccurate or missing (in GIS or other means), client delays in scheduling or providing data, longer than predicted responses from 3rd party vendors, or other delays or rework outside of PSE’s control, PSE will notify OEU to authorize a change in the work, the time of performance, or an adjustment to the cost.

Travel: Travel expenses are an estimate only. Only actual expenses would be passed through to the client. Travel costs are defined as air, car rental, lodging, meals, fuel for rental cars, and parking tolls, etc. Air travel is at coach fares, hotels are Marriott or Holiday Inn or similar, and a per diem will be used for meals. Should any additional travel beyond the proposed trip(s) listed become necessary, no arrangements will be made until approved by PSE and OEU.

PSE Task		Person Trips
1	Initiate Project	
2	Complete Information Gathering	
3	Prepare for and Lead Onsite Needs Work Session	2
4	Cyber Security Gap Analysis	
5	Document Current & Future State	
6	Assess Possible Improvement Areas	
7	Webinar Work Sessions	
8	System Integration Architecture Assessment	
9	System Plan Document	
10	Onsite Presentation of Project Results	1

Base Cost Estimate (Fixed)

Labor Expenses	\$47,500
Travel Expenses	\$3,300
Total Cost	\$50,800

**Exhibit C -
Additional Services Pricing**

CONTRACT# ELE/17-032



Full Service Consultants

MEMORANDUM

TO: Lisa Crouthamel, City of Ocala

FROM: Sarah Genschaw

DATE: July 7, 2017

SUBJECT: 2017 Billing Rates – Smart Grid Planning Study

Project Role	Hourly Rate
Project Executive	\$215
Project Manager	\$185
Project Coordinator	\$125-\$135
GIS Analyst	\$125
Communications & Infrastructure Engineer	\$165-\$185
IT/Cyber Security	\$165
AMI, MDM, and DRM SME	\$145
SCADA, DA, DMS, and OMS SME	\$175-\$185

Expenses	Rate (Estimated)
Flight – Madison to Las Vegas	\$400/person
Hotel	\$125/night/person
Rental Vehicle (not including fuel or any parking fees)	\$125/week
Meals	\$64/day per diem