

AGREEMENT  
FOR  
CONSULTING SERVICES

This AGREEMENT, between the Norman Utilities Authority (OWNER) and E Source Companies, LLC (CONSULTANT);

WITNESSETH

WHEREAS, OWNER intends to implement advanced metering infrastructure for the water system to provide improvement;

WHEREAS, CONSULTANT is prepared to provide said SERVICES; and

NOW THEREFORE, in consideration of the promises contained in this AGREEMENT, OWNER and CONSULTANT agree as follows:

**ARTICLE 1 - EFFECTIVE DATE**

The effective date of this AGREEMENT shall be \_\_\_\_\_.

**ARTICLE 2 - COMPLETION DATE**

CONSULTANT shall complete the SERVICES in accordance with Attachment A, Project Schedule.

**ARTICLE 3 - GOVERNING LAW**

The laws of the state of Oklahoma shall govern this AGREEMENT.

**ARTICLE 4 - SERVICES TO BE PERFORMED BY CONSULTANT**

CONSULTANT shall perform the SERVICES described in Attachment B, Scope of Services.

**ARTICLE 5 - COMPENSATION**

OWNER shall pay CONSULTANT in accordance with Attachment C, Compensation.

**ARTICLE 6 - OWNER'S RESPONSIBILITIES**

- 6.1. OWNER-Furnished Data: Upon request, OWNER will provide to CONSULTANT all data in OWNER's possession relating to CONSULTANT's SERVICES on the PROJECT. Such data may include operations reports, record drawings, and equipment manuals for the advanced metering infrastructure. CONSULTANT will reasonably rely upon the accuracy, timeliness, and completeness of the information provided by OWNER. OWNER's data is provided for temporary use or copying by CONSULTANT.
- 6.2. Access to Facilities and Property: OWNER will make its facilities accessible to CONSULTANT as required for CONSULTANT's performance of its SERVICES
- 6.3. Timely Review: OWNER will examine CONSULTANT's studies, reports, sketches, drawings, specifications, proposals, and other documents; and transmit OWNER comments or other decisions to CONSULTANT in a timely manner.
- 6.4. Meetings and Workshops: OWNER will participate in progress meetings and workshops with CONSULTANT or contractor(s) defined in Attachment B, Scope of Services.
- 6.5. Advertisements, Permits, and Access: Unless otherwise agreed to in the Scope of Services, OWNER will obtain, arrange, and pay for all advertisements for bids; permits and licenses required by local, state, or federal authorities; and land, easements, rights-of-way, and access necessary for CONSULTANT's SERVICES or PROJECT construction.
- 6.6. Hazardous Substances: If hazardous substances in any form are encountered or suspected, CONSULTANT will stop its own work in the affected portions of the PROJECT to permit testing and

evaluation. CONSULTANT will, if requested by OWNER, conduct tests to determine the extent of the problem and will perform the necessary studies and recommend necessary remedial measures at an additional fee with contract terms to be negotiated. CONSULTANT shall not assume any role in the identification, evaluation, treatment, storage, disposal, or transportation of any hazardous substance or waste.

#### **ARTICLE 7 - STANDARD OF CARE**

CONSULTANT shall exercise the same degree of care skill and diligence in the performance of the SERVICES as is ordinarily possessed and exercised by a professional engineer under similar circumstances. CONSULTANT shall correct the SERVICES that fail to satisfy this standard of care. No warranty, express or implied is included in this AGREEMENT or in any drawing, specifications, report or opinion produced pursuant to this AGREEMENT.

#### **ARTICLE 8 - LIABILITY AND INDEMNIFICATION**

- 8.1 General. Having considered the potential liabilities that may exist during the performance of the SERVICES, the benefits of the PROJECT, CONSULTANT's fee for the SERVICES and in consideration of the promises contained in this AGREEMENT, OWNER and CONSULTANT agree to allocate and limit such liabilities in accordance with this Article.
- 8.2 Indemnification and Liability. CONSULTANT agrees to indemnify, and hold harmless the OWNER, its officers, servants, and employees, from and against legal liability for all third party tort claims, losses, damage, cost, and expense (including reasonable attorneys' fees and accountants' fees recoverable under applicable law) from bodily injury (including death) or tangible property damage caused by a negligent act, error, or omission of CONSULTANT in the performance of services under this Agreement. OWNER agrees to indemnify, and hold harmless CONSULTANT, its officers, servants, and employees, from and against legal liability for all claims, losses, damage, cost, and expense (including reasonable attorneys' fees and accountants' fees recoverable under applicable law) caused by a negligent act, error, or omission of the OWNER in the performance of services under this Agreement, provided such indemnification shall be applicable only to the extent sovereign immunity has been waived pursuant to Oklahoma law. CONSULTANT and the OWNER each agree to promptly service notice on the other party of any claims arising hereunder, and shall cooperate in the defense of such claims. The acceptance by OWNER or its representatives of any certification of insurance providing for coverage other than as required in this Agreement to be furnished by CONSULTANT shall in no event be deemed a waiver of any of the provisions of this indemnity provision. None of the foregoing provisions shall deprive the OWNER of any action, right, or remedy otherwise available to OWNER at common law.
- 8.3 Employee Claims. CONSULTANT shall indemnify OWNER against legal liability for damages arising out of claims by CONSULTANT's employees. OWNER shall indemnify CONSULTANT against legal liability for damages arising out of claims by OWNER's employees.
- 8.4 Consequential Damages. To the fullest extent permitted by law, CONSULTANT shall not be liable to OWNER for any special, indirect or consequential damages resulting in any way from the performance of the SERVICES.
- 8.5 Survival. Upon completion of all SERVICES obligations and duties provided for in this AGREEMENT or if this AGREEMENT is terminated for any reason the terms and conditions of this Article shall survive.

#### **ARTICLE 9 - INSURANCE**

During the performance of the SERVICES under this AGREEMENT CONSULTANT shall maintain the following insurance:

- 9.1 Worker's compensation insurance for CONSULTANT's employees as required by Oklahoma Workers Compensation Statutes.
- 9.2 Comprehensive general liability insurance with a minimum of \$125,000 per accident for bodily injury or death and \$25,000 per occurrence for property damage.

9.3 Comprehensive automobile liability insurance with a minimum of \$125,000 per accident for bodily injury or death and \$25,000 for property damage.

9.4 Professional Liability (errors and omissions) insurance with a minimum policy value of \$1,000,000.

CONSULTANT shall furnish OWNER certificates of insurance that shall include a provision that such insurance shall not be canceled without at least thirty days written notice to OWNER. All PROJECT contractors shall be required to include OWNER and CONSULTANT as additional insured on their General Liability Insurance policies.

CONSULTANT and OWNER each shall require its insurance carriers to waive all rights of subrogation against the other and its directors, officers, partners, commissioners, officials, agents and employees for damages covered by property insurance during and after the SERVICES. A similar provision shall be incorporated into all contractual arrangements entered into by OWNER and shall protect OWNER and CONSULTANT to the same extent.

#### **ARTICLE 10 - LIMITATIONS OF RESPONSIBILITY**

CONSULTANT shall not be responsible for: (1) construction means, methods, techniques, sequences, procedures or safety and security precautions and programs in connection with the PROJECT; (2) the failure of any contractor, subcontractor, vendor or other PROJECT participant, not under contract to CONSULTANT, to fulfill contractual responsibilities to the OWNER or to comply with federal, state or local laws, regulations, and codes; or (3) procuring permits, certificates and licenses required for any construction unless such responsibilities are specifically assigned to CONSULTANT in Attachment B, Scope of Services.

#### **ARTICLE 11 - OPINIONS OF COST AND SCHEDULE**

Since CONSULTANT has no control over the cost of labor, materials or equipment furnished by others or over the resources provided by others to meet PROJECT schedules, CONSULTANT's opinion of probable costs and of PROJECT schedules shall be made on the basis of experience and qualifications as a professional engineer. CONSULTANT does not guarantee that proposals, bids, or actual PROJECT costs will not vary from CONSULTANT's cost estimates.

#### **ARTICLE 12 - REUSE OF DOCUMENTS**

Upon OWNER's request CONSULTANT shall furnish OWNER with deliverables and/or other data on electronic media. All documents, including but not limited to, drawings, specifications and computer software prepared by CONSULTANT pursuant to this AGREEMENT are instruments of Service in respect to the PROJECT. Said documents are not intended or represented to be suitable for reuse by OWNER or others on extensions of the PROJECT or on any other PROJECT.

#### **ARTICLE 13 - TERMINATION**

This AGREEMENT may be terminated by either party upon written notice in the event of substantial failure by the other party to perform in accordance with the terms of this AGREEMENT. The non-performing party shall have fifteen (15) calendar days from the date of the termination notice to cure or to submit a plan for cure acceptable to the other party.

OWNER may terminate or suspend performance of this AGREEMENT for OWNER's convenience upon written notice to CONSULTANT. CONSULTANT shall terminate or suspend performance of the SERVICES on a schedule acceptable to OWNER. If termination or suspension is for OWNER's convenience, OWNER shall pay CONSULTANT for all the SERVICES performed to date, amount not to exceed the normal fee amount due for the SERVICES rendered and termination or suspension expenses. Upon restart, an equitable adjustment shall be made to CONSULTANT's compensation.

#### **ARTICLE 14 - DELAY IN PERFORMANCE**

Neither OWNER nor CONSULTANT shall be considered in default of this AGREEMENT for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this AGREEMENT, such circumstances include, but are not limited to abnormal weather conditions; floods; earthquakes; fire; epidemics; war; riot and other civil disturbances; strikes, work slowdowns and other labor disturbances;



sabotage; judicial restraint; and inability to procure permits, licenses, or authorizations from any local, state, or federal agency for any of the supplies, materials, accesses, or SERVICES required to be provided by either OWNER or CONSULTANT under this AGREEMENT.

Should such circumstances occur the non-performing party shall, within a reasonable period after being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this AGREEMENT.

#### **ARTICLE 15 - COMMUNICATIONS**

Any communication required by this AGREEMENT shall be made in writing to the address specified below:

CONSULTANT: Dale Pennington  
E Source Companies, LLC  
1745 38th Street  
Boulder, Colorado 80301  
225-766-4188  
dale\_pennington@esource.com

OWNER: Nathan Madenwald, P.E.  
Norman Utilities Authority (NUA)  
201-C West Gray  
P.O. Box 370  
Norman OK 73070  
405-366-5426  
Nathan.Madenwald@normanok.gov

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of CONSULTANT and OWNER.

#### **ARTICLE 16 - WAIVER**

A waiver by either OWNER or CONSULTANT of any breach of this AGREEMENT shall be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach.

#### **ARTICLE 17 - SEVERABILITY**

The invalidity, illegality, or unenforceability of any provision of this AGREEMENT or the occurrence of any event rendering any portion or provision of this AGREEMENT void shall in no way affect the validity or enforceability of any other portion or provision of this AGREEMENT. Any void provision shall be deemed severed from this AGREEMENT, and the balance of this AGREEMENT shall be construed and enforced as if this AGREEMENT did not contain the particular portion or provision held to be void. The parties further agree to amend this AGREEMENT to replace any stricken provision with a valid Provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire AGREEMENT from being void should a provision, which is of the essence of this AGREEMENT, be determined void.

#### **ARTICLE 18 - INTEGRATION**

This AGREEMENT represents the entire and integrated AGREEMENT between OWNER and CONSULTANT. It supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, relating to the subject matter of this AGREEMENT. This AGREEMENT, including its attachments and schedules, may only be changed by a written amendment executed by both parties. The following attachments and schedules are hereby made a part of this AGREEMENT:

Attachment A – Schedule  
Attachment B – Scope of Services  
Attachment C – Compensation

**ARTICLE 19 - SUCCESSORS AND ASSIGNS**

OWNER and CONSULTANT each binds itself and its directors, officers, partners, successors, executors, administrators, assigns, and legal representatives to the other party to this AGREEMENT and to the directors, officers, partners, successors, executors, administrators, assigns, and legal representatives of such other party in respect to all provisions of this AGREEMENT.

IN WITNESS WHEREOF, OWNER and CONSULTANT have executed this AGREEMENT.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

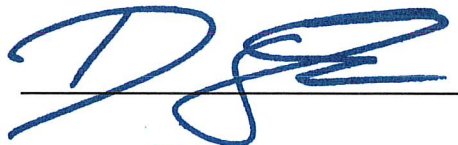
**E Source Companies, LLC – CONSULTANT**

ATTEST

By: \_\_\_\_\_

Printed  
Name: \_\_\_\_\_

Title: \_\_\_\_\_



Dale Pennington

President



Kathleen Perrone

Sr. Operations Specialist

**Norman Utilities Authority - OWNER**

APPROVED as to form and legality this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

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

APPROVED by the Trustees of the Norman Utilities Authority this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_\_.

ATTEST

By: \_\_\_\_\_

Printed  
Name: \_\_\_\_\_

Title: \_\_\_\_\_

Breea Clark

Chairman

Brenda Hall

Secretary

**ATTACHMENT A – Schedule****SCHEDULE**

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

<b>Task</b>	<b>Description</b>	<b>Weeks</b>	<b>Cumulative Weeks</b>
1	Assessment	22	-
2	<i>Procurement (Future)</i>	<i>Estimated 26</i>	-
2.	<i>Implementation (Future)</i>	<i>Estimated 150</i>	-
3.	<i>Project Close-out (Future)</i>	<i>Estimated 4</i>	-
<b>TOTAL</b>		<b>190</b>	<b>190</b>

Future tasks may be added by future amendments along with schedule modifications as necessary.

## ATTACHMENT B – Scope of Services

**Task 1 – Assessment and Business Case**

The Assessment provides the analysis and information necessary for the first decision point for the City of Norman (Norman) on whether to proceed with an AMI project. The assessment aids in the identification of the underlying business reasons that are motivating the effort and reveals critical success factors and risks to consider. The fundamentals include:

- Education workshops
- Identification of project objectives
- Understanding the current state of operations
- Development of the business case
- Recommended implementation strategy

In addition, E Source will advise on which technologies are best suited for the utility's unique environment and identify the associated business process and operational changes that must occur to realize the maximum benefits of an AMI deployment. Specific tasks and deliverables associated with Task 1 are outlined below.

**Task 1.1 – Project Kick-Off and Mobilization**

Prior to launching the project, E Source will work with the Norman Project Manager (PM) to compile the internal project team organizational chart which will facilitate effective communications and scheduling of working sessions. E Source will hold a kick-off meeting with the stakeholders and project team members to review the project scope, timeline, communications plan, and housekeeping items. E Source will work with the Norman PM to develop the kick-off meeting agenda and identify attendees. During mobilization, E Source will initiate our discovery effort to compile the necessary data and information to assess the current state of utility operations and develop our analysis and recommendations. E Source will provide Norman with a list of initial discovery questions that will be customized for each utility department. In addition, E Source will deliver the initial data requests that will feed previous business case results and assumptions. E Source will subsequently schedule the necessary workshops to review the responses received with each respective Subject Matter Expert (SME).

**Deliverables:**

- *Kick-Off Meeting and Presentation Materials (\*.ppt)*
- *Initial Current State Discovery Questions (\*.xls)*
- *Initial Financial Model Data Requests (\*.xls)*

**Task 1.2 – Technology Review / Education**

During our customized technology review workshop, E Source will discuss the critical success factors and relative advantages/disadvantages of AMI platforms as they relate to Norman. We delve into the success stories of other utilities and discuss how Norman can avoid potential pitfalls. We will provide you with a market vendor overview along with explanations of how the products and system characteristics could impact your operations and customer base. The technology review will be an interactive discussion designed to provoke thought, prompt questions, and bring Norman's team base-level knowledge up to a level suitable for making decisions going forward with an AMI initiative.

**Assumptions:**

- *Up to one (1) primary technology review session will be hosted by E Source*
- *Any ancillary break-out sessions (specific departments/divisions, executives, council, etc.) should be scheduled in the same week as the primary technology review session*



Deliverables:

- *Technology Workshop and Agenda (\*.doc)*
- *Vendor product overview (\*.ppt)*

**Task 1.3 – Project Goals and Objectives**

Our team forms a solid foundation for success by conducting a workshop with executives, stakeholders, and key SMEs to establish a common understanding of Norman project goals, drivers, success factors, and risks. This approach is designed to stimulate discussion around project goals and objectives that otherwise may not have been considered. This task will serve as the foundation for future work to ensure what is ultimately deployed directly addresses the utility's goals and objectives.

Deliverables:

- *Goals and Objectives Workshop and Agenda (\*.doc/\*.ppt)*
- *Summary of Findings and Recommendations in the Assessment Report (\*.doc)*

**Task 1.4 – Current State of Operations**

E Source will work with the Norman PM to identify the SMEs and schedule the necessary workshops to review the discovery responses received with each respective utility department. During this effort, E Source will review the policies currently in place that may be affected by the deployment of new technology. The output of this task will serve as inputs to E Source' findings and recommendations specific to Norman readiness to begin an AMI initiative. As applicable, E Source expects to meet with the following departments at a minimum:

- Billing / Customer Service
- Meter Reading / Meter Shop / Field Services
- Engineering / Operations
- Information Technology (IT) / Communications

Deliverables:

- *Current State Workshops and Agenda (\*.doc)*
- *Final Current State Discovery (\*.xls)*
- *Summary of Findings and Recommendations in the Assessment Report (\*.doc)*

**Task 1.5 – E Source Insight™**

E Source will introduce Insight™, our utility-focused business intelligence software tool to facilitate a deeper understanding of Norman utility operations. This tool delivers the capability to efficiently gather critical business intelligence from individuals involved in key processes via an anonymous, web-based survey. Because the information is gathered anonymously, variation introduced in face-to-face interviews is eliminated, providing more reliable results.

E Source will analyze interview data and present it in a comprehensive format for the departments to use in making decisions about potential project opportunities.

Insight™ will survey department staff to capture the following:

- Overall utility performance
- Improvement opportunities
- Long-term business risks
- Specific performance gaps

Deliverables:

- *Insight™ Results Analysis*
- *Insight™ Results Analysis Report (\*.doc)*

**Task 1.6 – CIS Compatibility Review**

E Source will work with Norman to assess the compatibility of the current Customer Information System (CIS) with an AMI System/Meter Data Management System (MDMS). Specifically, there will be a need to develop interfaces supporting data transfer between the CIS and the MDMS.

E Source will meet with billing and IT personnel to understand the current CIS functionality, identify existing interfaces with other IT systems including protocols for data transfer, and discuss potential issues or pain points. E Source will also meet with the CIS vendor to review and understand system functionality and compatibility with AMI/MDMS. The results of this review will be factored into the Assessment Report.

Deliverables:

- *Summary of Findings and Recommendations in the Assessment Report (\*.doc)*

**Task 1.7 – Business Case Development**

The cornerstone of the assessment is quantifying the expected costs and potential benefits of implementing AMI technology. E Source will work with Norman to craft the assumptions accordingly and incorporate them into our financial model. The results will provide the overall project economics including Net Present Value (NPV), payback period, and estimated cost.

The benefits analysis will identify and quantify the value propositions that can be realized with the successful deployment of an AMI system. The hard, quantitative benefits include areas of potential operational savings, revenue enhancement, and recovery of product losses. The cost estimate will reflect both capital and ongoing operation & maintenance costs. Additionally, E Source will present funding options for Norman to consider.

E Source will work with Norman to develop specific scenarios and certain cost and benefit assumptions that will feed the financial model. We will also reference our comprehensive cost database that includes current pricing for AMI and supporting technology as well as information and data gathered via E Source' industry experience.

To finalize the assumptions that will feed the model, E Source will hold remote working sessions and send additional data requests as required. E Source will present and review the results with Norman prior to incorporation into the Assessment Report.

Assumptions:

- *The number of model scenarios is limited to three (3).*
- *Additional scenarios can be performed for an additional fee.*

Deliverables:

- *Financial model results and scenario analysis (if applicable) (\*.xls)*
- *Business Case results documented in the Assessment Report with associated recommendations (\*.doc)*

**Task 1.8 – Stakeholder Engagement Vision**

E Source will work with Norman to understand the vision for stakeholder engagement for the AMI program. The application of the vision in future communication efforts will enhance internal project communications for all utility departments and will foster proactive communications with utility customers and other external stakeholders. The City of Norman requires customers to approve rate increases for the water utility. As such, the financial implications of the AMI program will need to be adequately conveyed and properly stated. Furthermore, the strategy surrounding the communications e.g., timing and channels will need to be discussed. E Source will schedule a discovery with Norman to address overall messaging and customer perception as well as establish key messages for use in future customer and internal communications.

Deliverables:

- *Key messages (\*.doc)*
- *High-level stakeholder engagement vision (\*.doc)*

**Task 1.9 – Assessment Report**

E Source' findings that are gathered during this Assessment and Business Case task will be documented in a comprehensive written report. This report will be the primary vehicle for communicating E Source' recommendations to Norman. The suggested report outline is as follows:

- Executive Summary
- Findings from Discovery and Gap Analysis
- Business Case Analysis and Results
- Operational Impacts
- Recommendations
- Implementation Plan (scope, schedule, budget)

E Source will schedule working sessions with Norman upon delivery of the Draft Assessment Report to review the results and recommendations. E Source expects Norman to provide feedback/questions/comments on the Draft Report, which will then be incorporated into the Final Assessment Report. Additionally, E Source will prepare and conduct a presentation to Norman's Executive Management / Stakeholders summarizing the effort, results, and recommendations.

Assumptions:

- *Up to 2 iterations of the report will be required*
- *E Source will present the findings at one (1) session to the client and appropriate stakeholders*

Deliverables:

- *Final Assessment Report (\*.doc)*
- *Presentation of Report (\*.ppt)*

**Task 1.10 – Project Management and Services**

E Source will provide structured project management to ensure that all project components are executed in a timely, organized fashion and completed to the project definition and expectations. Project Management activities include: maintaining the overall project schedule; working with all project participants to monitor progress and adjust the work plan as needed to stay on schedule; facilitating regular project progress and other meetings; creating project status reports as required with input from Norman; and tracking project budgets. E Source will track this task order to ensure all work stays within scope and will initiate change requests for approval by Norman if required.

Managing project timeliness, quality, and costs are measures of success and satisfaction. As such, the E Source delivery methodology employs a quality monitoring process whereby senior management within the firm will monitor all timeliness, quality, and project costs adherence to ensure success in all areas.

E Source will work with the Norman PM to develop and ratify the Project Charter that will provide project governance and communicate the goals and expected activities. E Source will set up and use a Norman specific SharePoint site for collaboration including calendaring, contacts, document repositories, etc. Additionally, E Source will make use of Microsoft Teams for remote meetings as necessary.

Deliverables:

- *Project Charter (\*.doc)*
- *SharePoint setup and Site Administration*
- *Status meetings*

Task 2 – Procurement (*By Possible Future Amendment*)

Task 3 – Implementation (*By Possible Future Amendment*)

Task 4 – Project Close-Out (*By Possible Future Amendment*)



## ATTACHMENT C – Compensation

COMPENSATION

The OWNER will compensate CONSULTANT on a lump sum basis for the SERVICES rendered including customary travel expenses. The lump sum fee is broken down below by task as defined in the Scope of Services (Attachment B):

Task	Description	Fee
<b>1</b>	<b>Assessment</b>	
1.1	Project Mobilization	\$11,230
1.2	Technology Review / Education	\$6,732
1.3	Project Goal and Objectives	\$8,684
1.4	Current State of Operations	\$11,990
1.5	E-Source Insight	\$10,374
1.6	CIS Compatibility Review	\$4,800
1.7	Business Case Development	\$18,040
1.8	Stakeholder Engagement Vision	\$10,526
1.9	Assessment Report	\$12,738
1.10	Project Management Services	\$9,042
<b>1</b>	<b>Assessment Subtotal</b>	<b>\$104,156</b>
<b>2</b>	<b>Procurement</b>	<i>By Possible Future Amendment</i>
<b>3</b>	<b>Implementation</b>	<i>By Possible Future Amendment</i>
<b>4</b>	<b>Project Close-Out</b>	<i>By Possible Future Amendment</i>
	<b>TOTAL</b>	

CONSULTANT may submit interim statements, not to exceed one per month, for partial payment for SERVICES rendered. The CONSULTANT may exchange travel allowance for labor, if travel is not used. Or, the CONSULTANT and the OWNER may agree to milestone-based billing schedule.

Otherwise, the statements to OWNER will be by task for the percentage of work actually completed. The OWNER shall make interim payments within 30 calendar days in response to CONSULTANT's interim statements.