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AlexRenew.com f @ in

September 13, 2024

**RFP-25-001: Basic Ordering Agreement (BOA) for Professional Engineering Services
Addendum No. 3**

Respondents shall acknowledge receipt of this Addendum on the RFP Checklist in Attachment D of the Request for Proposals (RFP) with submittal of the Proposal. Failure to do so may result in the rejection of the Proposal.

Addendum No.3 to RFP-25-001 consists of following:

- Attachment B Sample Professional Services Agreement

Respondents shall make the following changes to all pertinent sheets, pages, and paragraphs of RFP-25-001.

- A. **Replace** Attachment B in its entirety with the attached Attachment B Sample Professional Services Agreement

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Attachment B
Sample Professional Services Agreement

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PROFESSIONAL SERVICES AGREEMENT

NO. 25-001

FOR

BASIC ORDERING OF PROFESSIONAL ENGINEERING SERVICES

BY AND BETWEEN

ALEXRENEW
1800 LIMERICK STREET
ALEXANDRIA, VA 22314

AND

[NAME OF FIRM]

EFFECTIVE DATE [XXXX], 2024

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**MAIN AGREEMENT BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES**

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MAIN AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

This Main Agreement is a part of the Agreement between the City of Alexandria, Virginia Sanitation Authority d/b/a AlexRenew (Owner) and [Name of Engineer] (Engineer). Other terms used in the Agreement are defined in Article 7.

From time to time Owner may request that Engineer provide professional services for Specific Projects. Each engagement will be documented by a Task Order. This Main Agreement sets forth the general terms and conditions that apply to all duly executed Task Orders.

Owner and Engineer further agree as follows:

ARTICLE 1—SERVICES OF ENGINEER

1.01 General

- A. Engineer's services will be detailed in a duly executed Task Order for each Specific Project, or for a portion of a Specific Project.
- B. The Main Agreement is not a commitment by Owner to issue any Task Orders.
- C. Engineer will not be obligated to perform any prospective Task Order unless and until (1) Owner and Engineer agree to the particulars of the assignment, including the scope of Engineer's Services, time for performance, Engineer's compensation, and all other appropriate matters, and include such particulars in the Task Order, and (2) Owner and Engineer both sign the Task Order.
- D. Each duly executed Task Order will be subject to the terms and conditions of (a) this Main Agreement; (b) the Main Agreement's exhibits; (c) any executed written amendments of the Main Agreement (see Exhibit C); (d) the specific Task Order itself; (e) the specific Task Order's exhibits; and (f) any amendments or modifications of the specific Task Order.

1.02 Task Order Procedure

- A. The format of a Task Order will be established by the Owner and Engineer.
- B. Each specific Task Order will indicate:
 - 1. Project background data;
 - 2. Specific services to be performed by Engineer ("Services"), including key deliverables;
 - 3. Identification of the personnel who will perform the Scope and each personnel's Direct Labor Cost;
 - 4. Additions or modifications to Owner's Responsibilities;
 - 5. Task Order Schedule;
 - 6. Engineer's compensation for Task Order; and
 - 7. Engineer's Subconsultants, if any.
- C. With respect to the Engineer's Scope of Services under a specific Task Order, each specific Task Order will state a customized Scope of Services and deliverables schedule in the Task Order document itself or in an attachment.

- D. Upon signature of the Task Order by both parties (but no earlier than the Effective Date of the Task Order), Engineer will commence performance and furnish, or cause to be furnished, the services authorized by the Task Order.
- E. At any time during the performance of a Task Order, the Owner shall have the right to make changes in, deletions from, or additions to the Task Order's Scope (referred to hereinafter as a "Task Order Amendment"). In the event that such changes require different and/or additional Scope by the Engineer, prior to commencement of such revised Services per a change, the Engineer shall present to the Owner, and the Owner shall consider a proposal for an equitable adjustment in its compensation and/or schedule for Scope rendered because of such a change. Such proposal shall be supported by such data and information as the Owner may reasonably require. Any such proposal by the Engineer for an equitable change in compensation and/or schedule shall be mutually agreed to by Task Order Amendment as set forth in Paragraph 8.05.B of this Main Agreement prior to commencement of any Scope under the proposed change.

1.03 Management of Engineering Services

- A. All phases of Engineer's services under each Task Order will include management of Engineer's Specific Project responsibilities, including but not limited to the following management tasks, whether separately tracked and itemized or included as being incidental to other phase and scope task items.
 - 1. Develop and submit an Engineering Services Schedule. The Engineering Services Schedule will:
 - a. be consistent with and serve as a supplement to the Deliverables Schedule set forth in a Task Order.
 - b. be updated on a regular basis, and as required to reflect any programmatic decisions by Owner.
 - c. include, but not be limited to, an anticipated sequence of tasks; estimates of task duration; interrelationships among tasks; milestone meetings and submittals; anticipated schedule of construction; and other pertinent Project events.
 - 2. Develop and submit detailed work plans from Exhibit A to Task Order tasks.
 - 3. Coordinate services within Engineer's internal team, and with Engineer's Subconsultants.
 - 4. Prepare for and participate in meetings with Owner's consultants and Contractors, and any Constructors, working on other parts of the Specific Project that may affect, or be affected by, Engineer's services or resulting construction.
 - 5. Prepare and submit in accordance with this Agreement monthly engineering services progress reports to the Owner. Include a summary of services performed in period, expected progress in next period, percent completion of current tasks, and a description of major issues or concerns.
 - 6. Not used.
 - 7. Conduct ongoing management tasks, including:
 - a. Maintaining communications records and files pertaining to or arising from Engineer's Services;

- b. With respect to Engineer's Services and other directly relevant parts of the Specific Project, prepare for and participate in periodic progress meetings with Owner to discuss progress, schedule, budget, issues, potential problems and their resolution; and
 - c. Preparing agendas prior to and minutes following all Engineer-led meetings.
 - B. Unless a different standard is expressly set forth in a specific Task Order, in all phases of Engineer's services, Engineer shall prepare draft and final Drawings in accordance with Engineer's CAD standards, using AutoCAD software.
 - C. The source documents for the draft and final Specifications in all phases of Engineer's services will be Owner's standard specifications, unless a different source document is expressly identified in the specific Task Order.

1.04 Sequencing and Coordination

- A. For each Task Order, the Work to be designed or specified by Engineer, upon which the Engineer's Scope has been established, will be performed or furnished under one prime Construction Contract, unless specified otherwise in the Task Order.
- B. If the Work designed or specified by Engineer under a specific Task Order is to be performed or furnished under more than one prime Construction Contract, or if Engineer's services are to be separately sequenced with the work of one or more of Owner's consultants or Contractors (such as in the case of fast-tracking), then:
 - 1. the Task Order's Deliverables Schedule will account for the need to sequence and properly coordinate Engineer's Services as applicable to the Work under the Construction Contracts; or
 - 2. If the Task Order does not address such sequencing and coordination, then Owner and Engineer will jointly develop a schedule for sequencing and coordination of services prior to commencement of final design services; this schedule is to be prepared and included in or become an amendment to the authorizing Task Order, whether the work under such contracts is to proceed concurrently or sequentially.

ARTICLE 2—OWNER'S RESPONSIBILITIES

2.01 Application of Owner's Responsibilities

- A. The responsibilities of Owner set forth in Article 2 apply to each Specific Project and each specific Task Order. Supplemental responsibilities of Owner applicable only to a specific Task Order may be stated in the specific Task Order.

2.02 Project Information

- A. To the extent Owner has not already provided the following, or has new, additional, or revised information from that previously provided, Owner shall provide Engineer with information and data needed by Engineer in the performance of the Specific Project, including Owner's:
 - 1. design objectives and constraints;
 - 2. space, capacity, and performance requirements;
 - 3. flexibility and expandability needs;
 - 4. design and construction standards;
 - 5. budgetary limitations; and

6. any other available information pertinent to the Specific Project including reports and data relative to previous designs, construction, or investigation at or adjacent to the Site.
- B. Following Engineer's assessment of initially-available information and data and upon Engineer's request, Owner shall obtain, furnish, or otherwise make available (if necessary through retention of specialists or consultants) such additional information and data as is reasonably required to enable Engineer to complete its Services under the Task Order; or, with consent of Engineer, Owner may authorize the Engineer to obtain or provide all or part of such additional information as part of its Task Order. Such additional information or data may include the following:
1. Property descriptions.
 2. Zoning, deed, and other land use restrictions.
 3. Surveys, Mapping, and Utility Documentation.
 4. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.
 5. Explorations and tests of subsurface conditions at or adjacent to the Site; geotechnical reports and investigations; drawings of physical conditions relating to existing surface or subsurface structures at the Site; hydrographic surveys, laboratory tests and inspections of samples, materials, and equipment; with appropriate professional interpretation of such information or data.
 6. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental, historical, or cultural studies relevant to the Specific Project, the Site, and adjacent areas.
 7. Data or consultations as required for the specific Task Order but not otherwise identified in this Agreement.
- C. Owner shall examine all alternative solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, risk manager, insurance counselor, financial/municipal advisor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.
- D. If a specific Task Order requires Engineer to assist Owner in collating the various cost categories that comprise Total Project Costs, Owner shall furnish to Engineer data as to Owner's anticipated costs for services to be provided to Owner by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice).
- E. Owner shall advise Engineer if any invention, design, process, product, or device that Owner has requested, required, or recommended for inclusion in the Drawings or Specifications prepared or furnished under a Task Order will be subject to payment (whether by Owner or Contractor) of any license fee or royalty to others, as required by patent rights or copyrights.
- F. Not used.
- G. Owner shall inform Engineer as to whether Engineer's assistance is requested in identifying opportunities for enhancing the sustainability of the Specific Project.

2.03 Owner's Instructions Regarding Bidding and Construction Contract Documents

- A. Owner shall give instructions to Engineer regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, requests for qualifications, and requests for proposals, as applicable) and Owner's construction contract practices and requirements, and furnish to Engineer (or give specific directions requesting Engineer to use copies already in Engineer's possession) the following:
1. Owner's standard contract forms, general conditions, supplementary conditions, text, and related documents and content for Engineer to include in the draft bidding-related documents (or requests for qualifications and/or proposals or other construction procurement documents), and in draft Construction Contract Documents;
 2. insurance and bonding requirements;
 3. protocols for electronic transmittals during procurement and construction;
 4. Owner's safety and security programs applicable to Contractor and other Constructors;
 5. diversity and other social responsibility requirements;
 6. procurement and contract requirements of funding, financing, or regulatory entities;
 7. other specific conditions applicable to the procurement of construction or contract documents;
 8. any other information necessary for Engineer to assist Owner in preparing, for each Specific Project, bidding-related documents (or requests for qualifications and/or proposals or other construction procurement documents) and Construction Contract Documents.
- B. Owner shall have responsibility for the final content of (1) such bidding-related documents (or requests for qualifications and/or proposals or other construction procurement documents), and (2) those portions of any Construction Contract other than the design (as set forth in the Drawings, Specifications, or otherwise) and other engineering or technical matters.
1. Owner shall seek the advice of Owner's legal counsel, risk managers, and insurance advisors with respect to the drafting and content of such documents.
- C. Owner shall place and pay for advertisements for Bids in appropriate publications.

2.04 Owner-Furnished Services

- A. Recognizing and acknowledging that Engineer's Services and expertise do not include the following services, Owner shall obtain, as required for each Specific Project:
1. Accounting, bond and financial advisory services (including, if applicable, "municipal advisor" services as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) and the municipal advisor registration rules issued by the Securities and Exchange Commission), independent cost estimating, and insurance counseling services.
 2. Legal services, including attorney review of proposed Construction Contract Documents, legal services required by Owner, legal services needed as a result of issues raised by Contractor, and Specific Project-related legal services reasonably requested by Engineer.

3. Auditing services, including those needed by Owner to ascertain how or for what purpose Contractor has used money paid to it.
- B. Owner shall provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment required by the Construction Contract Documents (other than those required to be furnished or arranged by Contractor), or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the Work with appropriate professional interpretation thereof. Owner shall provide Engineer with the findings and reports generated by testing laboratories, including findings and reports obtained from or through Contractor.
- C. Owner shall acquire or arrange for acquisition of the Site(s) and any temporary or permanent rights of access, easements, or property rights needed for each Specific Project.
- D. With respect to the portions or phases of each Specific Project designed or specified by Engineer, Owner shall provide, obtain, or arrange for:
 1. all required reviews, approvals, consents, and permits from governmental authorities having jurisdiction, and
 2. such reviews, approvals, and consents from others as may be necessary for completion of each portion or phase of the Specific Project.
- E. Owner may delegate to a Contractor or others the responsibilities set forth in Paragraphs 2.04.C and D.

2.05 Owner's General Responsibilities

- A. Owner shall inform Engineer of the policies, procedures, and requirements of Owner that are applicable to Engineer's performance of Services under this Main Agreement and under each Task Order.
- B. Owner will provide Engineer with Owner's budget for each Specific Project, including type and source of funding to be used and will promptly inform Engineer if the budget or funding sources change.
- C. Owner shall inform Engineer in writing of any safety or security programs that are applicable to the personnel of Engineer and Engineer's Subconsultants, as they visit the Site or otherwise perform services under this Main Agreement and under each Task Order.
- D. Owner shall arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under this Main Agreement and under each Task Order.
- E. Owner shall provide necessary direction and make decisions, including prompt review of Engineer's submittals, and carry out its other responsibilities in a timely manner so as not to delay Engineer's performance of its services.
- F. Owner shall be responsible for all requirements and instructions that it furnishes to Engineer pursuant to this Main Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Engineer pursuant to this Main Agreement or any Task Order. Engineer may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Main Agreement or any Task Order, subject to any express limitations or reservations applicable to the furnished items.

- G. Owner shall give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of:
 - 1. any development that affects the scope or time of performance of Engineer's Services;
 - 2. the presence at the Site of any Constituent of Concern; or
 - 3. any relevant, material defect or nonconformance in: (a) Engineer's Services, (b) the Work, (c) the performance of any Constructor, or (d) Owner's performance of its responsibilities under this Main Agreement.
- H. Owner shall advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to a Specific Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructability review.
- I. If Owner designates a construction manager, site representative, or any individual or entity other than, or in addition to, Engineer to represent Owner at the Site, then Owner shall define and set forth, in an exhibit to the governing Task Order, the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.
- J. Owner shall:
 - 1. Attend and participate in the pre-procurement conference, bid opening, procurement related meetings, pre-construction conferences, construction progress and other job-related meetings, and Site visits to determine Substantial Completion and readiness of the completed Work for final payment.
 - 2. Primarily communicate with Engineer's Subconsultants through the Engineer.
 - a. Promptly inform Engineer of the substance of any communications between Owner and Engineer's Subconsultants.
 - b. Refrain from directing the services of Engineer's Subconsultants.
 - 3. Not used.
 - 4. Perform or provide the following:
 - a. All other Owner responsibilities expressly identified in any Task Order, not otherwise set forth in this Agreement.
 - b. Not used.

2.06 Payment

- A. Owner shall pay Engineer as set forth in each Task Order, pursuant to the applicable terms of Article 4.

ARTICLE 3—TERM, COMPENSATION LIMIT, AND TIMES FOR RENDERING SERVICES

3.01 Term and Compensation Limit

- A. This Main Agreement is effective as of the Effective Date of the Main Agreement and, unless terminated as provided for in this Main Agreement, shall continue for one (1) year from the Effective Date of the Agreement ("Initial Agreement Term").

- B. The parties may extend or renew this Agreement, with or without changes, by written instrument establishing a new term for three additional one (1) year terms (“Subsequent Agreement Terms”).
- C. The Initial Agreement Term and any Subsequent Agreement Term(s) are together the “Agreement Term”.
- D. It is understood that the Engineer’s Services under the Task Orders issued may not be completed during the Agreement Term; however, all terms and conditions of this Agreement, including all rights and obligations, shall survive until the Services are completed, except the Owner’s right to issue, and the Engineer’s right to accept, additional Task Orders.
- E. The sum of all Task Order fees during each one (1) year term of the Agreement Term shall not exceed ten million dollars (\$10,000,000), and the sum of fees on any single project shall not exceed two million five hundred thousand dollars (\$2,500,000).

3.02 Commencement

- A. Engineer is authorized to begin rendering services under a Task Order as of the Effective Date of the Task Order.

3.03 Time for Completion

- A. The Effective Date of the Task Order and the times for completing Services or providing deliverables will be stated in each Task Order.
- B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer’s Services is impaired, or Engineer’s Services are delayed or suspended, then the time for completion of Engineer’s Services, and amounts of Engineer’s compensation, will be adjusted equitably.
- C. If Owner authorizes changes in the Scope, extent, or character of a Specific Project, or of Engineer’s Services, then the time for completion of Engineer’s Services, and amounts of Engineer’s compensation, will be adjusted equitably.
- D. If the Contract Times (as defined in the Construction Contract) to complete the Work under a Construction Contract are extended beyond the period stated in the governing Task Order, Owner will pay Engineer for the additional Services during the extension.
- E. If Engineer fails, for reasons within the control of Engineer, to complete the performance required in a Task Order within the time set forth, as duly adjusted, then Owner shall be entitled, as its sole remedy, to the recovery of direct damages to the extent, if any, resulting from such failure by Engineer.

ARTICLE 4—INVOICES AND PAYMENTS

4.01 Invoices

- A. Preparation and Submittal of Invoices: Engineer shall prepare invoices in accordance with its standard invoicing practices and the terms of any progress reporting.
- B. Engineer shall remit each invoice to invoicing@alexrenew.com, with a copy to the Owner’s Task Order Manager, as soon as possible after the end of each calendar month, but no later than the 15th day of the following month.
- C. Invoices shall include at a minimum:

1. The Main Agreement number, the applicable Task Order number and title, and the Purchase Order number;
2. Dates/periods that the invoice covers;
3. Progress report summarizing Services provided for the dates/periods that the invoice covers;
4. Task Order schedule and status;
5. Summary of Services performed by each employee including the employee's name, hourly rate, and hours worked;
6. Summary and documentation of expenses; and
7. All necessary backup documentation, including additional documentation as requested by the Owner.

4.02 Payments

- A. Application to Interest and Principal: Payment will be credited first to any interest owed to Engineer and then to principal.
- B. Disputed Invoices: If Owner disputes an invoice, either as to amount or entitlement, then within fifteen (15) days after receipt of such invoice, Owner shall promptly notify the Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion, subject to the terms of Article 4. After a disputed item has been resolved, Engineer shall include the agreed-upon amount on a new invoice.
- C. Failure to Pay: If Owner fails to make any undisputed payment due Engineer within 30 days after receipt of Engineer's invoice, then:
- D. amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day, and
- E. Engineer may, after giving 7 days' written notice to Owner, suspend services under this Agreement until Owner has paid in full amounts due. Owner waives any and all claims against Engineer for any such suspension.
- F. Sales or Use Taxes: If after the Effective Date of a Task Order any governmental entity takes an action that imposes additional sales or use taxes on Engineer's Services or compensation under the Task Order, then Engineer may invoice such additional sales or use taxes for reimbursement by Owner. Owner shall reimburse Engineer for the cost of such invoiced additional sales or use taxes; such reimbursement will be in addition to the compensation to which Engineer is entitled under the terms of this Main Agreement and the specific Task Order.
- G. All payment terms are net 30 days. The Owner will pay the Engineer within thirty (30) calendar days after the date of receipt of a correct and complete invoice as approved by the Owner, which includes, at a minimum all applicable information described in this Agreement.
- H. In no event shall payment be made for services performed by the Engineer if such Services are not authorized under this Main Agreement or a Task Order approved, in writing, by mutual agreement of the Owner and the Engineer.
- I. Engineer shall take one of the two following actions within 7 days after receipt of amounts paid to Engineer by Owner for services performed by Engineer's Subconsultants:

1. Pay the Engineer's Subconsultant for the proportionate share of the total payment received from Owner attributable to the Services performed by the Engineer's Subconsultant; or
 2. Notify Owner and the Engineer's Subconsultant, in writing, of Engineer's intention to withhold all or a part of the Engineer's Subconsultant's payment with the reason for nonpayment.
- J. Engineer shall pay interest to the Engineer's Subconsultant on all amounts owed by Engineer that remain unpaid after 7 days following receipt by Engineer of payment from Owner for Services performed by the Engineer's Subconsultant, except for amounts withheld as allowed herein.
- K. Engineer shall include in each of its subcontracts a provision requiring each Engineer's Subconsultant to include or otherwise be subject to the same invoicing, payment and interest requirements with respect to each lower-tier subconsultant or subcontractor.
- L. Engineer's obligation to pay an interest charge to an Engineer's Subconsultant pursuant to this Main Agreement shall not be construed to be an obligation of Owner. A contract modification shall not be made for providing reimbursement for the interest charge. A cost reimbursement claim shall not include any amount for reimbursement for the interest charge.
- M. Nothing contained in this Main Agreement shall create any contractual relationship between any Engineer's Subconsultants and Owner.

4.03 Basis of Compensation

- A. The bases of compensation (compensation methods) for Services performed by the Engineer must be identified in each specific Task Order. Owner shall pay Engineer for Services in accordance with the applicable basis of compensation.
- B. The following bases of compensation are used for Services under Task Orders, as identified in each specific Task Order:
1. Lump Sum (plus any expenses expressly eligible for reimbursement)
 2. Not used.
 3. Direct Labor Costs Times a Factor (plus any expenses expressly eligible for reimbursement)
- C. The terms and conditions applicable to each of the three compensation methods are set forth in Paragraph 4.04.

4.04 Explanation of Compensation Methods

- A. Lump Sum
1. Owner shall pay Engineer a Lump Sum amount for the specified category of Services.
 2. The Lump Sum will include compensation for Engineer's Services and Services of Engineer's Subconsultants, if any. The Lump Sum constitutes full and complete compensation for Engineer's Services in the specified category, including labor costs, overhead, profit, expenses (other than those expenses expressly eligible for reimbursement, if any), and Engineer's Subconsultant charges.
 3. In addition to the Lump Sum, Engineer is also entitled to reimbursement from Owner for the following expenses reasonably and necessarily incurred by Engineer in

connection with the performing or furnishing of the Services in the specified category (see Appendix 1 for rates or charges):

- a. None.
 4. The portion of the Lump Sum amount billed for Engineer's Services will be based upon Engineer's estimate of the proportion of the total Services completed during the billing period to the Lump Sum.
- B. Not used.
- C. Direct Labor Costs Times a Factor
1. For the specified category of Services, the Owner shall pay Engineer an amount equal to Engineer's Direct Labor Costs times a factor plus Reimbursable Expenses for the Services of Engineer's employees engaged on the Specific Project. Direct Labor Costs means salaries and wages paid to employees but does not include payroll-related costs or benefits. The factor is a multiplier which is calculated from the Engineer's Audited Overhead Rate plus Direct Labor Costs (1) multiplied by 1 plus the Engineer's profit. The Engineer's profit is not to exceed (10) percent. Under this method, Engineer shall also be entitled to reimbursement from Owner for the expenses identified in Paragraph 4.05 below.
 2. Not used.
 3. The total compensation for the specified category of Services must be stated in the Task Order. This total compensation incorporates all labor, overhead, profit, and reimbursable expenses (including Engineer's Subconsultant's charges, if any) for a not-to-exceed amount.
 4. The amounts billed each billing period are to be based on the Direct Labor Costs for the hours charged to the specified category of services on the Specific Project during the billing period, times the factor for Direct Labor Costs. Invoices will also include direct costs for Reimbursable Expenses paid during the billing period times the applicable factor for Reimbursable Expenses, and direct costs for Engineer Subconsultants' charges paid during the billing period times the applicable factor for Engineer Subconsultants' charges.
 5. The Reimbursable Expenses Schedule, Direct Labor Costs, and the multiplier applied to Direct Labor Costs will be established for each Task Order shall remain for the duration of a Task Order, including the duration of any Task Order Amendments.
 6. The Audited Overhead Rate means an indirect cost rate that has been reviewed and found to be without deficiencies through an independent audit in the last calendar year; or, approved by a Federal Agency in compliance with 2 CFR Part 200, Subpart E & Appendix IV of the Federal Acquisition Regulation (FAR), whichever applies; or, in special cases, (e.g. small firms with less than a total of four (4) persons including owners) the Owner may, at its discretion, establish indirect cost factors for services based on information other than a federally-negotiated rate or independent audit.

4.05 Reimbursable Expenses

- A. Under the Lump Sum method basis of compensation to Engineer, unless expressly indicated otherwise the Lump Sum amount includes the following categories of expenses: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls, mobile phone services, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract

Documents, and similar Specific Project-related items; and Engineer's Subcontractor and Subconsultant charges. These expenses are not reimbursable under the Lump Sum method, unless expressly indicated otherwise in Paragraph 4.04.A.3 above.

- B. Expenses eligible for reimbursement under the Direct Labor Costs Times a Factor method of compensation include the following expenses reasonably and necessarily incurred by Engineer in connection with the performing or furnishing of Services for the Task Order:
 - 1. Transportation (including mileage), lodging, and subsistence incidental thereto;
 - 2. Providing and maintaining field office facilities including furnishings and utilities;
 - 3. Toll telephone calls, mobile phone services, and courier services; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Specific Project-related items;
 - 4. Subconsultant charges; and
 - 5. Other expenses identified in the Task Order.
- C. Reimbursable expenses reasonably and necessarily incurred in connection with services provided under the Direct Labor Costs Times a Factor method will be reimbursed at the not-to-exceed amounts detailed in the following schedule, subject to the factors set forth below:
 - 1. Air Travel: \$1,000 per round trip flight (air travel shall be coach or economy class only)
 - 2. Rental Car: \$100 per day
 - 3. Lodging: Current GSA per diem rate for lodging for City of Alexandria, VA
 - 4. Meals: Current GSA per diem rate for lodging for City of Alexandria, VA
 - 5. Mileage: Current published IRS standard mileage rates
- D. Valid receipts are required for all expenditures regardless of cost. Receipts submitted with the invoices should be originals indicating the name of the payee, date paid, amount, and the service rendered.
- E. The amounts payable to Engineer for reimbursable expenses will be the Specific Project-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external reimbursable expenses allocable to the Specific Project.
- F. Whenever Engineer is entitled to compensation for the charges of the Engineer's Subconsultants, those charges will be the amount billed by such Engineer's Subconsultants to Engineer times a factor of 10 percent.
- G. The external reimbursable expenses and Engineer's Subconsultants' factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs. Any factor is intended to reimburse the Engineer for administration and management of the subcontracts. If the Engineer includes a factor in lieu of labor costs associated with subcontracted Services, the Engineer may not charge the Owner for both labor costs and use a factor for the same Service.

4.06 Other Provisions Concerning Payment

- A. Not used.

ARTICLE 5—OPINIONS OF COST

5.01 Opinions of Probable Construction Cost

- A. Engineer's opinions of probable Construction Cost (if any) are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner requires greater assurance as to probable Construction Cost, then Owner agrees to obtain an independent cost estimate.

5.02 Opinions of Total Project Costs

- A. The services, if any, of Engineer with respect to Total Project Costs will be limited to assisting the Owner in tabulating the various categories that comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs.

ARTICLE 6—GENERAL CONSIDERATIONS

6.01 Standards of Performance

- A. **Standard of Care:** The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any Services performed or furnished by Engineer.
- B. **Technical Accuracy:** Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.
- C. **Engineer's Subconsultants:** Engineer may retain such Engineer's Subconsultants as Engineer deems necessary to assist in the performance or furnishing of the Services, subject to reasonable, timely, and substantive objections by Owner. Engineer is responsible to Owner for the acts and omissions of any Engineer's Subconsultants performing or furnishing Services under this Agreement.
- D. **Reliance on Others:** Subject to the standard of care set forth in Paragraph 6.01.A, Engineer may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- E. **Compliance with Laws and Regulations, and Policies and Procedures**
 - 1. Engineer and Owner shall comply with applicable Laws and Regulations.
 - 2. Engineer shall comply with the policies, procedures, and instructions of Owner that are applicable to Engineer's performance of services under this Agreement and that Owner provides to Engineer in writing, subject to the standard of care set forth in Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.

3. This Agreement is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date. The following may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation:
 - a. changes after the Effective Date of the Task Order to Laws and Regulations,
 - b. the receipt by Engineer after the Effective Date of the Task Order of Owner-provided written policies and procedures, and
 - c. changes after the Effective Date of the Task Order to Owner-provided written policies or procedures.
- F. Not used.
- G. Copies of Drawings and Specifications: If Engineer is required to prepare or furnish Drawings or Specifications under a specific Task Order, Engineer shall deliver to Owner at least one complete electronic copy of such Drawings and Specifications, signed and sealed according to applicable Laws and Regulations, and one complete printed copy, duly signed and sealed.
- H. Engineer shall not be required to sign any document, no matter by whom requested, that would result in Engineer having to certify, guarantee, or warrant conditions whose existence the Engineer cannot ascertain within the authorized scope of Engineer's Services. Owner agrees not to make resolution of any dispute with Engineer or payment of any amount due to Engineer in any way contingent upon Engineer signing any such document.
- I. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor will Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a Constructor to comply with Laws and Regulations applicable to that Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.
- J. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform the Work in accordance with the Construction Contract Documents.
- K. Engineer shall not be responsible for any decision made regarding the Construction Contract Documents, or any application, interpretation, clarification, or modification of the Construction Contract Documents, other than those made by Engineer.
- L. Engineer is not required to provide and does not have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.
- M. Engineer's services do not include providing legal advice or representation.
- N. Engineer's services do not include (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission, or (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances.

- O. While at the Site, Engineer and Engineer's Subconsultants, and their employees and representatives will comply with the applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.

6.02 Ownership and Use of Documents

- A. All Documents are instruments of service, and Engineer owns the Documents, including all associated copyrights and the right of reuse at the discretion of the Engineer, subject to the following provisions:
 - 1. Upon receipt by Engineer of full payment due and owing for all Services relating to preparation of the Documents for a Specific Project and subject to the explicit exclusions in this Paragraph 6.02.A, Engineer and any Engineer's Subconsultants will grant to Owner the ownership of the Documents for that Specific Project, including all associated copyrights and the right of reuse.
 - 2. When requested by Owner, Engineer will perform any clerical or administrative acts reasonably necessary to confirm or record the transfer of Engineer's interests in the Documents to the Owner, and Owner will reimburse the Engineer for its costs to comply with the transfer request.
 - 3. Engineer shall have and retain the ownership, title, and property rights, including copyright, patent, intellectual property, and common law rights, in any design elements (including but not limited to standard details, drawings, plans, specifications, methodologies, and engineering computations) used in the Documents, but developed by Engineer or the Engineer's Subconsultants previous to or independent of this Agreement ("Previously/Independently Created Works"). Engineer shall provide appropriate verification of such previous or independent development upon Owner's request.
 - 4. Upon receipt by Engineer of payment due and owing for Services relating to preparation of the Documents for a Specific Project, Engineer will issue to Owner a royalty-free, nonexclusive and irrevocable license to use such Previously/Independently Created Works on that Specific Project or on any extension of that Specific Project.
 - 5. Owner acknowledges that the Documents are not intended or represented to be suitable for use on the Specific Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Specific Project, on any other project or Specific Project, or for any other use or purpose, without written verification or adaptation by Engineer.
 - 6. Any such use or reuse, or any modification of the Documents for a Specific Project, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and Consultants.
 - 7. Not used.
 - 8. Such limited license to Owner shall not create any rights in third parties.
 - 9. Nothing herein limits the Engineer's right of use or reuse of Previously/Independently Created Works or any of Engineer's non-Documents work product.
- B. If Engineer, at Owner's request, verifies the suitability of the Documents, completes them, or adapts them for extensions of the Specific Project or for any other purpose, then Owner

shall compensate Engineer at rates or in an amount to be agreed upon by Owner and Engineer.

- C. Engineer shall inform Owner if Engineer is aware of any invention, design, process, product, or device specified in the Drawings, Specifications, or other Documents that is subject to payment (whether by Owner or Contractor) of any license fee or royalty to others, as required by patent rights or copyrights. If Engineer's good-faith inclusion in the Drawings, Specifications, or other Documents of new, innovative, or non-standard technologies, for the benefit of Owner and the Project, results in third-party claims of infringement or violation of intellectual property rights, then Owner and Engineer shall share equally the costs of defending against, settling, or paying such claims.
- D. Engineer will obtain Owner's consent, which will not be unreasonably withheld, prior to releasing any publicity, including news and press releases, promotional publications, award and prize competition submittals, and other advertising regarding the subject matter of this Agreement. Nothing herein will limit the Engineer's right to include information in statements of qualifications and proposals to others accurately describing its participation and participation of employees in the Project.

6.03 Electronic Transmittals

- A. To the fullest extent practical, Owner and Engineer agree to transmit, and accept, all correspondence, Documents, text, data, drawings, information, and graphics related to each Specific Project, in electronic media or digital format, either directly, or through access to a secure Project website.
 - 1. Compliance with any electronic documents protocol by Engineer shall be considered a Service as part of the performance of any Task Order and no direct or separate compensation will be paid to Engineer for such compliance, unless provisions for separate compensation are expressly set forth in an electronic documents protocol as an Amendment to this Agreement or in a specific Task Order.
 - 2. Engineer's costs directly attributable to changes in Engineer's Electronic Documents obligations, after the effective date of this Agreement, necessitated by revisions to an electronic documents protocol, delayed adoption of an electronic documents protocol, or implementation of other Electronic Documents protocols, will be compensated as set forth in the applicable Task Order.
- B. If this Agreement does not include Exhibit F, or a specific Task Order expressly excludes the application of Exhibit F or otherwise does not establish or include protocols for transmittal of Electronic Documents by Electronic Means, then Owner and Engineer may operate without specific protocols or may jointly develop such protocols at a later date.
- C. Except as stated otherwise in Exhibit F (if included in this Agreement), when transmitting Electronic Documents by Electronic Means, the transmitting party makes no representations as to long term compatibility, usability, or readability of the Electronic Documents resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the Electronic Documents, or from those established in applicable protocols.
- D. This Agreement (including any electronic documents protocols) is not intended to create obligations for Owner or Engineer with respect to transmittals to or from third parties, except as expressly stated in an electronic documents protocol.

6.04 Insurance

- A. Engineer shall procure and maintain insurance as set forth in Exhibit G.

- B. Additional Insureds:
 - 1. The Engineer's commercial general liability, automobile liability, and umbrella or excess liability policies, must:
 - a. include and list as additional insureds Owner, and any individuals or entities identified as additional insureds in Exhibit G;
 - b. include coverage for the respective officers, directors, members, partners, and employees of all such additional insureds;
 - c. afford primary coverage to these additional insureds for all claims covered thereby (including as applicable those arising from both ongoing and completed operations); and
 - d. not seek contribution from insurance maintained by the additional insured.
 - 2. The Engineer's cyber/network security liability policy must:
 - a. Include and list as an additional insured the Owner for third-party claims only.
- C. All required insurance policies must include a waiver of subrogation in favor of the Owner and any Owner Indemnitees.
- D. Owner shall require Contractor to purchase and maintain policies of insurance covering workers' compensation, general liability, and automobile liability insurance on any project involving the Engineer. Owner shall require the Contractor to include the Engineer and any Engineer Subconsultants as additional insureds on the commercial general liability and automobile liability policies.
- E. Engineer shall deliver to the Owner certificates of insurance evidencing the coverages indicated in Exhibit G. Such certificates must be furnished prior to commencement of Engineer's services and at renewals thereafter during the life of the Agreement.
 - 1. Upon request by Owner or any other insured, Engineer shall also furnish other evidence of such required insurance, including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, full disclosure of all relevant exclusions, and evidence of insurance required to be purchased and maintained by Engineer's. In any documentation made available for review under this provision, Engineer may redact (a) any confidential premium or pricing information and (b) any wording specific to projects or jurisdictions other than those applicable to this Agreement.
- F. Not used.
- G. Not used.
- H. All policies of insurance must contain a provision or endorsement that the coverage afforded will not be canceled, and that renewal will not be refused, until at least 10 days prior written notice has been given to the primary insured. Upon receipt of such notice, the primary insured must promptly forward a copy of the notice to the other party to this Agreement and replace the coverage being cancelled or reduced to conform to the requirements of this Agreement.
- I. Not used.

6.05 Suspension and Termination

- A. Suspension

1. By Owner: Owner may suspend Engineer's services under a specific Task Order for up to 90 days upon 7 days' written notice to Engineer.
 2. By Engineer: Engineer may, after giving 7 days' written notice to Owner, suspend services under a Task Order:
 - a. if Owner has failed to pay Engineer for invoiced services and expenses under that Task Order, as set forth in Paragraphs 4.02.B and 4.02.C;
 - b. in response to the presence of Constituents of Concern at the Site, as set forth in Paragraph 6.09.D; or
 - c. not used.
 3. A suspension under a specific Task Order, whether by Owner or Engineer, does not affect the duty of the two parties to proceed with their obligations under other Task Orders.
- B. Termination for Cause—Task Order
1. Either party may terminate a Task Order for cause upon 30 days' written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement and the specific Task Order, through no fault of the terminating party.
 - a. Notwithstanding the foregoing, the Task Order will not terminate under Paragraph 6.05.B.1 if the party receiving such notice begins, within 7 days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein will extend up to, but in no case more than, 60 days after the date of receipt of the notice.
 2. In addition to its termination rights in Paragraph 6.05.B.1, Engineer may terminate a Task Order for cause upon 7 days' written notice:
 - a. if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional;
 - b. if the Engineer's Services under the Task Order are delayed or suspended for more than 90 days for reasons beyond Engineer's control; or
 - c. as the result of the presence at or adjacent to the Site of undisclosed Constituents of Concern, as set forth in Paragraph 6.09.E.
 3. Engineer will have no liability to Owner on account of any termination by Engineer for cause.
- C. Not used.
- D. Termination for Convenience by Owner: Owner may terminate a Task Order or this Main Agreement for Owner's convenience, effective upon Engineer's receipt of notice from Owner. Additionally, because all payment obligations from Owner under this Main Agreement and each Task Order are subject to the availability of appropriations from Owner's Board of Directors, in the event of non-appropriation of funds, irrespective of the source of funds, for the Services under this Agreement, Owner may terminate this Agreement, in whole or in part, for those goods or Services for which funds have not been

appropriated. Written notice will be provided to Engineer as soon as possible after such action is completed.

- E. Effective Date of Termination: If Owner terminates the Main Agreement for cause or convenience, Owner may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site(s), to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble project materials in orderly files. Engineer shall be entitled to compensation for such tasks.
- F. Payments Upon Termination: In the event of any termination under Paragraph 6.05, Engineer will be entitled to invoice Owner and to receive full payment for all Services that have been performed or furnished in accordance with this Main Agreement and the specific Task Order, and all reimbursable expenses incurred through the effective date of termination. Upon making such payment, Owner will have the right to the use of Documents subject to the provisions of Paragraph 6.02.A.
 - 1. If Owner has terminated a Task Order for cause and disputes Engineer's entitlement to compensation for Services and reimbursement of expenses, then Engineer's entitlement to payment and Owner's rights to the use of the Documents will be resolved in accordance with the dispute resolution provisions of this Main Agreement or as otherwise agreed in writing.
 - 2. If Owner has terminated the Main Agreement for convenience, or if Engineer has terminated a Task Order for cause, then Engineer will be entitled, in addition to the payments identified above, to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's Subconsultants, and other related close-out costs, using methods and rates as set forth in this Main Agreement.

6.06 Successors, Assigns, and Beneficiaries

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 6.06.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Main Agreement and any Task Order issued under this Main Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, claims arising out of this Agreement or money that is due or may become due) in this Main Agreement, or in any Task Order, without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Main Agreement or any Task Order.
- C. Unless expressly provided otherwise in this Main Agreement:
 - 1. All duties and responsibilities undertaken pursuant to this Main Agreement or any Task Order will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

2. Nothing in this Main Agreement or in any Task Order will be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them.
3. Owner agrees that the substance of the provisions of this Paragraph 6.06.C will appear in all Construction Contracts associated with this Main Agreement and its Task Orders.

6.07 Dispute Resolution

- A. Owner and Engineer shall resolve all disputes in the following manner:
 1. Engineer shall give notice to Owner, with a copy to Owner's designated representative, of any dispute arising out of or relating to this Agreement, in writing and within 10 days for the occurrence or beginning of the dispute. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice, prior to invoking any other form of dispute resolution.
 2. If the Owner and Engineer are unable to resolve the dispute through good faith negotiation, then the Engineer shall submit a claim to Owner, with a copy to Owner's designated representative, detailing the dispute and requested resolution, in writing and within 10 days after the conclusion of the negotiation period set forth in Paragraph 6.07.A.1. Engineer's failure to timely submit such claim shall mean that Engineer has waived the claim and has no further right to pursue a remedy for such dispute. Owner's Chief Executive Officer shall consider Engineer's claim and shall render a final decision in writing on such claim within 60 days of Owner's receipt of the claim.
 3. If the Engineer disagrees with the Chief Executive Officer's final decision, or if the Chief Executive Officer fails to render a written final decision in within the time set forth in Paragraph 6.07.A.2, then the Engineer may pursue further action as follows. First, the Engineer shall request, in writing and within 10 days after the Chief Executive Officer's final decision (or time when the final decision should have been issued, as applicable), that the Owner agree to participate in voluntary, non-binding mediation of the dispute. If so agreed, Owner and Engineer agree to participate in the mediation process in good faith. The process will be conducted on a confidential basis and must be completed within 120 days. Each party shall bear its own costs of mediation and the parties shall split equally the costs and fees charged by the mutually agreeable mediator selected by the parties to conduct the mediation.
 4. If the parties fail to resolve a dispute through negotiations under Paragraph 6.07.A.1, Owner's Chief Executive Officer's review of the claim under Paragraph 6.07.A.2 or mediation under Paragraph 6.07.A.3 (if conducted), then:
 - a. Engineer may institute legal action as provided under Section 2.2-4364 of the Code of Virginia, in the circuit courts of the City of Alexandria, Virginia, which the parties agree shall have exclusive jurisdiction over any disputes arising out of or relating to this Agreement. THE PARTIES AGREE TO WAIVE THEIR RIGHT TO TRIAL BY JURY AND AGREE TO HAVE ANY LITIGATION HEARD AND DECIDED BY A JUDGE SITTING WITHOUT A JURY.
- B. Not used.
- C. Not used.

6.08 Controlling Law; Venue

- A. This Main Agreement and all Task Orders (unless expressly stated otherwise) are to be governed by the Laws and Regulations of the state in which the principal office of the Owner is located: Alexandria, Virginia.
- B. Venue for any exercise of rights at law will be the circuit courts of the City of Alexandria, Virginia.

6.09 Environmental Condition of Site

- A. With respect to each specific Task Order, Specific Project, and Site (unless indicated otherwise in a specific Task Order), Owner represents to Engineer that, as of the Effective Date of the Task Order, to the best of Owner's knowledge, no Constituents of Concern, other than those disclosed in writing to Engineer, exist at or adjacent to the Site.
- B. Undisclosed Constituents of Concern. For purposes of this Paragraph 6.09, the presence at or adjacent to the Site of Constituents of Concern that were not disclosed to Engineer pursuant to Paragraph 6.09.A, in such quantities or circumstances that such Constituents of Concern may present a danger to persons or property exposed to them, will be referred to as "undisclosed" Constituents of Concern.
 - 1. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated in the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of this Agreement or the Construction Contract, are not undisclosed Constituents of Concern.
 - 2. Constituents of Concern that are to be located, identified, studied, removed, or remediated as part of the Services under a Task Order are not undisclosed Constituents of Concern.
 - 3. Constituents of Concern that are to be located, identified, studied, removed, or remediated as part of the services under another professional services contract for Owner, or as part of the work under a construction or remediation contract, are not undisclosed Constituents of Concern if Engineer has been informed of the general scope of such contract.
- C. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (1) Owner and (2) appropriate authorities having jurisdiction if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.
- D. It is acknowledged by both parties that for all Task Orders the Engineer's Scope of Services does not include any services related to undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an undisclosed Constituent of Concern, or if encountered, uncovered, or revealed Constituents of Concern are present in substantially greater quantities or substantially different locations than disclosed or anticipated, or if investigative or remedial action, or other professional services, are necessary or required by applicable Laws and Regulations with respect to such Constituents of Concern, then Engineer may, at its option and without liability for direct, consequential, or any other damages, suspend performance of Services on the portion of the Specific Project adversely affected thereby until such portion of the Specific Project is no longer so affected; and Owner shall promptly determine whether to retain a qualified expert to evaluate such condition or take any necessary corrective action.

- E. If the presence at a Site of undisclosed Constituents of Concern, or of Constituents of Concern in substantially greater quantities or in substantially different locations than disclosed or anticipated, adversely affects the performance of Engineer's Services under a specific Task Order, then:
 - 1. if the adverse effects do not preclude Engineer from completing its Specific Project Services in general accordance with the Task Order on unaffected or marginally affected portions of the Specific Project, Engineer may accept an equitable adjustment in its compensation or in the time of completion, or both; and the Task Order will be amended to reflect changes necessitated by the presence of such Constituents of Concern; or
 - 2. if the adverse effects are of such materiality to the overall performance of Engineer that it cannot complete its Specific Project Services without significant changes to the Scope of Services, time of completion, and compensation, then Engineer may terminate the Task Order for cause on 7 days' written notice.
- F. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and will not be required to become an "owner," "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

6.10 Indemnification and Mutual Waiver

- A. Indemnification by Engineer: To the fullest extent permitted by Laws and Regulations, Engineer shall indemnify and hold harmless Owner and each Contractor, and each of their officers, directors, members, partners, agents, and employees, from losses, damages, and judgments (including reasonable consultants' and attorneys' fees and expenses) arising from third-party claims or actions relating to a Specific Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission or intentional misconduct of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Engineer's Subconsultants.
- B. Not used.
- C. No Defense Obligation: The indemnification commitments in this Agreement do not include a defense obligation by the indemnitor unless such obligation is expressly stated.
- D. Percentage Share of Negligence: To the fullest extent permitted by Laws and Regulations, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, will not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.
- E. Waiver: To the fullest extent permitted by Laws and Regulations, Engineer waives against Owner, and Owner's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Main Agreement, any Task Order, or a Specific Project, from any cause or causes. Such excluded damages include but are not limited to loss of profits or revenue; loss of use or

opportunity; loss of good will; cost of substitute facilities, goods, or services; and cost of capital.

6.11 Records Retention

- A. Engineer shall maintain on file in legible form, for a period of five years following completion or termination of its Services under a specific Task Order, or such other period as required by Laws and Regulations, all Documents, records (including cost records), and design calculations related to Engineer's services or pertinent to Engineer's performance under the Task Order. Upon Owner's request, Engineer shall provide a copy of any such item to Owner at cost.

6.12 Miscellaneous Provisions

- A. Notices: Any notice required under this Main Agreement or a Task Order will be in writing, and delivered: in person (by commercial courier or otherwise); by registered or certified mail; or by e-mail to the recipient, with the words "Formal Notice" or similar in the e-mail's subject line. All notices must be effective upon the date of receipt.
- B. Survival: Subject to applicable Laws and Regulations, all express representations, waivers, indemnifications, and limitations of liability included in this Main Agreement or in a Task Order will survive completion or termination for any reason.
- C. Severability: Any provision or part of the Main Agreement or any Task Order held to be void or unenforceable under any Laws or Regulations will be deemed stricken, and all remaining provisions will continue to be valid and binding upon Owner and Engineer.
- D. No Waiver: A party's non-enforcement of any provision will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Agreement.
- E. Accrual of Claims: To the fullest extent permitted by Laws and Regulations, all causes of action arising under this Main Agreement and any Task Order will be deemed to have accrued, and all statutory periods of limitation will commence, no later than the date of Substantial Completion of the Specific Project to which the claims relate; or, if Engineer's Services under a Task Order do not include Construction Phase services, or the Specific Project is not completed, then no later than the date of Owner's last payment to Engineer under the applicable Task Order.
- F. Key Personnel—All Key Personnel identified in Exhibit A are committed to this Agreement for the duration of the Agreement, for so long as they remain employed by Engineer. Likewise, if a Key Personnel is identified in an amendment, such individual shall be committed for the remainder of the duration of the Agreement, for so long as they remain employed by Engineer. For each Task Order, additional Key Personnel may be identified as agreed-upon by the Owner and the Engineer and will be committed to the execution of the Task Order work for the duration. If extraordinary circumstances require a proposed change in Key Personnel under this Agreement, it must be submitted in writing to Owner's designated representative. In circumstances where the change is based on a Key Personnel leaving the employ of Engineer, qualifications information shall be provided on one or more proposed substitutes, and Owner's designated representative, at his/her reasonable discretion, will determine who will become the substitute and remain a Key Personnel going forward, and an amendment shall be executed to reflect the approved change. In circumstances where the change concerns a Key Personnel who will remain in the employ of Engineer, information about the basis for the change request and qualifications information for one or more proposed substitutes will be provided and Owner's designated representative, at his/her reasonable discretion, will determine

whether to authorize the proposed removal and, if approved, who shall become the substitute and remain a Key Personnel going forward and an amendment shall be executed to reflect the approved change.

- G. Non-Discrimination - Engineer will not discriminate against any employee or applicant for employment because of age, race, color, disability, religion, sex, national origin or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of Engineer.
1. Engineer agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 2. Engineer, in all solicitations or advertisements for employees placed by or on behalf of Engineer, will state that it is an equal opportunity employer. Notices, advertisements, and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for meeting this requirement.
 3. Engineer will include the substance of this Paragraph 6.12.G in every subcontract or purchase order equal to or greater than \$10,000 in value unless exempted by rules, regulations, or orders of the U.S. Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 of October 13, 1967, so that such provisions will be binding upon each Engineer's Subconsultant.
- H. Non-Discrimination against Faith-Based Organizations - Owner does not discriminate against faith-based organizations and Engineer agrees not to discriminate against faith-based organizations.
- I. Federal Immigration Law - Engineer, Engineer's Subconsultants, and any others it may employ do not, and will not during the term of this Agreement, knowingly employ an unauthorized alien as defined in the Federal Immigration and Reform and Control Act of 1986.
- J. Drug-Free Workplace - Throughout the term of this Agreement, Engineer agrees to:
1. provide a drug-free workplace for Engineer's employees;
 2. post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in Engineer's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
 3. state in all solicitations or advertisements for employees placed by or on behalf of Engineer that Engineer maintains a drug-free workplace; and
 4. include the provisions of the foregoing clauses in every subcontract or purchase order equal to or greater than \$10,000 in value, so that the provisions will be binding upon each Engineer's Subconsultant.

For the purposes of this provision, "drug-free workplace" means any site for the performance of services in connection with this Agreement, where the employees of Engineer are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana.

- K. Authorization to Conduct Business in the Commonwealth of Virginia – Engineer must, pursuant to Code of Virginia §2.2-4311.2, be and remain authorized to transact business in the Commonwealth of Virginia during the entire term of the Agreement, otherwise, the Agreement is voidable at the sole option of and no expense to Owner.
- L. Cybersecurity Compliance - Engineer shall comply with all applicable federal, state and local Laws and Regulations related to cybersecurity. Engineer also agrees to comply with all provisions of the Owner's then-current cybersecurity and information technology policies and procedures, as are pertinent to Engineer's operation. Engineer may, at any time, be required to execute and complete, for each individual Engineer's employees or agents, additional forms which may include non-disclosure agreements to be signed by Engineer's employees or agents acknowledging the confidentiality of Owner's information entrusted with which such employees and agents while working on the Project. Any unauthorized release of proprietary or personal information by Engineer or an employee or agent of Engineer, including but not limited to Engineer's Subconsultants, shall constitute a breach of its obligations under this Paragraph and the Agreement. Engineer shall immediately notify Owner, if applicable, of any "breach of security of the system" as that term is defined in Virginia Code 18.2-186.6, and other personal identifying information, such as personnel data or date of birth, provided by Owner to Engineer. Engineer shall provide Owner the opportunity to participate in the investigation of the breach and to exercise control over reporting the unauthorized disclosure, to the extent permitted by Laws and Regulations. Engineer shall indemnify and hold Owner harmless from and against any and all fines, penalties (whether criminal or civil), judgments, damages and assessments, including reasonable expenses suffered by, accrued against, or charged to or recoverable from Owner, on account of the failure of Engineer to perform its obligations pursuant to this Paragraph.
- M. Liens – Owner's interest, whether in fee simple or easement, in any Site at which the work or Services under this Agreement is to be provided, cannot be subjected to a mechanic's lien because mechanics liens cannot be placed on publicly-owned property rights in the Commonwealth of Virginia.
- N. Confidentiality - Each party shall (i) hold in strict confidence all confidential information of the other party, (ii) use the confidential information solely to perform or to exercise its rights under this Agreement, and (iii) not transfer, display, convey or otherwise disclose or make available all or any part of such confidential information to any third-party. However, parties may disclose the confidential information to such individuals that are bound by non-disclosure contracts. Each party shall take the same measures to protect against the disclosure or use of the confidential information as it takes to protect its own proprietary or confidential information (but in no event shall such measures be less than reasonable care).
1. The term "confidential information" shall not include information that is:
 - a. in the public domain through no fault of the receiving party or of any other person or entity that is similarly contractually or otherwise obligated;
 - b. obtained independently from a third-party without an obligation of confidentiality to the disclosing party and without breach of this Agreement;
 - c. developed independently by the receiving party without reference to the Confidential Information of the other party; or
 - d. required to be disclosed under the Virginia Freedom of Information Act (§§2.2-3700 et seq. of the Code of Virginia) or similar Laws or Regulations or pursuant to a court order.

2. Upon the termination or expiration of this Agreement or upon the earlier request of Owner, Engineer shall:
 - a. at its own expense, (1) promptly return to Owner all tangible confidential information (and all copies thereof except the record required by Laws or Regulations), or (2) upon written request from Owner, destroy such confidential information and provide Owner with written certification of such destruction, and
 - b. cease all further use of Owner's confidential information, whether in tangible or intangible form.

Notwithstanding the requirements herein, Engineer may retain one (1) archival copy of the confidential information for its use in the performance of Services hereunder, provided that such information is kept in strict confidence and Engineer employs prudent measures to maintain its integrity and nondisclosure.

Owner shall retain and dispose of Engineer's confidential information in accordance with the Commonwealth of Virginia's records retention policies.

3. Engineer shall not use the name of Owner or refer to Owner, directly or indirectly, in any press release, conference presentation, article, or formal advertisement without receiving prior written consent of Owner. In no event may Engineer use a proprietary mark of Owner without receiving a prior written consent of Owner. Engineer shall not make any communications on behalf of Owner with any federal, state or local government officials or news media without a prior written approval of Owner.

ARTICLE 7—DEFINITIONS

7.01 Defined Terms

- A. Wherever used in this Agreement (as defined herein), terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits, or in the following definitions:
 1. Addenda—Written or graphic instruments issued prior to the opening of bids which clarify, correct, or change the bidding requirements or the proposed Construction Contract Documents.
 2. Not used.
 3. Agreement—This written contract for professional services between Owner and Engineer, including the Main Agreement, all exhibits and appendices to the Main Agreement identified in Paragraphs 8.01 and 8.02, all duly executed amendments, and all Task Orders, including all exhibits and duly executed amendments to such Task Orders.
 - a. Main Agreement—See definition at Paragraph 7.01.A.28 below.
 4. Application for Payment—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Construction Contract.
 5. Not used.
 6. Bidding/Proposal Documents—Documents related to the selection of the Contractor, including advertisements or invitations to bid; requests for proposals and qualifications; instructions to bidders or proposers, including any attachments such

as lists of available Site-related documents; bid forms; bids; proposal forms; proposals; bidding requirements; and qualifications documents.

7. Change Order—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Construction Contract Price or the Construction Contract Times, or other revision to the Construction Contract, issued on or after the effective date of the Construction Contract.
8. Change Proposal—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth in the Construction Contract, seeking an adjustment in Construction Contract Price or Construction Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Construction Contract Documents or the acceptability of Work under the Construction Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Construction Contract.
9. Constituents of Concern—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), lead-based paint (as defined by the HUD/EPA standard), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to Laws and Regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
10. Construction Contract—The entire and integrated written contract between the Owner and Contractor concerning the Work.
11. Construction Contract Documents—Those items designated as “Contract Documents” in the Construction Contract, and which together comprise the Construction Contract. See also definition of “Front-End Construction Contract Documents” below.
12. Construction Contract Price—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Construction Contract Documents.
13. Construction Contract Times—The number of days or the dates by which Contractor must: (a) achieve milestones, if any, in the Construction Contract; (b) achieve Substantial Completion; and (c) complete the Work.
14. Construction Cost—The cost to Owner of the construction of those portions of a Specific Project designed or specified by or for Engineer under a Task Order, including construction labor, services, materials, equipment, insurance, and bonding costs, and allowances for contingencies. Construction Cost does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damages to property; Owner’s costs for legal, accounting, insurance counseling, or auditing services; interest or financing charges incurred in connection with the Project; or the cost of other services to be provided by others to Owner. Construction Cost is one of the items comprising Total Project Costs.
15. Constructor—Any person or entity (not including the Engineer, its employees, agents, representatives, or Subconsultants, or Engineer’s Subcontractors), performing or supporting construction activities relating to a Specific Project, including but not limited to Contractors, Subcontractors, Suppliers, Owner’s work forces, utility

companies, other contractors, Engineers, design-builders, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.

16. Contractor—The entity or individual with which Owner enters into a Construction Contract.
17. Documents—All documents expressly identified as deliverables in this Main Agreement or in any Task Order, whether in printed or Electronic Document form, required to be provided or furnished by Engineer to Owner. Such specifically required deliverables may include, by way of example, Drawings, Specifications, data, reports, building information models, and civil integrated management models.
18. Drawings—That part of the Construction Contract Documents that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
19. Effective Date of the Main Agreement—The date indicated in this Main Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Main Agreement is signed and delivered by the last of the two parties to sign and deliver.
20. Effective Date of the Task Order—The date indicated in a specific Task Order on which the Task Order becomes effective, but if no such date is indicated, it means the date on which the Task Order is signed and delivered by the last of the two parties to sign and deliver.
21. Electronic Document—Any Specific Project-related correspondence, attachments to correspondence, data, documents, drawings, information, or graphics, including but not limited to Shop Drawings and other Submittals, that are in an electronic or digital format.
22. Electronic Means—Electronic mail (email), upload/download from a secure Specific Project website, or other communications methods that allow: (a) the transmission or communication of Electronic Documents; (b) the documentation of transmissions, including sending and receipt; (c) printing of the transmitted Electronic Document by the recipient; (d) the storage and archiving of the Electronic Document by sender and recipient; and (e) the use by recipient of the Electronic Document for purposes permitted by this Agreement. Electronic Means does not include the use of text messaging, or of Facebook, Twitter, Instagram, or similar social media services for transmission of Electronic Documents.
23. Engineer—The individual or entity named as such in this Main Agreement.
24. Engineer's Subconsultant—An individual, firm, vendor, or other entity having a contract with Engineer to furnish services, materials, equipment, or materials with respect to a Specific Project as Engineer's independent professional associates, consultants, subcontractors, suppliers, or vendors.
25. Field Order—A written order issued by Engineer which requires minor changes in the Work but does not change the Construction Contract Price or the Construction Contract Times.
26. Front-End Construction Contract Documents—Those Construction Contract Documents whose primary purpose is to establish legal and contractual terms and conditions, typically including the Owner-Contractor agreement, bonds, general conditions, and supplementary conditions. The term excludes the Drawings and Specifications, and any Construction Contract Documents delivered or issued after the effective date of the Construction Contract.

27. Laws and Regulations; Laws or Regulations—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
28. Main Agreement—The portion of the Agreement containing the general terms and conditions of the contract between Owner and Engineer, applicable to all Task Orders, including but not limited to provisions regarding task order procedures, Owner responsibilities, invoice and payment procedures, standard of care, ownership of documents, suspension and termination, and definitions.
29. Owner—The individual or entity named as such in this Main Agreement and for which Engineer's services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any Construction Contracts concerning Specific Projects.
30. Record Drawings—Drawings depicting the completed Specific Project, or a specific portion of the completed Specific Project, prepared by Engineer and based on Contractor's record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction.
31. Resident Project Representative—As authorized by a specific Task Order, the representative of Engineer assigned to assist Engineer at the Site during the Construction Phase. As used herein, the term Resident Project Representative (RPR) includes any assistants or field staff of the RPR. The duties and responsibilities of the RPR (if any) will be as set forth in each Task Order.
32. Samples—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
33. Services—The services to be performed for or furnished to Owner by Engineer as established in a specific Task Order.
34. Shop Drawings—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Construction Contract Documents.
35. Site—Lands or areas to be indicated in the Construction Contract Documents for a Specific Project as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.
36. Specifications—The part of the Construction Contract Documents that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
37. Specific Project—A specifically identified and defined total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the services to be performed or furnished by Engineer under a specific Task Order are a part.

38. Subconsultant—An individual, design firm, consultant, or other entity having a contract with Engineer to furnish professional services with respect to a Specific Project as an independent contractor.
39. Subcontractor—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
40. Submittal—A written or graphic document, prepared by or for Contractor, which the Construction Contract Documents require Contractor to submit to Engineer, or that is indicated as a Submittal in the Schedule of Submittals accepted by Engineer. Submittals may include Shop Drawings and Samples; schedules; product data; Owner-delegated designs; sustainable design information; information on special procedures; testing plans; results of tests and evaluations, source quality-control testing and inspections, and field or Site quality-control testing and inspections; warranties and certifications; Suppliers' instructions and reports; records of delivery of spare parts and tools; operations and maintenance data; Project photographic documentation; record documents; and other such documents required by the Contract Documents. Submittals, whether or not approved or accepted by Engineer, are not Construction Contract Documents. Change Proposals, Change Orders, Claims, notices, Applications for Payment, and requests for interpretation or clarification are not Submittals.
41. Substantial Completion—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Construction Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.
42. Supplier—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
43. Task Order—A document executed under this Main Agreement by Owner and Engineer (including incorporated exhibits and amendments if any), stating the scope of services, Engineer's compensation, times for performance of services, and other relevant information.
44. Total Project Costs—The total cost of planning, studying, designing, constructing, testing, commissioning, and start-up of the Specific Project, including Construction Cost and all other Specific Project labor, services, materials, equipment, insurance, and bonding costs, allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties and private utilities (including relocation if not part of Construction Cost), Owner's costs for legal, accounting, insurance counseling, and auditing services, interest and financing charges incurred in connection with the Specific Project, and the cost of other services to be provided by others to Owner.
45. Underground Facilities—All active or not-in-service underground lines, pipelines, conduits, ducts, encasements, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or systems at the Site, including but not limited to those facilities

or systems that produce, transmit, distribute, or convey telephone or other communications, cable television, fiber optic transmissions, power, electricity, light, heat, gases, oil, crude oil products, liquid petroleum products, water, steam, waste, wastewater, storm water, other liquids or chemicals, or traffic or other control systems. An abandoned facility or system is not an Underground Facility.

46. Work—The entire construction or the various separately identifiable parts thereof required to be provided under the Construction Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Construction Contract Documents.

47. Work Change Directive—A written directive to Contractor issued on or after the effective date of the Construction Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

B. Terminology

1. The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.

ARTICLE 8—EXHIBITS TO MAIN AGREEMENT; SPECIAL PROVISIONS

8.01 Exhibits to Main Agreement

The following exhibits are incorporated by reference and included as part of this Main Agreement, and as such are applicable to all Task Orders:

- A. Exhibit A, Engineer’s Scope of Services
- B. Reserved.
- C. Reserved.
- D. Reserved.
- E. Reserved.
- F. Reserved.
- G. Exhibit G, Insurance.
- H. Reserved.
- I. Reserved.

8.02 Not used.

8.03 Not used.

8.04 Executed Task Orders and Their Exhibits

- A. When a specific Task Order is duly executed by Owner and Engineer, the Task Order and its exhibits become an integral part of the Agreement, governed by the Main Agreement and its exhibits.

8.05 Total Agreement; Amendments to Main Agreement and Task Orders

- A. This Agreement (as defined herein) constitutes the entire contractual agreement between Owner and Engineer and supersedes all prior written or oral understandings.

B. Amendments:

1. This Main Agreement may only be amended, supplemented, modified, or canceled by a written instrument duly executed by both parties.
2. Amendments and modifications to a Task Order may be made by execution of a new, expressly related Task Order, or by execution of a written amendment to the Task Order.
3. Nothing in any Task Order will be construed as revising or modifying the terms and conditions of the Main Agreement or its exhibits, except as expressly stated in such Task Order.

8.06 Designated Representatives

- A. With the execution of this Main Agreement, Engineer and Owner shall each designate a specific individual to act as representative under the Main Agreement. Such an individual must have authority to execute Task Orders, transmit instructions, receive information, and render decisions with respect to this Main Agreement, on behalf of the party that the individual represents.
- B. With the execution of each Task Order, Engineer and Owner shall each designate a specific individual to act as representative with respect to the Task Order. Such individual must have authority to transmit instructions, receive information, and render decisions with respect to the specific Task Order, on behalf of the party that the individual represents.

8.07 Engineer's Certifications

- A. Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.07:
 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the selection process or in the Agreement execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;
 3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

8.08 Conflict of Interest

- A. Nothing in this Agreement will be construed to create or impose any duty on the part of Engineer that would be in conflict with Engineer's paramount obligations to the public health, safety, and welfare under the professional practice requirements governing Engineer, its Subconsultants, and all licensed professionals employed by Engineer or its Subconsultants.
- B. If during the term of this Agreement a potential or actual conflict of interest arises or is identified:
 1. Engineer and Owner together will make reasonable, good faith efforts to avoid or eliminate the conflict of interest; to mitigate any adverse consequences of the conflict of interest; and, if necessary and feasible, to modify this Agreement to address the

conflict of interest and its consequences, such that progress under the Agreement may continue.

2. Such efforts will be governed by applicable Laws and Regulations and by any pertinent Owner's policies, procedures, and requirements (including any conflict of interest resolution methodologies) provided to Engineer under Paragraph 2.04.A of this Agreement.

This Main Agreement's Effective Date is [date to be inserted at the time of execution].

Owner:

(name of organization)

By: _____
(individual's signature)

Date: _____
(date signed)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Attach evidence of authority to sign.

Attest: _____
(individual's signature)

Title: _____
(typed or printed)

Address for giving notices:

Designated Representative:

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Address:

Phone: _____

Email: _____

Engineer:

(name of organization)

By: _____
(individual's signature)

Date: _____
(date signed)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Attach evidence of authority to sign.

Attest: _____
(individual's signature)

Title: _____
(typed or printed)

Address for giving notices:

Designated Representative:

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Address:

Phone: _____

Email: _____

EXHIBIT A—ENGINEER’S SCOPE OF SERVICES

ARTICLE 1—GENERAL

1.01 General Scope

- A. Engineer must be able to provide engineering and other professional services to help support the Owner’s capital investments. Specialties required may include general civil engineer, mechanical, electrical and plumbing (MEP) engineering, architectural services, wastewater engineering, land surveying, hydraulics engineering, hydrology, environmental studies, public communications, community engagement and outreach, public utility management, cost estimation, project- and portfolio-management services, operations and maintenance support, process troubleshooting, SCADA programming services, permitting services, and other services as needed to fulfill the Owner’s needs.
- B. The Owner updates its Capital Improvement Program (CIP) and Improvement, Renewal, and Replacement (IRR) Program every year for a 10-year period. The CIP and IRR Program are available for download at the Owner’s website.
- C. The scope of services of this Agreement is intended to provide for professional engineering services in support of the development and implementation of the Owner’s CIP and IRR Programs. However, the Owner reserves the right to solicit separately for professional engineering services for specific projects or programs if it deems to be in the best interest of the Owner.
- D. All services shall be performed in compliance with industry standards of practice and all federal, state, and local laws, ordinances, and regulations including EPA, Virginia Department of Environmental Quality (VDEQ), Virginia State Health Department, Virginia Occupational Safety and Health Agency.

1.02 Key Personnel

- A. Key Personnel shall include: Project Manager, [XXX], [XXX], [XXX], and [XXX].

ARTICLE 2—TASK ORDER ASSIGNMENT

2.01 Task Order Assignment Procedures

- A. Work will be assigned and executed on a Task Order basis. The Owner will initiate assignments by requesting a detailed work plan (scope of services, schedule, and budget) from the Engineer.
- B. Task Orders will be assigned and administered on an as-needed basis. All task orders shall include project management, commissioning, and training requirements as applicable.
- C. Individual Task Orders may require supervision, manpower, materials, equipment and supplies necessary to complete any services outlined in Article 3 and 4 below, and/or the Owner’s adopted 10-year CIP and IRR over the life of this Agreement.
- D. The scope and personnel required for each Task Order is expected to differ and some tasks and/or personnel may overlap. Key Personnel will be agreed-upon by the Owner and the Engineer and will be committed to the execution of the Task Order work for the duration.
- E. Article 3 discusses the types of tasks that may be assigned under the Agreement.

ARTICLE 3—ANTICIPATED SCOPE OF WORK

3.01 Owner's Projects for which Task Orders are Anticipated

- A. Tasks orders anticipated under this Agreement include, but are not limited to:
1. Owner's Advisor for the Tertiary System Upgrade Project. Act as the Owner's agent over the life of the project. The Owners' tertiary treatment system includes plate settlers, settling tanks, mixed-media filters, valving, pumps and complex control networks. The system was constructed in 1975 and upgraded in 1985 and 2004. The system's equipment is reaching the end of its expected useful life and has become difficult to maintain. Assessments performed in recent years have identified upgrades to address equipment issues and improve the reliability of the system. Owner's Advisor duties may include:
 - a. Procurement assistance (e.g., development of Request for Qualifications and Request for Proposals including technical and performance requirements; managing the procurement process, participating in proprietary meetings, serving as a technical advisor to the Owner, assisting with evaluation, and preparing documents for the Owner's Board approval);
 - b. Preconstruction and design phase assistance (e.g., assisting with collaborative development and review of designs, cost, and schedule; supporting the Owner's project manager in coordination with the selected design-builder and Owner's designated construction manager); and
 - c. Construction phase assistance (e.g., supporting the Owner's project manager with design-related reviews, including release for construction documents, shop drawings, submittals, and changes on the project, and in coordinating with the selected design-builder and Owner's designated construction manager).
 2. Job Order Contract Design Support. For task orders needing engineering support, develop related design documents and provide engineering services during construction, to support work performed under any of the three (3) JOCs.
 3. Four (4) MGD WRRF Expansion Alternative Analysis and Design. Analyze hydraulic, treatment, and infrastructure options to expand the WRRF's dry weather capacity by four (4) MGD. Prepare related studies or designs as required.
 4. Environmental Justice Policy Implementation Support. Support the implementation of recommendations from an assessment that AlexRenew is performing to determine current status of the organization on actions toward the commitments in its Environmental Justice Policy assessment.
 5. Sustainability Assistance. Support the Owner's sustainability initiatives, including working with the Owner's sustainability staff to develop a sustainability plan, developing Specifications for capital projects to audit and reduce energy consumptions, updating the Owner's sustainable purchasing policy, conducting power monitoring studies, investigating opportunities for onsite renewable energy generation, maximizing reclaimed water usage, and optimizing the use of biogas.
 6. Campus-wide Electrical System Upgrade Support. Provide evaluation, planning, and design services related to a campus-wide upgrade of the Owner's electrical systems.
 7. Campus-wide HVAC System Upgrade Support. Provide evaluation, planning, and design services related to a campus-wide upgrade of the Owner's HVAC systems.

8. CIP Planning Support. Support the Owner's CIP planning process through the provision of related services, such as project scoping, cost estimating/projecting, template development, and reporting. Assist in the identification and development of process improvements related to the annual planning, budgeting, and tracking of the 10-year CIP;
9. Pilot Support for Artificial Intelligence, Robotic Process Automation, Machine Learning, and Other Smart Technologies. Evaluate potential technologies and identify opportunities to leverage them; design/implement/evaluate related pilot programs.
10. Evaluations, investigations including bench- and/or pilot- studies, alternative analysis, planning reports and recommendations, cost and time estimates, scopes of work to form the basis for future capital and/or IRR projects, feasibility studies, facilities plans and/or master plan reports, design, preparation of bid documents (including drawings in latest AutoCAD version and specifications), bidding services, commissioning, operations and maintenance (O&M) support, and field investigations and/or inspections may be required as so directed by the Owner.
11. Professional involvement throughout all phases of the project delivery including but not limited to development of programs, preparation of reports, preparation for and participation in briefings and presentations to staff groups, citizen groups, the Owner's Board, and Federal or State agencies as appropriate may be required as so directed by the Owner.

ARTICLE 4—EXAMPLE TASK ORDER SCOPE OF WORK FOR A TYPICAL PROJECT

4.01 General

- A. During the Agreement Term, the Owner will identify various projects for which Services will be required under this Agreement. Work for any given Task Order may include one or more tasks as well as any combination/sequence of tasks identified below. Task Order orders may include coordination with the Owner's engineering staff and may also involve presentations and meetings with the Owner's leadership and/or Board, officials of the City of Alexandria and various citizen groups. Work will be performed primarily on the Owner's facilities and assets.

4.02 Task Order Scope of Work

- A. Once the need for professional services is determined, a preliminary scope of work will be developed by the Owner's engineering staff to specify the Services required, to identify the criteria, limitations and parameters for the Services to be provided and to describe the work product(s) expected of the Engineer. The scope may range from very general to very specific and will usually reference any related requirements. The Owner will meet with the Engineer to discuss the preliminary scope of work, clarify expectations, answer any questions and discuss assumptions, drivers, or issues that may impact the required Services and level of effort to be provided by the Engineer. The Owner will issue a separate Purchase Order ("PO") for each Task Order. The Engineer shall not initiate the work prior to issuance of a valid PO.

4.03 Professional Services

- A. The architectural, civil, structural, mechanical, plumbing, and electrical portions of the Task Order shall be planned and designed by, or under the immediate supervision of, a Commonwealth of Virginia licensed Architect or Engineer who has expertise in the particular discipline involved. Any subcontracted work shall be performed by the consultants, associates, or subconsultants proposed by the Engineer during the selection

process as part of the Engineer's team. The Engineer shall be solely responsible for any Work performed under this Agreement by its consultants, associates or subconsultants. By way of illustration and not limitation, in each assigned Task Order the Engineer shall perform the following:

1. Project Management
 - a. Coordinate all project management work with the Owner's staff
 - b. Provide monthly progress reports detailing work completed during the billing period, project completion estimates and costs to date.
 - c. Prepare complete invoices per the Owner's requirements
 - d. Monitor quality control and quality assurance per an Owner-approved Quality Management Plan
 - e. Manage deliverables and overall project schedule and budget
 - f. Prepare and update project(s) risk register(s)
 - g. Maintain project records
 - h. Provide accurate and complete invoices and backup documentation
2. Project Meetings. Engineer shall facilitate coordination meetings. A minimum list of meetings is outlined below.
 - a. Kick-off Meeting:
 - 1) Kick off meeting with the Owner's staff to review the scope of required services, design criteria and expectations, obtain background information, and establish/review tentative schedule for completion.
 - 2) Develop meeting schedule and develop communication processes.
 - 3) Charter the project team.
 - 4) Agree on definition of success for the project
 - b. Progress Meetings.
 - 1) Facilitate monthly progress meetings with applicable project team members to provide project status update, discuss design details, and project design/construction budget. Meeting intervals may be increased during critical design periods.
 - 2) Prepare meeting agenda and meeting minutes.
 - c. Project Milestone Meetings.
 - 1) Complete project milestone review meetings at the 30%, 60%, and 95% design levels.
 - 2) Prepare meeting agenda and meeting minutes.
 - d. Planning Studies.
 - 1) Evaluate condition of facilities and recommend improvements or upgrades as appropriate.
 - 2) Complete conceptual level evaluations and studies, including evaluation and comparison of technology- or process-alternatives to solve facility and/or asset problems in alignment with the Owner's decision model.

- 3) Prepare facilities plans.
 - 4) Prepare master plans.
 - 5) Conduct bench-, pilot- and/or full-scale demonstration studies to develop and or validate process and/or hydraulic design criteria.
 - 6) Perform other studies as needs arise.
- e. Project Definition Memorandum and Conceptual Design Documents - 10 Percent
- 1) Development of 10% design documents and reports to form the basis-of-design for projects
 - 2) Development of Preliminary Engineering Report (PER) for submission to Virginia Department of Environmental Quality
 - 3) Development of CIP project descriptions and supporting documentation including a conceptual cost estimate and schedule for the project
- f. Schematic Design - Thirty Percent
- 1) Field Survey - Complete topographic field survey and field measurements of existing facilities.
 - 2) Develop key project design criteria, preliminary list of Drawings and Specifications, site considerations, and 30 percent cost estimate.
 - 3) Prepare 30% design Drawings based on the Owner's input showing sufficient level of details, plan and section views of equipment locations, flow diagrams and utility impacts to 'freeze' the key design concepts driving the scope, cost and schedule of the project. Considerations should be made to provide flexibility for future expansion and upgrades and to accommodate changing regulations.
 - 4) Review existing studies and reports.
 - 5) Develop technical memorandum confirming project design criteria based on the capacity of existing infrastructure and future needs.
 - 6) Develop concepts for reuse of existing facilities as appropriate.
 - 7) Coordinate and attend 30 percent review meeting(s).
 - 8) Assure complete, competent, properly coordinated. and thoroughly-checked design documents, technical memoranda and reports.
 - 9) Maintain security practices to prevent disclosure of information about Task Order orders under this Agreement to any individual or firm other than to the Owner except as may be required to obtain quotations for materials and supplies for subcontracted work.
- g. Final Design - 60 Percent
- 1) Further develop Drawings and Specifications of preferred concept, sequence of construction, site considerations, finalize building and site layouts, process piping sizes and equipment locations.
 - 2) Provide 60 percent cost estimate and schedule.
 - 3) Facilitate 60 percent design review meeting(s).

- 4) Assure complete, competent, properly coordinated, and thoroughly-checked design documents, technical memoranda and reports.
 - 5) Maintain security practices to prevent disclosure of information about Task Order orders under this Agreement to any individual or firm other than to the Owner except as may be required to obtain quotations for materials and supplies for subcontracted work.
- h. Final Design - 95 Percent
- 1) Finalize Drawings and Specifications, sequence of construction, site considerations, process and instrumentation diagram and cost estimate.
 - 2) Facilitate 95 percent design review meeting(s).
 - 3) Assure complete, competent, properly coordinated, and thoroughly-checked design documents, technical memoranda and reports.
 - 4) Maintain security practices to prevent disclosure of information about Task Order orders under this Agreement to any individual or firm other than to the Owner except as may be required to obtain quotations for materials and supplies for subcontracted work.
 - 5) Perform specific Task Order and provide applicable drawings, maps, illustrations, and other necessary data as specified in each Task Order assignment including but not limited to documentation required to secure any necessary permits, easements and/or local, state or federal approvals.
- i. Feasibility Studies
- 1) The Engineer shall conduct investigation of buildings and/or sites to determine the feasibility for use with respect to a proposed project.
 - 2) The Engineer shall perform the required testing to determine the viability of use.
 - 3) The Engineer shall prepare a report and supplemental documentation to support the findings and present them to the Owner.
- j. Cost Estimating
- 1) The Engineer shall prepare cost estimates that reflect the anticipated cost of the project.
 - 2) The Engineer shall provide revised cost estimates based on alternative design solutions.
- k. Peer Review of Design Documents
- 1) The Engineer shall review Contract Documents prepared by others to determine their accuracy and completeness in order to minimize changes to the Contract Documents during the bidding and construction phases.
 - 2) The Engineer shall identify constructability issues and offer solutions to ensure adequacy of the project for its intended use.
 - 3) The Engineer shall prepare comments and provide marked up documents to support findings and attend meetings as required by the Owner to present findings.
- l. Quality Assurance/Quality Control (QA/QC)

- 1) The Engineer shall be responsible for the professional and technical accuracy and coordination of all designs, Drawings, Specifications, cost estimates, and other work or materials furnished. The Engineer shall perform a QA/QC review of all documents prior to submittal to the Owner.
 - 2) At a minimum, the following checklists and guidance for QA/QC reviews and coordination of plans and Specifications shall be followed.
 - 3) The working drawing documents submitted shall represent a reasonable and cost-effective professional engineering solution for the scope of work and address construction budget constraints. All work must conform to current criteria, guides, codes and standards established by the Owner or other applicable regulatory authority and shall conform to good professional engineering practices.
 - 4) All elements of submittal shall be checked by the Engineer and such check should be made by persons other than those preparing the materials and by professional personnel trained in that specific discipline.
 - 5) The Engineer shall be responsible for the technical accuracy and coordination of all designs, Drawings and Specifications. This includes overlaying the plans to coordinate the locations of work in the various disciplines. The intersections of components of various disciplines shall be checked for conflicts and to assure that adequate space exists for the material to be installed where shown on the documents.
 - 6) The Engineer shall perform a quality assurance review for both technical accuracy and discipline coordination. Such items as section, details, and note references to other sheets, major dimensions, and equipment locations shall be checked. The Engineer shall verify that all equipment is correctly identified the same way on all sheets and in the Specifications.
 - 7) Sections, details and dimensions must be in sufficient quantity, clarity and detail to allow the bidder to understand what is expected, to make takeoffs of material types and quantities, and enable the preparation of Shop Drawings and execution of the construction.
 - 8) The first sheet of the plans and Specifications submitted to the Owner for working drawings review must contain the following statement signed by Engineer's responsible staff: "A Quality Assurance/Quality Control check has been made on this project's documents and corrections have been made. The undersigned states that these plans and Specifications submitted for review are complete."
- m. Bidding/Proposal Services
- 1) The Engineer shall provide electronic Bidding/Proposal Documents (to include, at a minimum, advertisement for bids/proposals, project Drawings, Specifications, reports and reference drawings) in a read-only format that is readily usable by the Owner and by all potential bidders/proposers.
 - 2) The Engineer shall assist the Owner in issuing Addenda to the solicitation, as appropriate, to interpret, clarify, or define the requirements of the Bidding/Proposal Documents. All Addenda shall be approved and issued by the Owner.

- 3) The Engineer shall consult with and advise the Owner during bid/proposal review in regards to the qualifications of the potential general contractor and reasonableness of bid prices.
 - 4) Assist in facilitation of pre-bid/pre-proposal conference; prepare presentations, agenda and handouts.
 - 5) Review tabulated bids/proposals, contractor references as necessary, and prepare technical recommendation memo.
 - 6) Construction Administration Services
- n. Preconstruction/Progress Meetings
 - 1) Conduct preconstruction meeting with Contractor, Contractor's subcontractors, the Owner's staff, utility companies, and other key stakeholders.
 - o. Construction progress meetings
 - 1) Progress meetings are to be held on a weekly basis with key stakeholders present.
 - p. Shop Drawings/Submittals
 - 1) Review contract submittals for contract compliance
 - 2) Provide full time on-site construction observation during major work activities, as requested.
 - 3) Provide part-time construction observation during preliminary work activities and after substantial completion, as requested.
 - 4) Provide project controls
 - 5) Provide record drawing surveys
 - q. Interpret Contract Documents/Correspondence/Change Orders
 - 1) Provide design plans clarifications and revisions as required.
 - r. Substantial/Final Completion Assistance
 - 1) Provide project close-out documentation.
 - 2) Assist in coordinating equipment start-up. Attend equipment start-up and training.
 - 3) Provide assistance communicating and coordinating corrective items discovered during the warranty period.
 - s. Record Drawings
 - 1) Provide project close-out documentation including but not limited to all project correspondence, meeting minutes, Contract Documents, Field Orders, Change Orders, Shop Drawings, equipment operation and maintenance manuals, certificate of Substantial Completion, project punch list, final project acceptance documents, and all construction plans of record.
 - 2) Prepare an operation and maintenance manual for the Owner's review and approval.

t. Other Services

- 1) The following services may also be required for specific task orders within this Agreement.
- 2) CIP Planning
- 3) Business Services Support
- 4) Regulatory Services Support
- 5) Permitting Support
- 6) Operations and Maintenance (O&M) Support
- 7) Staff Augmentation Services
- 8) Training Services
- 9) Treatment and/or Collection System Troubleshooting
- 10) Other studies or services as needs arise in support of the development and implementation of the Owner's CIP, IRR and/or the Owner.

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EXHIBIT G—INSURANCE REQUIREMENTS

ARTICLE 1—ENGINEER’S INSURANCE

Article 6.04 of the Agreement is supplemented to include the following:

1.01 Insurance Coverage and Required Limits

- A. In accordance with Article 6.04 of the Agreement, the insurance that Engineer must procure and maintain, and the minimum policy limits of such insurance, are as follows:

Coverage	Policy limits of not less than:
Workers’ Compensation	
State	Statutory
Employer’s Liability (Bodily Injury, Disease, Each Accident)	\$1,000,000
Commercial General Liability	
Bodily Injury and Property Damage—Each Occurrence	\$1,000,000
General Aggregate	\$2,000,000
Personal and Advertising Injury	\$1,000,000
Products-Completed Operation Aggregate	\$2,000,000
Automobile Liability	
Each Accident/Combined Single Limit	\$1,000,000
Excess or Umbrella Liability	
Each Occurrence/General Aggregate	\$4,000,000
Professional Liability	
Per Claim/Aggregate	\$5,000,000
Cyber/Network Security Liability Insurance	
Per Claim/Aggregate	\$1,000,000

- B. The Professional Liability Insurance shall be procured and maintained for the term of the Main Agreement and for three (3) years thereafter.
- C. In accordance with Article 6.04 of the Agreement, the insurance that Engineer’s Subconsultants must procure and maintain, and the minimum policy limits of such insurance, are as follows:

Coverage	Policy limits of not less than:
Workers’ Compensation	
State	Statutory
Employer’s Liability (Bodily Injury, Disease, Each Accident)	\$500,000
Commercial General Liability	
Bodily Injury and Property Damage—Each Occurrence	\$1,000,000
General Aggregate	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Products-Completed Operation Aggregate	\$1,000,000
Automobile Liability	
Each Accident	\$1,000,000
Professional Liability (if providing professional services)	
Per Claim/Aggregate	\$1,000,000

- D. The insurances noted above in Section 1.01.B. shall include the Owner and Owner Indemnitees as Additional Insureds on the Commercial General Liability and Automobile Liability policies on a primary and non-contributory basis and there shall be a waiver of subrogation on all required policies in favor of Owner and Owner Indemnitees.

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