

February 11, 2025

RFP-25-012: Northern Virginia Regional Biosolids Feasibility Study

Addendum No. 4

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.4 to RFP-25-012 consists of following:

- One (1) page of text.
- Attachment A – Sample Professional Services Agreement.

Respondents shall make the following changes to all pertinent sheets, pages, and paragraphs of RFP-25-012.

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

End of Addendum No. 4

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Attachment A
Draft Professional Services Agreement

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PROFESSIONAL SERVICES AGREEMENT

NO. 25-012

FOR

NORTHERN VIRGINIA BIOSOLIDS FEASIBILITY STUDY

BY AND BETWEEN

ALEXRENEW
1800 LIMERICK STREET
ALEXANDRIA, VA 22314

AND

[ENGINEER]

EFFECTIVE DATE MAY **[XX]**, 2025

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

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AGREEMENT BETWEEN OWNER AND ENGINEER
FOR STUDY AND REPORT PROFESSIONAL SERVICES

This is an Agreement between the City of Alexandria, Virginia Sanitation Authority d/b/a AlexRenew (Owner) and **[NAME OF ENGINEER]** (Engineer). Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as the Regional Biosolids Feasibility Study (Project).

Owner and Engineer further agree as follows:

ARTICLE 1—THE STUDY

1.01 Study Description

- A. Owner signed a memorandum of understanding (“MOU”) in November 2024 with the purpose of jointly conducting a feasibility study to identify regional alternatives to the land application of biosolids.
- B. In addition to the Owner, the authorities which are party to the MOU (“MOU Partners”) include:
 - 1. Fauquier County Water and Sanitation Authority (WSA)
 - 2. Loudoun Water
 - 3. Prince William Water
 - 4. Upper Occoquan Service Authority (UOSA)
- C. Other entities who treat wastewater in Northern Virginia who are not included as an MOU Partner may contribute to the study.
- D. Results of the study may be used by the MOU Partners and other entities who may contribute to the development of the study.

ARTICLE 2—ENGINEER’S SERVICES

2.01 Study and Report Services of Engineer

- A. Engineer's services under this Agreement are generally identified as **a feasibility study to identify and evaluate alternatives for the long-term regional alternatives to the land application of biosolids** (“Study and Report Services”).
- B. Engineer shall perform or furnish the Study and Report Services set forth in this Agreement and in Exhibit A.
- C. At any time during the performance of this Agreement, the Owner shall have the right to make changes in, deletions from, or additions to the scope of services (referred to hereinafter as an “Amendment”). In the event that such changes require different and/or additional services by the Engineer, prior to commencement of such services per a change, the Engineer shall present to the Owner, and the Owner shall consider a proposal for an equitable increase in its compensation and/or schedule for services rendered because of such change. Such proposal shall be supported by such data and information as the Owner reasonably may require. Any such proposal by the Engineer for an equitable change in compensation and/or schedule shall be mutually agreed to by Amendment prior to commencement of any services under the proposed change.

ARTICLE 3—OWNER'S RESPONSIBILITIES

3.01 Owner's Responsibilities

A. Owner shall:

1. Pay Engineer as set forth in Article 5.
2. Provide Engineer with all criteria and full information as to requirements for the Study and Report Services, including but not limited to design objectives and constraints; space, capacity, and performance requirements; flexibility and expandability goals; security issues; any anticipated funding sources; and budgetary limitations.
3. Furnish to Engineer all existing studies, reports, and other available information pertinent to the Engineer's performance of the Study and Report Services, including reports and data relative to previous investigations, designs, construction, or existing facilities at or adjacent to any Site under consideration.
4. Following Engineer's assessment of initially-available Project data and information, and receipt of Engineer's advice regarding the need (if any) for additional Project-related data and information, either (1) authorize Engineer to undertake Additional Services necessary to obtain such additional Project-related data and information, or (2) obtain, furnish, or otherwise make available (if necessary through title searches, or retention of specialists or consultants) such additional Project-related data and information. Such additional data and information would generally include the following:
 - a. Property descriptions.
 - b. Zoning, deed, and other land use restrictions.
 - c. Utility information, reports, and mapping.
 - d. Property, boundary, easement, right-of-way, topographic, and other special surveys or data, including establishing relevant reference points.
 - e. Explorations and tests of subsurface conditions at or adjacent to a Site; geotechnical reports and investigations; drawings of physical conditions relating to existing surface or subsurface structures at a Site; hydrographic surveys, laboratory tests and inspections of samples, materials, and equipment; with appropriate professional interpretation of such information or data.
 - f. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental, historical, or cultural studies relevant to the Project, the Site(s), and adjacent areas.
 - g. Data or consultations as required for the Project but not otherwise identified in this Agreement.
5. Advise Engineer of the identity and scope of services of any independent consultants and contractors retained by Owner to perform or furnish services pertinent to the Study and Report Services.
6. 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 the Agreement.
7. Inform Engineer in writing of any specific requirements of safety or security programs that are applicable to Engineer, as a visitor to any Site under study.

8. Examine all Documents submitted by Engineer (and obtain the advice of an attorney, risk manager, financial advisor, insurance counselor, or other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining to such Document submittals.
 9. Inform Engineer regarding any need for assistance in evaluating the possible use of Project Strategies, Technologies, and Techniques, as defined in Exhibit A.
 10. Furnish (if necessary, by retaining qualified specialists or consultants) accounting services; bond and financial advisory services; independent cost estimating; and insurance, risk management, and legal services, as required in support of Engineer's performance of its Study and Report Services.
- B. Owner shall be responsible for all requirements and instructions that it furnished to Engineer pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement. Engineer may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items.
- C. 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 of any Constituent of Concern at any Site; or
 3. any relevant material defect or nonconformance in Engineer's services or Owner's performance of its responsibilities under this Agreement.

ARTICLE 4—SCHEDULE FOR RENDERING SERVICES AND TERM

4.01 Schedule for Rendering Services

- A. Engineer shall furnish the final Report (as defined in Exhibit A) and any other Study and Report deliverables to Owner within one year from the Effective Date of this Agreement.
 1. Reserved
- B. Owner shall coordinate review of the Documents submitted by Engineer and provide one set of coordinated comments to Engineer within 30 days after Owner receives the Documents from Engineer.
- C. Engineer shall revise the Report and other deliverables and submit such Documents to Owner within 30 days of receipt of Owner's comments.
- D. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's Study and Report Services is impaired, or such services are delayed or suspended, then the time for completion of Engineer's Study and Report Services, will be adjusted equitably.

4.02 Term

- A. The term of this Agreement shall commence on the Effective Date and, unless terminated as provided for in this 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”.

ARTICLE 5—ENGINEER’S COMPENSATION

5.01 Invoices

- A. Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis by the 15th of each month. Engineer shall also comply with the progress reporting and special invoicing requirements (if any) in Exhibit A. Invoices are due and payable within 30 days of receipt of a correct and complete invoice, which includes at a minimum of all applicable information described in this Agreement and Exhibit A. Owner shall not be required to make any payment to Engineer until Engineer has provided Owner with its Federal Employee Identification Number.
- B. Engineer shall remit each invoice to invoicing@alexrenew.com with a copy to the Owner’s Contract Manager.
- C. The Engineer will submit invoices and supporting documents in form and substance satisfactory to the Owner that provide, but are not limited to the following:
 - 1. Agreement number, project title, and relevant purchase order number;
 - 2. Dates/period that the invoice covers;
 - 3. Summary of scope performed by each employee including the employee’s name, hourly rate, and hours worked; and
 - 4. Documentation of expenses.

5.02 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 Owner shall advise Engineer in writing of the specific basis for doing so within 15 days after receipt of such invoice; may withhold only that portion so disputed; and must pay the undisputed portion, subject to the terms of Paragraph 5.03.A. 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:
 - 1. amounts due Engineer will be increased at the rate 1.0% per month on the amount past due by 30 days, or the maximum rate of interest permitted by law, if less, from said thirtieth day, and
 - 2. Engineer may, after giving 15 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.
- D. Sales or Use Taxes—If after the Effective Date any governmental entity takes an action that imposes additional sales or use taxes on Engineer’s services or compensation under

this Agreement, 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 Paragraph 5.03.A .

- E. 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 Subconsultants for the proportionate share of the total payment received from Owner attributable to the services performed by the Engineer's Subconsultants ; or
 - 2. Notify Owner and the Engineer's Subconsultants , in writing, of Engineer's intention to withhold all or a part of the Engineer's Subconsultant's payment with the reason for nonpayment.
- F. Engineer shall pay interest to the Engineer's Subconsultants 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 Subconsultants, except for amounts withheld as allowed herein.
- G. 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.
- H. Engineer's obligation to pay an interest charge to an Engineer's Subconsultants pursuant to this 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.
- I. Nothing contained in this Agreement shall create any contractual relationship between any Engineer's Subconsultants and Owner.

5.03 Basis of Compensation

- A. The Engineer's compensation is based on the development of a scope and budget using Exhibit A. The Engineer's scope shall be included as Exhibit A, Appendix 1 and the Engineer's budget shall be included as Exhibit J.
- B. The following bases of compensation are used for:
 - 1. Not used.
 - 2. Not used.
 - 3. Direct Labor Costs Times a Factor (plus any expenses expressly eligible for reimbursement)
- C. The terms and conditions applicable to the compensation methods are set forth in Paragraph 5.04.
- D. The total compensation amount established in Exhibit J represents the not-to-exceed amount due the Engineer for successful performance of the Project.

5.04 Explanation of Compensation Method

- A. 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 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 5.05 below.

- B. 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 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.
- C. Direct Labor Costs, the multiplier applied to Direct Labor Costs, and the Reimbursable Expenses Schedule may be adjusted no more than once annually, any adjustments are to be mutually agreed upon prior to the anniversary of the Agreement's Effective Date if needed to go into effect on the anniversary of the Agreement's Effective Date.
- D. 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.

5.05 Reimbursable Expenses

- A. Not used.
- 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:
 - 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;
 - 4. Reproduction of reports, and any other deliverables produced through the contract (Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Project-related items);
 - 5. Subconsultant charges; and
 - 6. Other expenses identified in the Scope.
- 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: \$150 per day
 - 3. Lodging: Current GSA per diem rate for lodging for City of Alexandria, VA

4. Meals: Current GSA per diem rate for meals 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 internal expenses actually incurred or allocated by Engineer, plus all invoiced external reimbursable expenses allocable to the 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.

ARTICLE 6—TERMINATION

6.01 Termination for Cause

- A. Either party may terminate the Agreement 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 the Agreement, through no fault of the terminating party.
 1. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 6.01.A 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.
- B. In addition to its termination rights in Paragraph 6.01.A, Engineer may terminate this Agreement for cause upon 15 days' written notice:
 - (a) if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional,
 - (b) if Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control,
 - (c) if payment due Engineer remains unpaid for 90 days, as set forth in Paragraph 5.02.C, or
 - (d) as the result of the presence at the Site of undisclosed Constituents of Concern as set forth in Paragraph 6.6.A.

- C. Engineer will have no liability to Owner on account of any termination by Engineer for cause.

6.02 Termination for Convenience

- A. Owner may terminate this Agreement for convenience, effective upon Engineer's receipt of notice from Owner. Additionally, because all payment obligations from Owner under this Agreement are subject to the availability of appropriations from Owner's Board of Directors and the Boards of Directors of the MOU Partners, 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.

6.03 Extension of Effective Date of Termination

- A. If Owner terminates the 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 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.

6.04 Payments Upon Termination

- A. In the event of any termination under this Article 6, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement. Upon making such payment, Owner will have the limited right to the use of all deliverable Documents, whether completed or under preparation, subject to the provisions of Paragraph 7.04, at Owner's sole risk.
- B. If Owner has terminated the Agreement 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 deliverable Documents will be resolved in accordance with the dispute resolution provisions of this Agreement or as otherwise agreed in writing.
- C. If Owner has terminated the Agreement for convenience, or if Engineer has terminated the Agreement 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 Agreement.

ARTICLE 7—GENERAL CONSIDERATIONS

7.01 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 geographic area. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer. Subject to the foregoing standard of care, 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.

- 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. 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 7.01.A and to the extent compliance is not inconsistent with professional practice requirements.
- E. While at a Site, Engineer and Engineer's Subconsultants, and their employees and representatives will comply with the applicable requirements of Owner's and MOU Partners' safety program of which Engineer has been informed in writing.

7.02 Construction Costs; Project Costs

- A. Engineer's opinions (if any) of probable construction costs are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because of the limited and preliminary nature (1) of the Study and Report Services and (2) of any capital improvements described in any delivered Document, and 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 costs will not vary from opinions of probable construction costs prepared by Engineer. If Owner requires greater assurance as to probable construction costs, then Owner agrees to obtain an independent cost estimate.
- B. 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.

7.03 Constructors' Work

- A. 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 any 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.

7.04 Documents

- A. All Documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such Documents, whether or not the Project is completed.
- B. Owner, and its MOU Partners, may make and retain copies of Documents solely for their information and reference in connection with the specific subject matter of the Documents, subject to receipt by Engineer of full payment for all services relating to preparation of the Documents, and subject to the following limitations:
 - 1. Owner acknowledges that such Documents are not intended or represented to be suitable for use by Owner or its MOU Partners unless completed by Engineer;
 - 2. If Engineer has completed a Report under this Agreement, and received full payment for such Report, then Owner and its MOU Partners may furnish copies of the completed Report to any of their consultants and design professionals for their reference in proceeding with design or similar services, provided that Owner and/or its MOU Partner informs such consultants and design professionals of Engineer's ownership interests in the Report, and includes with the Report all Engineer's written statements regarding the purpose, scope, use, and limitations of the Report;
 - 3. Owner acknowledges that the Documents are not design or construction documents;
 - 4. No Document shall be altered, modified, or reused by Owner, its MOU Partners or any third party for any purpose except with Engineer's express written consent;
 - 5. Any use, reuse, alteration, or modification of the Documents, except as authorized in this Agreement or by Engineer's written consent, will be at Owner's or its MOU Partners' sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, subcontractors, and subconsultants;
 - 6. Intentionally deleted; and
 - 7. Nothing in this paragraph shall create any rights in third parties except as specifically set forth in Article 1.
- C. Owner and Engineer agree to transmit, and accept, the Documents and all other Project-related correspondence, text, data, drawings, documents, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.

7.05 Waiver of Damages

- A. To the fullest extent permitted by law, Owner and Engineer waives against each other, and the other's officers, directors, members, partners, agents, employees, subcontractors, subconsultants, and insurers, 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 Agreement or the Report, 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.

7.06 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 (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. 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.
- E. 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.

7.07 General Provisions

- A. **Constituents of Concern**—The parties acknowledge that Engineer's Study and Report Services do not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an unknown or 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 consequential or any other damages, suspend performance of the Study and Report Services on the portion of the Project affected thereby until such portion of the Project is no longer affected, and Owner shall promptly determine whether to retain a qualified expert to evaluate such condition or take any necessary corrective action; or terminate this Agreement for cause if it is not practical to continue providing Study and Report Services without significant changes to the scope of services, time for completion and/or compensation, upon 15 days written notice.
- B. **Dispute Resolution**
 1. Owner and Engineer shall resolve all disputes in the following manner:
 - a. 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.

- b. 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 in writing the dispute and requested resolution, in writing and within 10 days after the conclusion of the negotiation period set forth in Paragraph 7.07.B.1.a. 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.
- c. 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 7.07.B.1.b, 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.

If the parties fail to resolve a dispute through negotiations under Paragraph 7.07.B.1.a, Owner's Chief Executive Officer's review of the claim under Paragraph 7.07.B.1.b or mediation under Paragraph 7.07.B.1.c (if conducted), then: 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.

C. Controlling Law; Venue

- 1. This Agreement is to be governed by the laws and regulations of the state in which the Project is located.
- 2. Venue for any exercise of rights at law will be the circuit courts of the City of Alexandria, Virginia.

- D. Exclusions from Services—Engineer's Study and Report 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; (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; (3) providing surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements; or (4) providing legal advice or representation.

E. Successors and Assigns

1. 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 7.07.E.2 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 Agreement.
2. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement 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 Agreement.

- F. Beneficiaries—Unless expressly provided otherwise, nothing in this Agreement shall 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. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and its MOU Partners, and Engineer and not for the benefit of any other party.
- G. Notices – Any notice required under this Agreement 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 such notices are effective upon the date of receipt.
- H. Survival—Subject to applicable laws and regulations, all express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- I. Severability—Any provision or part of the Agreement 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.
- J. 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.
- K. Accrual of Claims—To the fullest extent permitted by laws and regulations, all causes of action arising under this Agreement will be deemed to have accrued, and all statutory periods of limitation will commence, no later than the date of Owner’s last payment to Engineer.
- L. 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. 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.

- M. 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 7.07.M 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 Subconsultants.
- N. Non-Discrimination against Faith-Based Organizations - Owner does not discriminate against faith-based organizations and Engineer agrees not to discriminate against faith-based organizations.
- O. 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.
- P. 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.

- Q. 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.
- R. Cyber Security 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.
- S. Liens – Owner’s interest, or that of any of its MOU Partners, 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.
- T. 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, or any of its MOU Partners, directly or indirectly, in any press release, conference presentation, article, or formal advertisement without receiving prior written consent of Owner or such MOU Partner. In no event may Engineer use a proprietary mark of Owner or an MOU Partner without receiving a prior written consent of Owner or such MOU Partner. Engineer shall not make any communications on behalf of Owner or an MOU Partner with any federal, state or local government officials or news media without a prior written approval of Owner.

ARTICLE 8—DEFINITIONS

8.01 Definitions Used in this Agreement

- A. Constructor—Any person or entity (not including the Engineer, its employees, agents, representatives, subcontractors, or subconsultants), performing or supporting construction activities relating to the Project, including but not limited to contractors, subcontractors, suppliers, Owner's work forces, utility companies, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
- B. Constituent of Concern—Asbestos, petroleum, radioactive material, 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.
- C. Documents—All documents expressly identified as deliverables in this Agreement, whether in printed or electronic form, required by this Agreement to be provided or furnished by Engineer to Owner. Such specifically required deliverables may include, by

way of example, data, studies, models, and reports (including the Report referred to in Exhibit A).

- D. Engineer—The individual or entity named as such in this Agreement.
- E. Engineer's Subconsultant—An individual, firm, vendor, or other entity having a contract with Engineer to furnish services, materials, or equipment with respect to the Project as Engineer's independent professional associates, consultants, subcontractors, suppliers, or vendors.
- F. 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.
- G. Owner Indemnitees—Includes Owner, the MOU Partners, and their officers, directors, members, partners, agents, and employees.
- H. Site—One or more lands or areas that Engineer studies as the location or possible location of the Project. The lands may or may not be the property of the Owner or MOU Partners.
- I. Total Project Costs—The total cost of planning, studying, designing, constructing, testing, commissioning, and start-up of the Project, including construction costs and all other 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 costs), Owner's costs for legal, accounting, insurance counseling, and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Owner.
- J. 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 a 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.

ARTICLE 9—AGREEMENT, EXHIBITS, ATTACHMENTS

9.01 Total Agreement

- A. This Agreement, together with the Exhibits identified in Paragraph 9.02, constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

9.02 Exhibits

- A. The following exhibits are included and incorporated into the Agreement:
 - 1. Exhibit A, Scope of Engineer's Study and Report Services
 - 2. Exhibit B, Reserved
 - 3. Exhibit C, Reserved

4. Exhibit D, Reserved
5. Exhibit E, Reserved.
6. Exhibit F, Reserved.
7. Exhibit G, Insurance.
8. Exhibit H, Reserved.
9. Exhibit I, Reserved.
10. Exhibit J, Engineer's Budget
11. Exhibit K, November 2024 Memorandum of Understanding

This Agreement's Effective Date is **[insert date]**.

Owner:

(name of organization)

By: _____
(authorized individual's signature)

Date: _____
(date signed)

Name: _____
(typed or printed)

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: _____
(authorized individual's signature)

Date: _____
(date signed)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Address for giving notices:

Designated Representative:

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Address:

Phone: _____

Email: _____

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EXHIBIT A—SCOPE OF ENGINEER’S STUDY AND REPORT SERVICES

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SCOPE OF ENGINEER'S STUDY AND REPORT SERVICES

Paragraph 2.01 of the Agreement, Study and Report Services of Engineer, is supplemented to include the following provisions:

ARTICLE 1 GENERAL

1.01 Key Personnel

- A. Key Personnel shall include: [XXXXX], [XXXX]

ARTICLE 2 BASIC SERVICES

2.01 Management of Study and Report Services

- B. Engineer's services will include management of Engineer's Project-specific 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 updated on a regular basis, and as required to reflect any programmatic decisions by Owner.
 - b. 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. Coordinate services within Engineer's internal team, including Engineer's Subconsultants.
 - 3. Prepare and submit monthly engineering services progress reports to Owner. Include summary of services performed in period, expected progress in next period, percent completion of current tasks, organization chart with any staffing changes, and a budget forecast.
 - 4. Special Invoicing: In addition to, or as a substitute for, Engineer's standard invoicing, provide the specified additional information or documentation, following the invoicing procedures indicated: the Engineer shall invoice for services performed, reporting and forecasting costs to the Owner at the task level outlined in the Engineering Services Schedule.
 - 5. Establish Project-specific security and health and safety plans (as deemed necessary by Engineer), consistent with Owner's programs and procedures of which Engineer has been made aware in writing. Distribute security and health and safety plans to Engineer's team, and monitor compliance.
 - 6. Conduct ongoing management tasks, including:
 - a. Maintaining communications records and files pertaining to or arising from Engineer's Study and Report Services;
 - b. With respect to Engineer's services and other directly relevant parts of the Project, prepare for and participate in periodic progress meetings with Owner,

and MOU Partners, to discuss progress, schedule, budget, issues, potential problems and their resolution; and

- c. Preparing agendas prior to and minutes following all Engineer-led meetings.
- C. In all phases of Engineer's services, Engineer shall prepare draft and final drawings and other Documents in graphic form in accordance with Owner's CAD standards using AutoCAD Civil 3D, Revit and Navisworks 2018 version software or later.

2.02 Study and Report Phase

A. Engineer shall:

1. Consult with Owner and MOU Partners to define and clarify requirements for the Project, including design objectives and constraints; space, capacity, and performance requirements; flexibility and expandability; and any budgetary limitations. Identify available data, information, reports, facilities plans, and site evaluations.
 - a. Evaluate the following potential solutions:
 - 1) Thermal drying;
 - 2) Incineration that can reach high enough temperatures to destroy per- and polyfluoroalkyl substances (PFAS) and additional stack controls/thermal oxidizers to minimize air emissions;
 - 3) Composting; and,
 - 4) Up to four emerging technologies, such as pyrolysis, gasification, thermal hydrolysis, or some other emerging technology that has not yet been brought to market.
 - b. Assist Owner and MOU Partners in determining which emerging technologies to consider in the evaluation, using Owner and MOU Partner requirements, and available data, reports, plans, and technology evaluations.
 - c. Reserved
 - d. Identify additional potential solution(s) to meet Project requirements, as needed.
2. Study and evaluate the potential solution(s) to meet Project requirements.
3. Visit the Site, or potential Project Sites, to review existing conditions and facilities, unless such visits are not necessary or applicable to meeting the objectives of the Study and Report Phase.
4. Assess initially available Project information and data, including the Baseline Information set forth at the beginning of this Exhibit A.
5. Advise Owner of any need for Owner to obtain, furnish, or otherwise make available to Engineer additional Project-related information and data, for Engineer's use in the study and evaluation of potential solution(s) to Project requirements, and preparation of a related report.
6. After consultation with Owner and MOU Partners, recommend the solution(s) which in Engineer's judgment meet requirements for the Project.
7. Identify, consult with, and analyze requirements of authorities having jurisdiction to permit or approve construction or operation of the portions of the Project under study, including but not limited to impacts and mitigating measures identified in previously

prepared environmental assessments for the Project provided to the Engineer or being concurrently prepared for Owner or MOU Partners by others. This should include a thorough regulatory review of the evaluated technologies and regional partnership approach.

8. Advise the Owner of any need for Owner to provide data or services of the types described in Paragraph 1.01 of the Agreement.
9. Assist Owner and MOU Partners in evaluating the possible use of building information modeling; civil integrated management; geotechnical baselining of subsurface conditions at the Site; innovative design, contracting, or procurement strategies; project delivery method; or other strategies, technologies, or techniques for assisting in the design, construction, and operation of their facilities. The subject matter of this paragraph will be referred to as “Project Strategies, Technologies, and Techniques.”
10. Assist Owner and MOU Partners in identifying opportunities for enhancing the sustainability of the Project, and pursuant to Owner and MOU Partners instructions, plan for the inclusion of sustainable features in the design.
11. Review with Owner and MOU Partners the thresholds established in applicable codes, standards, and design criteria specifically governing the ability of the proposed facilities or improvements to perform, and to absorb or avoid damage without suffering complete or substantial failure. As part of the review, identify additional risk assessment studies or tools that are available to evaluate the susceptibility of the facilities or improvements to natural and man-made events beyond the applicable established thresholds. Upon request, as an additional service, perform additional risk assessment studies or tools to further evaluate system resiliency beyond the applicable established thresholds.
12. Utilities, including Underground Facilities
 - a. Review any utility mapping and surveys and other utilities documentation made available. Take note of observable utilities during Site visit.
 - b. Identify, in a preliminary manner and to the extent determinable by such mapping or other information provided by Owner, and by observations at the Site, those utilities (whether above-ground utilities of any type, or Underground Facilities) likely to be affected by the Project construction and additional utility facilities or extensions that will be needed to serve the Project.
 - c. If the impact on existing utilities or the need for additional utility facilities or extensions cannot reasonably be determined in a preliminary manner from mapping or other information provided by Owner, or such information was not available from Owner, then assist Owner and MOU Partners in evaluating the need to either obtain additional utility mapping and utility documentation during the Study and Report Phase, or undertake other alternative approaches and contingencies to account for utility uncertainties in this phase.
 - d. Advise Owner of additional utility documentation and coordination needed during the design and construction phases to adequately assess, mitigate, and manage the impact of the Project (including any additional utility facilities or extensions needed to serve the Project) on existing utilities.
 - e. Use ASCE 38, “Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data” as a means to advise the Owner regarding the extent and identification and mapping of existing Underground Facilities during the design and construction phases.

- 1) If Owner has retained a land surveyor, utility engineer, or utility consultant, collaborate with such individuals or entities regarding the application of ASCE 38.
13. Inquire regarding survey methodologies and technologies that would aid in addressing Owner's Project requirements. Develop a scope of work and survey limits for any topographic and other surveys necessary for design. For recommended survey deliverables, specify a) required technical specifications; b) pertinent datum; c) survey limits, and d) formats of deliverables. Collaborate with land surveyor, when separately retained by Owner or third party, to develop such scope of work.
14. Prepare a report (the "Report") which will, as appropriate, contain schematic layouts, sketches, and conceptual design criteria with appropriate exhibits to indicate the agreed-to requirements, considerations involved, and Engineer's recommended solution(s).
 - a. For each recommended solution, Engineer will separately tabulate Total Project Cost, itemizing those items and services included within the definition of Total Project Costs.
 - b. Engineer will meet with Owner and MOU Partners to discuss the draft Report and receive Owner's and MOU Partners' comments.
15. Perform or provide the following other Study and Report Phase tasks or deliverables:
 - a. Case studies of each technology alternative to identify benefits and concerns related to the constructability and operability of similar systems;
 - b. Case studies of other regional facilities;
 - c. Business case evaluation, including capital cost investment (Class 5 estimate per the Association for the Advancement of Cost Engineering International's Recommended Practice No. 18R-97 Cost Estimate Classification System), life-cycle cost analysis, and alternative end use markets;
 - d. Implementation schedule, including design and construction phases for each alternative;
 - e. Regulatory review of each alternative;
 - f. Siting study, including property and zoning requirements;
 - g. Review of incorporating diverse feedstocks (cake, pellets) and other feedstocks (fats, oils, and grease, high strength food waste or drinking water residuals) into each alternative;
 - h. Identification of potential uses for the energy recovered from the regional facility and how these benefits would be realized in a joint venture;
 - i. Evaluation of potential storage options;
 - j. Identification of potential funding sources for the construction of a regional facility;
 - k. Structural/governance alternatives for a new regional entity, including examples of other regional authorities created for a similar purpose; and
 - l. Risk analysis and identification of externalities that might become obstacles to success for a joint venture.

- m. PowerPoint presentation for communication of report findings to internal and external stakeholders.
- 16. Furnish the Report and any other Study and Report Phase deliverables to Owner pursuant to the requirements of the schedule in Paragraph 4.01 of the Agreement, and review the deliverables with Owner.
- 17. Revise the Report and any other Study and Report Phase deliverables in response to Owner's comments, as appropriate, and submit revised deliverables pursuant to the schedule in Paragraph 4.01.
- B. Engineer's services under the Study and Report Phase will be considered complete on the date when Engineer has delivered to Owner the final Report (as revised) and any other Study and Report Phase deliverables.

ARTICLE 3 ADDITIONAL SERVICES

3.01 Additional Services

- A. If authorized in writing by Owner, Engineer shall furnish or obtain from others Additional Services of the types listed below.
- A. Site-related Additional Services
 - 1. Services to make measured drawings of existing conditions or facilities, to conduct tests or investigations of existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.
 - 2. Provide necessary field surveys and topographic and utility mapping to be used for study and design purposes.
 - 3. Provide additional mapping and documentation services relating to utilities, including Underground Facilities, arising from Engineer's services under Exhibit A Paragraph 1.02.A.13 above, based when applicable on the guidance in ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data."
 - 4. Preparation of environmental assessments and impact statements; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.
 - 5. Providing assistance in responding to or investigating the presence of any Constituent of Concern at any Site, in compliance with current Laws and Regulations.
- B. Additional Study, Investigation, and Report Services
 - 1. Undertaking investigations and studies including, but not limited to:
 - a. detailed consideration of operations, maintenance, and overhead expenses;
 - b. the preparation of feasibility studies (such as those that include projections of output capacity, utility project rates, project market demand, or project revenues) and cash flow analyses, provided that such services are based on the engineering and technical aspects of the Project, and do not include rendering advice regarding municipal financial products or the issuance of municipal securities;
 - c. preparation of appraisals;

- d. evaluating processes available for licensing, and assisting Owner in obtaining process licensing;
 - e. detailed quantity surveys of materials, equipment, and labor; and
 - f. audits or inventories required in connection with construction performed or furnished by Owner.
 - 2. Services resulting from significant changes in the scope, extent, or character of the Project including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising the Report or other deliverables when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date or are due to any other causes beyond Engineer's control.
 - 3. Services resulting from Owner's request to evaluate additional potential solutions.
- C. Additional Services—General
- 1. Attendance, presentations, and support at public meetings and hearings, including preparation for such meetings and hearings, and drafting related exhibits and handouts.
 - 2. Preparation of applications and supporting documents for private or governmental grants, loans, or advances in connection with the Project.
 - 3. Services required as a result of Owner providing incomplete or incorrect information to Engineer.
 - 4. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructability review requested by Owner; and performing or furnishing services required to revise studies, reports, or other documents as a result of such review processes.
 - 5. Providing renderings or models for Owner's use, including services in support of building information modeling or civil integrated management.
 - 6. Services during out-of-town travel required of Engineer, other than for visits to the Site or Owner's office as required in Basic Services (Article 2 of Exhibit A).
 - 7. Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration, lien or bond claim, or other legal or administrative proceeding involving the Project.

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EXHIBIT A, APPENDIX 1 ENGINEER'S SCOPE

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EXHIBIT G—INSURANCE REQUIREMENTS

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ENGINEER'S INSURANCE

Article 7.06 of the Agreement is supplemented to include the following:

1.01 Insurance Coverage and Required Limits

- A. In accordance with Article 7.06 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 | \$1,000,000 |
| Personal and Advertising Injury | \$1,000,000 |
| Products-Completed Operation Aggregate | \$1,000,000 |
| Automobile Liability | |
| Each Accident/Combined Single Limit | \$1,000,000 |
| Excess or Umbrella Liability | |
| Each Occurrence/General Aggregate | \$2,000,000 |
| Professional Liability | |
| Per Claim/Aggregate | \$2,000,000 |

- B. In accordance with Article 7.06 of the Agreement, the insurance that 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 | \$2,000,000 |
| Personal and Advertising Injury | \$1,000,000 |
| Products-Completed Operation Aggregate | \$2,000,000 |
| Automobile Liability | |
| Each Accident | \$1,000,000 |
| Professional Liability (if providing professional services) | |
| Per Claim/Aggregate | \$1,000,000 |

- C. The insurances noted above in Section 1.01.A and 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.

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EXHIBIT J—ENGINEER’S BUDGET

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EXHIBIT K—NOVEMBER 2024 MEMORANDUM OF UNDERSTANDING

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