

AlexRenew

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Request for Proposals for:

**Professional Engineering Services for the
Biosolids Diversification Program's
Thermal Drying Facility**

RFP-26-033

July 28, 2026

Proposals shall only be submitted electronically via e-mail to Igor Scherbakov, Procurement Manager, at Biosolids-26-033@AlexRenew.com on or before 2:00 PM Local Time, September 1, 2026. Paper copies will not be accepted. AlexRenew will conduct a Pre-proposal Meeting and Site Tour for this solicitation on August 4, 2026, from 10:00 AM to 12:00 PM Local Time at AlexRenew's Environmental Center, Conference Room 600.

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LIST OF ATTACHMENTS

ATTACHMENT A.	DRAFT PRELIMINARY ENGINEERING REPORT, MAY 2026 (ACCESS PROVIDED VIA SHAREPOINT)
ATTACHMENT B.	ALEXRENEW SOLIDS ROADMAP, MAY 2025 (ACCESS PROVIDED VIA SHAREPOINT)
ATTACHMENT C.	THERMAL DRYING FACILITY CONCEPTUAL RENDERINGS, JUNE 2026 (ACCESS PROVIDED VIA SHAREPOINT)
ATTACHMENT D.	DRAFT SCOPE OF SERVICES
ATTACHMENT E.	SAMPLE PROFESSIONAL SERVICES AGREEMENT
ATTACHMENT F.	RFP-26-033 COVER SHEET
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1 INTRODUCTION

The City of Alexandria, Virginia Sanitation Authority d/b/a AlexRenew submits this Request for Proposals (RFP) to solicit Proposals from those entities (Respondents) interested in providing engineering services to support the design of a new thermal drying facility and associated solids process upgrades at AlexRenew's Water Resource Recovery Facility (WRRF).

It is anticipated that the successful Respondent will enter into a professional services contract (Contract) with AlexRenew. This solicitation is being conducted as a competitive negotiation for professional services, in accordance with Virginia Code § 2.2-4302.2. AlexRenew may decide to include Resident Engineering and Inspection (RE&I) services in the Contract by amendment.

Respondent's Proposal must meet all requirements established by this RFP. Requirements of this RFP generally will use the words "shall", "will", or "must" (or equivalent terms) to identify a required item that must be submitted with a Respondent's Proposal. Failure to meet any RFP requirement may render a Respondent's Proposal non-responsive. The extent to which a Respondent meets or exceeds evaluation factors will be rated by AlexRenew and be reflective of AlexRenew's scoring (in its sole discretion) of a Respondent's Proposal.

1.1 Definitions

General and specific terms of reference used in this RFP include, but are not limited to:

- A. **Biosolids Diversification Program (Program):** AlexRenew's collection of projects to modernize its existing solids handling and treatment systems and address regulatory risk.
- B. **Business Day:** Any day on which the Owner is open for business.
- C. **Construction Manager At-Risk (CMAR):** The construction firm overseeing and performing work for the Project. PC Construction was contracted as the CMAR for the Biosolids Diversification Program.
- D. **Contract:** The contract resulting from this solicitation.
- E. **Dryer Manufacturer:** The entity fabricating the thermal dryers to support the services associated with this solicitation and the implementation of the Biosolids Diversification Program.
- F. **Engineer:** The successful Respondent selected to perform the services associated with this solicitation.

- G. **Existing Facility Upgrades:** One of two projects under AlexRenew's current Biosolids Diversification Program. Project consists of upgrading and replacing aging solids process equipment to improve system reliability.
- H. **Owner:** AlexRenew.
- I. **Procurement:** The Owner's process for selecting the Engineer to provide services.
- J. **Project Delivery Team:** The Respondent's team as proposed in response to Section 3.4.
- K. **Proposal:** The document submitted by a Respondent in response to this RFP, including any completed forms, attachments, appendices, and exhibits.
- L. **Respondent:** The entity that submits a Proposal in response to this RFP.
- M. **Request for Proposals (RFP):** This Procurement document.
- N. **Thermal Drying Facility (Project):** The Project referenced in this RFP. One of two projects under AlexRenew's current Biosolids Diversification Program. Project involves the addition of two (2) thermal dryers and associated improvements.

2 BACKGROUND INFORMATION

2.1 Overview of AlexRenew

Established in 1952 by the Alexandria City Council, AlexRenew's mission is to clean wastewater and protect public health and the environment. AlexRenew is governed by an Alexandria City Council-appointed five-member citizen Board of Directors and is a political subdivision of the Commonwealth of Virginia created under the Virginia Water and Waste Authorities Act. AlexRenew is an independent, special-purpose government unit with administrative and fiscal independence from the City of Alexandria. AlexRenew serves more than 320,000 people in the City of Alexandria and parts of Fairfax County, Virginia. It currently maintains capital assets valued at approximately \$1.4 billion, with a permitted average daily flow of 54 MGD (up to 116 MGD during wet weather) of wastewater at its Water Resource Recovery Facility (WRRF), located in Alexandria, Virginia.

2.2 AlexRenew's Existing Solids Treatment Processes

AlexRenew's solids treatment process collects waste activated sludge (WAS), primary sludge, and tertiary sludge to be thickened, blended, screened, pasteurized, anaerobically digested, and then dewatered.

The sludge first undergoes a thickening process where WAS is thickened in the thickening centrifuges. Separately, primary sludge and tertiary sludge are thickened in gravity thickeners. The thickened solids are then blended together in the thickened sludge equalization tanks. From there, the thickened sludge is screened and held at 160°F for 30 minutes in the batch pre-pasteurization process. The pasteurized thickened sludge is then digested and dewatered with the intent of producing a Class A dewatered biosolids cake product.

For additional information on AlexRenew's existing solids treatment processes, see Attachment A – Draft Preliminary Engineering Report.

2.3 AlexRenew's Current Biosolids Management Approach

AlexRenew has historically hauled produced biosolids to farms throughout Virginia for land application. Recognizing the need to improve the resilience of its solids processing infrastructure and plan for an evolving regulatory landscape, AlexRenew began developing a long-term biosolids management plan (Plan) in 2022. The Plan evaluated the reliability and functionality of AlexRenew's solids treatment processes and identified adaptations necessary to meet future/potential regulatory requirements, including how to move away from land application. The Plan is provided as Attachment B – AlexRenew Solids Road Map.

During the 2026 Virginia General Assembly session, Virginia enacted regulations restricting biosolids land application and establishing testing requirements for PFAS. According to this legislation, land application is restricted for biosolids with concentrations of PFOA or PFOS above 25 parts per billion. Concentrations of PFOA and PFOS in AlexRenew's biosolids fluctuate and can exceed the regulatory threshold for land application.

In response to this legislation, AlexRenew accelerated its transition away from land application and stopped the practice in June 2026. In the near term, AlexRenew partnered with a local waste-to-energy facility for biosolids disposal and is securing landfill capacity as a backup during waste-to-energy facility down-times. While this interim disposal approach mitigates current risk associated with regulatory compliance and operational continuity, AlexRenew continues to pursue a permanent, long-term biosolids management solution.

2.4 AlexRenew's Biosolids Diversification Program

The Biosolids Diversification Program is the project focused on implementing AlexRenew's long-term biosolids management strategy identified through the Plan. The Plan identified short-term upgrades to improve the reliability of aging equipment and maintain permit compliance; medium-term solutions to reduce biosolids volume, diversify end-use options, and minimize regulatory risk; and long-term concepts to adapt future solids management scenarios. Together, these projects provide a structured approach to achieving a sustainable, resilient, and adaptable solids management program at AlexRenew.

The Program is being delivered through a Construction Manager At-Risk (CMAR) contract with PC Construction and consists of two major projects: the Existing Facility Upgrades, which implements the Plan's short-term improvements and the Thermal Drying Facility which implements the Plan's medium-term strategy.

The Existing Facility Upgrades consist of upgrading and replacing aging solids process equipment to improve reliability and prepare the WRRF for future improvements. The dewatering centrifuges, thickening centrifuges, and digester sludge heat exchangers are being replaced in kind, while the gravity thickeners and digester gas mixing systems are being upgraded to improve process efficiency, operations, and maintenance. In addition, the pre-pasteurization system is being decommissioned to improve process efficiency and increase available space for future improvements. Construction of the Existing Facility Upgrades is currently underway and expected to continue through 2029.

The Thermal Drying Facility involves the addition of two (2) thermal dryers to reduce the volume of produced biosolids, diversify beneficial end-use options, and establish a long-term biosolids management solution that reduces reliance on land application.

2.5 Preliminary Design for the Biosolids Diversification Program's Thermal Drying Facility

A siting assessment completed in 2025 identified AlexRenew's Sludge Thickening Building (Building C) as the optimal location for the thermal dryer facility. Building C currently houses five (5) gravity thickeners. As part of this Project, it is envisioned that two (2) of the gravity thickeners will be decommissioned and demolished to accommodate the thermal dryers, while the remaining three (3) gravity thickeners will be rehabilitated and remain in service. The existing superstructure associated with Building C will be demolished and reconstructed to accommodate the new Thermal Dryer Facility, all while maintaining continuous plant operations. Conceptual renderings and layouts of the new Thermal Drying Facility are shown in Attachment C.

Table 2.1 provides a summary of the major design elements currently identified in the Preliminary Design that are anticipated to be included in the scope of services under this Contract. The final scope of work will be refined as part of negotiations.

Table 2.1 Anticipated Scope of Design Services

Component	Description
Thermal Dryer System	Design a new thermal drying system in collaboration with the Dryer Manufacturer, which includes redundant Andritz DDS-60 rotary drum dryers and associated process equipment.
Thermal Dryer Ancillary Systems	Design the supporting process systems required for the dryer facility including regenerative thermal oxidizers (RTOs), pellet storage/loading, dewatered cake storage, biogas cleaning, MCCs, controls, and SCADA integration.
Gravity Thickening	Design demolition of two (2) existing gravity thickeners while providing for the maintenance of operations of the remaining three (3) thickeners during construction. Evaluate the need for a future fourth gravity thickener
Dewatering Centrifuges	Design: (1) the demolition of the existing dewatering centrifuges in AlexRenew's current solids processing facility (Building L), (2) the installation of new centrifuges in Building C, (3) the dewatered sludge equalization tanks, and (4) the dewatered centrate conveyance systems.
Sludge Screening	Design temporary sludge screening for use during construction and permanent sludge screening facilities (to include new sludge screens, wet wells, and associated process infrastructure).
WAS Conveyance	Design modifications to waste activated sludge pumping and piping systems to accommodate future peak solids loading.
Electrical Systems	Assess plant electrical capacity and design the power systems required to support the thermal drying facility and building systems (including transformers, switchgear, power feed, and related equipment).
Structural Design	Design demolition of Buildings C and 55 and the reconstruction of Building C, including structural foundations and building systems to support the new facility.
Architectural Design	Develop the architectural design for the new Building C from the conceptual rendering, including building layout, space planning, exterior appearance, code compliance, permit approvals, and integration with AlexRenew's campus.
Building Services	Design HVAC, plumbing, electrical, fire protection, odor control, and other building systems required for a complete and operable facility.
Envision	Evaluate opportunities to incorporate sustainable design practices and prepare documentation necessary to achieve the maximum Envision verification level possible.
CMAR Coordination	Actively work with the CMAR to incorporate constructability reviews, cost estimating, phasing, scheduling, and value engineering into the design.

2.6 Status of Procurement of Dryer Manufacturer

AlexRenew conducted a separate procurement to select the Dryer Manufacturer who will fabricate the thermal dryers. Negotiations are currently underway with Andritz Separation Technologies, Inc. with contract execution anticipated for fall 2026.

2.7 Program Capital Cost and Schedule

The capital cost of the Biosolids Diversification Program (all projects) is currently estimated at \$355 million. Figure 2.1 illustrates the current schedule for the Thermal Drying Facility Project and construction of the Existing Facility Upgrades.

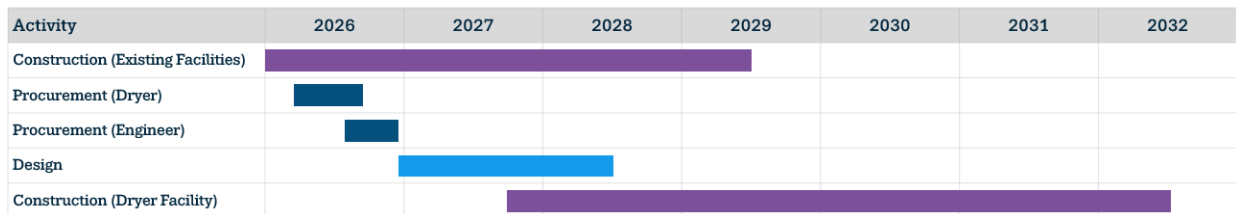


Figure 2.1 Biosolids Diversification Project Schedule

The estimates of the value and schedule are approximations and provided to assist interested participants in determining whether to submit a proposal.

2.8 AlexRenew's Goals for the Biosolids Diversification Program

2.8.1 Organizational Goals

AlexRenew's long-term biosolids management goals involve reducing the volume of biosolids produced and permanently transitioning away from the land application of biosolids.

2.8.2 Project Objective

Since the beginning of planning efforts in 2022, AlexRenew's biosolids management strategy has evolved significantly in response to the initially anticipated and now implemented PFAS regulations. The successful Respondent will support AlexRenew's organizational goals by providing a reliable, efficient, and maintainable Thermal Drying Facility. The design will support AlexRenew's current strategy while providing sufficient flexibility and expandability to accommodate future refinements as regulatory requirements and biosolids management practices and technologies continue to evolve.

2.8.3 Project Delivery Team Goals

AlexRenew is an organization that values adaptability, collaboration, and thoughtful decision-making. This Project is taking place in the midst of evolving regulatory requirements, emerging technologies, and ongoing updates to our operational priorities. AlexRenew strives to remain responsive and make timely, well-informed

decisions that keep the Project moving forward while managing technical, financial, and operational risk. Throughout design and construction, wastewater treatment permit compliance is crucial, and all Project decisions should support these objectives, while delivering value to our customers.

AlexRenew is seeking a Respondent that will function as an extension of our staff. The successful Respondent will invest the time to understand AlexRenew's organization, our goals, our decision-making process, operational constraints, and long-term strategy. The Respondent should provide objective, data-driven recommendations, proactively identify opportunities and risk, challenge assumptions when appropriate, and support AlexRenew in making informed decisions. The Respondent's Project Delivery Team should be a responsive, collaborative partner who is committed to advancing the Project.

To achieve this, AlexRenew is seeking a team that:

- A. Demonstrates exceptional project leadership that fosters collaboration and builds trust, facilitates timely decision-making and effective meetings, proactively identifies and manages risk, provides thoughtful recommendations to improve Project outcomes, and maintains accountability for Project scope, schedule, budget, and quality.
- B. Is well coordinated internally, with clear roles and responsibilities and team members who understand AlexRenew's organizational goals, the Project objectives, and how their work contributes to the overall schedule and success.
- C. Is nimble and adaptable as project needs or drivers evolve while consistently delivering high-quality work products and maintaining momentum toward key Project milestones.
- D. Establishes clear points of communication and works with AlexRenew to create an escalation process that empowers decision-making at the right level.
- E. Is supported by an organizational leadership team that provides executive oversight and can readily provide additional technical, management, or specialty resources to support Project Delivery Team success.
- F. Possesses extensive technical experience designing wastewater treatment facilities, with particular expertise in solids treatment processes, thermal drying technologies, and integrating these systems into existing treatment plant operations to ensure a fully coordinated design with the liquids process.

Experience planning phased construction and startup while maintaining continuous plant operations and minimizing the risk of process disruptions or permit violations is essential.

Please note that AlexRenew places greater value on demonstrated experience with comparable wastewater infrastructure and does not prefer nor require prior experience with AlexRenew specifically.

- G. Demonstrates experience in developing in-depth budgetary estimates, cash flows, and projections, and effectively analyzing the cost estimates and cash flows of others.
- H. Is familiar with the local and state permitting required for this project.
- I. Embraces a collaborative, integrated project delivery approach. The successful Respondent will work closely with AlexRenew staff, the CMAR, the Dryer Manufacturer, and others as identified. The team should facilitate coordination among all Project stakeholders, ensuring that technical input, operational considerations, constructability, and the Existing Facility Upgrades are effectively incorporated into the final design.
- J. Demonstrates a strong commitment to sustainable and resilient design. The Project is intended to achieve Envision verification, and the team should have experience incorporating sustainability principles, energy efficiency, and resiliency into a design.
- K. Can effectively deliver the Thermal Drying Facility using a systems-based approach that considers interactions among process systems, utilities, buildings, site infrastructure, plant operations, maintenance, and constructability.
- L. Understands the importance of architectural quality and community context. The Thermal Drying Facility will become a prominent addition to the AlexRenew campus and will be visible from the surrounding community. The design should be architecturally compatible with the existing campus, space-proofed for all systems and processes, and consider the ease of future building modifications. The team shall be capable of navigating the City of Alexandria's DSUP review process and progressing the current conceptual building design.

2.9 Access to Attachments

AlexRenew has established a SharePoint site to provide access to Attachments A, B, and C. To request access to the SharePoint site with these attachments, please submit an e-mail request with the subject "Request for Reference Documents SharePoint Access RFP-26-033" to Biosolids-26-033@AlexRenew.com. The e-mail should provide the list of individuals who would like access including the following information: individual name, title, company, and e-mail address.

2.10 Anticipated Scope of Services

The successful Respondent will provide comprehensive professional engineering, architectural, and related consulting services necessary to advance the Project from its current concept design through final design, construction, startup, commissioning, and closeout. The successful Respondent shall become fully familiar with the Program's current status and the planning efforts completed to date (including the rationale for key Owner decisions regarding thermal drying technology selection, facility sizing, design criteria, and other Project requirements).

The successful Respondent will work collaboratively with the Owner, CMAR, Dryer Manufacturer, and other project stakeholders to integrate technical, operational, constructability, and cost considerations into the design and successful delivery of the Project.

Services are anticipated to include project management and quality management; process and facility design; architectural, structural, civil, mechanical, electrical, plumbing, and instrumentation and controls engineering; site design; sustainability integration; permitting and regulatory support; cost estimating; construction sequencing, including maintenance of plant operations; startup and commissioning support; and construction phase engineering services. Additional specialties may include land surveying, hydraulic and hydrologic engineering, environmental studies, operations and maintenance support, process troubleshooting, SCADA programming, and other professional services necessary to meet AlexRenew's and the Project's objectives.

All services shall be performed in accordance with the applicable standard of care for professional engineering services and in compliance with all applicable federal, state, and local laws, regulations, codes, and ordinances, including, as applicable, the requirements of the U.S. Environmental Protection Agency (EPA), Virginia Department of Environmental Quality (VDEQ), Virginia Department of Health (VDH), Virginia Occupational Safety and Health (VOSH), and the Occupational Safety and Health Administration (OSHA).

The Project is anticipated to be completed in two phases, which are aligned with the CMAR's scope:

- Phase I – Preconstruction Services
- Phase II – Construction Phase Services

A draft detailed Scope of Services is provided in Attachment D.

2.11 Anticipated Contract Terms and Conditions

AlexRenew anticipates using a contract based on the most current Engineer Joint Contract Documents Committee (EJCDC) CMAR 500, revised as determined by AlexRenew. A draft agreement is provided as Attachment E.

2.12 Procurement Schedule

AlexRenew anticipates conducting the Procurement in accordance with the list of milestones outlined in Table 2.2. These milestones are subject to revision, and AlexRenew, at its sole discretion, reserves the right to modify the milestones as it finds necessary.

AlexRenew will conduct a Pre-proposal Meeting and Site Tour for this RFP at AlexRenew's Environmental Center, Conference Room 600 (Ed Semonian Board Room). Respondents are limited to five (5) participants per team at the Pre-proposal Meeting and Site Tour. Additional members can attend virtually using the following link: [Microsoft Teams Link for Access to Pre-proposal Meeting](#).

AlexRenew will provide the Site Tour for in-person attendees. Anyone wishing to participate in the site tour shall bring their own personal protective equipment including a hard hat, safety vest, and closed-toe shoes.

Table 2.2. Procurement Schedule

Date	Activity
July 28, 2026	Issue RFP
August 4, 2026	Pre-proposal Meeting and Site Tour 10:00 AM to 12:00 PM Local Time
August 18, 2026	Last Date to Submit Questions Regarding RFP; 2:00 PM Local Time
August 25, 2026	Last Day for AlexRenew to Issue Addenda
September 1, 2026	Proposals Due; 2:00 PM Local Time
October 15, 2026	Notifications to Respondents of Shortlist
November 4, 2026	Formal Presentations and Interviews
December 15, 2026	Contract Approval by AlexRenew Board
December 2026	Anticipated Contract Award and Notice to Proceed

2.13 AlexRenew's Point of Contact

The sole AlexRenew point of contact (POC) for matters related to Procurement shall be:

Igor Scherbakov

Procurement Manager

Biosolids-26-033@AlexRenew.com

The POC is the only individual authorized to discuss this Procurement with any interested parties, including Respondents. All communications outside of the Pre-proposal Meeting and with the POC about this Procurement shall be in writing, as required by applicable provisions of this RFP.

Prior to the award of the Contract resulting from this solicitation, Respondents are prohibited from contacting AlexRenew's staff other than the POC identified above. Respondents are also prohibited from contacting any member of AlexRenew's Board and any other staff or entities contributing to the development of the Procurement. Any such contact may result in disqualification from participating in this Procurement.

AlexRenew disclaims the accuracy of information derived from any source other than the POC, and the use of any such information is at the sole risk of the Respondent.

3 PROPOSAL CONTENTS

Respondents are advised that the Proposal shall include specific information that will demonstrate the qualifications and experience required by this RFP. The Proposal shall consist of all information required under this Section 3, in the order and format specified in Section 5.

Respondents are advised that AlexRenew reserves the right to conduct an independent investigation of any information, including prior experience and performance, identified in the Proposal by contacting project references, accessing public information, contacting independent parties, or any other means. AlexRenew further reserves the right to request additional information from a Respondent during the evaluation of that Respondent's Proposal. If the Respondent has concerns about information included in its Proposal that may be deemed confidential, the Respondent shall adhere to the requirements set forth by Section 8.6.

3.1 Cover Page

Include a cover page that contains the following title "Proposal for Contract 26-033: Professional Engineering Services to Support the Biosolids Diversification Program's Thermal Drying Facility." The cover shall also include the name of the Respondent. The cover need not identify any other entities other than the Respondent, but may contain other items (photos, logos, etc.) at the discretion of the Respondent.

3.2 Table of Contents

Include a Table of Contents outlining the contents of the Proposal that allows for at least three (3) levels of content to address the level of detail provided in the document.

3.3 Submittal Letter

Each Respondent shall provide a Submittal Letter on the Respondent's letterhead that formally conveys the Proposal to AlexRenew. The letter must be signed by the Respondent's authorized representative who is empowered to sign such material and to commit the Respondent to the representations and obligations contained in the Proposal. If the Respondent is a corporation, an authorized officer shall sign his/her name and indicate his/her title beneath the full corporate name.

3.4 Project Delivery Team Organization

The Respondent shall provide sufficient information to enable AlexRenew to understand and evaluate the Respondent's proposed Project Delivery Team. Respondents shall define the team structure they believe will most effectively deliver the Project and achieve AlexRenew's goals and objectives described in Section 2.8.

The Respondent shall provide:

- A. **Organization chart.** A one-page organizational structure chart/graphic illustrating the Respondent's full project delivery team for Phase I including reporting relationships.
- B. **Resumes.** Provide up to ten (10) resumes (1 page max) for the individuals the Respondent considers most critical to the Project's success during the design (Phase I). Scoring will be based on the quality of the team provided, not the number of resumes.

On each resume, include the contact information for two client references (name, title, phone number, and e-mail). References should be for projects included on the resume.

- C. **Narrative.** Respondent shall provide a narrative that addresses the following:
 - 1. **Project Team Structure.** Explain why the proposed team structure, roles, and individuals selected are appropriate for this Project and how they will support successful delivery of AlexRenew's goals and objectives.
 - 2. **Support from AlexRenew.** Beyond timely decisions, describe the information, participation, and other support the Respondent will require from AlexRenew to successfully delivery the Project.
 - 3. **Why this Project.** Describe what excites your team most about this Project and/or working with AlexRenew and how you envision contributing beyond traditional design services to help AlexRenew achieve its long-term biosolids management strategy.

3.5 Related Project Experience

Provide three (3) reference projects that the Respondent considers most relevant for demonstrating the team's qualifications on projects of similar scope and complexity. The reference projects must have been performed within ten (10) years prior to the issuance date for this RFP, by any method of project delivery.

Using one (1) page per project, provide the following information:

- A. Project information including name, location, description, capital and construction value, project schedule, and delivery method.
- B. Contact information (name, title, phone, email) of a person representing the client/owner who was in responsible charge of the project and is knowledgeable of the Respondent's role and work.

- C. Respondent's role (description of scope/role, names and roles of any individuals from Respondent's Project Delivery Team that supported the project, relevant technical scope elements)
- D. Brief narrative describing why the project is relevant to this Procurement and what experience gained from that project will benefit AlexRenew.

3.6 Resident Engineering and Inspection Services Experience

The Owner has not yet determined which entity will provide resident engineering and inspection (RE&I) services for the Project. However, if Respondent has internal capabilities to self-perform (e.g., perform without using a subconsultant) RE&I services for projects of similar scope to the Project, include a description of those capabilities in this section. Limit of 1 page. **Please note that this section will not be scored.**

3.7 Other Forms and Required Documents

3.7.1 RFP 26-033 Cover Sheet

Complete the RFP-26-033 Cover Sheet included as Attachment F and include it as the first page of the Proposal.

3.7.2 RFP 26-033 Checklist

Respondents shall complete the RFP-26-033 Checklist provided as Attachment G and include it in the Proposal. The purpose of the RFP Checklist is to aid the Respondent in ensuring all submittal requirements have been included and to provide a page reference indicating the location of each submittal requirement in the Respondent's Proposal. The RFP Checklist is provided to assist the Respondent in preparing its Proposal as a guide only – it does not absolve the Respondent from meeting all requirements of the RFP.

3.7.3 SCC Registration

Any Respondent organized as a stock or non-stock corporation, limited liability company, business trust, or limited partnership or registered as a limited liability partnership shall be authorized to transact business in the Commonwealth of Virginia as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia, or as otherwise required by law. The proper and full legal name of the firm or entity and the identification number issued to the Respondent by the Virginia State Corporation Commission must be written in the space provided on the State Corporation Commission (SCC) Form provided as Attachment H. Any Respondent that is not required to be authorized to transact business in the Commonwealth shall include in its proposal a statement describing why the Respondent is not required to be authorized.

Execute and return the SCC Registration Form for each Respondent business entity.
Provide the name, registration number, type of corporation and status.

4 EVALUATION OF PROPOSALS

AlexRenew will review the Proposals for responsiveness to the requirements of this RFP and evaluate all responsive Proposals according to the factors and weightings outlined in Table 4.1.

Table 4.1. Evaluation Factors and Weighting

Evaluation Factor	Weighting (percentage)
Project Delivery Team Organization	60
Related Project Experience	40
Resident Engineering and Inspection Experience	Will not be evaluated

Each evaluation factor has an assigned maximum weight as indicated above. The Submittal Letter and all additional requirements and submittals from Section 3.8 are considered pass/fail submissions.

AlexRenew may identify two (2) or more proposals deemed fully qualified, responsible, and suitable. These Respondents may be invited to individual discussions to demonstrate their ability to provide the services required under this Contract. Respondents selected for individual discussions will be encouraged to elaborate on their proposed project delivery team, experience, and qualifications. Details will be provided when individual discussions are scheduled.

At the conclusion of the individual discussions, AlexRenew will enter into negotiations with the highest ranked Respondent. The parties may negotiate changes in the proposal if deemed in the best interest of AlexRenew. Negotiations may include, but are not limited to:

- A. Contract Terms.
- B. Contract start dates and durations.
- C. Contract scope of work and deliverables.
- D. Staffing levels and hours.
- E. Proposed personnel.
- F. Contract pricing.
- G. Contract start date.

If a contract can be negotiated at a price considered fair and reasonable and pursuant to contractual terms and conditions acceptable to AlexRenew, the award shall be made to that Respondent. Otherwise, negotiations with the Respondent ranked first shall be formally terminated and negotiations conducted with the Respondent ranked second,

and so on through those Respondents deemed fully qualified, responsible, and suitable until such a contract can be negotiated at a fair and reasonable price.

Should AlexRenew determine, at its sole discretion, that only one Respondent is fully qualified, or that one Respondent is clearly more highly qualified and suitable than the others under consideration following receipt and evaluations of proposals, AlexRenew may enter into negotiations with that Respondent without creating a shortlist or having further individual discussions.

When AlexRenew has decided to award the Contract and successfully completed negotiation of the Contract with such Respondent, the result of such decision will be posted on the AlexRenew website.

5 PROPOSAL SUBMITTAL REQUIREMENTS

5.1 Format

This Section describes the submittal and format requirements that all Respondents must satisfy in submitting a Proposal. Failure of any Respondent to submit its Proposal in accordance with this RFP may result in rejection.

Proposals shall be organized as outlined in Table 5.1.

Table 5.1. Proposal Outline

Proposal Section	Contents	Page Limit
--	Cover Page	N/A
--	RFP-26-033 Cover Sheet	N/A
--	Table of Contents	N/A
1	Submittal Letter	1
2	Project Delivery Team Organization	6
3	Related Project Experience	4
4	Resident Engineering and Inspection Experience	1
Appendix A	Resumes	1 page per resume
Appendix B	RFP-26-033 Checklist	N/A
Appendix C	SCC Registration Form	N/A

Pages shall be 8.5-inch by 11-inch with minimum of 0.5-inch margins. Except for the organizational chart, use of 11-inch by 17-inch pages is **prohibited**. Minimum font size shall be 11 point. Figures and tables may use a minimum font size of 9 point. All content shall be in English.

5.2 Submission

Proposals must be delivered electronically via e-mail ONLY to the following contact, marked with the Respondent's name no later than the time and date deadline specified in this RFP:

Igor Scherbakov

Procurement Manager

Biosolids-26-033@AlexRenew.com

E-Mail Subject for Proposal Submission: RFP-26-033 [RESPONDENT'S NAME]

Proposals received after the submission date and time prescribed herein will not be considered and will be returned to the Respondent. If confirmation of Proposal receipt

is needed, please use the "Request Delivery Receipt" or similar e-mail option when submitting the Proposal. Paper copies of Proposals will not be accepted.

6 QUESTIONS AND ADDENDA

6.1 Questions and Clarifications

All questions and requests for clarification regarding this Procurement shall be submitted to AlexRenew's POC via e-mail only. No requests for additional information, clarification, or any other communication should be directed to any other individual.

NO ORAL REQUESTS FOR INFORMATION WILL RECEIVE A RESPONSE.

All e-mail communications to AlexRenew from Respondents shall specifically reference the correspondence as being associated with "Professional Engineering Services for the Biosolids Diversification Program's Thermal Drying System RFP-26-033."

All questions or requests for clarification must be submitted by the due date and time set forth in Section 2.11. Questions or clarifications requested after such date and time will not be answered, unless AlexRenew elects, in its sole discretion, to do so.

6.2 Addenda

Changes to the Procurement, in the form of addenda, may be issued between the release and submission dates. Receipt and incorporation of all addenda into the Proposal must be acknowledged in the RFP-26-033 Checklist. Notice of addenda will be posted on eVA at <http://www.eva.virginia.gov> and the AlexRenew website <http://alexrenew.com>. All potential Respondents are encouraged to monitor these web pages for the most current addenda.

7 RIGHTS AND RESERVATIONS OF ALEXRENEW

In connection with this Procurement, AlexRenew reserves to itself all rights (which rights shall be exercisable by AlexRenew at its sole discretion) available to it under applicable law, including without limitation, the following, with or without cause and with or without notice:

- A. The right to cancel, withdraw, postpone, or extend this RFP in whole or in part at any time prior to the execution by AlexRenew of a contract, without incurring any obligations or liabilities.
- B. The right to issue a new RFP.
- C. The right to reject any and all submittals, responses, and Proposals received at any time.
- D. The right to modify any or all dates set or projected in this RFP.
- E. The right to terminate evaluations of responses received at any time.
- F. The right to suspend and terminate the Procurement process for this Contract, at any time.
- G. The right to revise and modify, at any time prior to the Proposal submittal date, factors it will consider in evaluating responses to this RFP and to otherwise revise its evaluation methodology. Should any modifications occur, Respondents will be notified.
- H. The right to waive or permit corrections to data submitted with any response to this RFP until such time as AlexRenew declares in writing that a particular stage or phase of its review of the responses to this RFP has been completed and closed.
- I. The right to issue addenda, supplements, and modifications to this RFP, including but not limited to modifications of evaluation factors or methodology and weighting of evaluation factors.
- J. The right to permit submittal of addenda and supplements to data previously provided with any response to this RFP until such time AlexRenew declares in writing that a particular stage or phase of its review of the responses to this RFP has been completed and closed.
- K. The right to hold meetings and conduct discussions and correspondence with one or more of the Respondents responding to this RFP to seek an improved understanding and evaluation of the responses to this RFP.
- L. The right to seek or obtain data from any source that has the potential to improve the understanding and evaluation of the responses to the RFP, including the right to seek clarifications from Respondents.

- M. The right to permit Respondents to add or delete entities and/or personnel until such time as AlexRenew declares in writing that a particular stage or phase of its review has been completed and closed.
- N. The right to add or delete Respondent responsibilities from the information contained in this RFP.
- O. The right to appoint and change appointees of any members of AlexRenew's evaluation committee.
- P. The right to use assistance of technical and legal experts and consultants in the evaluation process.
- Q. The right to waive deficiencies, informalities and irregularities in a Proposal, accept and review a non-conforming Proposal, or seek clarifications or supplements to a Proposal.
- R. The right to disqualify any Respondent that changes its submittal without AlexRenew approval.
- S. The right to respond to all, some, or none of the inquiries, questions and/or requests for clarification received relative to the RFP.

8 MISCELLANEOUS

8.1 Remedies

Respondents may refer to Virginia Code § 2.2-4357 through 2.2-4366 to determine their remedies concerning this competitive process.

8.2 No Obligations for Proposal Costs

AlexRenew assumes no obligations, responsibilities, nor liabilities, fiscal or otherwise, to reimburse all or part of the costs incurred or alleged to have been incurred by parties considering a response to and/or responding to this Procurement. All such costs shall be borne solely by each Respondent.

8.3 Obligation to Keep the Team Intact

The team proposed by Respondent, including but not limited to the Respondent's Project Delivery Team identified pursuant to Section 3.4.B, shall remain intact for the duration of the Procurement and, if the Respondent is awarded the Contract, the duration of the Contract. The Respondent shall not change or substitute any personnel except due to voluntary or involuntary termination of employment, retirement, death, disability, incapacity, or as otherwise approved by AlexRenew. Any proposed change of personnel must be submitted in writing to AlexRenew's POC, who, in his/her sole discretion, will determine whether to authorize a change. Unauthorized changes to the Respondent's Project Delivery Team, at any time during Procurement may result in the elimination of the Respondent from further consideration. Job duties and responsibilities of personnel shall not be delegated to others for the duration of the Contract.

8.4 Conflict of Interest

Each Respondent shall require its proposed team members to identify potential conflicts of interest or a real or perceived competitive advantage relative to this Procurement. Respondents are notified that prior or existing contractual obligations between a company and a federal or state agency relative to the Project may present a conflict of interest or a competitive advantage. If a potential conflict of interest or competitive advantage is identified, the Respondent shall provide the pertinent information in a separate letter addressed to AlexRenew's POC along with its Proposal.

AlexRenew, in its sole discretion, will make a determination relative to potential organizational conflicts of interest or a real or perceived competitive advantage, and its ability to mitigate such a conflict. An organization determined to have a conflict of interest or competitive advantage relative to this Procurement that cannot be mitigated,

shall not be allowed to participate in this Procurement. Failure to abide by AlexRenew's determination in this matter may result in a Proposal being declared non-responsive.

8.5 Ethics in Public Contracting Act

AlexRenew may, in its sole discretion, disqualify the Respondent from further consideration for the award of the Contract if it is found after due notice and examination by AlexRenew that there is a violation of the Ethics in Public Contracting Act, § 2.2-4367 et seq. of the Virginia Code, or any similar statute involving the Respondent in the procurement of the Contract.

8.6 Virginia Freedom of Information Act

All Proposals submitted to AlexRenew become the property of AlexRenew and are subject to the disclosure requirements of § 2.2-4342 of the Virginia Public Procurement Act and the Virginia Freedom of Information Act (FOIA) (§ 2.2—3700 et seq. of the Code of Virginia). Respondents are advised to familiarize themselves with the provisions of each Act referenced herein to ensure that documents identified as confidential will not be subject to disclosure under FOIA. In no event shall AlexRenew be liable to a Respondent for the disclosure of all or a portion of a Proposal submitted pursuant to this request not properly identified as confidential.

If a Respondent has special concerns about information which it desires to make available to AlexRenew but which it believes constitutes a trade secret, proprietary information, or other confidential information exempted from disclosure, such Respondent should specifically and conspicuously designate that information as such in its Proposal and state in writing why protection of that information is needed. The Respondent should make a written request to AlexRenew's POC. The written request shall:

- A. Invoke such exemption upon the submission of the materials for which protection is sought;
- B. Identify the specific data or other materials for which the protection is sought;
- C. State the reasons why the protection is necessary; and
- D. Failure to take such precautions prior to submission of a Proposal may subject confidential information to disclosure under the Virginia FOIA.

RESPONDENTS SHALL NOT DESIGNATE AS TRADE SECRETS OR PROPRIETARY INFORMATION (A) THE RESPONDENT'S ENTIRE PROPOSAL OR (B) ANY PORTION OF THE PROPOSAL THAT DOES NOT CONTAIN TRADE SECRETS OR PROPRIETARY INFORMATION.

Nothing contained in this provision shall modify or amend requirements and obligations imposed on AlexRenew by applicable law, and the applicable law(s) shall control in the event of a conflict between the procedures described above and any applicable law(s).

In the event AlexRenew receives a request for public disclosure of all or any portion of a Proposal identified as confidential, AlexRenew will attempt to notify the Respondent of the request, providing an opportunity for such Respondent to assert, in writing, claimed exemptions under the FOIA or other Virginia law. AlexRenew will come to its own determination whether or not the requested materials are exempt from disclosure. In the event AlexRenew elects to disclose the requested materials, it will provide the Respondent with advance notice of its intent.

8.7 Compliance with the Law in Virginia

Failure to comply with the law regarding those legal requirements in Virginia (whether federal or state) about a Respondent's ability to lawfully offer and perform any services proposed or related to the Project may result in AlexRenew determining that the Respondent is non-responsible, and/or that the Respondent should be disqualified from participation in the Procurement.

8.8 Debarment and Other Adverse Contract Actions

If any Respondent entity or individual serving as an officer, director, owner, project manager, procurement manager or chief financial officer of the Respondent entity has experienced one or more of the following incidences over the past five (5) years, the Respondent shall provide a narrative (3 pages or less) to describe and/or explain the circumstances associated with such incidence:

- A. Any contract has been terminated due to its default.
- B. Any criminal conviction, and any violation of any federal, state, or local statute or regulation, or of any court order addressing or governing antitrust, public contracting, employment discrimination, false claims, or prevailing wages.
- C. Any debarment, or any consideration for debarment, on public contracts by any federal, state, or local government, or by any agency of such government.

8.9 Non-Discrimination

AlexRenew does not discriminate against faith-based organizations in accordance with the Code of Virginia, § 2.2-4343.1 or against a Respondent because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment in the performance of its procurement activity.

ATTACHMENT A
DRAFT PRELIMINARY ENGINEERING REPORT

MAY 2026

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ATTACHMENT B
ALEXRENEW SOLIDS ROADMAP

MAY 2025

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ATTACHMENT C
THERMAL DRYING FACILITY CONCEPTUAL RENDERINGS

JUNE 2026

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ATTACHMENT D
DRAFT SCOPE OF WORK

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Exhibit A—ENGINEER’S SERVICES

ARTICLE 1—GENERAL

1.01 General Scope

- A. Thermal Drying Facility Project (Project) design as performed by the Engineer consists of a series of core management tasks focused on the preconstruction and construction phases of the Project. The Engineer’s services are provided to:
 - 1. Provide all professional engineering, architectural, permitting, sustainability, construction phase, and commissioning support services necessary for the design, construction, startup, and closeout of the Project.
 - 2. Provide sufficient personnel and resources to coordinate with AlexRenew (Owner), the Construction Manager at Risk (CMAR), the Dryer Manufacturer, regulatory agencies, permitting agencies, and other consultants engaged by Owner throughout the Project.
 - 3. Perform all services in accordance with applicable federal, state, and local regulations and accepted engineering practice.

1.02 Basic Services

- A. This Exhibit A describes the scope of services to be provided by Engineer.
 - 1. Basic Services are services that are required for the Project and authorized by the execution of the Agreement.
- B. In this Exhibit A imperative sentences with respect to the performance of services are directives to the Engineer, unless expressly indicated otherwise.

ARTICLE 2—BASIC SERVICES

2.01 Project Management

- A. Provide overall project management and quality control.
- B. Assign a dedicated project manager who will serve as the primary point of contact.
- C. Develop and maintain a Project schedule with input from CMAR that is regularly updated throughout Preconstruction Services. Review CMAR’s construction schedule and incorporate it into a Master Project Schedule. Coordinate any input from the Dryer Manufacturer. Work collaboratively with CMAR to mitigate any perceived schedule challenges.
- D. Facilitate (meeting materials and exhibits) regular coordination meetings or workshops with CMAR, Owner, and/or others as needed for onboarding, layouts, design/constructability reviews, scheduling, package development, or other coordination items. As design reaches key milestones, facilitate meetings or workshops related to key milestone design reviews to facilitate obtaining input from CMAR, Owner, and/or others.
- E. Maintain project action item and decision logs.
- F. Coordinate services within Engineer’s internal team and with all Subconsultants and Engineer’s Subcontractors.

- G. Provide cost estimating/cost management to develop independent cost estimates as needed and/or to conduct ongoing evaluations of the Owner's Project and budget requirements to determine if contractors will be able to construct the Project within the Owner's budget. Discuss such cost estimates and evaluations with Owner.
- H. Participate in a collaborative process with respect to the determination of probable cost of the Project, review CMAR's cost estimate, validate costs, and participate in joint open book price development. Support Owner to reach agreement with CMAR on the Phase II Construction Price Proposal and Amendment.
- I. Develop annual work plans and budgets for Owner review and approval to support annual amendments to the Contract.
- J. Review CMAR's applications for payment before submission to Owner.
- K. Prepare monthly progress reports to Owner.
- L. Maintain all project documentation on Owner's Sharepoint and on Owner's Construction Management Information System (Procore).

2.02 Project Delivery

- A. Provide a well-qualified and well-coordinated project team who understand both AlexRenew's organizational goals and the Project objectives.

2.03 Organizational Leadership

- A. Provide an Organizational Leadership Team that with executive oversight and the ability to readily provide additional technical, management, or specialty resources to support project team success.

2.04 Phase I: Preconstruction Services

- A. Project Familiarization and Validation
 - 1. Review the conceptual design and all available planning documents, including input from Dryer Manufacturer.
 - 2. Review Owner decisions regarding process selection, thermal dryer technology, dryer capacity, design criteria, and major equipment requirements.
 - 3. Review existing specifications and procurement requirements developed by Owner.
 - 4. Review existing CMAR Agreement, Amendments, executed scope, and cost estimates to date.
 - 5. Meet with Owner staff to confirm Project objectives, design assumptions, operational constraints, and critical success factors.
 - 6. Identify any conflicts, inconsistencies, or information gaps that could affect the design.
 - 7. Validate the Project Delivery Team's understanding of the Project by preparing a Project Validation Memorandum summarizing:
 - a. Owner goals and project objectives;
 - b. Confirmed design basis and assumptions;
 - c. Key Owner decisions to be incorporated into the design;

- d. Interfaces with concurrent projects;
 - e. Outstanding issues requiring Owner direction.
- B. Site Specific Investigations and Existing Condition Assessment.
 - 1. Review available reports, drawings, surveys, and record documents,
 - 2. Plan and perform field investigations as needed to advance the design.
 - 3. Verify existing conditions, including assessing the condition of existing facilities. May include geotechnical, utility location, cultural resource surveys, and verification of as-built conditions as required to advance the design.
 - 4. Identify conflicts with existing utilities and facilities.
 - 5. Review and understand status and extent of Existing Facility Upgrades.
- C. Design Development.
 - 1. Develop and maintain a comprehensive Basis of Design Report documenting the technical approach and design criteria for the Project. The Basis of Design Report should include:
 - a. Project objectives and design philosophy.
 - b. Process design criteria.
 - c. Hydraulic and solids loading assumptions.
 - d. Thermal drying process assumptions and performance requirements.
 - e. Major equipment selection criteria.
 - f. Facility design criteria.
 - g. Utility requirements.
 - h. Mechanical, electrical, structural, architectural, and civil design criteria.
 - i. Instrumentation and control philosophy.
 - j. Sustainability objectives, including Envision requirements.
 - k. Operational reliability and resiliency considerations.
 - l. Design assumptions and constraints.
 - m. Construction sequencing assumptions.
 - n. Design decisions and their supporting rationale.
 - 2. Develop an initial facility layout that balances process functionality, construction sequencing, operations, maintenance access, architectural considerations, and future flexibility. The layout should include input from the Dryer Manufacturer, CMAR, and Owner.
 - 3. Develop a Preliminary Engineering Report meeting the requirements of the Virginia Sewage Collection and Treatment regulations.
 - 4. Review the CMAR's recommendations for early work packages and fast tracking, then collaborate with Owner and CMAR to establish a Project delivery schedule including the number and approximate scope of early work packages.

5. Complete engineering designs with drawings (in latest versions of AutoCAD Civil 3D) and specifications for all process, architectural, structural, civil, mechanical, electrical, plumbing, HVAC, instrumentation and controls, communications, and site improvements necessary for the Project. Design drawings and specifications are anticipated for 30%, 60%, 90%, and 100% design for each work package.
 6. Develop 3D models and clash detection studies (in latest version of Revit and Navisworks). Perform formal interdisciplinary clash detection reviews throughout design development, including documentation of identified clashes, model coordination meetings with Owner, the CMAR, and the Dryer Manufacturer, and documentation of resolutions.
 7. Facilitate formal design reviews to ensure input from Owner, the CMAR, and as needed, the Dryer Manufacturer, for milestones identified in the Project schedule. Each design submission shall include:
 - a. Drawings.
 - b. Specifications.
 - c. Updated Basis of Design Report.
 - d. Updated Engineer's Opinion of Probable Construction Cost.
 - e. Updated project schedule impacts, if applicable.
 - f. Updated design risk register.
 - g. Updated BIM model.
 - h. Comment-response matrix documenting how previous review comments were addressed.
 8. Incorporate Owner comments and document the disposition of all comments prior to advancing to the next design phase.
- D. Maintenance of Plant Operations Planning.
1. Coordinate with plant staff and CMAR on developing a preliminary list of plant impacts and incorporate potential mitigations and sequencing in the design documents.
 2. Develop a preliminary list of Maintenance of Plant Operations (MOPO) Plans for the CMAR to create. Review the Preliminary MOPO plans submitted by the CMAR during Preconstruction.
 3. Present design milestones at Design Input Sessions for Owner Operations and Maintenance staff and incorporate feedback into the design.
 4. Provide additional training to Owner staff as needed.
- E. Permitting and Regulatory Coordination Services.
1. Collaborate with Owner to prepare a permitting plan that includes a schedule for permitting activities and identifies Owner's, CMAR's, and Engineer's permit duties.
 2. Develop documentation and applications, responses to requests for information, and meeting attendance (including meeting minutes) to obtain project permits and any other regulatory requirements, including the Certificate to Construct.
- F. CMAR and Dryer Manufacturer Coordination.

1. Participate with CMAR in regular informal value engineering, constructability, and packaging reviews of the design package deliverables to identify, evaluate, and propose cost-effective alternatives and changes to improve Project constructability, and provide input on packaging. Identify long-lead equipment procurement items, if any, and coordinate with Owner and CMAR on how to prevent or minimize impacts to the Project, including pre-purchase. Take the lead and work with CMAR and Owner to establish a draft commissioning plan to capture any additions to the Project engineering and design that would facilitate commissioning and acceptance.
 2. Review CMAR preconstruction submittals such as preconstruction management plans, construction management plans, procurement plans, preliminary MOPO plans, and cost proposals.
 3. Review preliminary design submittals from the Dryer Manufacturer and collaborate with the Owner, CMAR, and Dryer Manufacturer to integrate the selected equipment into the final design.
- G. Risk Identification: Identify and manage risks and participate in Project Risk Management meetings. This may include support and development of a risk mitigation plan.
- H. Other Services. Provide other types of professional and non-professional services of a nature consistent with the intent of this RFP as so directed by Owner.

2.05 Phase II: Construction Services

A. Engineering Services During Construction

1. Attend construction progress meetings and perform site visits as requested by the Owner and as necessitated by Engineer's status as the engineer of record.
2. Review and respond to submittals, RFIs, final MOPO plans, and startup and commissioning plans submitted by the CMAR.
3. Design revisions to the Contract Drawings
4. Recommend Change Orders and Work Change Directives to Resident Engineer (RE), as appropriate, and assist in preparation Change Orders and Work Change Directives as required.
5. Identify and notify the Resident Engineer (RE) of any part of the work that is defective or incompatible with the design concept and provide recommendations for addressing such work.
6. Review certificates of inspections, tests, and approvals to determine whether the results indicate compliance with the contract documents.
7. Review substantially completed work, whether under an Early Work Package or the GMP, with Owner, RE, and CMAR, and determine the status of completion.
8. Update the Contract Documents showing approved deviations from the approved Contract Documents and submit final record drawings, which include as-built drawings, shop drawings, and various other work products to the Owner at final completion.
9. Prepare updated documents for Owner's operation of the equipment and facility, such as Standard Operating Procedures, Unit Process Control Procedures, Process Control Narratives, and Software Control Narratives.
10. Prepare Certificate to Operate application(s) for submittal to Virginia Department of Environmental Quality.

11. Support the RE and CMAR during testing, start-up, and commissioning of the new equipment and facilities. This includes the development of draft start up and commissioning plan(s).
 12. Provide process and controls training to Owner's staff and support equipment training by the Dryer Manufacturer and the CMAR.
 13. Other Services. Provide other types of professional and non-professional services of a nature consistent with the intent of this RFP as so directed by Owner.
- B. Resident Engineering and Inspection (RE&I) Services
1. Scope of RE&I services may be added under a future Amendment.

ATTACHMENT E
SAMPLE PROFESSIONAL SERVICES AGREEMENT

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PROFESSIONAL SERVICES AGREEMENT

NO. 26-033

FOR

PROFESSIONAL ENGINEERING SERVICES

BY AND BETWEEN

**ALEXRENEW
1800 LIMERICK STREET
ALEXANDRIA, VA 22314**

AND

[ENGINEER]

EFFECTIVE DATE _____

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AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

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AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

This is an Agreement between the City of Alexandria, Virginia Sanitation Authority d/b/a AlexRenew (Owner) and [ENGINEER]. (Engineer). Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as Biosolids Diversification Project's Thermal Drying System Facility (Project). Other terms used in this Agreement are defined in Article 7. Engineer's services under this Agreement are generally identified as professional engineering services for preliminary design through post-construction phases as more particularly described in Exhibit A.

Owner and Engineer further agree as follows:

ARTICLE 1—SERVICES OF ENGINEER

1.1 Scope

- A. Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A. Annual authorizations for particular scopes of services for up to a one (1) year period, will be made by an amendment to this Agreement by July 1 of each year, including associated not-to-exceed estimates for the costs of services during such period, as shown in Exhibit J, Appendix 2.
- B. All phases of service will include Management of Engineering Services as shown in Exhibit A.

ARTICLE 2—OWNER'S RESPONSIBILITIES

2.1 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 Basic and Additional Services, 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 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 Project 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 Project-related information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services; or, with consent of Engineer, Owner may authorize the Engineer to obtain or provide all or part of such additional information as Additional Services. Such additional information or data may include the following:
 - 1. Property descriptions.
 - 2. Zoning, deed, and other land use restrictions.
 - 3. Surveys, topographic 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; 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 Project, the Site, and adjacent areas.
 7. Data or consultations as required for the Project 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 the Construction Manager, and 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. 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, so that Engineer may assist Owner in tabulating the various cost categories that comprise Total Project Costs, if Engineer is required to do so in Exhibit A.
 - 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 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 Project.
- 2.2 Owner's Instructions Regarding Proposal Documents and Front-End CMAR Contract Documents
- A. Owner will manage the process for selection of a CMAR. The CMAR will provide preconstruction and procurement services and construct the Work. Owner will also prepare information regarding Owner's construction management and construction contract practices and requirements, and furnish the following:
 1. Owner's standard contract forms, general conditions if other than the current edition of EJCDC® CMAR-700, Standard General Conditions of the Construction Manager at Risk Contract, supplementary conditions, text, and related documents and content to be included in the draft Proposal Documents, and in draft Front-End CMAR Contract Documents;
 2. Insurance and bonding requirements;
 3. Protocols for electronic transmittals during bidding and construction;
 4. Owner's safety and security programs applicable to CMAR and other Constructors;

5. Diversity and other social responsibility requirements;
 6. Bidding and contract requirements of funding, financing, or regulatory entities;
 7. Other specific conditions applicable to the procurement of construction or contract documents; and
 8. Any other information necessary for Engineer to assist Owner in preparing the Proposal Documents and Front-End CMAR Contract Documents.
- B. Owner shall have responsibility for the final content of (1) such Proposal Documents, and (2) such Front-End CMAR Contract Documents, other than content furnished by Engineer concerning the design, as set forth in the Drawings, Specifications, or otherwise, or other engineering or technical matters. 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. If there will be an advertisement soliciting CMAR proposals, Owner shall place and pay for such advertisement.
 - D. Owner will provide copies of the items furnished under Paragraph 2.2A to Engineer, for Engineer's information and reference.

2.3 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 the 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 CMAR Contract Documents, legal services required by Owner, legal services needed as a result of issues raised by CMAR, and Project-related legal services reasonably requested by Engineer.
 3. Auditing services, including those needed by Owner to ascertain how or for what purpose CMAR 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 CMAR Contract Documents (other than those required to be furnished or arranged by CMAR), 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 CMAR.
- 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 the Project.
- D. With respect to the portions or phases of the 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 Project.

- E. Owner may delegate to CMAR or others the responsibilities set forth in Paragraphs 2.3.C and D.

2.4 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 Agreement.
- B. Owner shall provide Engineer with Owner's budget for the 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, its Subconsultants, and Engineer's Subcontractors, as they visit the Site or otherwise perform services under this Agreement.
- 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 Agreement.
- 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 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.
- 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 Agreement.
- H. Not used.
- I. Owner shall advise Engineer of the identity and scope of services of any other independent consultants retained by Owner to perform or furnish services in regard to the Project.
- J. Owner shall:
 - 1. Attend and participate in the pre-proposal conference, 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 Subcontractors and Subconsultants through the Engineer.
 - 3. Promptly inform Engineer of the substance of any communications between Owner and Engineer's Subcontractors or Subconsultants.
 - 4. Refrain from directing the services of Engineer's Subcontractors or Subconsultants.

5. Authorize Engineer to provide Additional Services as set forth in Article 2 of Exhibit A of the Agreement, as required.

2.5 Payment

- A. Owner shall pay Engineer as set forth in Article 4 and Exhibit J.
- B. Engineer's compensation is based on the development of scope and not-to-exceed budget for each fiscal year for the duration of the Project using Exhibit J Appendix 2.
 1. Compensation items and totals based in whole or in part on Hourly Rates, or Direct Labor are estimates only.
 2. Lump sum amounts incorporate Engineer's labor, overhead, profit, and Engineer's Subcontractor and Subconsultants' charges.
 3. Engineer shall prepare a draft scope and budget for each Fiscal Year that shall be submitted to Owner no later than May 1, with a final scope and budget that shall be submitted to Owner no later than June 1.
 4. The updated Scope and Budget for each Fiscal Year shall be incorporated into this Agreement by mandatory Amendments to Exhibits A, Appendix 1 – First Year Scope and J, Appendix 2 – First Year Budget, respectively.
 5. To support Owner's budget planning process for each Fiscal Year, Engineer shall prepare a preliminary scope and budget for each Fiscal Year and submit to Owner no later than October 1.
- C. Owner and Engineer acknowledge that CMAR is expected to establish a non-linear, non-sequential plan for design and construction using fast-tracking, Early Work Packages, and Early Work Package Amendments. The Engineer's schedule and compensation established in this Agreement are based on preliminary, limited assumptions regarding the design and construction process. As additional information becomes available, Owner may agree to, to the extent the Engineer is impacted by such, to make an equitable adjustment of schedule and compensation with the Engineer:

ARTICLE 3—SCHEDULE FOR RENDERING SERVICES

3.1 Commencement

- A. Engineer is authorized to begin rendering services as of the Effective Date.

3.2 Time for Completion

- A. Engineer shall complete its obligations within a reasonable time. Specific periods of time for rendering services, or specific dates by which services are to be completed, are provided in Exhibit B, and are hereby agreed to be reasonable.
- 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 the rates and amounts of Engineer's compensation, will be adjusted equitably.
- C. If Owner authorizes changes in the scope, extent, or character of the Project or Engineer's services, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, will be adjusted equitably.
- D. If Engineer fails, for reasons within control of Engineer, to complete the performance required in this Agreement 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.

- E. The term of this Agreement shall commence on the Effective Date and run until the expiration of one (1) year following Final Completion of the Project covered by this Agreement.

ARTICLE 4—INVOICES AND PAYMENTS

4.1 Invoices

- A. Preparation and Submittal of Invoices—Engineer shall prepare invoices in accordance with its standard invoicing practices, the progress reporting and special invoicing requirements, if any, in Exhibit A Paragraph 1.1.A, and the terms of Exhibit J. Engineer shall submit its invoices to Owner on a monthly basis by the 15th day of each month. Invoices are due and payable within 30 days of receipt of a correct and complete invoice, which includes at a minimum all applicable information described in this Agreement, Exhibit A and Exhibit J. Owner shall not be required to make any payment to Engineer until Engineer has provided Owner with its federal employer identification number.

4.2 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 4.1. 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 Exhibit J.
- 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 Subconsultants or Engineer's Subcontractors:
 - 1. Pay the Subconsultant or Engineer's Subcontractor for the proportionate share of the total payment received from Owner attributable to the services performed by the Subconsultant or Engineer's Subcontractor; or

2. Notify Owner and the Subconsultant or Engineer's Subcontractor, in writing, of Engineer's intention to withhold all or a part of the Subconsultant's or Engineer's Subcontractor's payment with the reason for nonpayment.
- F. Engineer shall pay interest to the Subconsultant or Engineer's Subcontractor 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 Subconsultant or Engineer's Subcontractor, except for amounts withheld as allowed herein.
- G. Engineer shall include in each of its subcontracts a provision requiring each Subconsultant and Engineer's Subcontractor 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 a Subconsultant or Engineer's Subcontractor 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 Subconsultants or Engineer's Subcontractors and Owner.

ARTICLE 5—OPINIONS OF COST OF THE WORK

5.1 Opinions of Probable Cost of the Work

- A. To the extent that CMAR renders opinions regarding probable Cost of the Work, Engineer assumes no responsibility for the accuracy of such opinions.
- B. Engineer's opinions of probable Cost of the Work 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 Cost of the Work will not vary from opinions of probable Cost of the Work prepared by Engineer, if any.
- C. If Owner requires greater assurance as to probable Cost of the Work than the opinions, if any, provided by CMAR or Engineer, then Owner agrees to obtain an independent cost estimate.

5.2 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

6.1 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 Subcontractors and Subconsultants—Engineer may retain such Engineer's Subcontractors and Subconsultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.
- D. Reliance on Others—Subject to the standard of care set forth in Paragraph 6.1.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 6.1.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 to Laws and Regulations,
 - b. the receipt by Engineer after the Effective Date of Owner-provided written policies and procedures, and
 - c. changes after the Effective Date to Owner-provided written policies or procedures.
- F. General Conditions of the CMAR Contract—The general conditions of the Owner-CMAR contract will be based on, but different from, the current edition of EJCDC® C-700, Standard General Conditions of the Construction Contract, prepared by the Engineers Joint Contract Documents Committee, unless expressly indicated otherwise.
- G. Copies of Drawings and Specifications—Engineer shall deliver to Owner at least one complete electronic copy of such Drawings and Specifications, and of each such Work Package, 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 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 CMAR Contract Documents.
- K. Engineer shall not be responsible for any decision made regarding the CMAR Contract Documents, or any application, interpretation, clarification, or modification of the CMAR 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, its Subconsultants, and Engineer's Subcontractors, and their employees and representatives will comply with the applicable requirements of CMAR's and Owner's safety programs of which Engineer has been informed in writing.
- P. Engineer shall not be responsible for the acts or omissions of CMAR, or for CMAR's performance of services for Owner.
- Q. In the performance of its services for Owner, Engineer shall to the extent practical: (1) accommodate recommendations and advice from CMAR regarding Engineer's services, including engineering, construction, cost, and technical matters, and (2) take into account differences of opinion that have arisen between Engineer and CMAR, or both, regarding all such matters; provided, however, that in performing its services Engineer will proceed in a manner that preserves and protects the integrity of the design, adheres to sound engineering practices, and meets Engineer's professional obligations. Engineer shall report any such differences of opinion to Owner, together with a brief explanation of the basis for Engineer's proposed resolution of the issue.

6.2 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 payment due and owing for services relating to preparation of the Documents through the time such payment is due and subject to the express exclusions that follow, Engineer and any Subconsultants will grant to Owner the ownership of the Documents, 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 reasonable, verifiable 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 its 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 through the time such payment is due, Engineer will issue to Owner a royalty-free, nonexclusive, and irrevocable license to use such Previously/Independently Created Works on the Project or on any extension of the Project.
 5. Owner acknowledges that the Documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other 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, 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 Subconsultants.
 7. Intentionally deleted.
 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-Document work product.
- B. If Engineer at Owner's request verifies the suitability of the Documents, completes them, or adapts them for extensions of the 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.

6.3 Electronic Transmittals

- A. To the fullest extent practical, Owner and Engineer agree to transmit, and accept, Project-related correspondence, Documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website.
 - 1. Compliance with the EDP by Engineer shall be considered a Basic Service and no direct or separate compensation will be paid to Engineer for such compliance unless provisions for separate compensation are expressly set forth in the EDP.
 - 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 Exhibit F, delayed adoption of Exhibit F, or implementation of other Electronic Documents protocols, will be compensated as Additional Services.
- B. If this Agreement does not include 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 the EDP, is not intended to create obligations for Owner or Engineer with respect to transmittals to or from third parties, except as expressly stated in the .

6.4 Insurance

- A. Engineer shall procure and maintain insurance as set forth in Exhibit G.
- B. Additional Insureds—The Engineer's commercial general liability, automobile liability, and umbrella or excess liability policies, must:
 - 1. include and list as additional insureds Owner and any individuals or entities identified as additional insureds in Exhibit G;
 - 2. include coverage for the respective officers, directors, members, partners, and employees of all such additional insureds;
 - 3. afford primary coverage to these additional insureds for all claims covered thereby, including as applicable those arising from both ongoing and completed operations; and
 - 4. not seek contribution from insurance maintained by the additional insured.
- C. Owner shall require CMAR to purchase and maintain policies of insurance covering workers' compensation, general liability, and motor vehicle damage and injuries.
- D. Engineer shall deliver to the other 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. 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 and endorsements,

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 Subconsultants and Engineer's Subcontractors. In any documentation furnished 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.

- E. Engineer waives all rights against Owner and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss arising from the Engineer's work or that of their subcontractors regardless of whether or not insured. Engineer shall require all insurers to waive subrogation against the Owner for all claims covered by insurance.
- F. All policies of insurance to be carried by the Engineer 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 Owner.
- G. At any time, Owner may request that Engineer, or Engineer's Subcontractors or Subconsultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so requested by Owner, and if commercially available, Engineer shall obtain and shall require Engineer's Subcontractors or Subconsultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner, and Exhibit G will be supplemented to incorporate these requirements.

6.5 Suspension and Termination

A. Suspension

- 1. By Owner—Owner may suspend Engineer's services for up to 90 days upon 7 days' written notice to Engineer.
- 2. By Engineer—Engineer may, after giving 15 days' written notice to Owner, suspend services under this Agreement:
 - a. if Owner has failed to pay Engineer for invoiced services and expenses, as set forth in Paragraphs 4.2.B and 4.2.C;
 - b. in response to the presence of Constituents of Concern at the Site, as set forth in Paragraph 6.9.D.
 - c. Reserved.

B. Termination for Cause

- 1. 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.
 - a. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 6.5.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 6.5.B.1, 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 and for which the Owner is responsible; or
 - c. as the result of the presence at or adjacent to the Site of undisclosed Constituents of Concern, as set forth in Paragraph 6.9.E.
 3. Engineer will have no liability to Owner on account of any termination by Engineer for cause.
- C. Termination for Convenience—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, 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.
- D. Extension of Effective Date of Termination—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.
- E. Payments Upon Termination—In the event of any termination under Paragraph 6.5, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all reimbursable expenses incurred through the effective date of termination. Upon making such payment, Owner will have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 6.2.A.
1. 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 Documents will be resolved in accordance with the dispute resolution provisions of this Agreement or as otherwise agreed in writing.
 2. 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 Subcontractors or Subconsultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit J.

6.6 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 6.6.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 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 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.
- C. Unless expressly provided otherwise in this Agreement:
 - 1. All duties and responsibilities undertaken pursuant to this Agreement 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 Agreement 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 6.6.C will appear in the CMAR Contract Documents.

6.7 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 in writing the dispute and requested resolution, in writing and within 10 days after the conclusion of the negotiation period set forth in Paragraph 6.7.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 6.7.A.3, 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 6.7.A.1, Owner's Chief Executive Officer's review of the claim under Paragraph 6.7.A.2 or mediation under Paragraph 6.7.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.

6.8 Controlling Law; Venue

- A. This Agreement is to be governed by the Laws and Regulations of the state in which the Project is located.
- B. Venue for any exercise of rights at law will be the circuit courts of the City of Alexandria, Virginia.

6.9 Environmental Condition of Site

- A. Owner represents to Engineer that, as of the Effective Date, 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 6.9, the presence at or adjacent to the Site of Constituents of Concern that were not disclosed to Engineer pursuant to Paragraph 6.9.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 CMAR 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 this Agreement 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 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 Project adversely affected thereby until such portion of the 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 the 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 this Agreement, then:
 - 1. if the adverse effects do not preclude Engineer from completing its Project services in general accordance with this Agreement on unaffected or marginally affected portions of the Project, Engineer may accept an equitable adjustment in its compensation or in the time of completion, or both; and the Agreement 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 services without significant changes to the scope of services, time of completion, and compensation, then Engineer may terminate this Agreement for cause on 15 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 Waiver

- A. Indemnification by Engineer—To the fullest extent permitted by Laws and Regulations, Engineer shall indemnify and hold harmless Owner, and Owner's 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 the 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 intentional misconduct, negligent act or omission of Engineer or Engineer's officers, directors, members, partners, agents, employees, Subconsultants, or Engineer's Subcontractors.
- B. Intentionally deleted.
- 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 officers, directors, members, partners, agents, employees, 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 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, 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 this Agreement. 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 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.
- B. 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.
- C. 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.
- 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 Agreement will be deemed to have accrued, and all statutory periods of limitation will commence, no later than the date of Substantial Completion; or, if Engineer's services do not include Construction Phase services, or the Project is not completed, then no later than the date of Owner's last payment to Engineer.
- F. Key Personnel - All Key Personnel identified in Exhibit J Appendix 2 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.

- 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 Subconsultant or Engineer's Subcontractor.
- 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, its Subconsultants and Engineer's Subcontractors, 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 Subconsultant or Engineer's Subcontractor.

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. 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 Subconsultants or Engineer's Subcontractors, 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 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

7.1 Defined Terms

- A. Wherever used in this Agreement, including the exhibits hereto, 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 Proposals which clarify, correct, or change the Proposal Documents or the proposed CMAR Contract Documents.
 2. Additional Services—Services which are not included in Basic Services, but which are identified in Article 2 of Exhibit A of this Agreement and may be authorized by Owner.
 3. Agreement—This written contract for professional services between Owner and Engineer, including all exhibits identified in Paragraph 8.1 and all duly executed amendments.
 4. Basic Services—The services to be performed for or furnished to Owner by Engineer in accordance with Article 1 of Exhibit A of this Agreement.
 5. Change Order—A document which is signed by CMAR and Owner after the Effective Date of the CMAR Contract and authorizes an addition, deletion, or revision in the authorized Work, an adjustment in the applicable incremental Guaranteed Maximum Price or Contract Times, or other revision to such Early Work Package Amendment or GMP Amendment.
 6. Change Proposal—A written request by CMAR, duly submitted in compliance with the procedural requirements set forth in the CMAR Contract, seeking an adjustment in the CMAR Contract's Guaranteed Maximum Price or CMAR Contract Times, or both; or seeking other relief with respect to the terms of the CMAR Contract.

7. CMAR Contract—The entire and integrated written contract between Owner and CMAR concerning the Work, inclusive of Preconstruction Services and Construction Services.
8. CMAR Contract Price—The money that Owner has agreed to pay CMAR for performance and completion of the Work in accordance with the Contract Documents.
9. CMAR Contract Times—The number of days or the dates by which CMAR must: (a) achieve milestones, if any, in the CMAR Contract; (b) achieve Substantial Completion; and (c) complete the Work and all required services.
10. Reserved.
11. 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.
12. Construction Manager at Risk (CMAR)—The entity with which Owner enters into a Contract to provide services and construction.
13. Constructor—Any person or entity, not including the Engineer, or its employees, agents, representatives, or Subconsultants, or Engineer's Subcontractors, performing or supporting construction activities relating to the Project, including but not limited to the CMAR and its Subcontractors and Suppliers, Owner's work forces, utility companies, other contractors, design-builders, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
14. Contract Documents—Those items designated as "Contract Documents" in the CMAR Contract, and which together comprise the CMAR Contract. See also definition of "Front-End Contract Documents" below.
15. Cost of the Work—The sum of eligible costs incurred by CMAR for the performance of the Work, as allowed by the Cost of the Work provisions set forth in the CMAR Contract, including construction labor, services, materials, and equipment. Without limitation, the Cost of the Work does not include the cost of performing Preconstruction Services; the CMAR Fee; the CMAR Contingency; costs of the 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. Cost of the Work is one of the items comprising Total Project Costs.
16. Documents—All documents expressly identified as deliverables in this Agreement, whether in printed or Electronic Document form, required by this Agreement 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.
17. Drawings—That part of the Contract Documents that graphically shows the scope, extent, and character of the Work to be performed by CMAR.
18. Effective Date—The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, the date on which this Agreement is signed and delivered by the last of the parties to sign and deliver.

19. **Electronic Document**—Any 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.
20. **Electronic Means**—Electronic mail (e-mail), upload/download from a secure 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.
21. **Engineer**—The individual or entity named as such in this Agreement.
22. **Engineer's Subcontractor**—An individual, firm, vendor, or other entity having a contract with Engineer to furnish general services, equipment, or materials with respect to the Project as an independent contractor.
23. **Field Order**—A written order issued by Owner which requires minor changes in the Work but does not change the CMAR Contract's Guaranteed Maximum Price or the CMAR Contract Times.
24. **Fiscal Year**—The twelve (12) month period over which Owner does its accounting, starting July 1 and ending June 30 of each year.
25. **Front-End Contract Documents**—Those Contract Documents whose primary purpose is to establish legal and contractual terms and conditions, typically including the Owner-CMAR agreement, bonds, general conditions, and supplementary conditions. The term excludes the Drawings and Specifications, and any Contract Documents delivered or issued after the effective date of the CMAR Contract.
26. **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.
27. **Owner**—The entity named as such in this Agreement and for which Engineer's services are to be performed. Unless indicated otherwise, this is the same entity that will enter into the CMAR Contract concerning the Project.
28. **Not used.**
29. **Project**—The total undertaking to be accomplished for Owner by construction managers, advisors, 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 this Agreement are a part.
30. **Proposal Documents**—Documents related to the selection of the CMAR, including Advertisements for Requests for Qualifications; Requests for Qualifications; Statements of Qualifications, Requests for Proposals; the Proposal form; and including any attachments such as lists of available Site-related documents and other proposal requirements.
31. **Record Drawings**—Drawings depicting the completed Project, or a specific portion of the completed Project, prepared by Engineer and based on CMAR'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 CMAR to show changes made during construction.

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. Shop Drawings—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for CMAR and submitted by CMAR to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Contract Documents.
34. Site—Lands or areas to be indicated in the Contract Documents 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 CMAR.
35. Specifications—The part of the 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.
36. Subconsultant—An individual, design firm, consultant, or other entity having a contract with Engineer to furnish professional services with respect to the Project as an independent contractor.
37. Subcontractor—An individual or entity having a direct contract with CMAR or with any other Subcontractor for the performance of a part of the Work.
38. Submittal—A written or graphic document, prepared by or for CMAR, which the Contract Documents require CMAR to submit to Owner, or that is indicated as a Submittal in the Schedule of Submittals accepted by Owner. Submittals may include but are not limited to 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 Owner or Engineer, are not Contract Documents. Change Proposals, Change Orders, Claims, notices, Applications for Payment, and requests for interpretation or clarification are not Submittals.
39. Substantial Completion—The time at which the Work, or a specified part thereof, has progressed to the point where the Work, or the specified part thereof, is sufficiently complete, in accordance with the Contract Documents, so that the Work, or the 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 of such Work.
40. Supplier—A manufacturer, fabricator, supplier, distributor, or vendor having a direct contract with CMAR or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by CMAR or a Subcontractor.
41. Total Project Costs—The total cost of planning, studying, designing, constructing, testing, commissioning, and start-up of the Project, including Cost of the Work and all other Project construction, labor, services, materials, equipment, insurance, and bonding costs, allowances for contingencies, costs of services of CMAR, 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.

- 42. **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.
 - 43. **Work**—The entire construction or the various separately identifiable parts thereof required to be provided by CMAR under the Contract Documents, plus the Preconstruction Services of the CMAR. 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 Contract Documents.
 - 44. **Early Work Package Amendment**—A document issued by Owner and signed by Owner and CMAR which identifies and defines an Early Work Package and establishes the amount to be paid, times for completion, and any special or supplementary provisions applicable to the authorized Work.
 - 45. **Work Change Directive**—A written directive issued by Owner to CMAR issued on or after the effective date of the CMAR Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.
 - 46. **Early Work Package**—A specific portion of the Work developed by Engineer in collaboration with the CMAR to be undertaken prior to agreement on the GMP Amendment and subsequently authorized by an Early Work Package Amendment.
- B. Terminology
- 1. The word “day” means a period of 24 hours measured from midnight to the next midnight.

ARTICLE 8—EXHIBITS AND SPECIAL PROVISIONS

8.1 Exhibits to Agreement

The following exhibits are incorporated by reference and included as part of this Agreement:

- A. Exhibit A, Engineer's Services.
- B. Exhibit B, Deliverables.
- C. Exhibit C, Reserved.
- D. Exhibit D, Reserved.
- E. Exhibit E, Reserved.
- F. Exhibit F, Reserved.
- G. Exhibit G, Insurance.
- H. Exhibit H, Reserved.
- I. Exhibit I, Reserved.
- J. Exhibit J, Payments to Engineer for Services and Reimbursable Expenses.

8.2 Total Agreement

- A. This Agreement, which includes the exhibits listed above, constitutes the entire contractual 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 written instrument duly executed by both parties.

8.3 Designated Representatives

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

8.4 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 8.4:
 - 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.
- B. Engineer acknowledges that the ethics in public contracting provisions of Sections 2.2-4367 through 2.2-4377 of the Code of Virginia are applicable to all contracts entered into by Owner, including this Agreement, and certifies that it has complied with such provisions in connection with the procurement of this Agreement.

- C. Engineer acknowledges that it has no authority to contract for Owner in any way to bind, to commit Owner to any agreement of any kind, or to assume any liabilities of any nature in the name of or on behalf of Owner. Engineer certifies that under no circumstances shall Engineer, or any of its employees, hold itself out as or be considered an agent or an employee of Owner, and Owner shall not have any duty to provide or maintain any insurance or other employee benefits on behalf of the Engineer or its employees. Engineer certifies, represents and warrants that it is an independent contractor for purposes of federal, state and local employment taxes and agrees that Owner is not responsible to collect or withhold any federal, state or local employment taxes, including, but not limited to, income tax withholding and social security contributions, for Engineer. Any and all taxes, interest or penalties (including, but not limited to, any federal, state or local withholding or employment taxes, and any penalties related to health care or employee benefits laws) that are imposed, assessed or levied as a result of this Agreement or services performed pursuant to this Agreement shall be paid or withheld by Engineer or, if assessed against and paid by Owner, shall be reimbursed by Engineer upon demand by Owner.

8.5 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 2.4.A of this Agreement.

This Agreement's Effective Date is [XXXXXX].

Owner:

AlexRenew

(name of organization)

By:

(individual's signature)

Date:

(date signed)

Name: Justin Carl, PE

(typed or printed)

Title: Chief Executive Office

(typed or printed)

Address for giving notices:

1800 Limerick Street

Alexandria, VA 22314

Designated Representative:

Name: Felicia Glapion

(typed or printed)

Title: Chief Engineering Officer

(typed or printed)

Address:

1800 Limerick Street

Alexandria, VA 22314

Phone: 703-721-3500 Ext. 2227

Email: Felicia.glapion@alexrenew.com

Engineer:

(name of organization)

By:

(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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**EXHIBITS TO AGREEMENT BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES
(WHEN OWNER RETAINS A CONSTRUCTION MANAGER AT RISK)**

LIST OF EXHIBITS

Exhibit A—Engineer's Services
Exhibit B—Deliverables
Exhibit C—Reserved
Exhibit D—Reserved
Exhibit E—Reserved
Exhibit F—Reserved
Exhibit G—Insurance
Exhibit H—RESERVED
Exhibit I— reserved
Exhibit J—Payments to Engineer for Services and Reimbursable Expenses
Compensation Packet AS-2—Additional Services—Direct Labor Costs Times a Factor
Exhibit J—Payments To Engineer for Services and Reimbursable Expenses
Appendix 1—Reimbursable Expenses Schedule
Exhibit J—Payments to Engineer for Services and Reimbursable Expenses
Appendix 2—Budget

EXHIBIT A—ENGINEER’S SERVICES

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EXHIBIT B—DELIVERABLES

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EXHIBIT D—RESERVED

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EXHIBIT E—RESERVED

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EXHIBIT F—RESERVED

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EXHIBIT G—INSURANCE

ARTICLE 1—INSURANCE

Paragraph 6.4 of the Agreement, Insurance, is supplemented to include the following Exhibit G, Paragraphs 1.1 and 1.2:

1.1 Insurance Policies and Limits

- . In accordance with Paragraph 6.4.A of the Agreement, the insurance that Engineer must procure and maintain, and the policy limits of such insurance, are as follows:

Coverage	Policy limits of not less than:
Workers' Compensation	
State	Statutory
Employer's Liability	
Bodily Injury, Each Accident	\$1,000,000
Commercial General Liability	
General Aggregate	\$2,000,000
Personal and Advertising Injury	\$1,000,000
Bodily Injury and Property Damage—Each Occurrence	\$1,000,000
Automobile Liability	
Each Accident	\$1,000,000
Excess or Umbrella Liability	
Each Occurrence	\$5,000,000
General Aggregate	\$5,000,000
Professional Liability	
Each Claim Made	\$5,000,000
Annual Aggregate	\$5,000,000

1.2 Additional Insureds

- A. Engineer shall require the insurances noted above in Section 1.1.A. of any subconsultants or subcontractors provided, however, that the required limits of insurance for Professional Liability shall be \$1,000,000 per claim and aggregate annually and there shall be no requirement for umbrella/excess liability insurance. Owner shall be listed as an additional insured 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.

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EXHIBIT I— RESERVED

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EXHIBIT J—PAYMENTS TO ENGINEER FOR SERVICES AND REIMBURSABLE EXPENSES
COMPENSATION PACKET BC3 BASIC SERVICES DIRECT LABOR COSTS TIMES A MULTIPLIER

Article 2.5 of the Agreement is supplemented to include the following:

D. Owner shall pay Engineer for Basic Services set forth in Exhibit A as follows:

1. An amount equal to Engineer's Direct Labor Costs times a multiplier plus Reimbursable Expenses plus Engineer's Subcontractors' or Subconsultants' Direct Labor Costs times a multiplier. The multiplier is calculated from Engineer's or Subcontractors' Audited Overhead Rate plus Direct Labor Costs (1) multiplied by one plus Engineer's profit. The Engineer's profit is not to exceed ten (10) percent.
2. Engineer's Reimbursable Expenses Schedule is attached to this Exhibit J as Appendix 1.
3. Engineer may alter the distribution of compensation between budget categories noted in Exhibit J Appendix 2 (Budget) to be consistent with services actually rendered, but compensation will not exceed the total estimated compensation amount unless approved in writing by Owner. See Exhibit J, Paragraph 1.F.2 below.
4. The total estimated compensation for Engineer's services included in the breakdown by phases incorporates all labor, overhead, profit, Reimbursable Expenses, and Engineer's Subcontractors' and Subconsultants' charges.
5. Direct Labor Costs means salaries and wages paid to Engineer's and Engineer's Subcontractors' or Subconsultants' employees but does not include payroll-related costs or benefits.
6. 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 or 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) owner may, at its discretion, establish indirect cost factors for services based on information other than a federally-negotiated rate or independent audit.

E. Compensation for Reimbursable Expenses

1. Owner shall reimburse Engineer for all Reimbursable Expenses directly related to the provision of Basic Services, using the rates set forth in Exhibit J Appendix 1 when applicable.
2. Reimbursable Expenses include the expenses identified in Appendix 1 and the following: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls, mobile phone charges, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Project-related items. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.
3. The amounts payable to Engineer for Reimbursable Expenses will be the Project-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to the Project with the actual costs passed through to Owner with no mark-up.

F. Other Provisions Concerning Payment

1. Whenever Engineer is entitled to compensation for Reimbursable Expenses for Engineer's Subcontractors and Subconsultants, such compensation will be the amounts billed by Engineer's Subcontractors and Subconsultants to Engineer times a mark-up of ten (10) percent.
2. 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 July 1 and such adjusted rates apply to the next Fiscal Year.
3. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.

EXHIBIT J—PAYMENTS TO ENGINEER FOR SERVICES AND REIMBURSABLE EXPENSES
COMPENSATION PACKET AS-2—ADDITIONAL SERVICES—DIRECT LABOR COSTS TIMES A MULTIPLIER

Article 2 of the Agreement is supplemented to include the following:

1.3 Compensation for Additional Services—Salary Costs Times a multiplier Method of Payment

A. Owner shall pay Engineer for Additional Services as follows:

1. For services of Engineer's or of Engineer's Subcontractors' or Subconsultants' personnel engaged directly in providing Additional Services, except for services as a consultant or witness which if needed will be separately negotiated based on the nature of the required consultation or testimony, an amount equal to Engineer's Direct Labor Costs times a multiplier plus Engineer's Subcontractors' or Subconsultants' Direct Labor Costs times a multiplier. The multiplier is calculated from Engineer's or Subcontractors' Audited Overhead Rate plus Direct Labor Costs (1) multiplied by one plus Engineer's profit. Engineer's profit is not to exceed ten (10) percent.

B. Compensation for Reimbursable Expenses

1. For those Reimbursable Expenses that are directly related to the provision of Additional Services and are not already accounted for in the compensation for Basic Services or RPR-related services, Owner shall reimburse Engineer, using the rates set forth in Appendix 1 to this Exhibit J when applicable.
2. Such Reimbursable Expenses, to the extent Additional Services-related, include the expenses identified in Appendix 1 and the following: transportation (including mileage), lodging, and subsistence incidental thereto; toll telephone calls, mobile phone charges, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar items. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.
3. The amounts payable to Engineer for Reimbursable Expenses, if any, will be the Additional Services-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to Additional Services.

C. Other Provisions Concerning Payment for Additional Services

1. Whenever Engineer is entitled to compensation for the Additional Services-related charges of Engineer's Subcontractors and Subconsultants, such compensation will be the amounts billed by Engineer's Subcontractors and Subconsultants to Engineer times a mark-up of ten (10) percent.
2. Factors—The external Reimbursable Expenses and Engineer's Subcontractors' and Subconsultants' factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.
3. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.

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EXHIBIT J—PAYMENTS TO ENGINEER FOR SERVICES AND REIMBURSABLE EXPENSES
APPENDIX 1—REIMBURSABLE EXPENSES SCHEDULE

Reimbursable Expenses are subject to review and adjustment per Exhibit J. Rates and charges for Reimbursable Expenses as of the date of the Agreement are:

Mileage (auto)	Current published IRS standard mileage rates
Rental Car	\$150 per day
Air Travel	\$1,000 per round trip flight (air travel shall be coach or economy class only)
Meals	Current GSA per diem rate for meals for City of Alexandria, Virginia
Lodging	Current GSA per diem rate for lodging for City of Alexandria, Virginia

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EXHIBIT J—PAYMENTS TO ENGINEER FOR SERVICES AND REIMBURSABLE EXPENSES
APPENDIX 2—BUDGET

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ATTACHMENT F
RFP-26-033 COVER SHEET

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RFP-26-033 Cover Sheet

RFP Issue Date: July 28, 2026
Proposal Due Date: No later than 2:00 PM ET, September 1, 2026
Location of Submission: Electronically via e-mail to:
Igor Scherbakov
Procurement Manager
Biosolids-26-033@AlexRenew.com

Proposal Submitted by:

Name:

Address:

Telephone:

E-mail:

TIN or SSN:

Alexandria Professional
& Occupational License
Tax No.

License No. and
Specialty:

Attestation by the Respondent's Authorized Representative:

The undersigned offers and agrees that the terms, conditions and detailed information provided herein, including all appendices attached hereto, will serve as the basis for a non-professional services contract, if awarded thereto.

Name:

Title:

Signature:

Date:

SUBMIT THIS FORM WITH YOUR PROPOSAL

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ATTACHMENT G

RFP-26-033 CHECKLIST

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RFP-26-033 Checklist

Respondent

Name: _____

The purpose of the RFP Checklist is to aid the Respondent to ensure all submittal requirements have been included in the Respondent's Proposal and to provide a page reference indicating the location of each submittal requirement in the Proposal.

Contents	Checklist	Proposal Page Reference
Cover Page	☐	
Cover Sheet	☐	
This Checklist	☐	
Table of Contents	☐	
Submittal Letter	☐	
Project Delivery Team Organization	☐	
Related Project Experience	☐	
Resident Engineering and Inspection Experience	☐	
Resumes	☐	
SCC Registration Form	☐	

ADDENDA ACKNOWLEDGEMENT. Your signature below serves as your acknowledgment that all addenda have been received and incorporated into the Proposal submission. Check all that apply.

- ☐ Addendum No. 1 ☐ Addendum No. 2 ☐ Addendum No. 3 ☐ Addendum No. 4
☐ Addendum No. 5 ☐ Addendum No. 6 ☐ Addendum No. 7 ☐ Addendum No. 8

To be signed by the Respondent's Authorized Representative:

Name: _____

Title: _____

Signature _____

Date: _____

RETURN THIS FORM WITH YOUR PROPOSAL

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ATTACHMENT G
SCC REGISTRATION FORM

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SCC Registration Form
Compliance with Virginia Law for Transacting Business in Virginia

The undersigned hereby agrees that, if AlexRenew accepts your Proposal for services in conjunction with this RFP, you meet the requirements of Virginia Code § 2.2-4311.2.

Please complete the following by checking the appropriate line that applies and providing the requested information:

- A. ☐ Respondent is a Virginia business entity organized and authorized to transact business in Virginia by the SCC and such Respondent's Identification Number issued to it by the SCC is [Click or tap here to enter text](#). (The SCC number is NOT your federal ID number).
- B. ☐ Respondent is an out-of-state (foreign) business entity that is authorized to transact business in Virginia by the SCC and such Respondent's Identification Number issued to it by the SCC is [Click or tap here to enter text](#).
- C. ☐ Respondent does not have an Identification Number issued to it by the SCC and such Respondent does not require authorization to transact business in Virginia by the SCC for the following reason or reasons. (Please add additional pages if necessary).

Legal Name of Company as listed on the W-9

To be signed by the Respondent's Authorized Representative:

Name: [Click or tap here to enter text](#)

Title: [Click or tap here to enter text](#)

Signature [Click or tap here to enter text](#)

Date: [Click or tap here to enter text](#)

RETURN THIS FORM WITH YOUR PROPOSAL

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