

**FAIRFAX COUNTY WATER AUTHORITY
PROCUREMENT DEPARTMENT
8570 EXECUTIVE PARK AVENUE
FAIRFAX, VA 22031**

CONTRACT NO. 2025-087

**ADVANCED METERING INFRASTRUCTURE (AMI) EVALUATION, FEASIBILITY
STUDY AND BUSINESS CASE DEVELOPMENT**

THIS Agreement is made and entered into by and between Fairfax County Water Authority (“FW”) and E Source Companies, LLC. (“Contractor”) a Colorado, Limited Liability Company. authorized to do business in the Commonwealth of Virginia and is effective as of the date executed by FW.

FW and the Contractor, for good and valuable consideration, the receipt and sufficiency of which is acknowledged hereby, hereby agree as follows:

1. CONTRACT DOCUMENTS

The Contract Documents consist of:

This Agreement,
Exhibit A – Statement of Work,
Exhibit B – Compensation Schedule,
Exhibit C – Certificate of Insurance,
Exhibit D – Document Security License and Non-Disclosure Agreement,
Incorporated by reference RFP & Subsequent Addenda, if any Collectively, “Contract Documents”.

Where the terms and provisions of this Agreement vary from the terms and provisions of the other Contract Documents, the terms and provisions of this Agreement shall prevail over the other Contract Documents and the remaining Contract Documents shall be complementary to each other and if there are any conflicts the most stringent terms or provisions shall prevail.

The Contract Documents set forth the entire agreement between FW and the Contractor. FW and the Contractor agree that no representative or agent of either of them has made any representation or promise with respect to the parties’ agreement which is not contained in the Contract Documents. The Contract Documents may be referred to herein below as the “Contract” or the “Agreement.”

2. SCOPE OF WORK

The Contractor agrees to perform the services described in the Contract Documents (hereinafter “the Work”). The primary purpose of the Work is to provide an Advanced Meter Infrastructure (AMI) Evaluation, Feasibility Study and Business Case Development. The Contract Documents set forth the minimum work estimated by FW and the Contractor to be necessary to complete the Work. It shall be the Contractor’s responsibility, at the Contractor’s sole cost and expense, to provide the specific services set forth in the Contract Documents and all other services reasonably necessary in order to fulfill the purposes of the Work. Nothing in the Contract Documents shall be construed to limit the Contractor’s responsibility to manage the details and execution of the Work further defined in Exhibit A

3. CONTRACT TERM

The Contract Term shall commence on the date the Contractor receives an approved FW Purchase Order and shall continue until all the core, and any optional tasks selected by FW, have been completed. No Work shall be deemed complete until it is accepted by the “Project Officer” (as defined in paragraph 7 below).

4. CONTRACT AMOUNT

FW will pay the Contractor in accordance with the terms of the Payment paragraph below, and Exhibit B – Compensation Schedule for the Contractor's completion of the Work described and required in the Contract Documents. The Contractor agrees that it shall complete the Work for the total amount specified on Exhibit B (such amount, subject to modification in accordance with this Agreement, referred to herein as the “Contract Amount”).

5. PAYMENT

The Contractor will be paid monthly upon its submission of a completed written invoice, satisfactory to the Project Officer, that meets the requirements of this section and other applicable provisions of the Contract. Within ten (10) days after the last day of each month the Contractor shall submit, for approval by the Project Officer, an invoice describing the total work done, by Task, during the preceding month. The Project Officer shall either approve the invoice or require corrections. FW will pay the Contractor within thirty (30) days after the date of receipt of a correct (as determined by the Project Officer) invoice approved by the Project Officer. The amount paid shall be based on the estimate of the percentage of the total work under each Task completed during the month, subject to the Project Officer's acceptance of the Work and the estimate. If the Contractor has been paid ninety percent (90%) of the Contract Amount for any Task and work under that Task is not complete, the remaining amount due for that Task will be paid to the Contractor only after all Work on that Task is completed. The total amount paid for each Task shall not exceed the amount allocated for the Task, regardless of the number of hours spent or the amount of expenses incurred by the Contractor in the performance of the Work. The number of FW's Purchase Order pursuant to which shipments have been made or services performed shall appear on all invoices.

6. PROJECT OFFICER

The performance of the Contractor is subject to the review and approval of FW's Project Officer (“Project Officer”) who shall be appointed by the Division Director of FW's Division or Department requesting the work under this Contract. However, it shall be the responsibility of the Contractor to manage the details of the execution and performance of its Work pursuant to the Contract Documents.

7. ADJUSTMENTS FOR CHANGE IN SCOPE

FW may order changes in the Work within the general scope of the Work consisting of additions, deletions or other revisions. No claim may be made by the Contractor that the scope of the work or that the Contractor's services have been changed requiring adjustments to the amount of compensation due the Contractor unless such adjustments have been made by a written amendment to the Contract signed by FW and the Contractor and providing an agreed amount of compensation due. If the Contractor believes that any particular work is not within the scope of the Work or is a material change or otherwise will call for more compensation to the Contractor, the Contractor must immediately notify the Project Officer after the change or event occurs and within ten (10) calendar days thereafter must provide written notice to the Project Officer. The Contractor's notice must provide to the Project Officer the amount of additional compensation claimed, together with the basis therefor and documentation supporting the claimed amount. The Contractor will not be compensated for performing any work unless a proposal complying with this paragraph has been submitted in the time specified above and a written Contract amendment has been signed by FW and the Contractor and a FW purchase order is issued covering the cost of the services to be provided pursuant to the amendment.

8. ADDITIONAL SERVICES

The Contractor shall not be compensated for any goods or services provided except those included in Exhibit B and included in the Contract Amount unless those goods or services are covered by a written amendment to this Contract signed by FW and the Contractor, and a Purchase Order is issued by FW covering the expected cost of such services.

Additional services agreed upon by the parties will be billed at the rates set forth in Exhibit B unless otherwise agreed by the parties in writing.

9. REIMBURSABLE EXPENSES

No expenses except those identified on Exhibit B of this Contract as project-related expenses will be reimbursed if incurred without the prior written approval of FW and the issuance of a FW purchase order detailing the specific expenses to be incurred by the Contractor and their estimated amount. Payment for approved reimbursable expenses will be made within thirty (30) days after receipt by the Project Officer of a correct invoice identifying the nature of the expense. Reimbursable expenses allowed shall be charged to FW on a unit price basis at the Contractor's cost. All amounts paid for reimbursable expenses shall be considered part of the Contract Amount.

The total amount paid for project-related expenses shall not exceed the amount shown in Exhibit B.

10. *PAYMENT OF SUBCONTRACTORS

The Contractor is obligated to take one of the two following actions within seven (7) days after receipt of amounts paid to the Contractor by FW for work performed by any subcontractor under this Contract:

- a) Pay the subcontractor for the proportionate share of the total payment received from FW attributable to the Work performed by the subcontractor under this Contract; or
- b) Notify FW and the subcontractor, in writing, of the Contractor's intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.

The Contractor is obligated to pay interest to the subcontractor on all amounts owed by the Contractor to the subcontractor that remain unpaid after seven (7) days following receipt by the Contractor of payment from FW for work performed by the subcontractor under this Contract, except for amounts withheld as allowed in subsection b., above. Unless otherwise provided under the terms of this Contract, interest shall accrue at the rate of one percent (1%) per month.

The Contractor shall include in each of its subcontracts, if any are permitted, a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor.

The Contractor's obligation to pay an interest charge to a subcontractor pursuant to this section may not be construed to be an obligation of FW. A Contract modification may not be made for the purpose of providing reimbursement for such interest charge. A cost reimbursement claim may not include any amount for reimbursement for such interest charge.

11. *NON-APPROPRIATION

All funds for payments by FW to the Contractor pursuant to this Contract are subject to the availability of an annual appropriation for this purpose by FW. In the event of non-appropriation

of funds by FW for the goods or services provided under this Contract or substitutes for such goods or services which are as advanced or more advanced in their technology, FW will terminate the Contract, without termination charge or other liability to FW, on the last day of the then current calendar year or when the appropriation made for the then current year for the services covered by this Contract is spent, whichever event occurs first. If funds are not appropriated at any time for the continuation of this Contract, cancellation will be accepted by the Contractor on thirty (30) days prior written notice, but failure to give such notice shall be of no effect and FW shall not be obligated under this Contract beyond the date of termination specified in FW's written notice.

12. FAIRFAX WATER PURCHASE ORDER REQUIREMENT

FW purchases are authorized only if a FW Purchase Order is issued in advance of the transaction, indicating that the ordering agency has sufficient funds available to pay for the purchase. Such a Purchase Order is to be provided to the Contractor by the ordering agency. FW will not be liable for payment for any purchases made by its employees without appropriate purchase authorization issued by FW's Procurement Manager. If the Contractor provides goods or services without a signed FW Purchase Order, it does so at its own risk and expense.

13. PROJECT STAFF

FW will, throughout the Contract Term, have the right of reasonable rejection and approval of staff or subcontractors assigned to the project by the Contractor. If FW reasonably rejects staff or subcontractors pursuant to this section, the Contractor must provide replacement staff or subcontractors satisfactory to FW in a timely manner and at no additional cost to FW. The day-to-day supervision and control of the Contractor's employees, and employees of any of its subcontractors, shall be the sole responsibility of the Contractor.

14. BACKGROUND CHECK

As part of its current hiring policies, with respect to all newly hired personnel, Contractor performs standard background checks. Upon FW's written request, Contractor shall confirm that Contractor personnel assigned to the Work have a completed background check prior to FW granting permission for such Contractor personnel to work onsite at a FW location or remotely.

15. SUPERVISION BY CONTRACTOR

The Contractor shall engage personnel that are qualified to provide the Work under this contract and shall be responsible for the performance of such personnel during the contract term.

16. *EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED

During the performance of this Contract, the Contractor agrees as follows:

- a) The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability or any 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 the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- b) The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an Equal Opportunity Employer.

- c) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- d) The Contractor will comply with the provisions of the Americans with Disabilities Act of 1990 which prohibits discrimination against individuals with disabilities in employment and mandates their full participation in both publicly and privately provided services and activities.
- e) The Contractor will include the provisions of the foregoing paragraphs in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

17. *EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED

In accordance with §2.2-4311.1 of the Code of Virginia, 1950, as amended, the Contractor acknowledges that it does not, and shall not during the performance of this Contract for goods and/or services in the Commonwealth, knowingly employ an unauthorized alien as that term is defined in the federal Immigration Reform and Control Act of 1986.

18. *DRUG FREE WORKPLACE TO BE MAINTAINED BY CONTRACTOR

During the performance of this Contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) 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 the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor by FW in accordance with the Virginia Public Procurement Act, the employees of which Contractor are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

19. TERMINATION FOR BREACH BY THE CONTRACTOR

The Contract shall remain in force for the Contract Term and until FW determines that all of the following requirements and conditions have been satisfactorily met: FW has accepted the Work, and thereafter until the Contractor has met all requirements and conditions relating to the Work under the Contract Documents, including warranty and guarantee periods. However, FW shall have the right to terminate this Contract sooner if the Contractor is in breach or default or has failed to perform satisfactorily the Work required, as determined by FW in its discretion.

If FW determines that the Contractor has failed to perform satisfactorily, then FW will give the Contractor written notice of such failure(s) and the opportunity to cure such failure(s) within at least fifteen (15) days before termination of the Contract takes effect ("Cure Period"). If the Contractor fails to cure within the Cure Period or as otherwise specified in the notice, the Contract may be terminated for the Contractor's failure to provide satisfactory Contract performance. Upon

such termination, the Contractor may apply for compensation for Contract services satisfactorily performed by the Contractor, allocable to the Contract and accepted by FW prior to such termination unless otherwise barred by the Contract ("Termination Costs"). In order to be considered, such request for Termination Costs, with all supporting documentation, must be submitted to the FW Project Officer within fifteen (15) days after the expiration of the Cure Period. FW may accept or reject, in whole or in part, the application for Termination Costs and notify the Contractor of same within a reasonable time thereafter.

If FW terminates the Contract for default or breach of any Contract provision or condition, then the termination shall be immediate after notice from FW to the Contractor (unless FW in its discretion provides for an opportunity to cure) and the Contractor shall not be permitted to seek Termination Costs.

Upon any termination pursuant to this section, the Contractor shall be liable to FW for all costs incurred by FW after the effective date of termination, including costs required to be expended by FW to complete the Work covered by the Contract, including costs of delay in completing the Work or the cost of repairing or correcting any unsatisfactory or non-compliant work performed or provided by the Contractor or its subcontractors. Such costs shall be either deducted from any amount due the Contractor or shall be promptly paid by the Contractor to FW upon demand by FW.

Additionally, and notwithstanding any provision in this Contract to the contrary, the Contractor is liable to FW, and FW shall be entitled to recover, all damages to which FW is entitled by this Contract or by law, including, and without limitation, direct damages, indirect damages, consequential damages, delay damages, replacement costs, refund of all sums paid by FW to the Contractor under the Contract and all attorney fees and costs incurred by FW to enforce any provision of this Contract.

Except as otherwise directed by FW in the notice, the Contractor shall stop work on the date of receipt of notice of the termination or other date specified in the notice, place no further orders or subcontracts for materials, services, or facilities except as are necessary for the completion of such portion of the Work not terminated, and terminate all vendors and subcontracts and settle all outstanding liabilities and claims. Any purchases after the date of termination contained in the notice shall be the sole responsibility of the Contractor.

In the event any termination for cause, default, or breach shall be found to be improper or invalid by any court of competent jurisdiction then such termination shall be deemed to have been a termination for convenience.

20. TERMINATION FOR THE CONVENIENCE OF FW

The performance of work under this Contract may be terminated by the FW Procurement Manager in whole or in part whenever the Procurement Manager shall determine that such termination is in FW's best interest. Any such termination shall be effected by the delivery to the Contractor of a written notice of termination at least fifteen (15) days before the date of termination, specifying the extent to which performance of the work under this Contract is terminated and the date upon which such termination becomes effective.

The Contractor will be entitled to receive compensation for all Contract services satisfactorily performed by the Contractor and allocable to the Contract and accepted by FW prior to such termination and any other reasonable termination costs as negotiated by the parties, but no amount shall be allowed for anticipatory profits.

Upon receipt of a notice of termination and except as otherwise directed, the Contractor shall stop all designated work on the date of receipt of the notice of termination or other date specified in the notice; place no further orders or subcontracts for materials, services or facilities except as are necessary for the completion of such portion of the work not terminated; immediately transfer all documentation and paperwork for terminated work to FW; and terminate all vendors and subcontracts and settle all outstanding liabilities and claims.

21. INDEMNIFICATION

The Contractor covenants for itself, its employees, and subcontractors to save, defend, hold harmless and indemnify FW, and all of its elected and appointed officials, officers, current and former employees (collectively "FW" for purposes of this section) from and against any and all claims made by third parties or by FW for any and all losses, damages, injuries, fines, penalties, costs (including court costs and attorney's fees), charges, liability, demands or exposure, however caused, resulting from, arising out of, or in any way connected with the Contractor's acts or omissions, including the acts or omissions of its employees and/or subcontractors, in performance or nonperformance of the work called for by the Contract Documents. This duty to save, defend, hold harmless and indemnify shall survive the termination of this Contract. If, after notice by FW, the Contractor fails or refuses to fulfill its obligations contained in this section, the Contractor shall be liable for and reimburse FW for any and all expenses, including but not limited to, reasonable attorney's fees incurred and any settlements or payments made. The Contractor shall pay such expenses upon demand by FW and failure to do so may result in such amounts being withheld from any amounts due to Contractor under this Contract.

22. INTELLECTUAL PROPERTY INDEMNIFICATION

The Contractor warrants and guarantees that no intellectual property rights (including copyright, patent, mask work, trademark, industrial property, and trade secret rights) of third parties are infringed or in any manner involved in or related to the Equipment, System, Licensed Software, source code, documentation, or services provided hereunder.

The Contractor shall pay all copyright, patent or other royalties, licenses, or fees, if any, in respect of the use of the software or System. The Contractor shall defend, at its expense, any action or claim brought against FW to the extent that the action or claim is based on a claim that the manufacture, sale, operation or use of the Equipment, System, Licensed Software, source code, documentation, or services (or any part thereof) infringes any third party's intellectual property rights (including copyright, patent, mask work, trademark, industrial property, and trade secret rights) or breaches any third party's contract or quasi-contract rights, and the Contractor shall pay any and all costs (including but not limited to fines, penalties, license fees, court costs, attorney's fees and any costs or fees to the United States Patent and Trademark Office) and damages payable by FW in respect of any such action. This duty to save, defend, hold harmless and indemnify shall survive the termination of this Contract. If, after notice by FW, the Contractor fails to fulfill its obligations contained in this section, the Contractor shall be liable for and reimburse FW for any and all expenses, including but not limited to, attorney's fees incurred and any settlements or payments made. The Contractor shall pay such expenses upon demand by FW and failure to do so may result in such amounts being withheld from any amounts due to the Contractor under this Contract. In addition, and without obviating the Contractor's responsibilities set forth above, if the Equipment, System, Licensed Software, source code, documentation, or services (or any part

thereof) becomes or in the Contractor's opinion is likely to become the subject of a claim based on an alleged infringement or breach as aforesaid, the Contractor may, at its expense and option, with prior written notice of agreement by FW, do one of the following:

- a) modify the Equipment, System, Licensed Software, source code, documentation, or services so that there is no longer any infringement or breach without adversely affecting the functional capabilities of the foregoing;
- b) procure for FW the right to continue to use the Equipment, System, Licensed Software, source code, documentation, or services;
- c) substitute for the relevant Equipment, System, Licensed Software, source code, documentation, or services other equipment, software, or materials having a capability equivalent to the replaced Equipment, System, Licensed Software, source code, documentation, or services at no further expense to FW.

The Contractor shall have no liability respecting any claim of infringement or breach as aforesaid based entirely upon the combination, operation or use of the Equipment or Licensed Software with equipment, software, apparatus, devices or items not supplied by the Contractor and in a manner not substantially consistent with the Contractor's specifications and instructions.

23. INTELLECTUAL PROPERTY DEVELOPED PURSUANT TO CONTRACT

The Contractor hereby irrevocably transfers, assigns, sets over and conveys to FW all right, title and interest, including the sole exclusive and complete patent, copyright, trade secret, or other intellectual property right or interest, in any and all works created pursuant to this Contract and capable of patent, copyright, trade secret, or other intellectual property protection. The Contractor further agrees to execute such documents and undertake such actions as FW may request to effect such transfer or assignment.

Further, the Contractor agrees that the rights granted to FW by this paragraph are irrevocable. Notwithstanding anything else in this Contract, the Contractor's remedy in the event of termination of or dispute over the terms of this Contract shall not include any right to rescind, terminate or otherwise revoke or invalidate in any way the rights conferred pursuant to the provisions of this paragraph. Similarly, no termination of this Contract shall have the effect of rescinding, terminating or otherwise invalidating the rights acquired pursuant to the provisions of this paragraph.

The use of subcontractors or third parties in developing or creating input into any materials capable of patent, copyright, trade secret, or other intellectual property protection and produced as a part of this Contract is prohibited unless FW approves the use of such subcontractors or third parties in advance and such subcontractors or third parties agree to include the provisions of this paragraph as part of any contract they enter into with the Contractor for work related to work pursuant to this Contract.

24. OWNERSHIP AND RETURN OF RECORDS

This Contract confers no ownership rights to the Contractor nor any rights or interests to use or disclose FW's data or inputs.

The Contractor agrees that all drawings, specifications, blueprints, data, information, findings, memoranda, correspondence, documents or records of any type, whether written or oral or

electronic, and all documents generated by the Contractor or its subcontractors as a result of FW's request for services under this Contract, are the exclusive property of FW ("Record" or "Records"). All such Records are subject to the assignment provisions of paragraph 28 above and shall be provided to and/or returned to FW upon completion, termination, or cancellation of this Contract. The Contractor shall not use, willingly allow, or cause such materials to be used for any other purpose other than performance of all obligations under the Contract without the written consent of FW. Additionally, the Contractor agrees that the Records are "FW Information" as set forth in paragraph 30 below, that the Records are subject to the provisions of paragraph 30 below, and that neither the Records nor their contents shall be released by the Contractor, its subcontractors, or other third parties; nor shall their contents be disclosed to any person other than the Project Officer or his or her designee. The Contractor agrees that all oral or written inquiries from any person or entity regarding the status of any Record generated as a result of the existence of this Contract shall be referred to the Project Officer or his or her designee for response. At FW's request, the Contractor shall deliver all Records to the Project Officer, including "hard copies" of computer records, and at FW's request, shall destroy all computer records created as a result of FW's request for services pursuant to this Contract.

The Contractor agrees to include the provisions of this section as part of any contract or agreement the Contractor enters into with subcontractors or other third parties for work related to work pursuant to this Contract.

No termination of this Contract shall have the effect of rescinding, terminating or otherwise invalidating this section of the Contract.

25. DATA SECURITY AND PROTECTION

The Contractor shall hold FW Information in the strictest confidence and comply with all applicable FW security and network resources policies as well as all local, state and federal laws or regulatory requirements concerning data privacy and security. The Contractor shall develop, implement, maintain, continually monitor and use appropriate administrative, technical and physical security measures to preserve the confidentiality, privacy, integrity and availability of all electronically maintained or transmitted FW Information received from, created or maintained on behalf of FW and strictly control access to FW Information. For purposes of this provision, and as more fully described in this Contract and FW's Non-Disclosure and Data Security Agreement ("NDA"), "FW Information" (also referred to as "FW Data" or "data") includes, but is not limited to, electronic information, documents, data, images, and records including, but not limited to, financial records, personally identifiable information, Personal Health Information (PHI), personnel, educational, registration, tax or assessment records, information related to public safety, FW networked resources, and FW databases, software and security measures which is created, maintained, transmitted or accessed to perform the work under this Contract.

- a) **FW's Non-Disclosure and Data Security Agreement (NDA)**. The Contractor shall require that an authorized Contractor designee, and all key employees, agents or subcontractors working on-site at FW facilities or otherwise performing non-incident work under this Contract, sign the NDA (attached as an Exhibit hereto) prior to performing any work or permitting access to FW networked resources, application

systems or databases under this Contract. Copies of the signed NDAs shall be available to the FW Project Officer upon request.

- b) **Use of Data.** The Contractor shall ensure that the use, distribution, disclosure or access ("use") to FW Information and FW networked resources shall not occur in an unauthorized manner. Use of FW Information for other than as specifically outlined in this Contract is strictly prohibited, unless such other use is agreed to in writing by the parties. The Contractor will be solely responsible for any unauthorized use, reuse, distribution, transmission, manipulation, copying, modification, access or disclosure of FW Information and any non-compliance with this DATA SECURITY AND PROTECTION provision or any NDA.
- c) **Data Protection.** Without limiting any of the Contractor's obligations with respect to the non-disclosure and protection of FW Information, the Contractor agrees that it will protect FW Information using at least the applicable standards established by the National Institute of Standards and Technology, specifically, NIST Special Publication 800-171 (with FW Information being treated and secured, at a minimum, as Controlled Unclassified Information). Also without limiting any of the Contractor's obligations with respect to the non-disclosure and protection of FW Information, the Contractor agrees that it will protect FW Information using at least the applicable state and local standards, including but not limited to Va. Code §§ 59.1-442 – 59.1-444 (the Virginia Personal Information Privacy Act), Massachusetts 201 CMR 17.00 (Standards for the Protection of Personal Information of Residents of the Commonwealth), as well as the applicable standards in the Payment Card Industry Data Security Standard (PCI DSS). In any event, the Contractor shall protect FW Information at least as rigorously as it protects its own valuable trade secrets and confidential information. The Contractor shall provide to FW a copy of its data security policy and procedures for securing FW Information and a copy of its disaster recovery plan/s. The Contractor shall provide, if requested by FW, on an annual basis, results of an internal Information Security Risk Assessment provided by a qualified independent firm.
- d) **Data Sharing.** Except as otherwise specifically provided for in this Contract, the Contractor agrees that it shall not share, disclosure, sell or grant access to FW Information to any third party without the express written authorization of the FW's Chief Information Officer or designee.
- e) **Security Requirements.** The Contractor shall maintain the most up to date anti-virus, industry accepted firewalls and/or other protections on its systems and networking equipment. The Contractor certifies that all systems and networking equipment that support, interact or store FW Information meet the above standards and industry best practices for physical, network and system security requirements. Printers, copiers or fax machines that store FW Data into hard drives must provide data at rest encryption. Significant deviation from these standards must be approved by FW's Chief Information Officer or designee. The downloading of FW Information onto laptops or any other portable storage medium is prohibited without the express written authorization of FW's Chief Information Officer or designee.
- f) **Data Protection Upon Conclusion of Contract.** Upon termination, cancellation, expiration or other conclusion of this Contract, the Contractor shall return all FW Information to FW unless FW requests that such data be destroyed. This provision

shall also apply to all FW Information that is in the possession of subcontractors or agents of the Contractor. The Contractor shall complete such return or destruction not less than thirty (30) days after the conclusion of this Contract and shall certify completion of this task, in writing, to the FW Project Officer and FW Chief Information Officer.

- g) **Notification of Security Incidents.** The Contractor agrees to notify the FW Chief Information Officer and FW Project Officer within twenty-four (24) hours of the discovery of any unintended access to, use or disclosure of FW Information.
- h) **Subcontractors.** To the extent the use of subcontractors is permitted under this Contract, the requirements of this entire paragraph 30 shall be incorporated into any subcontractor agreement entered into by the Contractor and any data sharing shall be compliant with these security and protection requirements and the NDA. In the event of data sharing, subcontractors shall provide to the Contractor a copy of their data security policy and procedures for securing FW Information and a copy of their disaster recovery plan/s.

26. *VIRGINIA FREEDOM OF INFORMATION ACT

The parties understand and agree that FW is subject to the terms and provisions of Code of Virginia §§ 2.2-3700 et. seq, the Virginia Freedom of Information Act (“VFOIA”). All public records in FW’s custody, possession or control shall be open to the public for inspection and copying to the extent such disclosure is required by law. Certain exemptions or exclusions may apply, but it is the Contractor’s obligation to assert any applicable VFOIA exclusions or exemption, to the satisfaction of the FW Project Officer, within the statutory deadlines. Thereafter it is the obligation of the Contractor to defend and indemnify FW from any claim or suit that may arise as a result of the withholding of records. The FW Project Officer shall make available to the Contractor any VFOIA request which the Project Officer reasonably believes the Contractor may have an interest in.

27. *ETHICS IN PUBLIC CONTRACTING

This Contract incorporates by reference Virginia law, as well as any federal law related to ethics, conflicts of interest, or bribery, including by way of illustration and not limitation, the State and Local Government Conflict of Interests Act (Code of Virginia § 2.2-3100 et seq.), the Virginia Governmental Frauds Act (Code of Virginia § 18.2-498.1 et seq.), and Articles 2 and 3 of Chapter 10 of Title 18.2 of the Code of Virginia, as amended (§ 18.2-438 et seq.). The Contractor certifies that its offer was made without collusion or fraud and that it has not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer, or subcontractor and that it has not conferred on any public employee having official responsibility for this procurement any payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised unless consideration of substantially equal or greater value was exchanged.

28. *FAIRFAX WATER EMPLOYEES

No employee of FW shall be admitted to any share in any part of this Contract or to any benefit that may arise therefrom which is not available to the general public.

29. FORCE MAJEURE

The Contractor shall not be held responsible for failure to perform the duties and responsibilities imposed by this Contract if such failure is due to fires, riots, rebellions, natural disasters, wars, or an act of God beyond control of the Contractor, and outside and beyond the scope of the Contractor's then current, by industry standards, disaster plan, that make performance impossible or illegal, unless otherwise specified in the Contract.

FW shall not be held responsible for failure to perform its duties and responsibilities imposed by the Contract if such failure is due to fires, riots, rebellions, natural disasters, wars, or an act of God beyond control of FW that make performance impossible or illegal, unless otherwise specified in the Contract.

30. *AUTHORITY TO TRANSACT BUSINESS

The Contractor shall, pursuant to Code of Virginia § 2.2-4311.2, be and remain authorized to transact business in the Commonwealth of Virginia during the Initial Term and any Subsequent Contract Term(s) of this Contract. A contract entered into by the Contractor in violation of this requirement is voidable, without any cost or expense, at the sole option of FW.

31. *RELATION TO FAIRFAX WATER

The Contractor is an independent contractor and neither the Contractor nor its employees or subcontractors will, under any circumstances, be considered employees, servants or agents of FW. FW will not be legally responsible for any negligence or other wrongdoing by the Contractor, its employees, servants or agents. FW will not withhold payments to the Contractor for any federal or state unemployment taxes, federal or state income taxes, Social Security tax, or any other amounts for benefits to the Contractor. Furthermore, FW will not provide to the Contractor any insurance coverage or other benefits, including workers' compensation, normally provided by FW for its employees.

32. ANTITRUST

By entering into this Contract, the Contractor conveys, sells, assigns and transfers to FW all rights, title, and interest in and to all causes of action the Contractor may now have or hereafter acquire under the antitrust laws of the United States or the Commonwealth of Virginia, relating to the goods or services purchased or acquired by FW under this Contract.

33. REPORT STANDARDS

Reports or written material prepared by the Contractor in response to the requirements of this Contract or a request of the Project Officer shall, unless otherwise provided for in the Contract, meet standards of professional writing established for the type of report or written material provided, shall be thoroughly researched for accuracy of content, shall be grammatically correct and not contain spelling errors, shall be submitted in a format approved in advance by the Project Officer, and shall be submitted for advance review and comment by the Project Officer. The cost of correcting grammatical errors, correcting report data, or other revisions required to bring the report or written material into compliance with these requirements shall be borne by the Contractor.

When submitting paper documents to FW, the Contractor shall comply with the following guidelines:

- All submittals and copies shall be printed on at least thirty percent (30%) recycled-content and/or tree-free paper;
- All copies shall be double-sided;
- Report covers or binders shall be recyclable, made from recycled materials, and/or easily removable to allow for recycling of report pages (reports with glued bindings that meet all other requirements are acceptable);
- The use of plastic covers or dividers should be avoided; and
- Unnecessary attachments or documents not specifically asked for should not be submitted, and superfluous use of paper (e.g. separate title sheets or chapter dividers) should be avoided.

34. AUDIT

The Contractor shall secure an independent certified public accountant's audit of its finances and program operation after the close of each calendar year (December 31), but no later than October 15 of each such year, and shall forward to FW the findings of such audit in whole, including the management letter or other ancillary audit components, and permit FW to make such review of the records of the Contractor as may be deemed necessary by FW to satisfy audit purposes. In instances where a management letter was not prepared as an audit function, the Contractor must so certify in writing to FW at the time the audit report is submitted. All accounts of the Contractor are subject to such audit, regardless whether the funds are used exclusively for specific program activities or mingled with funds for other agency activities.

The Contractor agrees to retain all books, records and other documents related to this Contract for at least five (5) years after final payment. FW or its authorized agents shall have full access to and the right to examine any of the above documents during this period and during the Contract Term and for a period of five (5) years thereafter. If the Contractor wishes to destroy or dispose of records (including confidential records to which FW does not have ready access) within five (5) years after final payment, the Contractor shall notify FW at least thirty (30) days prior to such disposal, and if FW objects, shall not dispose of the records.

35. ASSIGNMENT

The Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of any award, or any or all of its rights, obligations, or interests under this Contract, without the prior written consent of FW.

36. AMENDMENTS

This Contract shall not be amended except by written amendment executed by persons duly authorized to bind the Contractor and FW.

37. *DISPUTE RESOLUTION

All disputes arising under this Agreement, or its interpretation, whether involving law or fact, or extra work, or extra compensation or time, and all claims for alleged breach of Contract shall be submitted to the Project Officer for decision at the time of the occurrence or beginning of the work upon which the claim is based, whichever occurs first. Any such claims shall state the facts surrounding it in sufficient detail to identify it together with its character and scope. Claims denied

by the Project Officer may be submitted to FW's General Manager in writing no later than sixty (60) days after final payment. The time limit for final written decision by the General Manager in the event of a contractual dispute is fifteen (15) days. The Contractor shall not cause a delay in the Work pending a decision of the Project Officer, General Manager, or a court, as the case may be.

38. *APPLICABLE LAW, FORUM, VENUE AND JURISDICTION

This Contract and the work performed hereunder shall be governed in all respects by the laws of the Commonwealth of Virginia and the jurisdiction, forum, and venue for any litigation with respect thereto shall be in the Circuit Court for Fairfax County, Virginia, and in no other court. In performing the Work under this Contract, the Contractor shall comply with applicable federal, state, and local laws, ordinances and regulations.

39. ARBITRATION

It is expressly agreed that nothing under the Contract shall be subject to arbitration, and any references to arbitration are expressly deleted from the Contract.

40. NONEXCLUSIVITY OF REMEDIES

All remedies available to FW under this Contract are cumulative, and no such remedy shall be exclusive of any other remedy available to FW at law or in equity.

41. NO WAIVER

The failure of either party to exercise in any respect a right provided for in this Contract shall not be deemed to be a subsequent waiver of the same right or any other right.

42. SEVERABILITY

The sections, paragraphs, sentences, clauses and phrases of this Contract are severable, and if any phrase, clause, sentence, paragraph or section of this Contract shall be declared invalid by a court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Contract.

43. *NO WAIVER OF SOVEREIGN IMMUNITY

Notwithstanding any other provision of this Contract, nothing in this Contract or any action taken by FW pursuant to this Contract shall constitute or be construed as a waiver of either the sovereign or governmental immunity of FW. The parties intend for this provision to be read as broadly as possible.

44. SURVIVAL OF TERMS

In addition to any numbered section in this Agreement which specifically states that the term or paragraph survives the expiration or termination of this Contract, the following sections if included in this Contract also survive: INDEMNIFICATION; RELATION TO FAIRFAX WATER; OWNERSHIP AND RETURN OF RECORDS; AUDIT; INTELLECTUAL PROPERTY DEVELOPED PURSUANT TO CONTRACT; INTELLECTUAL PROPERTY INDEMNIFICATION; WARRANTY; CONFIDENTIAL INFORMATION AND DATA SECURITY.

45. HEADINGS

The paragraph and section headings in this Contract are inserted only for convenience and are not to be construed as part of this Contract or a limitation on the scope of the particular section to which the heading precedes.

46. AMBIGUITIES

Each party has participated fully in the review and revision of this Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any party.

47. NOTICES

Unless otherwise provided herein, all notices and other communications required by this Contract shall be deemed to have been given when made in writing and either (a) delivered in person, (b) delivered to an agent, such as an overnight or similar delivery service, or (c) deposited in the United States mail, postage prepaid, certified or registered, addressed as follows:

TO THE CONTRACTOR:

Jeremy Klingel
President
E Source Companies, LLC
3020 Carbon Place, Suite 300
Boulder, Colorado 80301

TO FAIRFAX WATER:

Christopher Long, Project Officer
Manager Customer Service Operations
Fairfax County Water Authority
8570 Executive Park Avenue
Fairfax, Virginia 22031

AND

Elizabeth B. Dooley, CPPO, CPPB
Procurement Manager
Fairfax County Water Authority
8570 Executive Park Avenue
Fairfax, Virginia 22031

48. *NON-DISCRIMINATION NOTICE

FW does not discriminate against faith-based organizations.

49. INSURANCE REQUIREMENTS

The Contractor shall provide to the FW Procurement Manager a Certificate of Insurance indicating that the Contractor has in force the coverage below prior to the start of any Work under this

Contract and upon any contract extension. The Contractor agrees to maintain such insurance until the completion of this Contract or as otherwise stated in the Contract Documents. All required insurance coverages must be acquired from insurers authorized to do business in the Commonwealth of Virginia, with a rating of “A-“ or better and a financial size of “Class VII” or better in the latest edition of the A.M. Best Co. Guides, and acceptable to FW. The minimum insurance coverage shall be:

- a) Workers Compensation - Virginia Statutory Workers Compensation (W/C) coverage including Virginia benefits and employers’ liability with limits of \$100,000/100,000/500,000. FW will not accept W/C coverage issued by the Injured Worker’s Insurance Fund, Towson, MD.
- b) Commercial General Liability - \$1,000,000 combined single limit coverage with \$2,000,000 general aggregate covering all premises and operations and including Personal Injury, Completed Operations, Contractual Liability, Independent Contractors, and Products Liability. The general aggregate limit shall apply to this Contract. Evidence of Contractual Liability coverage shall be typed on the certificate.
- c) Business Automobile Liability - \$1,000,000 Combined Single Limit (Owned, non-owned and hired).
- d) The Contractor shall carry Errors and Omissions or Professional Liability insurance which will pay for injuries arising out of errors or omissions in the rendering, or failure to render services or perform Work under the contract, in the amount of \$1,000,000.
- e) Insurance Against Intellectual Property Infringement – \$2,000,000.
- f) Cyber Security Liability Insurance Coverage: \$2,000,000 per occurrence.
- g) Additional Insured - Fairfax Water, and its officers, elected and appointed officials, employees, and agents, shall be named as an additional insured on all policies except Workers Compensation and Auto and Professional Liability; and evidence of the Additional Insured endorsement shall be typed on the certificate.
- h) Cancellation - If there is a material change or reduction in coverage the Contractor shall notify the FW Procurement Manager immediately upon Contractor’s notification from the insurer. It is the Contractor’s responsibility to notify FW upon receipt of a notice indicating that the policy will not be renewed or will be materially changed. Any policy on which the Contractor has received notification from an insurer that the policy has or will be cancelled or materially changed or reduced must be replaced with another policy consistent with the terms of this Contract, and FW notified of the replacement, in such a manner that there is no lapse in coverage. Not having the required insurance throughout the Contract Term is grounds for termination of the Contract.
- i) Any insurance coverage that is placed as a “claims made” policy must remain valid and in force, or the Contractor must obtain an extended reporting endorsement consistent with the terms of this Contract, until the applicable statute of limitations has expired, such date as determined to begin running from the date of the Contractor’s receipt of final payment.
- j) Contract Identification - The insurance certificate shall state this Contract's number and title.

The Contractor must disclose the amount of any deductible or self-insurance component applicable to the General Liability, Automobile Liability, Professional Liability, Intellectual Property or any other policies required herein, if any. FW reserves the right to request additional information to determine if the Contractor has the financial capacity to meet its obligations under a deductible. Thereafter, at its option, FW may require a lower deductible, funds equal to the deductible be placed in escrow, a certificate of self-insurance, collateral, or other mechanism in the amount of the deductible to ensure protection for FW.

The Contractor shall require all subcontractors to maintain during the term of this Contract, Commercial General Liability insurance, Business Automobile Liability insurance, Workers' Compensation insurance and Insurance Against Intellectual Property Infringement in the same

form and manner as specified for the Contractor. The Contractor shall furnish subcontractors' certificates of insurance to FW immediately upon request by FW.

No acceptance or approval of any insurance by FW shall be construed as relieving or excusing the Contractor from any liability or obligation imposed upon the Contractor by the provisions of the Contract Documents.

The Contractor shall be responsible for the work performed under the Contract Documents and every part thereof, and for all materials, tools, equipment, appliances, and property of any description used in connection with the work. The Contractor assumes all risks for direct and indirect damage or injury to the property or persons used or employed on or in connection with the Work contracted for, and of all damage or injury to any person or property wherever located, resulting from any action, omission, commission or operation under the Contract, or in connection in any way whatsoever with the contracted work.

The Contractor shall be as fully responsible to FW for the acts and omissions of its subcontractors and of persons employed by them as it is for acts and omissions of persons directly employed by it.

Notwithstanding any of the above, the Contractor may satisfy its obligations under this section by means of self-insurance for all or any part of the insurance required, provided that the Contractor can demonstrate financial capacity and the alternative coverages are submitted to and acceptable to FW. The Contractor must also provide its most recent actuarial report and provide a copy of its self-insurance resolution to determine the adequacy of the insurance funding.

50. *ACCESSIBILITY OF WEB SITE

If any work performed under this Contract results in design, development, maintenance or responsibility for content and/or format of any FW websites, or FW's presence on other third-party website, the Contractor shall perform such work in compliance with the Americans with Disabilities Act of 1990 (ADA).

51. RESERVED

52. ADA COMPLIANCE

Compliance with the Americans with Disabilities Act of 1990 (ADA) shall be the sole responsibility of the Contractor. The Contractor shall defend and hold FW harmless from any expense or liability arising from the Contractor's non-compliance therewith. The Contractor's responsibilities related to ADA compliance shall include, but not be limited to, the following:

- a. Access to Programs, Services and/or Facilities: The Contractor shall ensure its programs; services and facilities are accessible to persons with disabilities. If a particular facility or program is not accessible, the Contractor shall provide equivalent services in an accessible alternate location or manner to ensure that persons with disabilities are not denied access to services.
- b. Effective Communication: The Contractor, upon request, shall provide appropriate aids and services to facilitate effective communication with qualified persons with disabilities so that such persons can participate equally in the Contractor's programs, services, and activities, including qualified sign language interpreters, documents in Braille, and other ways of making information and communications accessible to people who have speech, hearing, or vision impairments, as required by the ADA.

- c. Modifications to Policies and Procedures: The Contractor shall make the necessary modifications to its policies and procedures to ensure that people with disabilities have an equal opportunity to enjoy the Contractor's programs, services, and activities, as may be required by the ADA. For example, individuals with service animals are welcomed in the Contractor's offices or facilities, even where pets are generally prohibited.
- d. The Contractor shall not place a surcharge on a person with a disability or any group of individuals with disabilities to cover the cost of providing auxiliary aids/services or reasonable modifications of policy.
- e. Employment: The Contractor shall not discriminate on the basis of disability in its hiring or employment practices.
- f. Responding to inquiries from the U.S. Department of Labor.

[SIGNATURES ON FOLLOWING PAGE]

FAIRFAX COUNTY WATER AUTHORITY

8570 Executive Park Avenue
Fairfax, VA 22031

Phone: (703) 289-6227

Fax: (703) 289-6262

By:  Signed by:
EAD275217B8641D...

Name: Jamie Bain Hedges P.E.

Title: General Manager


Date: 8/1/2025

E SOURCE COMPANIES, LLC

3020 Carbon Place, Suite 300
Boulder, Colorado 80301

Phone: (202)833-6400

Fax: (202) 330-5694

By:  Signed by:
FD78EFD99F6C4EB...

Name: Jeremy Klingel

Title: President

Date: 7/28/2025

CONTRACT 2025-087
EXHIBIT A
STATEMENT OF WORK

1. SECTION 1 - CORE TASKS

TASK 1: PROJECT KICKOFF & MOBILIZATION

The Contractor will coordinate with the Fairfax Water (FW) project manager to schedule a kickoff meeting with the project team. This meeting will review the project scope, requirements, deliverables, schedule, and reporting relationships. The Contractor will work with the FW project manager to establish a status reporting and meeting cadence, discuss scheduling, and ensure alignment of project expectations. Additionally, Contractor will review the composition of the FW project team and subject matter experts (SMEs) to confirm broad representation. To ensure our team has the necessary information to begin the evaluation, Contractor will provide a set of data requests and discovery questions. This information will help establish the current state of operations, define key assumptions for the business case, and prepare for the workshops. Contractor will review the discovery questions with the FW project team to determine what information is readily available and who will compile it. A timetable will be established, balancing project needs with the availability of data and staff resources.

TASK 1 DELIVERABLES

1. Kickoff meeting presentation with associated documents
2. Data requests / discovery questions

Task 1 deliverables are due fifteen (15) business days from the date of notice to proceed.

TASK 2: TECHNOLOGY EDUCATION & STATE OF THE INDUSTRY

To help FW staff gain a deeper understanding of AMI and the latest water metering technology, Contractor will conduct a customized workshop with stakeholders from across the utility. This session will explore key market vendors, critical success factors, and the relative advantages and challenges of various platforms and metering technologies as they relate to FW. Contractor will examine success stories from other utilities, highlighting best practices and potential pitfalls to avoid. Additionally, Contractor will provide an overview of market vendors, explaining how different products and system characteristics could impact FW operations and customer experience. Designed as an interactive discussion, this technology review will encourage thoughtful dialogue, prompt meaningful questions, and support informed decision-making throughout this initiative.

TASK 2 DELIVERABLES

1. Technology Education & State-of-the-Industry presentation

Task 2 deliverable due twenty (20) business days from the date of notice to proceed.

TASK 3: PROGRAM GOALS

Establish a strong foundation for success by facilitating a workshop with executives, stakeholders, and subject matter experts from across the utility to align on FW project goals, drivers, success factors, and risks. This collaborative approach fosters valuable discussions, uncovering project goals that may not have been previously considered. As part of this process, Contractor will review FW most recent strategic plan to align with the utility's broader mission, long-term objectives, and customer service priorities. This task will lay the groundwork for ensuring that the final solution directly addresses FW goals and objectives while aligning with the FW strategic vision.

TASK 3 DELIVERABLES

1. Summary of program goals in the Feasibility Study

Task 3 deliverable due twenty (20) business days from the date of notice to proceed.

TASK 4: DISCOVERY AND GAP ANALYSIS

Contractor will guide FW staff through a series of interviews and workshops to review discovery responses from each department and gain a detailed understanding of FW's current operations and metering strategy. Our team will arrive onsite prepared, having thoroughly reviewed the responses in advance. Contractor will collaborate with the FW project manager to schedule workshops with, at a minimum, the following departments:

- Finance – Billing / Customer Service
- Meter Shop/ Meter Services/ Meter Reading
- Engineering & Construction
- Technology – IT / Enterprise Systems

As needed, Contractor will expand interviews beyond these areas to ensure all relevant data and insights are captured. While onsite, Contractor will tour the meter shop and collaborate with FW staff to inspect a sampling of meter sets in the field. This will help identify potential risks that could impact the deployment of AMI technology. This hands-on activity will give Contractor a "boots on the ground" perspective, helping us understand the specific challenges and operational conditions that may impact the project. After completing the workshops and interviews, Contractor will analyze the collected information and perform a gap analysis to identify potential risks and necessary changes to support the deployment and ongoing operation of the proposed metering strategy. The outputs of this task will inform Contractor's findings and recommendations.

TASK 4 DELIVERABLES

1. Gap analysis
2. Summary of findings in the Feasibility Study

1. Current and future state systems documentation
2. Summary of finding in the feasibility study.

Task 5 deliverables are due eighty five (85) business days from the date of notice to proceed.

TASK 6: PROCESS AND ORGANIZATIONAL IMPACTS

The transformative nature of advanced metering technologies necessitates FW to understand and prepare for the people side of their implementation. This encompasses addressing changes to business processes, organizational structure, and the roles and responsibilities required to achieve the expected benefits of the new system. While some technology partners skim over specific recommendations, Contractor will draw from past technology deployments and industry best practices to guide FW in making well informed decisions. Building upon information captured in Task 4: Discovery & Gap Analysis, Contractor will conduct a business process impact assessment to identify the processes, workgroups, and systems that will be impacted by the proposed strategy. Subsequently, Contractor will conduct a workshop to further our understanding of FW's day-to-day meter-to-cash processes that are typically impacted by advanced metering. Processes to be addressed include:

- Billing, including billing frequency
- Customer Inquiry
- Field Activities
- Move in/ Move – Out
- Non – Pay Disconnect/ Reconnect
- Systems Events and Alarms.

TASK 6 DELIVERABLES

1. Summary of Findings in the Feasibility Study

Task 6 deliverable due fifty-five (55) business days from the date of notice to proceed.

TASK 7: PROJECT IMPLEMENTATION PLAN

AMI implementations are complex. Astute implementation planning is essential to achieve a successful outcome that meets FW's program goals. Based on recommended strategies, Contractor will prepare an initial project plan Gantt chart that details key tasks, phases and milestones. This will help identify the points at which monetary and staffing commitments are required.

The initial plan will span from the start of system procurement through deployment. All elements— such as metering infrastructure installation, software applications, data management, and business process changes—will be planned. At each stage, Contractor will recommend the functions that require expert project management (for example, vendor selection, field inspections, programming, acceptance testing, etc.) and which functions could be outsourced,

provided by the vendor, or should be handled by FW staff. This plan will be revised once a vendor is selected, and the particulars of the system are known.

TASK 7 DELIVERABLES

1. Initial project implementation plan/schedule

Task 7 deliverable due seventy-five (75) business days from the date of notice to proceed.

TASK 8: FEASIBILITY STUDY REPORT & BOARD PRESENTATION

Contractor will develop a comprehensive Feasibility Study Report and accompanying presentation that document our findings, a decision matrix of alternatives and factors considered, and the recommended metering strategy for FW. Contractor will conduct up to two review sessions with FW upon delivery of the Draft Feasibility Study to review findings, address questions, and incorporate feedback. The Final Feasibility Study will integrate FW's input to ensure alignment with FW priorities. Additionally, Contractor will prepare and deliver a Board presentation summarizing key findings, the evaluation process, and the recommended strategy. The presentation will provide clear rationale for the proposed approach, equipping the Board with the necessary information for decision-making.

TASK 8 DELIVERABLES

1. Draft/Final Feasibility Study report (*.doc)
2. Fairfax Water Board presentation (*.ppt)

Task 8 deliverables due one hundred and fifteen (115) business days from the date of notice to proceed .

TASK 9: PROJECT MANAGEMENT

Contractor will provide structured project management to ensure that the project components are executed in a timely, organized fashion and completed to the project scope and expectations. The Contractor PM will provide continuous communication and documentation throughout the project to keep involved parties informed of updates, changes, and developments. Project management activities will include:

- Develop and maintain the overall project schedule
- Work with project participants to monitor progress and adjust the work plan as needed
- Schedule and facilitate regular project progress and other meetings
- Create project status reports as required with input from Fairfax
- Track and report on project budget

Project timeliness, quality, and costs are measures of success and satisfaction. As such, Contractor uses a quality-monitoring process where Contractor senior management monitors adherence to timeliness, quality, and project costs to ensure success. Our PM will also manage and maintain the Microsoft SharePoint website for collaboration, including calendaring, contacts,

document repositories, etc. Contractor will use web-based meeting applications for remote meetings, as appropriate.

TASK 9 DELIVERABLES

1. Project status reports
2. Project schedule
3. Develop and maintain risk register
4. SharePoint setup and administration

Task 9 deliverables due one hundred seventy-five (175) business days from the date of notice to proceed.

TASK 10: FINANCIAL ANALYSIS AND PRESENTATION

Financial analysis is a cornerstone of technology project planning, providing a long-term outlook on capital investment, ongoing costs, and quantifying the anticipated impact on operational efficiencies. Contractor will gather preliminary cost data and benefit assumptions, working closely with Fairfax Water to incorporate real-world operational cost insights. Contractor will collaborate iteratively with staff to ensure all assumptions are grounded in actual utility operations. Building on cost data and benefits estimates identified in prior tasks, Contractor will develop a robust financial model to evaluate key technology and deployment scenarios. Our model incorporates numerous variables—including project phasing, inflation rates, labor and equipment costs, asset lifespan, and deployment timelines—to ensure accuracy and reliability. A typical model includes 200– 300 discrete inputs (or more, depending on project complexity) to deliver a comprehensive financial assessment. By leveraging our experience with past vendor proposals and contracts, Contractor have produced engineer’s estimates that typically fall within 5% – 7% of actual project costs, accounting for those line items necessary to fulfill the project and ensuring a well-informed understanding of the underlying return on investment (ROI).

TASK 10 DELIVERABLES

1. Draft and final financial metrics, direct, and indirect benefits, and scenario analysis results (*.xls)
2. Fairfax Water Board Presentation (.ppt)

Task 10 deliverables due one hundred and seventy (170) business days from the date of notice to proceed.

2. SECTION 2 - OPTIONAL TASKS

OPTIONAL TASK 1: USE CASE REVIEW AND PRIORITIZATION

Contractor will host up to three (3) workshops with FW to review, prioritize, and summarize those use cases that can support FW goals and objectives as well as other desired use cases for AMI implementation. Our starting list includes use cases outlined by the National Institute of Standards and Technology (NIST), the American Water Works Association (AWWA), and other

industry working groups. Contractor also uses insights from our past and present projects. With input from stakeholders across FW organizations, our team will suggest relevant applications of meter data and system event information. Contractor will work with the FW team to understand the possible applications for meter data to support operational analysis and beyond. Through this effort, our team will identify the appropriate technology, add-on applications, or additional data integrations related to the program. Contractor will use discovery information compiled about FW to customize and group relevant use cases by specific business process, domain, and user roles that will interact for each specific outcome as defined in the use case. Contractor will work with the FW team to relate each use case to the desired business requirements to answer the “How?” for achieving strategic goals and objectives. This task serves as the basic building block for working towards functional and business requirements for FW program. Contractor will also produce a summary outlining the high-priority or high-interest use cases to be included in the Feasibility Study. The summary will include the following specifications:

1. **Description:** a summary description of the use case
2. **Owner(s):** which department / business unit representative is the owner of the use case
3. **Strategic/Business Drivers:** a summary of the strategic and business objectives the use case will support
4. **New / Modified Technologies:** a summary of the new technologies, new integrations, or modifications to existing technologies or integrations needed to support the use case
5. **Constraints/Dependencies/Risks:** factors that may impact implementation effort, timeline, or benefits

OPTIONAL TASK 2: STAKEHOLDER ANALYSIS

Participation requirements are not the same for each stakeholder associated with the project. Participation expectations depend on the degree of a project stakeholder’s direct or indirect involvement. Stakeholders usually have many and varied expectations. Without mapping their influence and interest in the project, it can be difficult to know how to effectively communicate with them and keep them engaged. Clearly understanding FW project stakeholders can help you gain buy-in and execute FW project more effectively. It can also help you gain more support and resources, increase project visibility, and prevent costly roadblocks later in the project cycle. Contractor can host two (2) interactive stakeholder virtual mapping sessions with you to properly identify who needs to be involved or informed as well as the level of support for the project and how each stakeholder may help or hinder the project team. Contractor will then use this information to build out a stakeholder analysis that will provide the project team with valuable information to help Fairfax Water fulfill the requirements of FW stakeholders. Successfully achieving genuine change takes powerful guiding teams; this is why Contractor works with you to construct guiding teams using the information gathered from the stakeholder mapping sessions.

OPTIONAL TASK 3: DRAFT AMI STAFFING PLAN

In addition to Core Task 6 above, which identifies who does what, this optional task is a deeper dive into staffing gaps, additions, etc. Contractor will work with the FW team to develop a draft AMI program- specific staffing plan that identifies the overall strategy to facilitate AMI implementation as well as the ongoing operations and maintenance of the AMI system post deployment. Because you do not have a technology selected at this time, Contractor will

develop a draft plan to be updated once the AMI technical solution has been selected. Contractor will also help the team analyze new skill sets needed (e.g., computer application skills) for AMI project-impacted positions (e.g., meter readers and technicians) and identify major gaps with existing job qualifications. Specific skill sets, tasks, and time commitments by role type will be outlined in the plan. Contractor will lead the team in discussions about maintaining the AMI field network, hardware, and software systems, as well as responding to the events, alarms, and meter communications generated by the AMI system and utilizing data transmitted to the AMI headend system and/or Meter Data Management System (MDMS) as applicable. This will enable FW to gain a deeper understanding of the tasks that will be required and lead to recommendations about who will perform these tasks.

OPTIONAL TASK 4: PROCUREMENT SUPPORT

- 4.1 Procurement Strategy:** Develop a procurement strategy to accomplish utility project goals and favorable pricing
- 4.2 RFP Development:** Develop publish ready RFP with requirements and cost workbooks custom made and aligned to utility goals
- 4.3 RFP Administration:** Support Assist in pre-proposal meeting agenda and support, addenda answers.
- 4.4 Response Evaluation:** Support Help evaluate with proposal summary comparisons, cost normalization, requirements comparisons, shortlist interviews reference checks, evaluation summaries. Provide BAFO support.
- 4.5 Vendor Negotiations:** Develop customer performance and payment criteria to ensure vendor payments are aligned with their performance; complete vendor SOW for equipment and services, warranties, and remedies.
- 4.6 Project Management:** Maintain overall project scope, schedule, budget and report on status; ensure project risks are identified, analyzed, tracked, and resolved; establish and administer a project SharePoint site.

ASSUMPTIONS FOR OPTIONAL TASKS

1. The optional feasibility tasks are based on a typical engagement and are subject to a detailed scope review with Fairfax Water.
2. The procurement tasks are based on an engagement of up to 18 months' total timeline and subject to a detailed scope review with Fairfax Water.

**CONTRACT 2025-087
EXHIBIT B
COMPENSATION SCHEDULE**

**1. CORE TASKS – ADVANCED METERING INFRASTRUCTURE (AMI)
EVALUATION, FEASIBILITY STUDY AND BUSINESS CASE DEVELOPMENT**

TABLE 1.1

Task	Description	Total Per Task
1	Project Kickoff and Mobilization	\$ 7,767.00
2	Technology Education and State of the Industry	\$ 5,166.00
3	Program Goals	\$ 4,104.00
4	Discover and Gap Analysis	\$ 37,440.00
5	IT/OT Systems Analysis	\$ 12,744.00
6	Process and Organizational Impacts	\$ 27,036.00
7	Project Implementation Plan	\$ 7,470.00
8	Feasibility Study Reports and Board Presentation	\$ 18,864.00
9	Project Management	\$ 12,816.00
10	Financial Analysis and Presentation (Business Case)	\$ 26,344.00

**2. OPTIONAL TASKS - EVALUATION/ FEASIBILITY STUDY AND BUSINESS
CASE DEVELOPMENT**

TABLE 2.1

Optional Task	Description	Estimated Price Per Task
1	Use Case Review and Prioritization	\$ 15,696.00
2	Stakeholder Analysis	\$ 12,510.00
3	Draft AMI Staffing Plan	\$ 10,116.00

Estimated Price Per Task shown in Table 2.1 is an estimate for optional evaluation/ feasibility study and business case development tasks. Pricing is based on a typical engagement and is subject to a detailed scope review with Fairfax Water.

3. OPTIONAL TASKS - PROCUREMENT SUPPORT

TABLE 3.1

Task	Description	Estimated Price Per Task
4.1	Procurement Strategy	\$ 12,312.00
4.2	RFP Development	\$ 14,220.00
4.3	RFP Administration	\$ 12,240.00
4.4	Response Evaluation	\$ 59,274.00
4.5	Vendor Negotiations	\$ 49,680.00
4.6	Project Management	\$ 33,174.00

Estimated Price Per Task shown in Table 3.1 is an estimate for optional procurement support tasks. Pricing is based on an engagement of up to 18 months total timeline and subject to a detailed scope review with Fairfax Water.

CONTRACT 2025-087
EXHIBIT C
CERTIFICATE OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/8/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER RBN Insurance Services 303 E Wacker Dr Ste 650 Chicago IL 60601	CONTACT NAME: Telisa Gibson PHONE (A/C No. Ext): 312-856-9400 FAX (A/C No): 312-856-9425 E-MAIL ADDRESS: tgibson@rbninsurance.com
INSURER(S) AFFORDING COVERAGE	
INSURER A : Hartford Fire Insurance Co.	NAIC # 19682
INSURER B : Trumbull Insurance Company	27120
INSURER C : Hartford Casualty Insurance Co	29424
INSURER D : Scottsdale Insurance Company	41297
INSURER E : Underwriters at Lloyds	15792
INSURER F :	

INSURED ESOURCE-01
 E Source Companies LLC dba ES Energy Consulting ULC
 Excergy Corporation
 3020 Carbon Place, Suite 300
 Boulder CO 80301

COVERAGES **CERTIFICATE NUMBER: 587323996** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XCU <input checked="" type="checkbox"/> Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		83UUNBM5WWW	6/14/2025	6/14/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED HIRED <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED <input checked="" type="checkbox"/> AUTOS ONLY <input checked="" type="checkbox"/> AUTOS ONLY			83UENBG3L2R	6/14/2025	6/14/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			83RHUBP3ZPX	6/14/2025	6/14/2026	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR PARTNER/EXECUTIVE OFFICER MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	83WEBG3L3G	6/14/2025	6/14/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E D A	Technology (Cyber) & E&O Excess E & O & Technology (Cyber) Crime			APT1237925 EKS3577683 10 KB 0778860-25	6/14/2025 6/14/2025 6/14/2025	6/14/2026 6/14/2026 6/14/2026	Each Claim/Aggregate Each Claim/Aggregate Limit 5,000,000 5,000,000 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 * Technology, E&O & Cyber Retroactive Date: Full Prior Acts*

Fairfax Water, and its officers, elected and appointed officials, employees, and agents are listed as additional insured with respect to the General Liability as required by written contract or agreement. 30 Day Notice of Cancellation applies

CERTIFICATE HOLDER Fairfax County Water Authority 8570 Executive Park Ave Fairfax VA 22031	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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CONTRACT 2025-087**EXHIBIT D****DOCUMENT SECURITY LICENSE AND NON-DISCLOSURE AGREEMENT**

THIS DOCUMENT SECURITY LICENSE AND NONDISCLOSURE AGREEMENT, made on this _ day of July 2025 (the "Effective Date"), by and between the Fairfax County Water Authority, 8570 Executive Park Avenue, Fairfax, VA 22031, and hereinafter called "Fairfax Water," and E Source Companies, LLC, 8030 Carbon Place, Suite 300 Boulder, CO 80301 and hereinafter called "Licensee," recites and provides as follows:

Recitals

Fairfax Water owns and holds proprietary rights to the Confidential Information (as defined below). Fairfax Water wishes to grant the Licensee a non-transferrable, non-exclusive, limited and revocable license to use the Confidential Information in connection with Licensee's performance of the Services (as defined below), and Licensee wishes to accept such a license, all on the terms and in accordance with the conditions set forth in this Agreement.

Agreement

NOW THEREFORE, in consideration of the covenants and agreements contained herein and for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged) the parties hereto agree as follows:

Section 1 - Definitions:

"Confidential Information" means and includes all documents, drawings, specifications, field data, electronic and other materials and records (regardless of form or format) provided by Fairfax Water to the Licensee in connection with the Licensee's performance of the Services including, but not limited to data, files, emails, shapefiles, databases (geospatial and non-geospatial), spreadsheets, tabular lists, and metadata. Certain items of Confidential Information are identified in RFP 25-005.

"Services" means the services provided by a prime and/or subcontractor related work for the Advanced Metering Infrastructure (AMI) Evaluation/Feasibility Study and Business Case Development that is the subject of Fairfax Water's RFP 25-005.

Section 2 – Grant of License:

Subject to the terms and conditions set forth in this Agreement, Fairfax Water hereby grants to the Licensee, and the Licensee hereby accepts, a non-transferable, non-exclusive, limited and revocable license to use the Confidential Information during the Term (as defined in Section 7 below) for the sole purpose of performing the Services. The Licensee shall not assign, sell, sublease, transfer or otherwise convey this Agreement, the license granted hereunder, or any other right or obligation hereunder, unless authorized in advance and in writing by Fairfax Water to do so.

Section 3 – Confidentiality and Restrictions on Use:

- A. The Licensee hereby covenants and agrees that, except as otherwise expressly permitted herein: (a) the Licensee will only use the Confidential Information for performance of the Services and not for its own benefit or for any other purpose; (b), Confidential Information will maintained by the Licensee as confidential and only be disclosed on a "need-to-know" basis to individuals who have been apprised of the confidential nature of the information, who are employees, consultants, or subcontractors of the Licensee, and who are bound to the Licensee by obligations of confidentiality that are no less restrictive than those contained herein (such individuals, employees, consultants, and/or subcontractors to be sometimes collectively referred to herein as the "Authorized Representatives"), (c) the Licensee will handle and protect the Confidential Information using the same internal security procedures and degree of care regarding confidentiality as similar information belonging to the Licensee (but not less than reasonable care); (d) the Licensee will not disclose, publish, or provide access to the Confidential Information to any person, firm, corporation, or other organization without the prior written consent of Fairfax Water, except as expressly permitted in this Agreement.

Section 4 – Ownership and Rights to Use Confidential Information:

- A. The Confidential Information, and all intellectual property rights embodied in such Confidential Information, will remain the property of Fairfax Water. This Agreement and the disclosure of the Confidential Information to the Licensee hereunder (a) creates only a limited and revocable license to use such information solely for the performance of the Services by the Licensee; (b) will not be construed as granting or conferring any express or implied right, license, or authority in or to Fairfax Water's other proprietary information, except the limited right to use Confidential Information

as authorized by this Agreement; and (c) will not grant or create any express or implied right, license, conveyance, or authority in or to any of Fairfax Water's patents, copyrights, trademarks, trade secrets, or other intellectual property rights.

- B. Notwithstanding any provision hereof to the contrary, the Licensee may disclose Confidential Information if and to the extent required of it by applicable judicial or other governmental order, provided that the Licensee first provides reasonable notice to Fairfax Water (to the extent legally permitted) prior to such disclosure and the Licensee complies with any applicable protective order or equivalent.
- C. The Licensee will require its employees, consultants, and subcontractors to abide by the Fairfax Water Document Security License and Non-Disclosure Agreement prior to dissemination of any Confidential Information to such employees, consultants, and subcontractors.
- D. Record Keeping

Licensee and its employees, consultants, and subcontractors must maintain a list of all entities to which the Confidential Information is disseminated, in accordance with sections 2 and 3 of this clause. This list must include at a minimum: (1) name of federal, state, or local government, entity, utility, or firm to which the Confidential Information has been disseminated; (2) the name of the individual at the entity or firm who is responsible for protecting the Confidential Information, with access strictly controlled and limited to those individuals having a legitimate business need to know such information; (3) contact information for the named individual and (4) a description of the Confidential Information provided. Once "as-built" drawings are submitted, the Licensee must collect all lists maintained in accordance with this clause, including those maintained by any subcontractors or suppliers, and submit them to Fairfax Water's Resident Engineer in Charge of Design and/or Construction.

Section 5 – Indemnity by Licensee; Obligation to Notify and Assist Fairfax Water of Unauthorized Disclosure:

The Licensee will indemnify and hold Fairfax Water harmless for and against any third party claim asserted against Fairfax Water to the extent caused by a breach of this Agreement by the Licensee or any of its Authorized Representatives. The Licensee will notify Fairfax Water immediately, in the manner prescribed in Section 7 hereof, upon discovery of any unauthorized access, use, and/or disclosure of the Confidential Information whether by the Licensee, any Authorized Representative, or any third party, or any other breach of this Agreement. The Licensee will cooperate with Fairfax Water in every reasonable way to help Fairfax Water regain possession of the Confidential Information and prevent its further unauthorized access, use, or disclosure including but not limited to pursuing court proceedings to restrain the Licensee's Authorized Representatives, employees, consultants, or agents, or any third party from unauthorized use or disclosure of Confidential Information.

Section 6 – Incidents:

Every improper access, use, and/or disclosure of Confidential Information must be immediately reported to Fairfax Water in the manner prescribed in Section 7 below.

Section 7 - Notices:

Except for notices required or permitted under Sections 5, 6, or 8 of this Agreement, any notice provided under or in connection herewith must be in writing and must be: (a) delivered in person; (b) sent by first class mail, or registered mail; or (c) sent by nationally-recognized overnight courier, in each case posted to the appropriate address set forth in the first paragraph of this Agreement and to the attention of the individuals whose names are set forth below:

For Fairfax Water: Attention: Elizabeth B. Dooley, CPPO, CPPB
Edooley@fairfaxwater.org (email)

For Licensee: Attention: Jeremy Klingel
(email) Jeremy.klinge@esource.com

Any notice required or permitted under Sections 5, 6 or 8 of this Agreement will be transmitted by or on behalf of the party giving notice as follows: (i) immediately, to the e-mail address designated above for receiving party; and (ii) promptly thereafter, to the physical address for the receiving party in the manner specified in the first sentence of this Section 7. Either party may change its address for notices hereunder by sending notice to the other party in the manner specified this Section. Notices will be considered to have been given at the time of actual delivery in person, by fax, or by e-mail, three (3) business days after deposit in the mail as set forth above, or one (1) business day after delivery to a nationally-recognized overnight courier service for next-day delivery.

Section 8 – Term and Termination:

Unless terminated sooner in accordance with this Section, the term of this Agreement (the "Term") will commence on the Effective Date and will remain in effect until final completion of the Services by the Licensee; provided, however, that notwithstanding the expiration of the Term or other termination of this Agreement, the Licensee will continue to be bound by all confidentiality restrictions and limitations of this Agreement so long as Licensee remains in possession of any Confidential Information. If Licensee fails to comply with any provision of this Agreement, then Fairfax Water will have the right to terminate this Agreement by sending written notice of termination to the Licensee. Any such termination will be effective immediately upon receipt by the Licensee of Fairfax Water's notice of termination. Upon the expiration of the Term or other termination of this Agreement, the Licensee immediately will cease using the Confidential Information for any purpose and will, at Fairfax Water's option and written request: (a) promptly return all originals, copies, reproductions and summaries of the Confidential Information, and notes made therefrom; or (b) certify destruction of the same in a secure manner so as to make inadvertent recovery impossible and intentional recovery impractical.

Section 9 – NO WARRANTY; DISCLAIMER OF LIABILITY; WAIVER OF CLAIMS:

- A. FAIRFAX WATER MAKES NO EXPRESS OR IMPLIED WARRANTIES OR REPRESENTATIONS OF ANY KIND, STATUTORY OR OTHERWISE, WITH RESPECT TO THE CONFIDENTIAL INFORMATION, THE CONFIDENTIAL INFORMATION'S CONTENT, ACCURACY, COMPLETENESS, PERFORMANCE, OR THE RESULTS TO BE OBTAINED FROM QUERIES OR USE OF THE CONFIDENTIAL INFORMATION, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY, QUALITY, AND FITNESS FOR A PARTICULAR PURPOSE OR THOSE ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE.
- B. This Section 9 will survive the expiration of the Term or other termination of the Agreement.

Section 10 – Interpretation of Confidential Information:

The Confidential Information has been developed and is maintained by Fairfax Water solely for and in connection with its operations and activities. The use or interpretation of the Confidential Information by Licensee or the Authorized Representatives is their sole responsibility. Fairfax Water does not provide interpretation services with respect to the Confidential Information.

Section 11 - Injunction Remedy and Attorneys' Fees; Exclusive Jurisdiction and Venue

The parties hereby acknowledge and agree that monetary damages will not be a sufficient remedy in the event of any unauthorized disclosure or use of Confidential Information and that, as such, Fairfax Water will be entitled, without waiving any other rights or remedies, to such injunctive or equitable relief as may be deemed proper by a court of competent jurisdiction. The Licensee agrees that the exclusive jurisdiction and venue for any action relating to or arising from this Agreement, or the enforcement of any rights thereunder, is either the Circuit Court of Fairfax County, or the United States District Court for the Eastern District of Virginia (Alexandria Division), and Licensee hereby waives any and all objections to jurisdiction or venue in those courts. The Licensee hereby waives any requirement for the posting of a bond or other security by Fairfax Water in connection with any such proceeding. In the event that any suit or action is filed to enforce any rights arising from or relating to this Agreement, then the prevailing party in any such action or suit shall be entitled to recover its reasonable attorneys' fees and litigation expenses (including but not limited to expert witness fees and other usual and customary expenses incurred by trial counsel in commercial litigation), as well as all court costs.

Section 12 - Hardware and Software:

The Licensee, at its own expense, shall provide all necessary hardware, software and equipment needed to access and use the Confidential Information.

Section 13 - Governing Law:

This Agreement, its construction, and all rights, remedies and causes of action arising from or relating to it, including any that may be asserted in any action or suit referred to in Section 11 of this Agreement, shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia, without reference to conflict of laws principles.

Section 14 - Entire Agreement:

This Agreement constitutes the entire agreement between the parties regarding its subject matter, and merges all prior discussions between them regarding the Confidential Information and the license granted hereunder. This Agreement may not be modified except by a later written agreement signed by both parties. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together will constitute one and the same original instrument. No provision of this Agreement shall be deemed waived by any act or acquiescence on the part of either party unless expressly agreed to in writing and signed by an authorized representative thereof. No waiver of any provision of this Agreement shall constitute a waiver of any other provision(s) or of the same provision on another occasion. Each of the parties, by signing below, represents to the other party that it, he or she has the authority to bind the named person or entity to this Agreement.

Section 15 – Waiver of Jury Trial:

The parties hereby waive any right they may have to a trial by jury in connection with the resolution of any action or suit arising from or relating to this Agreement, including any action or suit referred to in Section 11 of this Agreement.