

AGREEMENT FOR SERVICE

THIS AGREEMENT is effective on the 15th day of July 2016, by and between the FAIRFAX COUNTY WATER AUTHORITY, a political subdivision of the Commonwealth of Virginia, hereinafter referred to as "FW", and Gannett Fleming, Inc. hereinafter referred to as the "Consultant" (collectively referred to as the "parties").

WITNESSETH:

In consideration of the mutual covenants set forth herein, the parties agree as follows:

The Consultant shall provide Dam Engineering Services in accordance with the following, in order of precedence: this Agreement for Service ("Agreement" or "Contract"); the Consultant's proposal dated April 14, 2016; and FW's Request for Proposal dated March 28, 2016 (including all addenda) (incorporated by reference). In the event that the Consultant's proposal or FW's Request for Proposal contradict or limit this Agreement for Service, this Agreement shall prevail.

No representations, arrangements, understandings or agreements relating to the subject matter exist amongst the parties except as expressed in this Agreement.

1.0 SCOPE OF SERVICES

Work to be performed under this contract includes the following:

1.1 Description and Summary Requirements

Services include, but are not limited to, design engineering, regulatory consulting, dam safety/engineering inspections, geotechnical investigations, inundation studies, emergency planning, surveying and general dam safety consulting. Issues include, but are not limited to, regulatory compliance, maintenance, repair, rehabilitation, operation, condition monitoring, and other concerns that may be identified during routine and non-routine inspections. The services contemplated may include meetings and negotiations with Virginia Dam Safety Officials.

All work performed shall be assigned by means of formal Task Orders which will relate to individual projects and be issued in writing by FW from time to time during the Contract term. Each Task Order shall correspond to a clearly defined scope. The scope of work on each Task Order shall be negotiated and listed in hours by position (engineer, surveyor, draftsman, etc.). The Consultant will be compensated by multiplying the hours actually worked for each position with the rates negotiated prior to contract award and made part of the Contract Documents. FW reserves the right to issue no Task Orders, to perform the Work using in-house resources or other Consultants, or to otherwise assign work as it deems appropriate in accordance with

established procedures, all as determined to be in the best interest of FW. Any Task Order issued hereunder will include the scope of work and associated fee for each task. Examples of general Task Order types include the following:

- A. **Emergency Action Plan Exercises and Drills:** The Consultant shall work with FW staff to research, develop and implement Emergency Action Plan Exercises for the Occoquan Dams. These may include Tabletop, Functional and Full Scale Exercises as well as Annual Orientations and Drills.
- B. **Operation and Maintenance Plans:** The Consultant shall support FW staff in completing and implementing Operation and Maintenance (O&M) Plans.
- C. **Emergency Action Plans:** The Consultant shall provide support for developing and/or updating FW impounding structure emergency action plans. This may include but is not limited to:
 - 1. Conducting dam break analysis using HEC-GeoRAS or other available computer models.
 - 2. Preparing inundation zone and floodplain mapping in GIS format. The Consultant should understand current and proposed requirements of the Virginia DCR.
- D. **Hydraulic and Hydrologic Expertise:** The Consultant shall provide expertise and guidance on issues related to the capacity of the spillway, downstream erosion or energy dissipation issues, outlets, or other hydraulic issues associated with the dam structure. The Consultant shall also provide expertise in inundation modeling and mapping.
- E. **Regulatory Support:** As needed, the Consultant shall assist FW with Virginia DCR Operation and Maintenance Certificates for the Upper and/or Lower Occoquan Dams. Activities may include but are not limited to performing studies, updating plans and other documents, addressing inquires, and documenting information.
- F. **Dam Safety Management Practices:** As needed, the Consultant shall assist FW with identifying dam safety best practices for activities that may impact impounding structures. This includes, but is not limited to, evaluation of geotechnical, seismic, and blasting activities to avoid impact on nearby impounding structures.
- G. **General Impounding Structure Engineering Support:** The Consultant shall provide general consulting engineering support for impounding structure issues or concerns related to FW facilities. This may include but is not limited to concerns or corrective action needs that arise as a result of periodic inspections and annual reviews, updates of plans and other documents, and design work in support of these activities.

1.2 FW's Responsibilities

- A. FW will designate in writing a person to act as FW's representative with respect to the services to be rendered under the Contract. In the event that a representative is not so designated within 30 days after the date of the Contract, such representative will be deemed to be FW's Director of Planning & Engineering. Such person will have complete authority to issue Task Orders, transmit instructions, and receive information with respect to the successful Consultant's services on the Project.
- B. FW will, in a timely manner, make available to the successful Consultant, to the extent it is in the possession of FW, all information pertinent to the Project or Task Order, including previous reports and any other data relative to design or construction of the Project, including, as may be applicable and without limitation, the following:
 - 1. Data prepared by or services of others, including without limitation, borings, probing and subsurface explorations, hydrographic surveys, laboratory tests and inspections of samples, materials and equipment;
 - 2. Environmental assessments;
 - 3. Property, boundary, easement, right of way, topographic and utility surveys;
 - 4. Property descriptions;
 - 5. Zoning, deed and other land use restrictions; and
 - 6. For existing facilities: reports, construction documents, operations data, maintenance logs and other pertinent data.
- C. In providing the foregoing information, FW makes no representation or warranty about its accuracy or completeness. The Consultant shall make such investigations and inquiries as it deems necessary in order to verify the accuracy and sufficiency of any such information.

2.0 TERMS AND CONDITIONS

This Agreement is subject to the following Terms and Conditions:

2.1 Access to Documents

FW and its duly authorized representatives (each, an "Auditing Party") will, at any time and from time to time during the term of the Contract and until the date that is three years after the date on which final payment has been made thereunder and all other pending matters have been resolved, have access to all Project Documents in the possession, custody, control or ownership of the Consultant for

purposes of performing an audit, examination, excerpt and/or transcription. The Project Documents (as defined in Section 2.23 below) will include, but will not be limited to: job diaries, bid proposal worksheets, subcontracts, purchase orders, daily reports, invoices, scheduling materials, financial and accounting records, internal memoranda, notes and other documents, records and materials relating in any way to the Project; provided, however, that the term "Project Documents" will in no event be construed to include documents, records or other materials protected by the attorney-client privilege. The Consultant hereby covenants and agrees that, within 10 days after the Consultant receives written notice from an Auditing Party, it will:

- A. Make the Project Documents available for inspection and copying during the Consultant's regular business hours by such Auditing Party, with copies being provided at a reasonable cost payable by the Auditing Party; and
- B. Deliver to the Auditing Party an index of all documents and materials which the Consultant claims are protected by the attorney-client privilege, stating for each such document the addressee(s), the author(s), any other recipients, the date, length (if applicable), the type of document or material, and a description of the subject matter sufficient to assess the applicability of the claim of privilege without revealing information itself privileged. Any failure on the part of the Consultant to comply with the provisions of this Section will constitute a breach of the Contract and, regardless of whether such failure occurs during the term of the Contract, or within the three year period commencing on the date of final payment hereunder, will constitute sufficient grounds for debarment of the Consultant. The Consultant hereby agrees that it will pay and be responsible for all costs and expenses (including court costs and attorney's fees) incurred by an Auditing Party in enforcing this provision.

2.2 Antitrust

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

2.3 Annual Economic Price Adjustment

A. Consultant may submit a request for an economic price adjustment once annually for each renewal year. Economic price adjustments will be limited to the increase specified in the Consumer Price Index –Urban for the 12-month period ending 90 days prior to the end of the then current contract year. As employed herein, the term "Consumer Price Index" will mean the Consumer Price Index for all Urban Users for the Metropolitan Washington DC area as published by the Bureau

of Labor Statistic, US Department of Labor. No other economic price adjustments will be allowed.

B. The request for an economic price adjustment will be in writing and will include at a minimum the cause for the adjustment; and the amount of the change request with documentation to support the requested adjustment (i.e. appropriate BLS, Consumer Price Index (CPI-U)).

C. Negative BLS index: If the agreed upon index is a negative number, then the Consultant will, upon notice by FW, immediately reduce contract rates by the corresponding amount for the subsequent renewal year.

2.4 Assignment of Interest

The Consultant will not assign any interest in any resulting Contract and will not transfer any interest in the same without prior written consent of FW, which FW will be under no obligation to grant.

2.5 Authorization to Transact Business in Virginia *

Each Consultant that is organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership, or registered as a registered limited liability partnership hereby represents and warrants as follows: (a) it is authorized to transact business in the Commonwealth of Virginia as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Virginia Code, or as otherwise required by law; and (b) it will not allow its existence to lapse or its certificate of authority or registration to transact business in Virginia, if so required under Title 13.1 or Title 50 of the Virginia Code, to be revoked or cancelled at any time during the term of this Contract.

2.6 Availability of Funds *

It is understood and agreed between the parties hereto that FW will be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this Contract.

2.7 Compliance with Laws

The Consultant hereby represents, warrants, covenants, and agrees as follows:

- A. It is qualified to do business in the Commonwealth of Virginia and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified;
- B. It is not in arrears with respect to the payment of any monies due and owing FW, the Commonwealth of Virginia, or any department or unit thereof, including but not limited to the payment of taxes and employee benefits, and that it will not become in arrears to any such entity during the term of this Contract;

- C. It will comply with all federal, state and local laws, regulations, and ordinances applicable to its activities and obligations under this Contract; and
- D. It will obtain at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary for the lawful performance of its obligations under this Contract.
- E. The Consultant hereby covenants and agrees to comply with all federal, state and local laws, rules, regulations, guidelines, and orders applicable to the Project and/or the work and services to be performed hereunder (collectively referred to herein as the "Applicable Laws").
- F. The parties hereby acknowledge and agree that all provisions required by any Applicable Law to be set forth in this Request for Proposals will be deemed to have been included herein as if, and to the same extent as though, such provisions were to have been set forth in the Request for Proposals in their entirety.

2.8 Consultant's Representations

A. The Consultant represents and warrants to FW that it is a duly organized and licensed entity that employs qualified and experienced personnel who specialize in performing the type of engineering services required hereunder. The Consultant covenants and agrees to provide a sufficient number of personnel (hereinafter referred to as the "Project Team") who are suitably qualified and experienced and who are in all respects acceptable to FW to perform the Work in an efficient and timely manner. Individual members of the Project Team and their normal work location will be identified by the Consultant in its Proposal and incorporated by reference in the Agreement. The Project Team may not be replaced, substituted or relocated for so long as they remain in the employ of the Consultant, without the prior written consent of FW. The Consultant covenants and agrees that, for so long as they are in the employ of the Consultant, members of the Project Team will be readily available to perform the Work as required by FW.

B. The Consultant covenants and agrees to provide engineering services in accordance with generally accepted and currently recognized engineering practices, procedures and principles, and to exercise the same professional standard of care and of quality as is customarily exercised under similar circumstances by professional engineers providing services in the Washington, D.C., metropolitan area. The Consultant additionally covenants and agrees to diligently and conscientiously devote its resources to the performance of the Work during the term of the Contract.

C. The representations and warranties of the Consultant contained in the Contract Documents will survive the execution of the Contract.

D. No third party is entitled to rely on any of the representations, warranties and agreements of FW and the Consultant contained in the Contract Documents. FW

and the Consultant assume no liability to any third party because of any reliance on the representations, warranties and agreements of FW and the Consultant contained in the Contract Documents.

2.9 Contract Changes or Amendments

No verbal agreement or conversation with any officer, agent or employee of FW either before or after the execution of any Contract will affect or modify any of the terms, conditions, specifications, or obligations contained herein, or any resulting Contract. No alterations to the terms and conditions of the Contract or any Task Order will be valid or binding upon FW unless made in writing and signed by duly-authorized representatives of the Consultant and FW.

2.10 Contractual Disputes *

A. Contractual claims, whether for money or for other relief, will be submitted in writing not later than 60 days after final payment; provided however, that written notice of the Consultant's intention to file such claim must:

1. Be delivered to the attention of FW's Procurement Program Lead Buyer and Director of Planning & Engineering not later than five days after the occurrence or of the beginning of the Work upon which the claim is based; and
2. Contain a reasonably detailed description of the basis of the claim otherwise the claim will be deemed to have been waived. FW will make a written decision upon any such claim within 60 days after submittal of the claim. The Consultant will not institute legal action prior to receipt of FW's decision on the claim unless FW fails to render such decision within 90 days after submittal of the claim. The decision of FW will be final, unless the Consultant initiates legal action as provided in Section 2.2-4364 of the Virginia Code. Failure of FW to render a decision within 90 days will not result in the Consultant being awarded the relief claimed, nor will it result in any other relief or penalty. The sole result of FW's failure to render a decision within the time allotted will be the Consultant's right to immediately institute legal action. No administrative appeals procedure pursuant to Section 2.2-4365 of the Virginia Code has been established for contractual claims under this Agreement.

B. No claim of any nature will be made against FW by or on behalf of a subcontractor unless the Consultant has first: (a) evaluated such claim thoroughly and determined it to be meritorious; (b) issued a written notice to the subcontractor finding the subcontractor's claim to be meritorious and setting forth any additional compensation or additional days to be paid or granted to the subcontractor on account of such claim; and (c) paid the subcontractor in full for such claim. In presenting such a claim, the Consultant will provide FW with a copy of the written notice to the subcontractor and with evidence of payment in full of the subcontractor's claim. No such claim will exceed the amount actually paid to the subcontractor.

2.11 Contract Term and Renewal

A. **Contract Term:** The Contract shall cover the period from August 1, 2016 through July 31, 2017 or when the cumulative total project fees incurred hereunder reach \$5,000,000, whichever occurs first. The Contract may be renewed for up to four additional one-year terms, at the sole option and discretion of FW. The initial term and any renewal terms will be collectively referred to herein as the "Contract Term."

B. **Renewal:** FW may elect to renew the Contract by issuing notice to the Consultant within 30 days prior to the expiration of the then-current term or as otherwise set forth below. Renewal will be at the then current rates, terms and conditions (see Section 4.3 Annual Economic Price Adjustments and Section 4.31 Price Firm Period). Failure to renew the Contract by the expiration date of the then current contract year will not automatically cancel the contract. FW may retroactively renew the contract at any time prior to the last day of the following contract year providing that FW has not formally canceled the contract.

C. The maximum billing for the engineering services performed during any contract year during which this Contract is in effect will be \$5,000,000. No unused amounts may be carried forward from one contract year to another contract year. Individual Task Orders will not exceed \$1,000,000.

2.12 Debarment Status

Neither the Consultant nor any officer or employee thereof shall have been or be debarred or suspended, or otherwise excluded from or ineligible for participation in, any public procurement activity of a nature similar to this Contract. The Consultant will not knowingly engage any subcontractor who has been debarred or suspended or who is otherwise excluded from or ineligible for participation in a public procurement activity and will include in each of its subcontracts and subcontractor agreements certifications on the part of its subcontractors that satisfy the requirements of this provision.

2.13 Drug-Free Workplace to be Maintained by Consultant *

During the performance of the Contract, the Consultant agrees to:

- A. Provide a drug-free workplace for the Consultant's employees;
- B. Post in conspicuous places, available to the Consultant's 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;
- C. State in all solicitations or advertisements for employees placed by or on behalf of the Consultant that the Consultant maintains a drug-free workplace; and

- D. 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.

2.14 Employment Discrimination by Consultant Prohibited *

A. During the performance of the Contract, the Consultant agrees as follows:

1. The Consultant will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Consultant. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

2. The Consultant, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, will state that such Consultant is an equal opportunity employer.

3. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation will be deemed sufficient for the purpose of meeting the requirements of this Section.

B. The Consultant will include the provisions of the foregoing paragraphs (A)1, 2 and 3 in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

2.15 Ethics in Public Contracting *

The Contractor hereby certifies that it has familiarized itself with Sections 2.2-4367 through 4377 of the Act ("Ethics in Public Contracting"), and that all amounts received by it and all actions by or on behalf of the Consultant, pursuant to a contract resulting from this solicitation, will be proper and in accordance therewith.

2.16 Notice of Required Disability Legislation Compliance *

FW is required to comply with State and Federal disability legislation: The Rehabilitation Act of 1973 Section 504, The Americans with Disabilities Act (ADA) for 1990 Title II and The Virginians with Disabilities Act of 1990.

Specifically, FW may not, through its contractual and/or financial arrangements, directly or indirectly avoid compliance with Title II of the Americans with Disabilities Act, Public Law 101-336, which prohibits discrimination by public entities on the basis of disability. Subtitle A protects qualified individuals with disability from discrimination on the basis of disability in the services, programs, or activities of all State and local governments. It extends the prohibition of discrimination in federally assisted programs established by the Rehabilitation Act of 1973 Section 504 to all activities of State and local governments, including

those that do not receive Federal financial assistance, and incorporates specific prohibitions of discrimination on the basis of disability in Titles I, III, and V of the Americans with Disabilities Act. The Virginians with Disabilities Act of 1990 follows the Rehabilitation Act of 1973 Section 504.

2.17 Governing Law; Venue; Waiver of Jury Trial *

Notwithstanding any provision to the contrary, this solicitation and any resulting Contract will be governed by and construed in accordance with the laws of the Commonwealth of Virginia, without reference to conflict of law principles. Any dispute arising hereunder that is not otherwise resolved by the parties will be resolved by a court of competent jurisdiction in the Commonwealth of Virginia. The Consultant and FW hereby waive any right such party may have to a trial by jury in connection with any such litigation.

2.18 Indemnification

The Consultant will indemnify and hold harmless FW and FW's members, officers, authorized representatives and employees from and against any and all claims, losses, liabilities, damages and expenses (including reasonable attorneys' fees and costs) arising out of or in connection with:

- A. any material breach of the representations, warranties, agreements and covenants of the Consultant contained in the Contract Documents;
- B. any injuries to persons or property caused by any negligent or wrongful act or omission of the Consultant or its subcontractors, subcontractors, employees, or other authorized representatives;
- C. any claims filed by the Consultant which are adjudicated in favor of FW; or
- D. any claims filed against FW by a subcontractor or employee of the Consultant.

2.19 Insurance

- A. The Consultant will procure and maintain at its own expense, throughout the duration of the Contract, insurance of such type and in such amounts as may be necessary to protect its interests and the interests of FW against hazards or risks of loss as hereinafter specified. All such insurance will be underwritten by responsible and solvent companies, acceptable to FW, and authorized to do business in the Commonwealth of Virginia. All insurance policies must be from insurers authorized to conduct business within the Commonwealth of Virginia and must have a Best's rating of at least A- and a financial size of class VIII or better in the latest edition of Best's Insurance Reports. Each such policy of insurance will contain a provision requiring that not less than 30 days written notice will be given to FW before any policy or coverage is canceled. Without limiting the requirements set forth herein, the insurance coverages will include a minimum of:

1. Worker's Compensation and Employer's Liability insurance as required by the Commonwealth of Virginia.
 2. Business Automobile and Vehicle Liability Insurance. This insurance will be written in comprehensive form and will protect the Consultant and FW against claims for injuries to members of the public and/or damages to the property of others arising from the Consultant's use of motor vehicles or any other equipment and will cover operation with respect to on-site and off-site operations. Such insurance coverage will extend to any motor vehicles or other equipment irrespective of whether the same is owned, non-owned, or hired. The limit of liability will not be less than a \$1,000,000 combined single limit, each accident.
 3. Commercial General Liability. This insurance will be written in comprehensive form and will protect the Consultant and FW against claims arising from injuries to members of the public or damage to property of others arising out of any negligent act or omission to act of the Consultant or of any of its agents, employees, or subcontractors. The limit of liability will not be less than \$1,000,000 combined single limit.
 4. Professional Liability Insurance. Unless otherwise expressly agreed in writing by the Consultant and FW, the Consultant will furnish professional liability insurance coverage, including errors and omissions, in an amount not less than \$2,000,000. Professional subcontractors will provide limits commensurate with the responsibilities of their work.
- B. The insurance coverage specified above will constitute minimum requirements and FW will be included as an additional insured in insurance coverages identified in Sections 4.22(A)(2) and (3).
- C. Within 15 days after the award of the Contract, or at least 15 days prior to the expiration of any certificate of coverage provided in connection with a multi-year contract, the Consultant will submit to the Procurement contact certificates of insurance evidencing the coverage specified above.
- D. FW may require such information from the Consultant as it deems necessary to assess the Consultant's financial ability to pay any deductibles under the foregoing policies of insurance.
- E. Nothing herein will be deemed to operate as a waiver of FW's sovereign immunity under the law.
- F. Computer Compatibility and Cyber Security Insurance**
- 1.FW currently uses AutoCAD 2013, ArcGIS and Microsoft Office 2010. All data will be provided to FW using the computer software products listed above or the most current version as directed by FW. Alternate products may be proposed provided that they are backward and forward compatible throughout

the term of the Contract. If the Consultant provides data that is or becomes incompatible, the Consultant will replace the data with data in a compatible format within three days of notification by FW. Because of the potential degradation of electronic medium over time, in the event of a conflict between any sealed original drawings and the electronic files, the sealed drawings will govern.

2. In addition to the mandatory insurance requirements set forth in this section, the following insurance coverage will be deemed to be included among the listing of required types of insurance coverage listed in Section 4.23(A): Cyber Security Liability Insurance Coverage: \$5,000,000 per occurrence.

2.20 No Employment of Unauthorized Aliens *

The Consultant hereby covenants and agrees that it does not, and will not during the term of the Contract, knowingly employ an unauthorized alien (as such term is defined in the federal Immigration Reform and Control Act of 1986).

2.21 Faith Based Organizations *

FW does not discriminate against faith-based organizations.

2.22 No Waiver or Estoppel

A. Failure by FW in any instance to insist upon observance or performance by the Consultant of any of the terms, conditions or provisions set forth in the Contract will not be deemed a waiver of any such terms, conditions or provisions. No waiver will be binding upon FW unless in writing and signed by FW, and any such waiver will be limited to the particular instance referred to in the written document memorializing the waiver. Neither any payment for, nor acceptance of, the whole or any part of the services by FW, nor any extension of time, will operate as a waiver of any provision of this Contract, nor of any power herein reserved to FW, or any right to damages herein provided, nor will any waiver of any breach of any Contract be held to be a waiver of any other or subsequent breach.

B. Neither FW, nor any officer, member or employee thereof, will be bound, precluded, or estopped by any action, determination, decision, acceptance, return, certificate, or payment made or given under or in connection with the Contract, at any time either before or after final completion and acceptance of the Work and payment therefor.

2.23 Ownership of Project Documents

All designs, drawings, specifications and other instruments of service created by or on behalf of the Consultant in connection with the Project, and any and all copyrights and other intellectual property rights therein (together referred to herein as the "Instruments of Service") will be deemed for all purposes to be the property

of FW. All other work products of the Consultant in connection with the Project and all documents and records in the possession, custody or control of the Consultant relating to the Project (together referred to herein as the "Project Documents") will be and will remain the property of the Consultant. Notwithstanding the foregoing, at any time during the term of the Contract and until the expiration of three years from the date of final payment hereunder, FW and its duly authorized representatives will have access to and will have the right to examine and copy the Project Documents as set forth in Section 2.1 above. Except as expressly set forth herein, this provision is not intended to and will not be construed to confer upon any person or entity that is not a party of the Contract any right of access to the Project Documents under statute or otherwise.

2.24 Payment

A. During the performance of the Work, the Consultant will prepare and submit to FW each month an invoice in an acceptable form (the "Invoice") describing the Work performed in the preceding month, the hours expended by employee, employee position, employee billing rate, billable costs, and the itemized Direct Expenses incurred (as such term is defined below). All Invoices will be transmitted in writing to FW's Accounts Payable Department with a copy to FW's Director of Planning & Engineering. The Invoice will be divided into parts consistent with the Scope of Work or Task Order to which it relates and will, where applicable, indicate a total part value, total invoice value and total billed-to-date value for each part. The Invoice shall include the Consultant's federal employer identification number. FW will pay an approved Invoice within 30 days after its receipt. Any amounts not paid when due will accrue interest at the rate of 1% per month.

B. Direct Expenses are those incurred by virtue of the Work and do not include those incidental to the normal conduct of business. Direct Expenses include, but are not limited to, authorized travel and subsistence (which will be limited to common carrier, coach class, and a per diem authorized in advance by FW), ground transportation, laboratory fees, computer charges, reproduction expenses, and special supplies. Reports, drawings and specifications prepared by the Consultant will be furnished to FW at the cost of reproduction. Reimbursement for ground transportation will be limited to the amount currently authorized for FW employees.

2.25 Payment Clauses Required in All Contracts *

A. Within seven calendar days after receipt of each payment from FW, the Consultant will:

1. Pay each Subcontractor an amount equal to the percentage of the Work attributable to such Subcontractor; or
2. Notify FW and the Subcontractor in writing of the intention to withhold all or part of the amounts due the Subcontractor, and state the reason for such withholding.

B. In the event the Consultant fails to submit a timely invoice, and that failure is due exclusively to the actions of the Consultant, each Subcontractor will have the right to be paid by the Consultant upon demand, the amounts due.

C. The Consultant shall pay interest on amounts owed to any Subcontractor which remain unpaid seven days after the Consultant's receipt of payment from FW, provided, however, that amounts owed any Subcontractor which have been withheld properly, pursuant to this Section, will not accrue interest. Interest on amounts due any Subcontractor and unpaid will accrue at the rate of .5% per month; provided, however that the Consultant's obligation to pay interest hereunder will in no event be construed to be an obligation of FW. No contract modification will be made, and no cost reimbursement claim will be submitted, for purposes of reimbursement for the interest charge.

D. The Consultant will include in each of its subcontracts agreements a provision requiring each of its subcontractors to include or otherwise be subject to the same payment and interest requirements with respect to each lower tier subcontractor.

E. Upon completion of the work or Task Order, Fairfax Water will prepare a Consultant evaluation reflecting the quality of the work performed. The evaluation will be provided to the Consultant for review and information.

F. Upon completion of the work, a final payment affidavit and release of claims form will be executed by the Consultant. FW will not process final payment until such documentation has been received.

2.26 Prohibition Against Contingent Fees

The Consultant warrants that he has not employed any company or person other than a bona fide employee working for the Consultant to solicit or secure this Agreement and that he has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Consultant any favor, commission, percentage, gift, or any other compensation contingent upon or resulting from the award or making of this or any other agreement. In the event of breach of this provision, FW will have the right to terminate this or any other agreement with the Consultant without liability, and, in its discretion, to deduct from amounts due under this Agreement, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration, as well as the cost of such recovery including, without limitation, reasonable attorney's fees.

2.27 Subcontractor Services

In the event that services of subcontractors are authorized in advance by FW for portions of the Work, the Consultant will be responsible for contracting for these services. In such event the Consultant will so notify FW in writing and identify such subcontractors that may be required. FW in its sole and absolute discretion, will have the right to determine whether subcontractors are to be used and must agree

with the rates to be paid to such subcontractors. FW reserves the right to reject any subcontractors proposed by the Consultant. In the event these subcontracted services are utilized and unless otherwise directed by FW, the Consultant shall obtain at least three proposals and furnish these proposals, with the Consultant's recommendation, to FW for its approval prior to engaging any subcontractor.

2.28 Tax Exemption *

FW is exempt from Federal Excise Taxes, Virginia State Sales and Use Taxes, and the District of Columbia Sales Taxes and Transportation Taxes. FW's tax exempt number is 54-6025290. The Consultant's obligation to pay any such taxes is not impacted in any way by its contractual relationship with FW.

2.29 Termination of Contract

A. Termination for Cause. In the event that the Consultant:

1. fails to perform the Work in accordance with the terms and conditions set forth in the Contract and does not cure such failure within three business days after receipt of written notice from FW specifying such failure;
2. otherwise fails to perform any material obligation set forth therein; or
3. becomes insolvent, is adjudicated bankrupt, makes an assignment for the benefit of creditors or enters into bankruptcy or dissolution proceedings, then FW, without prejudice to any other rights or remedies it may have at law or in equity, will have the right to terminate the Contract by issuing a written notice of termination to the Consultant. Such notice of termination will describe in reasonable detail the grounds for the termination and will take effect on the later of:
 1. the date specified as the effective date of termination in the notice; or
 2. if no such date is specified, the date of Consultant's receipt of such notice of termination, as determined in accordance with these Contract Documents.

If, after issuance of a notice of termination under this Section 2.29 (A), it is determined for any reason that cause for such termination did not exist, then the rights and obligations of the parties will be the same as if the notice of termination had been delivered under the provisions of Section 2.29 (B) hereof; provided, however, that the Consultant in such event will be deemed to have received seven days prior written notice of such termination. In such event, any compensation due the Consultant pursuant to Section 2.29 (B) will be offset by the cost to FW of remedying the default by the Consultant. The Consultant will in no event be entitled to receive any consequential damages or any anticipated profits with respect to Work not yet furnished to, and accepted by, FW as of the effective date of any such termination.

B. Termination for Convenience. FW will have the right to terminate the services of the Consultant at its own convenience for any reason or no reason upon seven days prior written notice to the Consultant. In the event of termination under this Section, the Consultant will receive compensation for all Work completed through the date of such termination; provided, however, that upon receipt of notice of termination the Consultant will, as soon as practicable, suspend all Work within its control (including Work performed by subcontractors or special contractors, if any) and will not incur any additional expense for which it seeks compensation. Furthermore, daily compensation for Work performed during the period between notice of termination and termination will in no event exceed: (i) the average daily compensation paid to the Consultant for Work performed during the three months immediately preceding the date of the notice of termination, or (ii) in the event the Contract is terminated prior to the date three months after the date of execution hereof, the average daily compensation paid to the Consultant for Work performed during the period beginning on the date hereof and ending on the date immediately preceding the date of the notice of termination.

2.30 Successors and Assigns

The Contract will not be assigned, sublet or transferred, in whole or in part, by operation of law or otherwise, by either of the parties hereto except with the prior written consent of the other. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will operate to release or discharge the assignor from any duty or responsibility under the Contract. Nothing contained in this Section will prevent the Consultant, with the consent of FW, from employing (in accordance with the terms of the Contract Documents) such independents and subcontractors as the Consultant may deem appropriate to assist in the performance of his responsibilities hereunder. Subject to the provisions of this Section, the Contract Documents will be binding upon and inure to the benefit of each of the parties thereto, and their respective successors and assigns.

2.31 Virginia Freedom of Information Act

Except as provided herein, all proceedings, records, contracts and other public records relating to procurement transactions will be open to the inspection of any citizen, any interested person, firm, or corporation, in accordance with the Virginia FOIA.

2.32 Safety/OSHA Requirements

In the process of performing work under this Contract, Consultant and/or its employees and sub-consultants may be required to enter into permit-required confined spaces or other potentially hazardous environments. Prior to beginning any work, the Consultant shall be required to attend a mandatory safety plan review meeting to discuss safety-related matters including, but not limited to site access, confined space entry, fall protection, and lockout/tagout. It will be the responsibility of the Consultant to ensure that its employees and sub-consultants

are properly trained and certified to enter and work in these hazardous environments under a formal confined space entry program. Furthermore, it will be the responsibility of the Consultant and any sub-consultants to provide their own safety-related equipment including, but not limited to monitoring and personal protective equipment and energy isolating locks to be installed in conjunction with FW's lockout/tagout of all energy sources. The Consultant will not be permitted to use FW's safety equipment for work under this project nor can they work under FW's confined space entry permit.

3.0 COMPENSATION

Rates and fees are per Exhibit A, and shall be in effect for from June 30, 2016 to June 30, 2017. An Annual Economic Price Adjustment is permitted consistent with Paragraph 2.3 of this contract.

4.0 SUBCONTRACTORS

Subcontractors previously identified to perform work under this contract are listed in Exhibit B as per attached.

5.0 PROJECT TEAM

Key Project Team members and a proposed organizational chart are per Exhibit C as attached.

FAIRFAX COUNTY WATER AUTHORITY
8570 Executive Park Avenue
Fairfax, VA 22031

Phone: (703) 289-6261
Fax: (703) 289-6262

By:  _____

Name: Charles M. Murray

Title: General Manager

Date: 7/25/16

GANNET FLEMING, INC
4035 Ridge Top Rd, Suite 500
Fairfax, VA 22030

Phone: (703) 277-9501

By:  _____

Name: AARON D. KENO, P.E.

Title: VICE PRESIDENT

Date: JULY 21, 2016

GANNETT FLEMING, INC.

**EXHIBIT A
Rates and Fees**

Rates are in Effect for Year 2016 from June 30, 2016 to June 30, 2017

Engineering

Note: A multiplier of 3.00 had been applied to the hourly labor rates to calculate "Billed Hourly Labor Rates" listed below.

Classification	Billed Hourly Labor Rate (Min)	Billed Hourly Labor Rate (Max)	Personnel
Principal	\$228.60	\$262.65	A.Keno, R. Holderbaum, T. Dreese, G. Lund
Engineering Manager	\$200.40	\$241.02	J. Berezniak, P.Schweiger, R, Kline, C. Krebs, M. Knight
Senior Project Manager	\$191.70	\$204.56	C. Bailey, R. Saber
Project Manager	\$181.50	\$184.78	T. Johnston, B. Howard
Assistant Project Manger	\$142.50	\$165.93	S.McGhee, E. Neast
Project Engineer	\$120.90	\$139.98	D. Snyder, B. Israel-Davedason, S. Davidheiser
Design Engineer II	\$105.30	\$112.48	A. Kulik, J. Bell, A. Shaner
Design Engineer I	\$88.50	\$96.72	E. Fromherz, P. Christner
Staff Technician	\$68.70	\$86.52	J. Stone, C. Israel
Clerical	\$68.10	\$89.61	J. Bauer, K. Maginn
Surveyor	\$98.40	\$107.22	A.Moyer, B.Miller

Notes:

1. If necessary, additional employees and associated hourly rates and labor categories may be submitted for Fairfax Water approval.

Direct Expenses

Item	Cost	Unit
Auto Mileage (Not to Exceed FW)	\$0.54	Mile
Travel	Actual	N/A
Meals (local)	N/A	N/A
Meals (out of town, defined as >20 mile radius)	Per Diem ¹	N/A

Color copies		
8.5 x 11	\$0.75	Sheet
11 x 17	\$1.25	Sheet
24 x 36 (Full Size)	\$12.00	Sheet
Black & White copies		
8.5 x 11	\$0.08	Sheet
11 x 17	\$0.12	Sheet
24 x 36 (Full Size)	\$1.50	Sheet
Shipping	Actual	

1. Direct Expenses may not be accelerated during the duration of the contract.
2. Tolls at cost (not to exceed Fairfax Water guidelines).
3. Subcontract charges marked up 5%.
4. Other direct cost not specifically listed will be at cost.
5. No direct cost for telephone, normal delivery U.S. Mail, or computer charges.

¹ Per Diem rates to be consistent with applicable IRS tax rules and as published by the General Services Administration.

Exhibit B

Subcontractors and Special Consultants

LIST ALL SUBCONSULTANTS

No subconsultants have been identified at this time. However, should the need for subconsultant(s) be identified at any time during the course of this contract as necessary to complete a task order, Gannett Fleming will advise Fairfax Water in advance for subconsultant(s) qualifications review and approval.

Exhibit C

Project Team

Fairfax Water



Project Principal
» Aaron D. Keno, PE

PROJECT MANAGEMENT



Project Manager
» Paul G. Schweiger, PE, CFM



Deputy Project Manager
» Susan M. McGhee, PE

Quality Assurance/ Quality Control

- » Rodney E. Holderbaum, PE (Dams)
- » Trent L. Dreese, PE (Geotechnical)

Emergency Action Plan Exercises and Drills

- » Paul G. Schweiger, PE, CFM
- » Joseph R. Bell

Operation and Maintenance Plans/Emergency Action Plans

- » Robert A. Kline, Jr., PE
- » Adrienne K. Shaner, PE

Hydraulic and Hydrologic Expertise

- » Amanda J. Hess, PE, CFM
- » Benjamin Israel-Devadason, PE, CFM

Regulatory Support

- » Robert A. Kline, Jr., PE
- » Adrienne K. Shaner, PE
- » Aaron D. Keno, PE

Dam Safety Management Practices

- » Michael A. Knight, PG
- » John N. Berezniak, PE

General Impounding Structure Engineering Support

- » Timothy W. Johnston, PE
- » Boyd Howard, PE
- » Guy S. Lund, PE

SUPPORT SERVICES

Quarry Permitting and Repurposing

Michael A. Knight, PG
Thomas V. Waddington, PG

Surveillance Monitoring

Donald P. Roarabaugh, PE
Christopher S. Bailey, PE

Geotechnical

Robert T. Saber, PE
Cari R. Beenenga, PE
David M. Snyder, PE

Water Treatment Plant Coordination

Jeffrey L. Raffensperger
Timothy J. Glessner, PE

Flood Inundation Mapping

Christopher D. Krebs, PE, CFM, GISP

Surveying

Adam J. Moyer, PLS

VADCR Dam Inspections

Timothy W. Johnston, PE
Susan M. McGhee, PE
Adrienne K. Shaner, PE

Civil

L. Edward Stom, PE
Eric C. Neast, PE

Diving Investigations/Inspections

Timothy W. Johnston, PE

Dam Security Planning

William F. Foos
Frank Calcagno, Jr, RG

Emergency Response

Paul G. Schweiger, PE, CFM
Aaron D. Keno, PE

Construction Management

Thomas B. Pursel, PE

» Key Personnel