COOPERATIVE AGREEMENT AMONG THE SAN BERNARDINO MUNICIPAL WATER DEPARTMENT AND THE PARTNERING AGENCIES REGARDING THE REGIONAL BIOSOLIDS PROGRAM FEASIBILITY STUDY (PHASE I) PROJECT

This Cooperative Agreement ("Agreement") is entered into and effective this xx day of xxx, 2024 by and among the City of San Bernardino Municipal Water Department ("SBMWD"), and the Partnering Agencies listed below. SBMWD and the Partnering Agencies are each sometimes referred to herein individually as a "Party" and are collectively referred to herein as the "Parties."

PARTNERING AGENCIES

A. Agency 1 ("Agency1")

B. Agency 2 ("Agency2")

C. Agency 3 ("Agency3")

D. Agency 4 ("Agency4")

E. Agency 5 ("Agency5")

F. Agency 6 ("Agency6")

G. Agency 7 ("Agency7")

H. Agency 8 ("Agency8")

Agency 1, Agency 2, . . . and Agency X are all collectively referred to herein as "Partnering Agencies."

RECITALS

A. **WHEREAS**, at present, SBMWD and all Partnering Agencies are local and/or regional governmental utilities that own and/or operate wastewater treatment plants ("WWTPs"); and

B. **WHEREAS**, the Parties each currently treat and then legally dispose of sewage sludge generated during the treatment of domestic sewage in a treatment works ("biosolids") at one or more of many permitted locations in accordance with Title 40 Chapter I Subchapter O Part 503 "Standards for the Use or Disposal of Sewage Sludge" promulgated by the United States Environmental Protection Agency (USEPA; "EPA 503"); and

C. **WHEREAS**, due to the sub-optimal level of resiliency for the publicly-owned WWTPs resulting from the frequency and severity of recent disruptions, challenges, and pressures in the legislative, regulatory, market, and labor sectors, the Parties must consider alternative options for the disposal of biosolids in the future; and

D. **WHEREAS**, pursuant to the authority established through the Joint Exercise of Powers Act, public agencies, including cities, counties, special districts, and other governmental entities, may enter into agreements to jointly exercise common powers; and

E. **WHEREAS**, the Parties desire to enter into initial discussions to determine the feasibility of establishing and governing a regional, publicly-owned facility or facilities ("Regional Biosolids Program") to legally treat and dispose of the biosolids generated at their respective WWTPs in compliance with EPA 503 regulations in a manner that will maximize the benefits to the Parties and their ratepayers (hereinafter, the "Project"); and

F. **WHEREAS**, the Parties desire to share the costs associated with the preparation of a Phase I Feasibility Study for the Project to cover the Scope of Work attached hereto as Exhibit A ("Study"); and

G. **WHEREAS**, the Parties desire to share equally in the cost of the Study and wish to memorialize their agreement to pay for such costs as set forth in this Agreement.

NOW THEREFORE, the Parties hereto agree as follows:

AGREEMENTS

A. *Lead Agency*. The parties agree that SBMWD will act as the lead agency in the selection and engagement of a consultant for the preparation of the Study in accordance with its procurement rules. Nevertheless, SBMWD shall consult with Partnering Agencies in both the preparation of any request for proposals and in the selection process. Partnering Agencies agree to participate in these processes, including participating in the review of proposals and in interviews of consultants.

B. *Cost Sharing*. The Parties agree to share equally in the cost of the Study.

   a. *Anticipated Cost*. The Parties acknowledge the anticipated cost of the Study shall not exceed $500,000.00. SBMWD anticipates that a minimum of nine (9) Partnering Agencies intend to participate in the Study. Each Party's participation, therefore, shall not exceed $50,000.00 without prior written notice and approval by all Parties, hereto.

   b. Actual Cost and Billing. Upon completion of the selection process for the consultant, SBMWD shall submit an invoice to each representing its share of the cost of the Study. Payment shall be made within 45 days following receipt of the invoice. If following the selection process, the consultant costs exceed the anticipated cost, an amendment to this Agreement shall be sought prior to engagement of the consultant.

   c. *Subsequent Phases*. If the Project moves forward after the completion of the Study, the Parties may enter into further participation or cost-sharing agreements for any subsequent phase that will be responsible for the Project going forward. Nothing herein shall bind any Party to participate in a subsequent phase or bind any particular cost-sharing mechanism.

C. *Project Management*.

   a. *Good Faith*. The Parties agree to work together in good faith.

b. *Party Obligations*. The Parties agree to comply with the obligations required of each Party as set forth in Exhibit A (occasionally indicated as "Owner"), as it relates to each of them individually.

c. *Responsiveness*. The Parties agree to respond in a timely fashion to all requests for information or promptly advise SBMWD and consultant with the expected date that the information will be provided. SBMWD shall respond to Party inquiries regarding Project status in a timely fashion.

d. *Project Manager*. Each Party will designate one Project Manager that will be the primary point of contact for day-to-day project management and communications not considered an Official Notices (which will be sent to the address indicated on the signature page for that Party).

e. *Monthly Meeting*. SBMWD will hold no less than one videoconference meeting per month on a recurring basis to provide a status update to the Parties. Upon selection and engagement of a consultant for the Study, the consultant shall be present for these meetings. Special In-Person Workshops may be held as deemed necessary.

D. *Miscellaneous Provisions*. Text.

a. *Amendment, Termination, and Assignment*. This Agreement may not be amended, changed, modified, terminated, or assigned, except in accordance with the express provisions of this Agreement or with the written consent of all parties hereto.

b. *Execution in Counterpart*. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

c. *Jurisdiction and Venue*. This Agreement shall be governed by and construed in accordance with the laws of the State of California. Any suit, action, or proceeding brought under the scope of this Agreement shall be brought and maintained to the extent allowed by law in the County of San Bernardino.

d. *Sections; Headings*. Headings at the beginning of each section and subsection are solely for convenience and reference and are not part of this Agreement.

e. *No Construction Against Drafter*. The Parties hereby acknowledge that they have reviewed this Agreement and concur that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of any provision of this Agreement.

f. *Successors and Assigns*. This Agreement shall be binding on and inure to the benefit of the successors and assigns of the respective Parties to this Agreement. No Party may assign its interests in or obligations under this Agreement without the written consent of the other Parties.

g. *Effective Date; Term*. This Agreement shall become effective as of the first date set forth above. This Agreement shall continue in full force and effect until completion and distribution of the Study ("Term"). If the proposed cost of the Study exceeds the anticipated cost set forth in Section B.a., and the Parties are unable

to agree to amend the Agreement to increase the participation costs, any Party may terminate the Agreement. Upon the end of the Term, this Agreement shall expire without further action or acknowledgement from any Party hereto.

h. *Severability*. If any portion of this Agreement shall be declared by any court of competent jurisdiction to be invalid, illegal, or unenforceable, such portion shall be deemed severed from this Agreement, and the remaining parts of the Agreement shall remain in full force and effect.

i. *Authority*. Each signatory of this Agreement represents that they are duly authorized to execute this Agreement on behalf of the Party for which such signatory executes this Agreement. Each Party represents that it has the appropriate legal authority to enter into this Agreement and to perform all obligations under this Agreement.

j. *Compliance with Law*. In performing their respective obligations under this Agreement, the Parties shall comply with and conform to all applicable laws, rules, regulations, and ordinances.

k. *Attorneys' Fees*. Except as otherwise expressly provided herein, each Party who files any action or brings any action or proceeding against the other arising from this Agreement, seeks resolution of disputes pursuant to this Agreement or is made a party to any action or proceeding brought by any other person or governmental entity, shall bear its own costs and fees.

l. *Laws and Regulations*. Each Party shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of this Agreement, and shall give all notices required by law. Each Party shall be liable for all violations of such laws and regulations in connection with this Agreement. If either Party performs any of its obligations hereunder knowing that its actions are contrary to such laws, rules and regulations and without giving written notice to the other, the violating Party shall be solely responsible for all costs arising therefrom. The violating Party shall defend, indemnify and hold the other, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

m. *Approvals*. Approvals required by the Parties, or any officers, agents or employees of either Party, shall not be unreasonably withheld and approval or disapproval shall be given within a reasonable time.

n. *Further Actions and Instruments*. Each of the Parties shall cooperate with and provide reasonable assistance to the other to the extent contemplated hereunder in the performance of all obligations under this Agreement and the satisfaction of the conditions of this Agreement.

o. *Third Party Beneficiaries*. This Agreement and the performance of the Parties' obligations hereunder are for the sole and exclusive benefit of the Parties. No person or entity who or which is not a signatory to this Agreement shall be deemed to be benefited or intended to be benefited by any provision hereof, and no such

person or entity shall acquire any rights or causes of action against any Party hereunder as a result of a Party's performance or non-performance of its obligations under this Agreement.

p. *Relationship of Parties*. The Parties agree and intend that they are independent contracting entities and do not intend by this Agreement to create any partnership, joint venture, or similar business arrangement, relationship or association between them.

IN WITNESS HEREOF, the Parties have executed this Agreement on the dates set forth below:

[SIGNATURE PAGES FOLLOW]

CITY OF SAN BERNARDINO MUNICIPAL WATER DEPARTMENT

By: _____ Dated: _____

Miguel J. Guerrero, P.E.
General Manager

Notifications to:

Kevin T. Stewart, P.E., Director of Water Reclamation
San Bernardino Municipal Water Department
399 Chandler Place
San Bernardino, CA 92408
Phone: (909) 453-6213
E-mail: kevin.stewart@sbmwd.org

AGENCY 1

By: _____ Dated: _____

[Insert Name]
[Insert Title]

Notifications to:

Name, License., Title
Agency Name
Address
City, CA Zip
Phone: (xxx) xxx-xxxx
E-mail:

AGENCY 2

By: _____ Dated: _____

[Insert Name]
[Insert Title]

Notifications to:

Name, License., Title
Agency Name
Address
City, CA Zip
Phone: (xxx) xxx-xxxx
E-mail:

AGENCY 3

By: _____ Dated: _____

[Insert Name]
[Insert Title]

Notifications to:

Name, License., Title
Agency Name
Address
City, CA Zip
Phone: (xxx) xxx-xxxx
E-mail:

AGENCY 4

By: _____ Dated: _____

[Insert Name]
[Insert Title]

Notifications to:

Name, License., Title
Agency Name
Address
City, CA Zip
Phone: (xxx) xxx-xxxx
E-mail:

AGENCY 5

By: _____ Dated: _____

[Insert Name]
[Insert Title]

Notifications to:

Name, License., Title
Agency Name
Address
City, CA Zip
Phone: (xxx) xxx-xxxx
E-mail:

AGENCY 6

By: _____ Dated: _____

[Insert Name]
[Insert Title]

Notifications to:

Name, License., Title
Agency Name
Address
City, CA Zip
Phone: (xxx) xxx-xxxx
E-mail:

AGENCY 7

By: _____ Dated: _____

[Insert Name]
[Insert Title]

Notifications to:

Name, License., Title
Agency Name
Address
City, CA Zip
Phone: (xxx) xxx-xxxx
E-mail:

AGENCY 8

By: _____ Dated: _____

[Insert Name]
[Insert Title]

Notifications to:

Name, License., Title
Agency Name
Address
City, CA Zip
Phone: (xxx) xxx-xxxx
E-mail:

Exhibit A: "Scope of Work"

EXHIBIT A
SCOPE OF WORK
REGIONAL BIOSOLIDS PROGRAM FEASIBILITY STUDY (PHASE I)
SPECIFICATION NO. 9999

I. Table of Contents

II. Executive Summary/Overview

1. Purpose

The San Bernardino Municipal Water Department (SBMWD or DEPARTMENT) and the Partnering Agencies ("OWNER" or "AGENCIES"; Table 1) identified in the COOPERATIVE AGREEMENT AMONG THE SAN BERNARDINO MUNICIPAL WATER DEPARTMENT AND THE PARTNERING AGENCIES REGARDING THE REGIONAL BIOSOLIDS PROGRAM FEASIBILITY STUDY (PHASE I) ("COOPERATIVE AGREEMENT") dated xxx, 2024 seek to hire a properly-qualified Professional Engineering consultant ("CONSULTANT") to produce a detailed summary of the agencies, conditions, and drivers to objectively and rationally analyze whether further development of a jointly-owned regional biosolids facility or facilities ("PROJECT") is favorable based upon clearly understood details, estimates, strengths, and weaknesses of the Project.

At present, the Department and all Partnering Agencies are local and/or regional government utilities/agencies that own and/or operate wastewater treatment plants ("WWTPs"). The Agencies each currently treat and then legally dispose of sewage sludge generated during the treatment of domestic sewage in a treatment works ("biosolids"). This process is completed at one or more of many permitted locations in accordance with Title 40 Chapter I Subchapter O Part 503 "Standards for the Use or Disposal of Sewage Sludge" promulgated by the United States Environmental Protection Agency (USEPA; "EPA 503").

Currently, the primary means of dewatered biosolids end-use for each WWTP is a combination of landfill disposal, composting, and/or land application. These occur at various management facilities, both publicly- and privately-owned and/or operated.

A sub-optimal level of resiliency exists for many publicly-owned WWTPs with regard to the disposal of biosolids. This is the direct result of the frequency and severity of recent disruptions, challenges, and pressures in the legislative, regulatory, market, and labor sectors for these dewatered biosolids end uses. The Agencies must consider alternative options for the disposal of biosolids in the future that increase the level of resiliency for the Agencies. All evaluations shall place a greater priority on the improvement of resiliency over cost.

The purpose of this Regional Biosolids Program Feasibility Study (Phase I) ("STUDY") is to determine the feasibility and strategies for successfully establishing and governing a regional, publicly-owned and publicly-operated facility or facilities to legally treat and dispose of the biosolids generated at the respective WWTPs in compliance with EPA 503 regulations in a manner that will maximize benefits to the general public within the region, the Agencies, and their ratepayers.

The term "Assessment" is used interchangeably throughout this Scope of Work and is synonymous with the term "STUDY." The term "Utility" is used interchangeably throughout this Scope of Work and is synonymous with the term "Agency."

2. Intended Use

The STUDY will be used by agency staff and governing bodies to inform their decision-making on whether to proceed to a subsequent Regional Biosolids Program Phase II. The STUDY will identify

possible stakeholders and a proposed scope of work for a subsequent Phase II of the overall Program Development. The intent of the phased approach is such that each Participating Agency can continually evaluate the value for themselves of whether to participate in each subsequent step without committing to the full Program.

The purpose of the Phase II Program Development is to develop a guideline to potentially execute a successful Regional Biosolids Program (Program), inclusive of a detailed plan to complete design, construction, ownership, operation, maintenance, and product management for a Regional Biosolids Facility or Facilities.

For the purposes of this STUDY, CONSULTANT may assume the Agencies can legally bind themselves through the Joint Exercise of Powers Act for the intended purpose of governing a Regional Biosolids Program and Facility or Facilities.

3. Meaningful Public Engagement

Experience has shown that the successful establishment of any regional biosolids program requires intentional and meaningful engagement with the community to be served. As such, the STUDY must include the early involvement of qualified professionals properly experienced in strategic communication planning.

The following are the Department's anticipated levels of involvement in public outreach and community engagement:

- Phase I – Strategy production and oversight of program development
- Phase II – Initial strategy implementation and limited public engagement
- Phase III – Full strategy implementation and active/thorough public engagement

Proposing firms shall identify their proposed methods for early strategy production and oversight of program development within Phase I in such a manner as to balance value with likelihood of success.

III. Project Work Elements

Services to be provided by the CONSULTANT under this Agreement include the following tasks:

- Task 1 – Current Practices and Needs
- Task 2 – Current and Future Market and Regulatory Analysis
- Task 3 – Preliminary Alternatives and Options Development
- Task 4 – Final Phase I Feasibility Assessment

1. Task 1 – Current Practices and Needs

CONSULTANT will:

- Identify potential Participating Agencies
- Estimate the biosolids production characterization and rates;
- Summarize existing on-site residuals dewatering process equipment including typical dewatered cake solids content;
- Estimate future growth rate in flow and loading to each facility to estimate growth in residuals loading rates; and
- Determine the quality of the biosolids currently produced (and anticipated) from each facility.

A. Identify Potential Participating Agencies

The CONSULTANT shall provide professional engineering services for the STUDY. The Owner is defined as a group of utility/agency stakeholders consisting of the following plants that are assumed to be contributing to the regional biosolids management facility or facilities:

Table 1 - Participating Agencies and Facilities

Agency	Facility
xxxx	xxxx
xxxx	Xxxx
xxxx	xxxx
San Bernardino Municipal Water Department	Water Reclamation Plant San Bernardino, CA
Orange County Sanitation District	Reclamation Plant #1 Fountain Valley, CA
	Treatment Plant #2 Huntington Beach, CA

CONSULTANT will identify other potential agencies (municipal and/or public agency wastewater treatment plants) within a 100-mile radius of the City of San Bernardino who could be potential customers for a regional facility and/or potential contributing agencies to a regional residual management solution. CONSULTANT will gather and provide the estimated residuals production rates and perform an assessment of these facilities as outlined in the following sections, including the identification of the facility and its currently permitted discharge flow capacity.

B. Identify Biosolids Production Processes

Gather existing facilities solids handling and liquid processes:

a) **Information gathering** – Meet with each potential participating agency to gather information on biosolids production and end-use practices, processing capacities and limitations, onsite storage capacity, solids off-loading capabilities, and biosolids processing and management costs.
   a. Solids handling facilities to be reviewed include, but are not limited to:

- Primary and/or secondary biosolids thickening and blending,
- Digesters,
- Digested biosolids dewatering,
- Dewatered biosolids cake storage and truck loading stations,
- Digester gas treatment systems, and
- Central power generation systems.

b) **Liquid-treatment process overview** – Include a high-level overview of the liquid treatment process for the purpose of identifying any issues that could affect solids characteristics or the potential for locating a regional facility nearby and managing sidestream loading.

c) **Process flow schematic for each facility**– Provide a simple process flow schematic of the facility describing major unit treatment processes on the liquid and solids treatment trains.

d) **Biosolids discharge strategies and emergency management options** – Identify biosolids discharge strategy and emergency management options for each participating agency.

C. Evaluate Solids Quantity

a) **Evaluate Plant operating data** – CONSULTANT will evaluate plant operating data from each of the utilities to estimate biosolids production rates and associated peaking factors. Operating data from each plant shall be provided in electronic form (e.g., Excel spreadsheet) for the following criteria:

- Influent Average Daily Flow Rate (million gallons/day)
- Influent BOD or CBOD (mg/L)
- Influent TSS (mg/L)
- Effluent BOD or CBOD (mg/L)
- Effluent TSS (mg/L)
- Primary clarifier BOD (or CBOD) and TSS (if plant has primary clarification)
- Secondary or activated biosolids treatment TSS and VSS
- Influent to stabilization/digestion flow, TSS, and VSS
- Effluent from stabilization (sent to dewatering) flow, TSS, and VSS
- Dewatered cake production information (e.g., dewatered cake total solids, wet cake mass, dry solids mass, etc.)

b) **Estimate current and future biosolids production rates (Stage 1)** – CONSULTANT will utilize information provided to estimate the current and future biosolids production rates (lb/MGAL flow treated) for each treatment facility using plant influent and the CONSULTANT's biosolids production estimator tool (to be proposed by CONSULTANT) and compare estimates from the biosolids production estimator tool to other plant operating data to develop a preliminary mass balance around each treatment facility. The result of Stage 1 will be the quantity of biosolids that must be processed at each treatment facility.

c) **Mass-based peaking factors** – CONSULTANT will estimate mass-based peaking factors for the maximum month (MAX30), maximum two-week (MAX14), and maximum week (MAX07) operating conditions at each of the treatment plants from the furnished plant data. Absent sufficient operating data, the CONSULTANT will estimate mass-based peaking factors using statistical tools combined with experience working with similar municipal wastewater treatment plants of similar size and scale.

d) **Summarize existing dewatering infrastructure** – CONSULTANT will summarize the existing residuals dewatering infrastructure at each treatment facility including dewatered cake performance. This information will be utilized to convert dry solids mass to wet cake mass for estimating hauling, receiving, handling, and treatment requirements at a regional processing facility(ies).

e) **Future biosolids portfolio percentage** – Each utility should provide a potential expected level of usage of the proposed regional facility or facilities as either a percentage of their overall production or as a total weight in dry pounds.

f) **Estimate future residuals production rates (Stage 2)** – Based upon the information above, CONSULTANT will estimate future residuals production rates, on both a wet and dry basis, for a 30-year planning period (e.g., 2030 to 2060) for each plant based on information provided by each utility for their anticipated flow and loading growth to their respective facilities over that planning horizon. Each utility should provide an estimate of their facility's influent flow (gallons/day) and loading (lb/day of BOD and TSS) at 5-year increments (starting at 2030 and continuing to 2060). Future biosolids production rates and rate of growth will be utilized for planning the facility's(ies') capacity and to identify potential pathways during the facility(ies) infrastructure phasing. The result of Stage 2 will be the quantity of biosolids that must be received and processed at the regional facility(ies) from each agency facility.

D. Evaluate Solids Quality

a) **Evaluate biosolids analytical data** – CONSULTANT will evaluate biosolids analytical data for each plant using information provided by the OWNER (in Excel or similar format). The evaluation shall include the following parameters:
   - Nutrients and pollutants (per 40 CFR Part 503)
   - Physical parameters (TS, VS, etc.)
   - Priority pollutants (per 40 CFR Part 423)
   - Toxic compounds (40 CFR Part 261 and CCR Title 22)

b) **Additional biosolids analytical data** – If additional data is required, the CONSULTANT will coordinate with the OWNER on the sampling and data needs. Laboratory costs will be paid directly by the OWNER.

c) **Contaminants of Emerging Concern** – CONSULTANT will evaluate and discuss industry trends in the region for contaminants of emerging concern (PFAS, microplastics, pharmaceuticals, personal care products, flame retardants, pesticides/agricultural products, endocrine disrupting chemicals, etc.) and their potential impact on a regional facility or facilities. Discuss potential mitigation strategies for the various contaminants as they pertain to a regional facility(ies).

E. Determine Agency-Specific Challenges and Considerations

As each agency strives to maintain a biosolids management program that is flexible and sustainable, the CONSULTANT shall identify the needs of each agency given the following considerations.

- Facility's biosolids production, quantity, and quality;

- Current biosolids end-use portfolio, including tonnages and percentage of biosolids managed by each company, product, technology, market, and location;
- Current costs, including tipping costs, transportation rates, and hauling distances;
- Regulatory or other constraints;
- Balanced portfolio of end-use practices; and
- Failsafe backup capacity (with a goal of 100%).

2. Task 2 – Current and Future Market and Regulatory Analysis

A sub-optimal level of resiliency exists for many publicly-owned WWTPs with regard to the disposal of biosolids. This is the direct result of the frequency and severity of recent disruptions, challenges, and pressures in the legislative, regulatory, market, and labor sectors for dewatered biosolids end uses. Other Agencies possess greater levels of resiliency but seek to reduce the overall costs of biosolids hauling or seek to further diversify their biosolids management portfolio to expand yet further on their levels of resiliency. Regardless of position, the Agencies wish to consider alternative options for the disposal of biosolids in the future that include use of a publicly-owned and publicly-operated facility(ies). All evaluations shall place a greater priority on the improvement of resiliency over cost.

A. Current and Future Markets

CONSULTANT shall provide a long-term potential market analysis for biosolids products specific to the regional process facility's(ies') biosolids quantity and type (Class A cake, Class A pellet, Class B, Sub Class B, and ash). The results of the market analysis are an integral component to confirm the technologies that will create a final product with a stable and sustainable market with consideration for multiple beneficial use channels. This task will begin at the onset of the project.

a) **Market identification** – Identify long-term diverse and sustainable markets in Southern California for Class A cake, Class A pellet, Class B, Sub Class B, and ash (biosolids products) and the economic analysis of the product technologies .
b) **Market scoring** – End-use markets shall be scored in accordance with the following criteria:
   - Realistic, proven market: The market for a given biosolids product is well established and understood within the region.
   - Market size: The market has capacity to absorb biosolids volumes on the scale of the OWNER's production.
   - Source product availability: The market has capacity to provide necessary products for the treatment of biosolids without negatively impacting others in the market space.
   - Proven value: The cost associated with managing a given biosolids product in an end-use market.
   - Future market capacity: The market is predicted to be stable or expanding over the life of the project.
   - Resiliency to changes in the labor or supply chain sectors: The market is expected to withstand challenges from the labor and supply chain sectors.
   - Resiliency to regulatory change: The market is expected to provide flexibility for beneficial reuse over the life of the project, based on current regulatory trends in the region.
   - Year-round dependability: The market provides a reliable, year-round outlet for the OWNER's biosolids.
c) **Unique alternatives of significance** – Identify any unique alternative onsite and offsite facility options for manufacturing marketable products while optimizing the use of the OWNER's facilities necessary in treating wastewater and other essential requirements.

d) **Diversification** – Develop a flexible implementation plan for positioning the OWNER to be able to participate in multiple markets while also considering public perception.
e) **Market Analysis** – CONSULTANT will provide a high-level market analysis for beneficial use of the end-use products leveraging the CONSULTANT's recent experience. CONSULTANT will:
    - Identify local opportunities that exist for beneficial use in agriculture, blending, distribution, and other specialty markets.
    - Identify approaches to eliminate or minimize hurdles to market issues.
    - Define and list promising markets suitable for all products being considered.
    - Estimate outside-the-gate expenses and revenues for the end-use products.

B. Current and Future Biosolids Management Regulations

In the past several years, Agencies have experienced restrictions, disruptions, challenges, and pressures to biosolids end uses in the legislative and regulatory sectors. Amongst these elements are:

- Land application restrictions
- Landfill restrictions
- etc

CONSULTANT shall provide a long-term analysis of the legislative and regulatory sectors as they relate to biosolids management. The CONSULTANT shall identify and evaluate the current and future biosolids management challenges, drivers, opportunities, and trends from areas with relevance to the Southern California region considering the following factors:

- Financial
- Environmental (Air, Land, and Water)
- Social (Nuisance issues and Public Perception)
- Regulatory, Legislation, and Legal (Federal, State, and Local)

a) **Constraints and opportunities** – Explore potential regulatory/legal constraints, barriers, and/or hurdles to regional management and approaches to eliminate or minimize hurdles. Identify regulatory and legislative opportunities for a regional solution.
b) **Permitting** – Analyze and provide a discussion of biosolids permitting programs in the region and permitting considerations, not limited to hauling, processing, storing, and land-applying biosolids. Consider impacts to existing permits for Class A and Class B products.
c) **Regulatory and legislative analysis** – CONSULTANT will provide a high-level regulatory and legislative analysis for beneficial use of the end-use products leveraging the CONSULTANT's recent experience. CONSULTANT will:
    - Identify existing legislative and regulatory constraints, barriers, and/or hurdles
    - Estimate the potential for future legislative and regulatory constraints, barriers, and/or hurdles
    - Categorize the existing and potential items based on their risk to any regional facility(ies)

- Identify approaches to eliminate or minimize the constraints, barriers, and/or hurdles for a regional facility(ies)

C. Other Regional Efforts

In close cooperation with the community engagement expert, identify and provide background on other regional biosolids efforts (successful, unsuccessful, and those still considering) and lessons learned.

3. *Task 3 – Preliminary Alternatives and Options Development*

Selection of any eventual technology(ies) and property(ies) would, if the Program proceeds, occur in a Phase II or Phase III. The intent of this Task is to identify, screen, and develop potential technologies and locations that will serve as the preliminary items upon which to evaluate further in future phases.

A. List of Options Available

CONSULTANT will determine potential available technologies and/or management strategies appropriate to produce marketable biosolids products, such as, but not limited to thermal drying, biosolids composting, and/or other biosolids thermal conversion options. Land application of Class B Biosolids shall also be considered, where allowable. CONSULTANT shall provide the major benefits and drawbacks of the listed technologies and/or management strategies.

B. List of Site Availability

CONSULTANT will identify available space in the region currently owned by the OWNER members and other potential available sites to evaluate feasibility of these locations to serve as a new consolidated biosolids facility(ies).

a) **Existing Property** – Identify available space at existing Agency properties and potential hauling burden.
   - Create a list and compile maps of all potential sites and basic area availability

b) **Other Property** – Identify other locations or regions that could be considered and their potential hauling burden.

C. Meaningful Public Engagement and Strategic Communications

Experience has shown that the successful establishment of any regional biosolids program requires intentional, meaningful, and genuine engagement with the community to be served from early in the project development. The OWNER values the residents and business communities they serve. Their input in this Project will be critical to help identify and define their priorities as it relates to how the OWNER could better serve and meet their needs concerning biosolids management. In the strategy development below, CONSULTANT shall identify public stakeholders that may have interest in the development of the Program.

a) **Phase I Strategy Production and Oversight of Program Development** – CONSULTANT's public engagement professional shall develop and include in the Technical Memorandum for Task 3 a detailed strategy for public engagement and strategic communications that leans on lessons learned by other agencies developing high-profile and/or controversial projects.

b) **Phase II Initial strategy implementation and limited public engagement** – This element would occur during a Phase II of the Program and would be generally characterized as initial implementation of the outlined strategy and a limited extent of engagement with the public. It is intended that this effort would include outreach and information gathering.

c) **Phase III Full strategy implementation and active/thorough public engagement** – This element would occur during a Phase III of the Program and would be generally characterized as full implementation of the strategy outlined in Phase I. It is intended that this effort would involve extensive public outreach and engagement efforts aimed at information gathering (inbound) and public education (outbound).

D. Greenhouse Gas (GHG) Emission Considerations

Among the elements that must be considered in a Phase II of the Program will be a detailed estimate of Greenhouse Gas (GHG) emissions (CO_2, CH_4, and N_2O) resulting from the proposed biosolids management strategies. GHG emissions will need to be assessed based upon biosolids conversion through final end use. The OWNER's goal is to maximize climate benefits from biosolids management. At this level of project definition, it is not possible to estimate GHG emissions. However, these can aid in the eventual selection of an alternative. This can also help with funding initiatives at a later date. In Task 4, CONSULTANT shall speak generally to elements of the Alternatives that would make these eventual estimates more favorable for OWNER.

E. CEQA Documentation and Public Review Process Considerations

CONSULTANT shall identify the procedures that will need to be followed in order to adhere to the California Environmental Quality Act (CEQA) Requirements.

F. Governance and Financial Engineering Considerations

In Phases II and III, the Agencies will need to extensively evaluate all of the governance and financial engineering elements. In Phase I, CONSULTANT shall begin identifying the topics to lay the groundwork for the Participating Agencies in the future, along with primers on the content that will be of later importance. These elements include, but are not limited to the eventual need for:

- Business Plan
- Financial Policies (reserves; pension management; debt management; etc)
- Financial Profiling for debt

G. Identify Potential Resource Recovery Considerations

CONSULTANT shall identify potential resource recovery options that could be incorporated into the regional facility(ies) and the potential benefits and drawbacks of each.

H. Establish Evaluation Criteria

Identify and evaluate in depth the elements of importance to the collective Agencies for biosolids management at a regional facility(ies). Emphasis shall be placed on those elements that assist the Agencies in deciding whether to proceed to Phase II. These elements include, but are not limited to:

- Improved legislative and regulatory resiliency
- Improved labor sector resiliency
- Improved market and supply chain resiliency
- Supportive of each Agency's biosolids management goals, policies, and operations
- Minimized net carbon footprint

- Minimized impact from negative sidestreams and emissions
- Environmental and health factors
- Economic factors
- Non-economic factors
- Long-term sustainability and viability
- Biosolids product and market factors
- Technology and experience factors
- Community factors

I. Preliminary Technology and Property Evaluation

CONSULTANT shall develop a clear evaluation method and establish a decision-making process to identify and rank the technologies and locations identified above. Use the method identified and rank the identified technologies and locations.

a) **Existing Property** – Evaluate the identified available space at existing Agency properties and potential hauling burden.
   - Create a list and compile maps of all potential sites and basic area availability
   - Screen and sort potential sites based on area availability and shortlist
   - Assess potential hauling burden for shortlisted sites
   - Assess utility availability [power, water, etc]
   - Assess the potential for managing sidestream loads for shortlisted sites
   - The community engagement expert shall assess any social justice concerns and/or potential effects on neighbors
   - Develop a grading/ranking of sites [based on size, overall ton-miles for participants, utility access, ability to manage sidestreams, truck accessibility, neighbors, and other social issues]

b) **Other Property** – Evaluate any other identified locations or regions that should be considered and their potential hauling burden(s).

J. Preliminary Biosolids Management Alternatives and Options Development

CONSULTANT, under this task, will develop preliminary design concepts for a regional biosolids facility(ies) that could be developed and implemented. Based on information developed in all of the preceding Technical Memoranda, the established evaluation criteria, and the screened technologies and properties, CONSULTANT shall develop no fewer than five (5) alternatives for technology and five (5) alternatives for location. At a minimum, consideration of the following technologies shall be made (or identified why these cannot be considered):

- Biosolids composting
- Land-application of Class B Biosolids

From the five technologies and five locations, CONSULTANT shall work with OWNER to select three highest-ranked combinations, hereforth referred to as the “Short List.” The “Short List” shall be

preliminary concepts for a facility(ies) that, based upon all known information to date, would provide the best overall balance of increased resiliency and value for the Partnering Agencies.

For preliminary screening, a high-level capital cost estimate (AACE Level 5) will be developed for each of the Short List alternatives. Consistent with AACE (American Association of Cost Estimators) guidelines for a Class 5 estimate development will be based on a 0% to 2% level of development for the basis of the estimate and accuracy will range from a low end of -20% to -50% (average – 35%) and from a high end of +30% to +100% (average +65%). The alternatives will be compared on a 20-year net present worth (NPW) cost basis.

It is assumed that all or most Participating Agencies will deliver dewatered cake solids from their treatment plants to a centralized regional facility(ies) in a suitable form for receiving at a wet cake receiving station. Identify at a high level whether on-site improvements would need to be made at any individual WWTPs to accommodate this requirement. Those on-site improvements shall be identified as prerequisite requirements for any applicable agencies.

K. Risk and Resiliency Analysis

This section will assess the risk and resiliency of the three (3) proposed alternatives for the regional facility through:

a) **Overall Risks** – Identifying the overall risks, gaps, and vulnerabilities with the proposed regional facility and outlining a strategy to mitigate anticipated risks and resiliency measures that are needed to be taken.
b) **Financial Risks** – Determining the financial risks associated with the building, ownership, and operation of this facility as compared to continued reliance on the merchant facility and other existing options.
c) **Market** – Evaluating the biosolids end-use diversity, consistence, persistence, and magnitude of the market expected to provide flexibility for beneficial reuse over the life of the project, based on current regulatory trends in the region. Determining alternative marketing options, such as direct energy production using cake and dry pellets.
d) **Regulatory** – Assessing whether the generation or use of the product will trigger significant regulatory requirements.
e) **Environment/Community** – Discussing the potential impact to the environment and local community and considerations on how to address these issues.

L. TELOS Feasibility Analysis

Along with the Risk and Resiliency Analysis, a TELOS feasibility analysis should be conducted for each of the three (3) proposed alternatives relating to whether the proposed regional facility is viable.

a) **Technical** – Is the project technically possible?
b) **Economical** – Can the project be afforded?
c) **Legal** – Is the project legal?
d) **Operational** – How will the current operations support the change?
e) **Scheduling** – Can the project be done on time?

M. Grant and Loan Funding Opportunities

a) Determine available local, state, and/or federal grants and/or funding opportunities to finance the regional facility(ies).
b) Explore potential funding options for the proposed regional facility (private capital, partnership capital, or both).
c) Explore interagency partnership opportunities with other municipalities.
d) Solicit feedback from member agencies on what and how they are willing to contribute towards the building, ownership, operation, and/or maintenance of the regional facility they prefer to only be able to send a certain amount of biosolids to the facility.
e) Research new initiatives, and possible funding for protecting and restoring soil organic matter (soil carbon) in soils.
f) Assess potential for efforts to improve on GHG emissions and air quality that can create a cap-and-trade program with funds available for expanding organics infrastructure and use of biomethane.
g) Assess available loan and grant program to finance future technology projects.

N. Phase II Scope of Work

As part of the Technical Memorandum for Task 3, CONSULTANT shall prepare a proposed detailed Scope of Work for Phase II of the Regional Biosolids Program, along with a high-level summary of a Phase III. The Scope of Work shall incorporate recommended elements from the strategic communications strategy developed by CONSULTANT's public engagement professional. Phase IV should be considered a construction phase. Each Participating Agency shall have the opportunity to continue or "Off Ramp" at the conclusion of each successive phase without further commitment.

The general purpose of Phase II is to develop a detailed guideline to potentially execute a successful Regional Biosolids Program, inclusive of a detailed plan to complete design, construction, ownership, operation, maintenance, and product management for a Regional Biosolids Facility or Facilities.

4. Task 4 – Final Phase I Feasibility Assessment

Upon completion of the preceding Tasks, the CONSULTANT will finalize the Regional Biosolids Program Feasibility Study Phase I incorporating a finalized scope for the Phase II Regional Biosolids Facility Program.

A. Phase I Feasibility Assessment Review

As previously delineated, draft TMs will be prepared and submitted to the OWNER for review and comment. Following receipt and incorporation of comments from the OWNER, the CONSULTANT will prepare a final copy of each TM for inclusion in the final Regional Biosolids Program Feasibility Study Phase I.

An executive summary detailing the findings, conclusions, and recommendations for subsequent actions of the prior TMs will be prepared. A draft of the executive summary will be submitted to the OWNER for review and comment prior to inclusion in the final Regional Biosolids Program Feasibility Study Phase I.

The executive summary and final TMs will be combined into the draft report and submitted to the OWNER for review. Following the review meeting, comments will be incorporated and the CONSULTANT will submit the Final Regional Biosolids Program Feasibility Study Phase I to the OWNER.

The Final Study shall, at a minimum, include the following factors:

- Summary of the current state and outlook of biosolids management for each Agency
- Review current and potential market and regulatory requirements, project drivers, roadblocks and other considerations
- Meaningful public engagement and strategic communications
- GHG emissions considerations
- CEQA documentation and public review process considerations
- Governance and financial engineering considerations
- Identify potential resource recovery aspects
- Preliminary alternatives & options development and feasibility analysis
- Risk and resiliency analysis
- TELOS feasibility analysis
- Grant and loan funding opportunities
- Phase II Scope of Work

B. Stakeholder Discussion and Decisions Workshop

CONSULTANT will conduct a final review workshop of the findings, conclusions, and recommendations of the Feasibility Assessment. This task concludes the Phase I Feasibility Assessment and serves as the off-ramp point for utility stakeholders in the overall Program.

IV. Miscellaneous Terms

1. Project Schedule

The CONSULTANT shall create a detailed project schedule using a critical path method approved by the OWNER. The schedule shall expand upon the OWNER's overall project schedule. At a minimum, the schedule shall indicate the following:

- Project start date and finish date for each activity
- Each project task with established relationships
- Milestones for each task
- Project submittal dates
- Meeting and workshop dates
- Allowance for OWNER review periods
- Physical percent complete for each activity

The CONSULTANT must provide the Project Schedule at the Kickoff Meeting, and update it on a monthly basis.

2. Project Management

Project management includes the CONSULTANT's attendance at a kick-off/safety meeting, written monthly updates, and planning for, coordination of, and attendance at the monthly project coordination meetings.

CONSULTANT shall be responsible for the detailed management of the project and shall keep the OWNER apprised of the status of the project. At the kick-off meeting, the CONSULTANT shall provide a list of personnel working on the project, including the key management personnel. CONSULTANT shall not reassign the key project personnel without prior approval of OWNER. However, OWNER may request reassignment of any of CONSULTANT's personnel, based on the adequacy of performance.

The following section contains general requirements. If there is a conflict between information in this section and the sections above, the above sections shall govern.

The CONSULTANT is responsible for completing the project scope on schedule and within budget, at an acceptable level of quality and to manage the resources that perform the work. The monitoring and control efforts needed to reach this goal are known as "Project Management."

Project Management efforts shall be billed as a separate task item and shall include any items not specifically listed as "TASKS". This includes, but is not limited to the following:

- Attending a Kickoff Meeting
- Conducting Progress Meetings
- Preparing Progress Reports, Schedule and Budget Updates
- Managing Potential Scope Changes
- Preparing Invoices
- Performing Quality Control and Risk Management

- Managing CONSULTANTs staff and Sub-CONSULTANTs
- Managing project Documentation

3. Project Administration

CONSULTANT will manage the efforts of project team members and subconsultants by assigning manpower, delegating responsibilities, reviewing work progress, monitoring budget and schedule, and directing the progress of the work. CONSULTANT will:

- Provide monthly invoicing and schedule updates, providing a detailed project schedule within two weeks of execution of the Professional Services Agreement (PSA or Agreement).
- Plan and perform project quality control and quality assurance.
- Provide monthly progress reports.

A. Project Kick-Off Meeting

Within five (5) business days of the effective date of the Notice-to-Proceed, CONSULTANT shall schedule, attend, and lead a project kick-off meeting with the OWNER's at a location to be designated (within 50 miles of San Bernardino, CA). The CONSULTANT shall be available to attend follow-up meetings and/or conference calls as deemed necessary by the OWNER.

The kick-off meeting shall be held with the OWNER to introduce principal members of the OWNER and CONSULTANT's teams. The discussion topics shall include: OWNER's responsibilities, the CONSULTANT's responsibilities, invoice procedures, the CONSULTANT's scope of work, project objectives, and detailed project schedule with milestones.

The CONSULTANT is required to provide a detailed project schedule at this meeting for OWNER's approval.

B. Progress Meetings

CONSULTANT will host no less than one videoconference progress meeting per month to provide a status update to the Agencies. Approved videoconference methods shall include use of both audio and video capabilities. Where meeting content is expected to exceed 30 minutes or involve fewer than most attendees, meetings shall be divided into Progress Meetings (shorter) and Workshops (longer).

Meeting and Workshop Schedule	Deadline (Weeks from Notice to Proceed Date)
Kick-Off Meeting	by 15th business day
First Progress Report and Task 1 Status Update	within 45 calendar days
Second Progress Report and Task 1 Review & Workshop	within 75 calendar days
Third Progress Report and Task 2 Review & Workshop	within 105 calendar days

Fourth Progress Report and Task 3 & Workshop	within 135 calendar days
Fifth Progress Report & Task 4 DRAFT Workshop	within 165 calendar days
Final Workshop	within 195 calendar days

C. Workshops

CONSULTANT will participate in workshops with the OWNER as necessary. Except as noted, workshops shall be held via approved videoconference method, using both audio and video capabilities. At a minimum, CONSULTANT will conduct seven (7) separate workshops, as outlined below:

a) **Kick-off Meeting** – Conduct a workshop to develop and confirm a mission, vision, and goals/objectives statement with the OWNER for the STUDY. THIS WORKSHOP SHALL BE HELD IN PERSON AT A LOCATION TO BE DETERMINED. Specifically, the workshop will identify the project purpose, key issues and constraints, challenges and opportunities, and provide ideas and suggestions for how to promote project success. Additionally, the workshop will identify available space in the region currently owned by the OWNER members to evaluate feasibility of these locations to serve as a potential consolidated biosolids facility or facilities.

b) **First Progress Report and Task 1 Status Update** – A status update will be provided by CONSULTANT.

c) **Second Progress Report and Task 1 Review & Workshop** – A draft TM will be distributed to the OWNER a minimum of one week prior to the scheduled meeting. Comments will be received from the OWNER and subsequently incorporated into the final TM.

d) **Third Progress Report and Task 2 Review & Workshop** – A draft TM will be distributed to the OWNER a minimum of one week prior to the scheduled meeting. Comments will be received from the OWNER and subsequently incorporated into the final TM.

e) **Fourth Progress Report and Task 3 Review & Workshop** - A draft TM will be distributed to the OWNER a minimum of one week prior to the scheduled meeting. Comments will be received from the OWNER and subsequently incorporated into the final TM.

f) **Fifth Progress Report and Task 4 Review & Workshop**– Conduct a final review workshop of the findings, conclusions, and recommendations of the Feasibility Assessment. THIS WORKSHOP SHALL BE HELD IN PERSON AT A LOCATION TO BE DETERMINED. The draft will be distributed to the OWNER a minimum of one week prior to the scheduled meeting. Comments will be received from the OWNER and subsequently incorporated into the final report. Facilitate discussion among stakeholders to further define the Phase II scope.

g) **Final Progress Meeting and Final Report Review** - A final progress meeting will be conducted to summarize the project and review the final report for Phase I. THIS WORKSHOP SHALL BE HELD IN PERSON AT A LOCATION TO BE DETERMINED. Partnering Agencies will have the option to continue participation after Phase I.

D. Meeting Agenda, Minutes, and Recordings

CONSULTANT shall prepare and digitally deliver a written Agenda for each Progress Meeting and Workshop no less than 48 hours preceding the event. In order to better inform attendees, the Agenda shall be a thorough outline of the topics, order, and intended content for the upcoming meeting. If presentations are to be delivered, a copy of the presentation should be provided at least 4 hours preceding the meeting so that attendees may print out copies for note-taking.

CONSULTANT shall prepare and digitally deliver written Minutes for each Progress Meeting or Workshop to all attendees within one (1) calendar week following the event.

CONSULTANT shall audio record each Progress Meeting or Workshop and digitally deliver a copy of the recording with each set of Meeting Minutes.

E. Project Coordination

CONSULTANT shall provide written monthly updates on the status of the project to the OWNER's Project Manager. These shall be provided to all Participating Agencies.

The CONSULTANT shall document any major decisions made on the Project in a "Project Decision Log," with the date, and the rationale for each.

4. Deliverables

A. Technical Memoranda

a) **Assessment Results and Findings** – CONSULTANT will prepare multiple Technical Memoranda. One (1) Technical Memorandum will be transmitted for each Task summarizing the assessment results and findings. Draft technical memoranda will be submitted to the OWNER for review and comment based on the outlined criteria in the table below.

Technical Memorandum	Description
TM 1	Current Practices and Needs
TM 2	Current and Future Market and Regulatory Analysis
TM 3	Preliminary Alternatives and Options Development
TM 4	Regional Biosolids Program Feasibility Study (Phase I)

B. Final Report

a) **Cumulative Document** – CONSULTANT shall receive written comments from the OWNER for all Technical Memoranda. Upon consideration, CONSULTANT shall update the draft Technical Memoranda before issuance as a final document that is the cumulation of all prior documents. This cumulative document shall collectively be the Final Regional Biosolids Program Feasibility Study (Phase I).

C. Quality Control and Risk Management

All work performed under contract shall be monitored by the OWNER's Project Manager. Final inspection and acceptance of all work performed, reports and other deliverables shall be performed by the OWNER's Project Manager.

General quality measures as set forth below shall be applied to each work product received from the contractor under this scope of work.

- Timeliness – All submittals, including drafts, shall be submitted on or before the due date specified in the Scope of Work or submitted in accordance with a later scheduled date determined by or approved by the OWNER's Project Manager.
- Clarity - Work products shall be accurate, clear and concise. Technical content for all work products shall be accurate and presented in a logical format. All diagrams shall be easy to understand and be relevant to the supporting narrative. Presentation of all technical content shall adhere to accepted elements of style.
- Consistency to Requirements - All work products must satisfy the requirements of this Scope of Work.
- File Editing - All text and diagrammatic files shall be editable by the OWNER.
- Format – Final submittals shall be submitted in hard copy(ies) and electronically in media mutually agreed upon prior to submission.

The OWNER's Project Manager shall review, for completeness, preliminary or draft documentation that the CONSULTANT submits, and may return it to the awarded contractor for correction. Absence of any comments by the OWNER's Project Manager shall not relieve the CONSULTANT of the responsibility for complying with the requirements of this Scope of Work. Final approval and acceptance of documentation required herein shall be by letter of approval and acceptance by the OWNER. The CONSULTANT is responsible for assisting the OWNER in responding to any follow-up inquiries and/or changes requested by member agencies following their review of a test report or protocol evaluation as expeditiously as possible. The CONSULTANT shall not construe any letter of acknowledgment of receipt material as a waiver of review, nor as an acknowledgment that the material is in conformance with this Scope of Work. Any approval given during preparation of the documentation, or approval for shipment shall not guarantee the final acceptance of the completed documentation.

D. Format for Deliverables

OWNER typically accepts the following electronic formats. The CONSULTANT must confirm the format and quantities for project deliverables prior to preparation.

Document	Electronic Native Format
Text Documents	MS Word
Cost Estimates	MS Excel
Schedule	MS Project or Primavera
Engineering Drawings	AutoCad
Databases	MS Excel or Access
Presentations	MS PowerPoint

E. Scope Changes

The CONSULTANT is responsible for completing the project scope on schedule and within budget, at an acceptable level of quality, and managing the resources that perform the work. However, there may occasionally be unforeseen circumstances and/or situations that warrant adjustments to the scope of work and/or budget. In accordance with the Professional Services Agreement (PSA), any changes to contracted services shall be documented by contract amendments. The CONSULTANT must obtain written approval from the OWNER's Project Manager prior to performing any work outside the approved Scope of Work. When the CONSULTANT foresees the possibility that any of the Project goals will not be met, he/she shall immediately notify the OWNER's Project Manager to discuss a corrective plan. This includes any changes to the agreed-upon scope of work, schedule, budget, or level of quality.

F. Notice Regarding Late Delivery

CONSULTANT shall notify OWNER, as soon as it becomes apparent to the CONSULTANT that a scheduled delivery will be late. Consultant shall include in the notification the rationale for late delivery, the expected date for the delivery, and the project impact of the late delivery. The OWNER Project Manager will review the new schedule and provide guidance to the CONSULTANT. Such notification in no way limits OWNER's right to any and all rights and remedies up to and including termination of the Agreement.

5. Safety and Hazardous Materials

Although much of the scope of work will consist of reviewing existing documentation, interviews conducted in an office setting or via videoconference, and assembling technical memoranda and reports, a portion of the job may involve fieldwork and/or onsite visits. Some of the Agencies may require CONSULTANT to receive appropriate safety instructions from their own designated safety staff. Participation in this instruction, if required, is mandatory. This instruction does not replace any safety measures described in the Request for Proposals. CONSULTANT shall include in its proposal at least one-hour dedicated to safety training to be held at an Agency's facility prior to conducting any fieldwork.

CONSULTANT will follow any safety guidelines established for guests, contractors, and vendors as they are provided.