

AWS WATER AND WASTEWATER SERVICE AGREEMENT

COVER SHEET

This Water and Wastewater Service Agreement is between the Amazon Entity and the Provider identified below (the “**Parties**”), is made as of the Effective Date identified below (“**Effective Date**”), and includes this Cover Sheet, the Terms and Conditions, Exhibits, and any written supplements (“**Agreement**”).

The Parties to this Agreement are:

Amazon Entity:	Amazon Data Services, Inc. (“ AWS ”)
Provider:	City of Hermiston (“ Provider ”)
Effective Date:	The date this Agreement is executed by both Parties.
Project:	ADS data center site known as PDX150 located east of Highway 207 between Feedville Road and Hinkle Road, which exact location will be confirmed by ADS in a written notice before 1/1/2027.

Each Party’s contacts to receive notices about this Agreement are:

AWS	Provider
Amazon Data Services, Inc. 410 Terry Avenue North Seattle, WA 98109 Email: Infraenergy@amazon.com	City of Hermiston 180 NE 2 nd Street Hermiston, OR 97838
Legal Notices:	Legal Notices:
410 Terry Avenue North Seattle, WA 98109 Attention: General Counsel (AWS) Email: contracts-legal@amazon.com , infraenergy@amazon.com	180 NE 2 nd Street Hermiston, OR 97838 Attention: Byron Smith, City Manager Email: bsmith@hermiston.or.us Copy to: Rich Tovey, City Attorney Email: rtovey@hermiston.or.us

Key Terms:

Table 1: Service Specifications			
Provider Service:	Sewer Service	Potable Water	Temporary Non-Contact Cooling Water (NCCW) Discharge Service*
Infrastructure Design Improvements and Specifications:	Exhibit 1	Exhibit 1	Exhibit 1
Rate, in gallons per minute (GPM) or gallons per day (GPD):	7,500.00 /GPD	7,500.00 /GPD	75/ GPM
Pounds per Square Inch (PSI):**	N/A	50-70	N/A
Delivery Date:	11/05/2027	11/05/2027	11/05/2027

*Temporary NCCW discharge service will have an initial term of 2 years, which can be renewed in 1-year increments upon mutual written agreement between the Provider and AWS. Temporary NCCW discharge will be subject to the City's prevailing Industrial Pretreatment Program.

** Include high and low range

Table 2: AWS Reimbursement			
Provider Service:	Sewer Service	Potable Water	Other: interim non-contact cooling water (NCCW) discharge service
AWS Infrastructure Reimbursement Amount:	\$4,610,000.00	\$0	\$0

Table 3: Water Service Rates			
Provider Service:	Sewer Service	Potable Water	Temporary NCCW Discharge Service

Service Rate:	The then-current rate as it exists at the time of usage as set in the City of Hermiston Master Fee Schedule found at https://www.hermiston.gov	The then-current rate as it exists at the time of usage as set in the City of Hermiston Master Fee Schedule found at https://www.hermiston.gov	The then-current rate as it exists at the time of usage as set in the City of Hermiston Master Fee Schedule found at https://www.hermiston.gov
Billing and Payment	In accordance with the billing and payment terms of this Agreement.		

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Agreed to by both Parties as of the Effective Date:

AMAZON DATA SERVICES, INC.

By: _____

Name: _____

Title: _____

Date Signed: _____

CITY OF HERMISTON

By: _____

Name: _____

Title: _____

Date Signed: _____

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AWS WATER AND WASTEWATER SERVICE AGREEMENT

TERMS AND CONDITIONS

ARTICLE 1 – WATER AND SEWER INFRASTRUCTURE

1.1 Provider Infrastructure Obligations.

(a) **Infrastructure Delivery.** Provider will design, engineer, construct, install, operate, maintain, and undertake all other work, including the securing of property rights and easements, to deliver the Infrastructure in accordance with the Service Specifications, Good Utility Practice, and Applicable Law.

(b) **Delivery Delay Obligations.** If AWS, in its reasonable belief, or Provider believes that the Infrastructure necessary to provide a Provider Service will not be completed by the Delivery Date indicated in Table 1, then the Provider will provide AWS with an equivalent alternative source of such Provider Service (“**Alternate Service**”) beginning on the applicable Delivery Date. Provider will bill AWS, and AWS will be required to pay, for an Alternate Service in accordance with the rate in Table 3 of the Cover Sheet for the Provider Service it is replacing, and any excess or additional costs associated with providing the Alternate Service will be at Provider’s sole cost and expense. Provider will obtain any additional permits, agreements, waivers, or permissions necessary to provide an Alternate Service.

(c) **Reporting and Inspection.** Beginning on the 30th day following the Effective Date and continuing each month through completion of construction of the Infrastructure, the Provider will provide AWS a written report (“**Monthly Report**”) on the Provider’s permitting and construction progress in the form shown in Exhibit 2. AWS may comment on the Monthly Report, inspect progress during construction, and monitor and test for compliance with design specifications. Provider will provide AWS and AWS’s employees and agents physical access necessary for inspection of construction progress.

1.2 AWS Infrastructure Reimbursement Obligations.

(a) **Infrastructure Cost Reimbursement.** AWS will reimburse the Provider up to the AWS Infrastructure Reimbursement Amounts set out in Table 2 of the Cover Sheet for actual, documented and undisputed costs incurred by the Provider or its agents to design and construct the Infrastructure, in accordance with this Section.

(b) **Cost Changes.** The AWS Infrastructure Reimbursement Amounts set forth in Table 2 may not be modified without the prior written consent of AWS.

(c) **Reimbursement Schedule.** Within 30 days of the Effective Date, Provider will deliver to AWS a schedule of estimated monthly reimbursement amounts. The

schedule will show estimated reimbursement amounts, broken out by each Provider Service indicated in Table 1 of the Cover sheet, through each applicable Delivery Date. Upon AWS's request, the Provider will update the schedule of estimated monthly reimbursement amounts as the project progresses. To the extent Provider considers there are additional necessary tasks which exceed the AWS Infrastructure Reimbursement Amounts set out in Table 2 of the Cover Sheet, Provider shall notify AWS of such costs and the Parties will negotiate and agree any mutually acceptable amendments to this Agreement to address any such additional necessary tasks. AWS will not have any obligation to reimburse Provider's costs of such additional necessary tasks in the absence of an executed amendment to this Agreement.

(d) **Monthly Billing.** On or before the 10th day of each month of the Term, the Provider will provide AWS with an invoice of the actual costs of the Infrastructure incurred by Provider or its agents during the preceding month and any amount in arrears. The Provider's invoice must include reasonable documentation acceptable to AWS showing actual costs and expenses incurred. AWS will pay undisputed amounts owed to the Provider within 30 days of receipt of the Provider's invoice for such amounts.

1.3 **Latecomer Connection Charge.** If the Provider receives a request to connect to the Infrastructure from a Latecomer, it will provide written notice of such request to AWS within 5 business days. For 5 years after the completion date of any Infrastructure, the Provider will impose a connection charge from any and all Latecomers that connect to such Infrastructure (a "**Latecomer Connection Charge**") prior to allowing the Latecomer to connect to the Infrastructure. AWS may in its sole discretion waive a Latecomer Connection Charge. Each Latecomer Connection Charge will be calculated based on the Latecomer's proportionate use of the Infrastructure consistent with the Latecomer Charge Methodology. Provider will pay to AWS the full amount of any and all Latecomer Connection Charges collected pursuant to this Section within 30 days of receipt of funds from the Latecomer.

1.4 **Provider Operation, Maintenance and Repair Obligations.** The Provider will operate and maintain, repair, and upgrade as necessary, the Potable Water System, Non-Potable Water System and Sewer System in a manner consistent with Good Utility Practice and in accordance with all Applicable Law.

1.5 **Construction Step-In Events.** If AWS reasonably believes that any or all of the Infrastructure will not be completed by the applicable Delivery Date, and, in AWS's reasonable belief, the Provider is unable to provide Alternate Service by the Delivery Date, then AWS may require Provider to provide, for AWS's approval, its detailed plan for timely completion of the Infrastructure (the "**Recovery Plan**"). If Provider fails to provide a Recovery Plan acceptable to AWS within 20 business days, or fails to comply with an approved Recovery Plan, to such an extent that AWS reasonably believes will result in a delay of more than 2 weeks to the applicable Delivery Date (or such other date as may have been included in the approved Recovery Plan), then, upon written notice to Provider, AWS may take over construction of any or all of the Infrastructure using all or any portion of the contractors hired by Provider, or other contractors selected by AWS (a "**Construction Step-in Event**"). If AWS elects to complete the Infrastructure

construction with Provider's contractors, Provider will promptly assign the relevant contracts to AWS. All work performed by AWS with respect to a Construction Step-in Event will be in accordance with Applicable Law and Good Utility Practice. Construction Step-in Events will be subject to the following provisions:

(a) **Work Following Construction Step-In Event.** Upon receipt of AWS's notice of a Construction Step-in Event, Provider will cease all work related to construction of the Infrastructure subject to a Construction Step-in Event, terminate all contracts, except those to be assigned to AWS or another entity as directed by AWS, and deliver to AWS the parts of the Infrastructure completed by Provider and materials paid for by AWS prior to the Construction Step-in Event, together with any manuals (including as-built drawings). AWS will be responsible for the costs to complete construction of the Infrastructure subject to a Construction Step-in Event.

(b) **Reasonable Assistance.** Upon receipt of AWS's notice of a Construction Step-in Event, Provider will provide reasonable assistance to AWS, consistent with the assistance it would provide to its own contractors and agents.

(c) **Property Rights & Permits.** At AWS's request, Provider will obtain all property rights and easements necessary for AWS to construct the Infrastructure subject to a Construction Step-in Event through whatever means necessary. AWS will reimburse the Provider for the reasonable costs of obtaining property rights and easements. AWS will reasonably assist Provider in acquiring property rights and easements.

(d) **Acceptance Testing.** Within 10 days of AWS's written notification of its completion of construction of the Infrastructure subject to a Construction Step-In Event, the Provider will promptly cause such Infrastructure to be inspected by an independent engineer selected by the Provider and reasonably accepted by AWS (the "Independent Engineer") and tested for meeting the Infrastructure Design Specifications.

(e) **Turnover and Acceptance.** Within 30 days of the completion of construction of Infrastructure subject to a Construction Step-In Event, AWS will turn over, assign, and convey to the Provider, and the Provider will accept, all real and personal property interests related to such Infrastructure including, but not limited to, documents identifying and/or confirming interests in real property, warranties of fitness and other performance guarantees provided by third parties to AWS relating to all facilities, equipment and other property received by AWS, copies of any government approvals, and as-built drawings. The Parties will work cooperatively to transfer to the Provider any (i) governmental approvals held by AWS that, under Applicable Law, must be held by the Provider in order for the Provider to own or operate the Infrastructure at issue and (ii) warranty provided by contractors hired by AWS to complete the Infrastructure being accepted by the Provider. Turnover and acceptance may be accomplished in sections, rather than all Infrastructure at one time.

ARTICLE 2 – TERM, EFFECTIVE DATE, TERMINATION

2.1 Term.

(a) **Initial Term.** This Agreement will take effect on the Effective Date and will remain in effect for 25 years (“**Initial Term**”).

(b) **Renewal Terms.** Upon the expiration of the Initial Term, this Agreement will renew by its own terms for successive 5 year terms (each a “**Renewal Term**”, and together with the Initial Term, “**Term**”) unless AWS provides written notice to the Provider either at least 90 days prior to the expiration of the Initial Term or any Renewal Term that it does not intend to renew the Agreement.

2.2 Termination.

(a) **Termination by AWS.** AWS may terminate this Agreement at any time during the Term by providing written notice to Provider at least 90 days prior to the date of such termination. If AWS terminates this Agreement pursuant to this Section, then AWS’s sole liability and Provider’s exclusive remedy is payment for (i) any outstanding AWS Infrastructure Reimbursement Amounts incurred by Provider as of the termination date and (ii) any Provider Services provided under this Agreement as of the termination date.

(b) **Termination from Closure.** Provider may terminate this Agreement upon 90 days’ prior written notice only if (i) the Project permanently ceases its data center operations for more than 12 consecutive months and at least 3 years has passed from the Effective Date and (ii) Provider has paid AWS all amounts due and owing under this Agreement.

ARTICLE 3 – RATES AND PAYMENTS

3.1 **AWS Obligation to Pay for Provider Services.** AWS will pay for the Provider Services in accordance with the rates contained in Table 3 of the Cover Sheet.

3.2 **Monthly Billing of Provider Services.** The Parties’ obligations with respect to billing, payments, disputes, and delinquencies for Provider Services will be governed by the Billing and Payment provisions contained in Article 1 and Table 3 of the Cover Sheet.

3.3 **Fair Rates.** If Provider modifies its rate structure or proposes any change in rates to AWS or AWS’s customer class, Provider will allocate all costs fairly and reasonably to customers based on Provider’s costs of providing service to each customer class.

3.4 **Measurement of Water Quantity.** The Provider will install, own, operate, and maintain one or more meters that meet all applicable accuracy, precision, and calibration standards established by Good Utility Practice and Applicable Law. The Provider will read each meter recording as necessary to effectuate monthly billing in accordance with this Agreement.

3.5 **Failure to Provide Services.** Provider must provide notice to AWS at least 10 days in advance if Provider Services will be interrupted for maintenance, repairs, or other purposes, or as soon as reasonably possible in the case of unplanned maintenance or a Force Majeure Event,. If for any reason, Provider does not provide Provider Services for more than 24 hours, Provider will supply substitute Provider Services at no additional cost to AWS. If Provider does not provide substitute Provider Services, AWS may provide its own substitute Provider Services and Provider must cooperate to provide access to Infrastructure as needed for AWS to utilize such substitute Provider Services

3.6 **Taxes.** Provider may charge and AWS will pay applicable national, state or local sales or use taxes or value added taxes that Provider is legally obligated to charge ("Taxes"), provided that such Taxes are stated on the original invoice that Provider provides to AWS and Provider's invoices state such Taxes separately and meet the requirements for a valid tax invoice. AWS may provide Provider with an exemption certificate or equivalent information acceptable to the relevant taxing authority, in which case, Provider will not charge and or collect the Taxes covered by such certificate. AWS may deduct or withhold any taxes that AWS may be legally obligated to deduct or withhold from any amounts payable to Provider under this Agreement, and payment to Provider as reduced by such deductions or withholdings will constitute full payment and settlement to Provider of amounts payable under this Agreement. Throughout the term of this Agreement, Provider will provide Amazon with any forms, documents, or certifications as may be required for Amazon to satisfy any information reporting or withholding tax obligations with respect to any payments under this Agreement.

ARTICLE 4 – FORCE MAJEURE EVENT & CHANGE IN LAW

4.1 **Definition.** A Party will not be responsible for any delay or failure to perform to the extent that the delay or failure to perform is caused by an event or circumstance that (a) is beyond the reasonable control of such Party, (b) was not foreseeable at the time of execution of this Agreement, and (c) prevents, hinders or delays such Party in its performance of any (or any part) of its obligations under this Agreement (each, a "**Force Majeure Event**"). Subject to the requirements of the prior sentence, Force Majeure Events may include acts of God, sudden actions of the elements such as floods, earthquakes, hurricanes, or tornadoes; high winds, lightning, ice storms or other weather event or physical natural disaster of a strength or duration that is not normally encountered in the area of the Project; fire; sabotage; vandalism; terrorism; war; cyber-attacks; invasion; hostilities; rebellion; revolution; requisition, expropriation or compulsory acquisition by any governmental or competent authority; riots; explosion; blockades; insurrection; epidemics; employment strike against a third-party; slow down or labor disruptions (even if such difficulties could be resolved by conceding to the demands of a labor group); or interruptions to transportation.

Under no circumstances will the following events constitute a Force Majeure Event: (i) any acts or omissions of any third party under the control or direction of a Party, including, without limitation, any vendor, customer, or supplier of the Party claiming a Force Majeure Event, unless such acts or omissions themselves result from underlying Force Majeure

Events; (ii) changes in economic or market conditions that affect the costs or benefits of a Party's performance or availability of funds to make payments due; (iii) equipment defects; or (iv) any delay in providing, or cancellation of, any approvals by the issuing Governmental Authority unless resulting from an underlying Force Majeure Event.

4.2 Notice and Mitigation. The Party affected by a Force Majeure Event will promptly notify the other Party in writing of such event, giving details of the Force Majeure Event, its anticipated effect on the affected Party's performance under this Agreement, and the steps that the affected Party is taking to remedy the delay. Upon the occurrence of a Force Majeure Event, the affected Party will, as promptly as practicable, use all reasonable efforts to eliminate the cause of such Force Majeure Event, reduce costs, and resume performance under this Agreement. Upon cessation of a Force Majeure Event, the affected Party will provide prompt written notice to the other Party.

4.3 Change in Law. If changes to any legal or regulatory authority materially impact the enforceability or operation of this Agreement, the Parties will negotiate in good faith to amend this Agreement to preserve the benefits of this Agreement to each Party; provided that this Agreement will be enforced and implemented to the fullest extent permitted by Applicable Law, even if no such amendment is agreed to by the Parties.

ARTICLE 5 – INDEMNIFICATION

5.1 Indemnification by the Provider. Provider will indemnify, defend, and hold harmless Amazon and its Affiliates, and their respective directors, officers, employees, representatives, licensees, distributors, contractors, agents successors and assigns ("the AWS Indemnified Parties") from and against all third party claims, demands, injuries (including personal injury, death, and property damage) and legal proceedings and all resulting Damages, arising or resulting from: (1) the negligence or willful conduct of Provider, or any of its officers, employees, agents, representatives, or contractors in connection with performance of their respective obligations under this Agreement; (2) any violation of Applicable Law arising from the activities of Provider, or any of its officers, employees, agents, representatives, or contractors in connection with performance of its obligations under this Agreement; (3) the failure by Provider to fulfill any of its obligations under this Agreement; **except that** AWS Indemnified Parties will not be indemnified hereunder if such Damages arise or result from the gross negligence or willful misconduct of any AWS Indemnified Party or the unexcused breach by AWS of any of its obligations under this Agreement.

5.2 Indemnification by Amazon. Amazon will indemnify, defend, and hold harmless Provider and its Affiliates, and their respective directors, officers, employees, representatives, licensees, distributors, contractors, agents successors and assigns ("**Provider Indemnified Parties**") from and against all third party claims, demands, injuries (including personal injury, death, and property damage) and legal proceedings and all resulting Damages, arising or resulting from: (1) the negligence or willful conduct of Amazon, or any of its officers, employees, agents, representatives, or contractors in connection with performance of their

respective obligations under this Agreement; (2) any violation of Applicable Law arising from the activities of Amazon, or any of its officers, employees, agents, representatives, or contractors in connection with performance of its obligations under this Agreement; (3) the failure by Amazon to fulfill any of its obligations under this Agreement; **except that** Provider Indemnified Parties will not be indemnified hereunder if such Damages arise or result from the gross negligence or willful misconduct of any Provider Indemnified Party or the unexcused breach by Provider of any of its obligations under this Agreement.

ARTICLE 6 – WARRANTIES AND COVENANTS

6.1 **Supply Chain Standards.** To the extent applicable to the Provider's activities in connection with the Agreement, the Provider will, and will cause its Affiliates to, comply with the Supply Chain Standards. If any updates made to the Supply Chain Standards after the Effective Date are unacceptable to the Provider (acting reasonably and in accordance with Good Utility Practice), the Provider may provide written notice to AWS of the same, including a full explanation. Following AWS' receipt of such notice, the Parties will work together in good faith to agree to any exceptions from the updates to the Supply Chain Standards.

6.2 **Public Announcements.** The Provider will not issue, or allow a third party or Affiliate to issue, any public announcement, press release or public statement, or conduct press tours, regarding this Agreement without AWS's prior written consent, not to be unreasonably withheld. AWS may issue public announcements, press releases, and statements related to this Agreement in its sole discretion. The Provider may disclose information to third parties if such information has already been publicly disclosed by AWS, and the Provider is directly asked to provide such information by the third party.

ARTICLE 7 – DEFAULT AND REMEDIES

7.1 **Events of Default.** Any of the following actions or inactions by a Party will constitute an "**Event of Default**" if such Party (the "**Defaulting Party**"):

(a) **Breach of Obligations.** Fails to perform any material obligations or covenants under this Agreement, which failure continues for 30 days after written notice from the other Party ("**Non-Defaulting Party**").

(b) **Insolvency.** (i) Becomes insolvent or is unable to pay its debts or fails (or admits in writing its inability) generally to pay its debts as they become due; (ii) makes a general assignment, arrangement, or composition with or for the benefit of its creditors; (iii) has instituted against it a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditor's rights, or a petition is presented for its winding-up or liquidation, which proceeding is not dismissed, stayed, or vacated within 30 days thereafter; (iv) commences a voluntary proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors' rights; (v) seeks or consents to the appointment of an administrator, provisional liquidator, conservator, receiver, trustee, custodian, or other similar

official for it or for all or substantially all of its assets; (vi) has a secured party take possession of all or substantially all of its assets, or has a distress, execution, attachment, sequestration, or other legal process levied, enforced, or sued on or against all or substantially all of its assets; (vii) causes or is subject to any event with respect to it which, under the applicable law of any jurisdiction, has an analogous effect to any of the events specified in clauses (i) to (vi) inclusive; or (viii) takes any action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any of the foregoing acts.

If the acting party is the Provider:

(c) Fails to provide a Provider Service or Alternate Service by the applicable Delivery Date.

7.2 Remedies for Event of Default. Upon the occurrence of an Event of Default and notice to the Defaulting Party, the Non-Defaulting Party may:

- (a) Suspend performance of its obligations under this Agreement; and
- (b) Receive from the Defaulting Party direct Damages incurred by the Non-Defaulting Party in connection with such Event of Default.

7.3 Limitation of Damages. Damages payable under this Agreement will be limited to direct Damages. In no event will AWS be liable for Damages in excess of the sum of the AWS Infrastructure Reimbursement Amounts set forth in Table 2. Neither Party will be liable for indirect, special, consequential, incidental, exemplary, or punitive Damages including, without limitation, lost profits, lost production, or lost revenues, arising out of this Agreement, except to the extent resulting from a Party's indemnification obligations under this Agreement.

7.4 No Waiver. A Party's failure at any time or times to require strict performance by the other Party of any provision of this Agreement will not waive, affect, or diminish any right of such Party thereafter to demand strict compliance and performance herewith or therewith. Any suspension or waiver of an Event of Default will not suspend, waive, or affect any other Event of Default whether the same is prior or subsequent thereto and whether the same or of a different type. No waiver is effective unless signed in a non-electronic form by the waiving Party.

ARTICLE 8 – MISCELLANEOUS

8.1 Notices. Each Party consents to electronic signatures, unless otherwise specified herein. All notices under this Agreement must be written, and in English, and notice will be deemed effective when received. All notices will be sent in accordance with the Cover

Sheet. Either Party may from time to time change its notice address by giving the other Party notice of the change in accordance with this Section.

8.2 Severability. If any court of competent jurisdiction or applicable Governmental Authority finds any part of this Agreement invalid or unenforceable, then that part is deemed modified to the extent necessary to render it valid and enforceable. If it cannot be so saved, it will be severed, and the remaining parts will remain in full force and effect.

8.3 Assignment. Except as provided in this Section, neither Party may assign this Agreement without the other Party's prior written consent, which will not be unreasonably withheld. AWS may assign this Agreement to an Affiliate of AWS without the Provider's consent where such Affiliate agrees to be bound by and perform AWS's obligations under this Agreement.

8.4 Non-Waiver. A waiver of one breach under this Agreement is not a waiver of any other breach. No waiver is effective unless signed in a non-electronic form by the waiving Party.

8.5 Governing Law and Venue. This Agreement will be governed by and interpreted in accordance with the laws of the State of Oregon, excluding its conflicts of law provisions. Disputes under or related to this Agreement will be resolved in the state or federal courts in the State of Oregon. Provider agrees to that venue and jurisdiction and waives all defenses of lack of personal jurisdiction and inconvenient forum.

8.6 Waiver of Jury Trial. Each Party waives, to the fullest extent permitted by Applicable Law, any right it may have to a trial by jury in respect of any dispute arising out of or relating to this Agreement.

8.7 Survival. Sections 1.1, 1.3, 1.4, 3, 5, 6.2, 6.3, 7.3, 8.5, 8.6, and 8.7 will survive expiration or termination of this Agreement.

8.8 No Third-Party Beneficiaries. Nothing in this Agreement will provide any benefit to any third-party or entitle any third-party to any claim, cause of action, remedy, or right of any kind.

8.9 Relationship of Parties. The Parties are independent contractors, and nothing in this Agreement creates an employer-employee relationship, a partnership, joint venture, or other relationship between the Parties. Neither Party has authority to assume or create obligations of any kind on the other's behalf.

8.10 Entire Agreement; Counterparts. This Agreement, together with all incorporated exhibits and schedules and the NDA, constitute the complete and final agreement of the Parties pertaining to the respective subject matter and supersede the Parties' prior related agreements, understandings, and discussions. Each Party will accept electronic signatures for the execution of this Agreement and execution may be conducted in counterparts, each of which

(including signature pages) is an original, but all of which together is one and the same instrument.

ARTICLE 9 – DEFINITIONS AND INTERPRETATION

9.1 **Interpretation.** The Parties have fully negotiated this Agreement, and it will be interpreted according to the plain meaning of its terms without any presumption that it should be construed either for or against either Party. Words, phrases or expressions not otherwise defined in this Agreement that (i) have a generally accepted meaning in Good Utility Practice will have such meaning in this Agreement or (ii) do not have well known and generally accepted meaning in Good Utility Practice but that have well known and generally accepted technical or trade meanings, will have such recognized meanings. The symbol “\$” refers to the United States Dollar.

9.2 **Definitions.** As used in this Agreement, the following terms will have the meanings set forth below:

(a) **“AWS Indemnified Party”** means AWS and its Affiliates and their respective directors, officers, employees, agents, representatives, successors, and assigns.

(b) **“Affiliate”** means, with respect to any person, each person that directly or indirectly controls, is controlled by, or is under common control with such designated person. For purposes of this definition, “control” (including, with correlative meanings, the terms “controlled by” and “under common control with”), as used with respect to any person, will mean (i) the direct or indirect right to cast at least 50% of the votes exercisable at an annual general meeting (or its equivalent) of such person or, if there are no such rights, ownership of at least 50% of the equity or other ownership interest in such person, or (ii) the right to direct the policies or operations of such person.

(c) **“Applicable Law”** means all laws, statutes, rules, regulations, ordinances, codes, judgments, orders, approvals, tariffs, decrees, and other pronouncements having the effect of law of any Governmental Authority.

(d) **“Damages”** means any liability, judgment, fine, penalty, settlement, expense and cost (including reasonable attorney’s fees).

(e) **“Direct Damages”** means damages that flow from a breach of contract in the ordinary course of events.

(f) **“Good Utility Practice”** means any of the practices, methods, and acts engaged in or approved by a significant portion of the water utility industry during the relevant time period, or any of the practices, methods, and acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety, and expedition. Good Utility Practice is not intended to be limited to

the optimum practice, method, or act, to the exclusion of all others, but rather is intended to include acceptable practices, methods, and acts generally accepted in the industry.

(g) **“Governmental Authority”** means any national, state, provincial, local, tribal or municipal government, any political subdivision thereof or any other governmental, regulatory, quasi-governmental, judicial, public or statutory instrumentality, authority, body, agency, department, bureau, or entity with authority to bind a Party at law.

(h) **“Infrastructure”** means the facilities that will provide each Provider Services to the Project, as set forth in the Infrastructure Design Specifications in Table 1.

(i) **“Latecomer”** means any industrial user who in the future receives potable, non-potable or sanitary sewer services through the Infrastructure constructed pursuant to this Agreement within 5 years of the date of the completion of that Infrastructure.

(j) **“Latecomer Charge Methodology”** means the following calculation:

Latecomer Charge (\$USD) = (Latecomer Capacity/Total Capacity) * Infrastructure Cost

Where:

Latecomer Capacity is the capacity of a Provider Service requested by a Latecomer.

Total Capacity is the total capacity of the applicable Infrastructure.

Infrastructure Cost is the AWS Infrastructure Reimbursement Amount for the applicable Provider Service under this Agreement.

(k) **“Non-Potable Water System”** means a non-potable water supply system owned and operated by Provider to provide non-potable water to industrial users that are customers of Provider.

(l) **“Potable Water System”** means a potable water supply system owned and operated by Provider to provide potable water to residents and businesses that are customers of Provider.

(m) **“Provider Services”** means the water services meeting the Service Specifications set forth in Table 1 of the Cover Sheet. Water services are subject to all provisions of Hermiston Municipal Code Chapters 51 and 52.

(n) **“Sewer System”** means a sewer system owned and operated by Provider that receives and treats wastewater from customers of Provider.

(o) **“Supply Chain Standards”** means the supply chain standards available at: <https://sustainability.aboutamazon.com/people/supply-chain>, as amended from time to time.

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EXHIBIT 1
Infrastructure Improvements:

(Mark Responsible Party Where Appropriate)

	Delivery Date	Provider	AWS
Design & engineering services	11/1/2026	X	N/A
Infrastructure construction	11/5/2027	X	N/A
Infrastructure operation	Delivery of infrastructure to end of Term	X	N/A
Infrastructure maintenance	Delivery of infrastructure to end of Term	X	N/A
Obtaining permits	As required to finish infrastructure construction	X	N/A
Obtaining easements	As required to finish infrastructure construction	X	N/A

**AMENDMENT NO. 1
TO
WORK ORDER NO. 2025-6**

Job No. 736-187

PROJECT: CITY OF HERMISTON, OREGON - FEEDVILLE ROAD AND HIGHWAY 207 - UTILITY
SYSTEM IMPROVEMENTS

UNDERSTANDING OF AMENDMENT

The following revisions shall be made to the original Work Order associated with the Feedville Road and Highway 207 - Utility System Improvements project dated September 18, 2025, between Anderson Perry & Associates, Inc. (Engineer) and the City of Hermiston (Owner).

The purpose of this Amendment is to incorporate provisions for the connection of interim non-contact cooling water to the Owner's existing sewer system via a metering vault and to revise the anticipated completion date from January 2028 to November 2027. These changes are reflected in the Project Understanding section of the Attached Scope of Work - Amendment No. 1, dated June 22, 2026; no revisions were made to Tasks 1 through 3. Given these changes, the total fee will increase from \$756,000 to \$879,000, an increase of \$123,000.

I. SCOPE OF SERVICES Delete this section in its entirety, and replace it with the following:

In accordance with the Agreement for General Engineering Services dated March 10, 2025, the Owner hereby authorizes the Engineer to perform the following professional engineering services:

Provide professional services for the Feedville Road and Highway 207 - Utility System Improvements project as described in the attached Scope of Work, dated September 18, 2025, and Scope of Work - Amendment No. 1, dated June 22, 2026.

III. BASIS OF PAYMENT Delete this section in its entirety, and replace it with the following:

- ☒ Lump Sum Basis for Task 1 - Design Engineering for a fee of \$400,000.
- ☒ Time and Materials Basis for Task 2 - Construction Engineering and Task 3 - Environmental Review estimated to be \$400,000 and \$79,000, respectively. These amounts will not be exceeded without notification to and approval from the Owner.
- ☐ Other as described hereafter:

This Amendment executed this 23rd day of June 2026.

Engineer
Anderson Perry & Associates, Inc.

Owner
City of Hermiston, Oregon

Chas Hutchins, P.E.

Name

Chas Hutchins

Signature

Mark Morgan

Name

Mark Morgan

Signature

President

Title

Assistant City Manager

Title

**SCOPE OF WORK - AMENDMENT NO. 1
CITY OF HERMISTON, OREGON
FEEDVILLE ROAD AND HIGHWAY 207 - UTILITY SYSTEM IMPROVEMENTS
June 22, 2026**

PROJECT UNDERSTANDING

This Scope of Work (SOW) outlines the project understanding and services to be performed by Anderson Perry & Associates, Inc. (Engineer) for the Feedville Road and Highway 207 - Utility System Improvements project for the City of Hermiston, Oregon (Owner). The Owner intends to install potable water, sanitary sewer, and non-contact cooling water (NCCW) utilities to serve a future data center located on Feedville Road between Hinkle Road and Highway 207. The project will include connecting to the Owner's existing potable water system in Feedville Road, constructing a new 12-inch sanitary sewer main within public rights-of-way (ROWs) to connect to the Owner's existing sewer system, and installing an 8-inch polyvinyl chloride (PVC) NCCW line with a metering vault that will discharge into the newly constructed sewer system.

The proposed improvements generally include approximately 12,500 linear feet (LF) of 12-inch gravity sanitary sewer main, one railroad crossing, two irrigation canal crossings, approximately 750 LF of 8-inch PVC water main, an 8-inch PVC NCCW pipeline, and associated surface restoration improvements. Construction of these improvements is anticipated to begin in 2027, with substantial completion anticipated by November 2027.

TASK 1 - DESIGN ENGINEERING

No changes.

TASK 2 - CONSTRUCTION ENGINEERING

No changes.

TASK 3 - ENVIRONMENTAL REVIEW

No changes.

ADDITIONAL SERVICES

No changes.

ScpoWrk-Amndmt1_Hermiston_FeedvilleRdHwy207UtilityImp_736-187-000.docx

**Work Order - City of Hermiston, Oregon, and Anderson Perry & Associates, Inc.
Feedville Road and Highway 207 - Utility System Improvements**

Work Order No. 2025-6
Date: September 18, 2025

Job No. 736-187

I. SCOPE OF SERVICES

In accordance with the AGREEMENT FOR GENERAL ENGINEERING SERVICES dated March 10, 2025, the Owner hereby authorizes the Engineer to perform the following professional engineering services:

Provide professional services for the Feedville Road and Highway 207- Utility System Improvements project as described in the attached Scope of Work, dated September 18, 2025.

II. SPECIAL CONDITIONS

SPECIAL CONDITIONS related to this WORK ORDER are as follows: None.

III. BASIS OF PAYMENT

- ☒ Lump Sum Basis for Task 1 - Design Engineering, is estimated to be \$348,000.
- ☒ Time and Materials Basis for Task 2 - Construction Engineering, is estimated to be \$363,000, and Task 3 - Environmental Review, is estimated to be \$45,000. These amounts will not be exceeded without notification to and approval from the Owner.

IV. AUTHORIZATION OF WORK ORDER

Owner: **City of Hermiston, Oregon**

By: 

Type Name: Mark Morgan

Title: ACM

Acceptance by Vendor: **Anderson Perry & Associates, Inc.**

By: 

Type Name: Chas Hutchins, P.E.

Title: President

SCOPE OF WORK
CITY OF HERMISTON, OREGON
FEEDVILLE ROAD AND HIGHWAY 207 - UTILITY SYSTEM IMPROVEMENTS
August 8, 2025

PROJECT UNDERSTANDING

This Scope of Work (SOW) outlines the project understanding and the tasks that will be performed by Anderson Perry & Associates, Inc. (Engineer) for the Feedville Road and Highway 207 - Utility System Improvements project for the City of Hermiston, Oregon (Owner). The Owner intends to install water, sewer, and non-contact cooling water (NCCW) utilities to a future data center located on Feedville Road between Hinkle Road and Highway 207. This will include tying into the Owner's potable water line in Feedville Road, installing a new sewer main on the public right-of-way (ROW) to connect to the Owner's existing sewer system, and installing an 8-inch polyvinyl chloride (PVC) NCCW line that ties into a future NCCW discharge line from a separate data center located east of the proposed project location. The improvements generally will include approximately 12,500 linear feet (LF) of 12-inch gravity sewer main, one railroad crossing, one irrigation canal crossing, 750 LF of 8-inch PVC water line, and various types of surface restoration. Construction for these improvements is anticipated to occur in 2027 with completion anticipated by January 2028.

Project Management and Coordination

The Engineer will provide project management and coordination of all tasks included in this SOW, including:

1. Prepare for and hold a pre-design coordination meeting with the Owner to review the project and discuss critical design issues, objectives, needs, schedule, etc.
2. Prepare an initial project schedule and updates as needed.
3. Provide monthly invoices and progress reports.
4. Provide quality assurance and quality control review of all documents.

Upon approval by the Owner for the Engineer to proceed, the Engineer will provide services for the project, including the following tasks.

TASK 1 - DESIGN ENGINEERING

Design Engineering

1. Prepare preliminary design documents consisting of final design criteria, preliminary Drawings, outline Specifications, and written descriptions of the project.
2. Complete a topographic design survey of the work area. The topographic design survey will include existing utilities (located by others), fire hydrants, water meters, valves, manholes, etc. A formal request for utility locations within the project boundary will be requested by the Engineer. Much of this survey work has been performed for a prior project and will be incorporated into the additional survey data gathered for this project.

3. Provide necessary mapping from the design survey for the Engineer's design purposes.
4. Visit the site as needed to prepare the design documents.
5. Prepare 60 percent draft Drawings for the proposed improvements for review by the Owner.
6. Prepare a 90 percent draft Advertisement for Bids, Instructions to Bidders, and Bidder's Packet (hereinafter referred to as Bidding Documents) and a draft Agreement, Contract Forms, Conditions of the Contract, Technical Specifications, and Drawings (hereinafter referred to as Contract Documents) for the proposed improvements.
7. Prepare a draft opinion of probable construction cost as part of the draft Bidding and Contract Documents.
8. Make adjustments as needed to the draft opinion of probable construction cost based on the 90 percent Documents.
9. Attend design review meetings with the Owner at the 60 and 90 percent complete stages.
10. Make adjustments as needed to the opinion of probable construction cost and probable total project cost based on the final Bidding and Contract Documents.
11. Prepare and furnish the necessary number of copies of the final Bidding and Contract Documents for use by the Owner, its legal counsel and other advisors as appropriate, and appropriate agencies.

Deliverables

- Kickoff meeting minutes
- Topographic base map including a digital terrain model of the project site
- Bidding and Contract Documents delivered at the 90 percent and final design stages
- Opinion of probable construction cost

Assumptions

- The Owner will handle all negotiations with individual property owners for required easements and any land needing to be acquired for the project.
- A geotechnical investigation will not be required. All bores for the project will be designed to a sufficient diameter that allows for rock breaking and removal as may be needed.
- No utility relocations or storm sewer drainage piping improvements are anticipated to be included in the project design.
- The Engineer will coordinate permitting with Union Pacific Railroad (UPRR), Umatilla County, and Oregon Department of Transportation (ODOT) for bores and work within the ROW. All fees will be paid by the Owner directly and are not included in the estimated Engineer fees.
- The Engineer will prepare Bidding and Contract Documents for the project in accordance with the Engineers Joint Contract Documents Committee - 2018 standard documents.

- The Owner will pay all required plan review and permit fees.
- A topographic survey and construction staking will be provided by the Engineer.
- Unrestricted access to the project area is available to complete the work. The Engineer will coordinate with UPRR, Umatilla County, and ODOT for access to the project area within their corresponding jurisdictions.
- The Owner will secure the necessary land easements, rights-of-way, and construction permits. The Engineer can assist the Owner with these tasks, if requested, as outlined under “Additional Services.”

The Design Engineering services will be considered complete when the final Bidding and Contract Documents are approved by the Owner and other entities having jurisdiction.

TASK 2 - CONSTRUCTION ENGINEERING

After acceptance of the Bidding and Contract Documents by the Owner and appropriate agencies and upon authorization by the Owner to proceed, the Engineer will perform the following tasks.

1. Assist the Owner in advertising and obtaining bids for the work and maintain a record of prospective bidders to whom Bidding and Contract Documents have been issued. The Engineer will attend a pre-bid conference, if held, and answer questions from prospective bidders and suppliers.
2. Prepare and issue addenda as appropriate to clarify, correct, or change the Bidding Documents and/or Contract Documents.
3. Consult with the Owner as to the acceptability of the subcontractors, vendors, suppliers, and other persons and entities proposed by contractors for the portions of the work where acceptability is required by the Bidding and Contract Documents.
4. Attend the bid opening, prepare a bid tabulation, assist the Owner in evaluating bids, and assist in assembling and awarding the contract for the work.
5. After award of the construction contract by the Owner, meet with the Contractor and Owner in a pre-construction conference to discuss project schedules, procedures, etc.
6. Review and take other appropriate action with respect to Shop Drawings, samples, and other data the Contractor is required to submit. Such action is only to determine conformance with the information given in the Contract Documents and compatibility with the design concept of the completed project as a functioning whole as indicated in the Contract Documents. Such review or other action will not extend to means, methods, techniques, sequences, procedures of construction, or safety precautions and programs incident thereto.
7. Provide construction surveys and staking, if any as noted in the Contract Documents, to enable the Contractor to perform its work.
8. Receive and review schedules, guarantees, bonds, certificates, other evidence of insurance required by the Contract Documents, certificates of inspection, tests and approvals, and other data to be assembled by the Contractor in accordance with the Bidding and Contract Documents.
9. Provide general engineering observation of the work of the Contractor as construction progresses. The Engineer will provide full-time or part-time on-site observation as appropriate, and as approved by the Owner. These observations are not intended to be exhaustive or to extend to every aspect of

the work or to involve detailed inspections of the work. The Engineer will keep the Owner informed as to any known deviations from the general intent of the Contract Documents or agreements made at the pre-construction conference. Copies of regular project observation reports will be sent to the Owner. The Engineer's undertaking hereunder will not relieve the Contractor of the obligation to perform the work in conformity with the Contract Documents and in a workmanlike manner.

The Engineer will not, as a result of such observations of the Contractor's work in progress, supervise, direct, or have control over the Contractor's work, nor will the Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by the Contractor, for safety precautions and programs incident to the work of the Contractor, or for any failure of the Contractor to comply with laws, rules, regulations, ordinances, codes, or orders applicable to the Contractor's furnishing and performing the work. Accordingly, the Engineer neither guarantees the performance of any Contractor nor assumes responsibility for any contractor's failure to furnish and perform their work in accordance with the Contract Documents.

10. The Engineer will not be responsible for any decision made regarding the Contract Documents, or any application, interpretation, clarification, or modification of the Contract Documents, other than those made by the Engineer or its consultants.
11. Legal advice or representation are not included in the Engineer's services.
12. Keep the Owner informed concerning progress of the work and attend meetings held by the Owner, outside agencies, and the Contractor as they relate to the project. All of the Owner's instructions to the Contractor, if any, will be issued through the Engineer.
13. Issue necessary clarifications and interpretations of the Contract Documents as appropriate for the orderly completion of the work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. The Engineer may issue Field Orders authorizing minor variations from the requirements of the Contract Documents.
14. Recommend and prepare Change Orders and Work Change Directives for the Owner's approval necessary for the proper completion of the work by the Contractor.
15. Review the Contractor's requests for progress payments and, based on on-site observations by the Engineer and Owner, recommend the amounts the Contractor should be paid. Such recommendations of payment will constitute the Engineer's representation to the Owner, based on such observations and review, that, to the best of the Engineer's knowledge, information, and belief, the work has progressed to the point indicated. In the case of unit price work, the Engineer's recommendations of payment will include determinations of quantities and classifications of such work (subject to any subsequent adjustments allowed by the Contract Documents).
16. By recommending payment, the Engineer will not thereby be deemed to have represented that observations made by the Engineer to check the quality or quantity of the Contractor's work as it is performed and furnished to have been exhaustive, extended to every aspect of the Contractor's work in progress, or involved detailed inspections of the work beyond the responsibilities specifically assigned to the Engineer in this SOW. Neither the Engineer's review of the Contractor's work for the purpose of recommending payments nor the Engineer's recommendation of any payment including final payment will impose on the Engineer responsibility to supervise, direct, or control the work, or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or the Contractor's compliance

with laws and regulations applicable to the Contractor's furnishing and performing the work. It will also not impose responsibility on the Engineer to make any examination to ascertain how or for what purposes the Contractor has used the money paid to the Contractor by the Owner; to determine that title to any portion of the work, including materials or equipment, has passed to the Owner free and clear of any liens, claims, security interests, or encumbrances; or that there may not be other matters at issue between the Owner and the Contractor that might affect the amount that should be paid.

17. Prepare and furnish to the Owner one set of reproducible project Record Drawings showing appropriate record information based on project documentation received from the Contractor, the Engineer's site observations, and the Owner's observations. These Drawings may contain some discrepancies and omissions and will not necessarily represent "exact" field conditions.
18. Following notice from the Contractor that the entire work is ready for its intended use, conduct, along with the Owner, appropriate outside agencies, and the Contractor, a visit to the project site to determine if the work is substantially complete. If, after considering any objections from the Owner, the Engineer considers the work substantially complete, the Engineer will deliver a Certificate of Substantial Completion to the Owner and the Contractor.
19. In company with the Owner's representatives and appropriate outside agencies, conduct a final visit to the project site to determine if the completed work of the Contractor is acceptable so the Engineer may recommend, in writing, final payment to the Contractor.

Deliverables

- Executed Contract Documents
- Project observation reports
- Record Drawings
- Project closeout documentation

Assumptions

- The Owner will be responsible for retaining the services of a qualified licensed construction Contractor to complete the work.
- The Owner will attend the pre-bid conference, bid opening, pre-construction conferences, construction progress, warranty walkthrough, and other project-related meetings and will take timely and appropriate action with respect to Change Orders, Applications for Payment, the Certificate of Substantial Completion, and the Notice of Acceptability of Work.
- Unrestricted access to the project area is available to complete the work. The Engineer will coordinate with UPRR, Umatilla County, and ODOT for access to the project area within their corresponding jurisdiction.
- The estimated fee for "Construction Engineering" in the Work Order is included for budgeting purposes only and is based on an assumed construction time of approximately 12 months.
- The Owner can require either a reduced or increased level of construction review or general engineering review at any time in consultation with the Engineer. In the event an increased level

is required, an agreement will be reached between the Engineer and Owner as to whether additional amounts in excess of the fee estimate provided will be required.

- Should the construction period be increased beyond the time frame mentioned above for any cause, or should the Contractor's performance require an extraordinary amount of review and coordination, etc., the Engineer will be entitled to additional compensation. An increase in construction time may be due to construction time extensions granted by the Owner, failure of the Contractor to complete the work within the allowable construction time, poor quality performance of the Contractor, unusual weather, etc. It is agreed that the Engineer has no control over the actual time required to complete the work, the Contractor's schedule, the quality of the Contractor's performance, unusual weather conditions, etc. All of these conditions could increase the amount of "Construction Engineering" required to properly complete the work. It is agreed that the Owner and the Engineer will negotiate a reasonable compensation for these additional services should additional "Construction Engineering" be required.

The Construction Engineering services will be considered complete when the project is accepted by the Owner and when Record Drawings have been provided to the Owner.

TASK 3 - ENVIRONMENTAL REVIEW

This task includes preparing a cursory environmental review. This will include a desktop review of the project area and potentially affected resources such as wetlands, waterbodies, floodplains, farmland, threatened and endangered species, cultural and historic resources, hazardous materials, recreational areas, land use and zoning, and permitting requirements. A site visit is not included in this work; all reviews will be completed using publicly available databases.

As part of this task, the Engineer will coordinate permitting with Bureau of Reclamation (Reclamation) and the Oregon Department of Environmental Quality (DEQ) for crossing canals and discharging NCCW to a canal. All fees will be paid by the Owner directly and are not included in the estimated Engineer fees.

Deliverables

- An environmental memo summarizing the findings of the environmental review

Assumptions

- Natural resources permitting is not anticipated to be required for the project.
- Unrestricted access to the project area is available to complete the work.
- Two rounds of comments from Reclamation and the DEQ will be addressed.
- A draft DEQ National Pollutant Discharge Elimination permit will be issued so adequate infrastructure can be determined to meet the requirements.

The Environmental Review services will be considered complete when the environmental memo has been provided to the Owner.

ADDITIONAL SERVICES

In addition to the foregoing being performed, the following services may be provided by the Engineer when requested by the Owner in writing. If additional services are requested, the scope and fees will be added by amendment to this SOW or under a separate Work Order.

1. If requested by the Owner, the Engineer may assist the Owner with obtaining any additional permits, applications, outside utility services, etc., as necessary for the work. The Owner will pay all fees associated with any permits and applications, if such fees are required. The Engineer will not be responsible for such fees.
2. Assist the Owner with property surveys, property plats, legal descriptions, and other items necessary for negotiating for land rights and easements. Such work may include appearances before courts and boards on these matters.
3. Redesign work when requested to do so by the Owner. Such work may include changes in the design that are beyond the control of the Engineer and/or changes in the Bidding and Contract Documents after such Contract Documents have been accepted by the Owner.
4. Perform special tests, specialized studies, or tests other than previously outlined herein that may be required on the project.
5. Provide additional administrative services as needed in administering the project, project grants, and other financial assistance programs with outside agencies. Such services may include preparation of requests for funds, reports, coordinating meetings, evaluating audit data, and other support as appropriate to help facilitate the overall project development in accordance with local, state, and federal requirements.
6. Provide additional or extended services during construction made necessary by (1) emergencies or acts of God endangering the work, (2) a significant amount of defective, neglected, or delayed work by the Contractor, (3) acceleration of the progress schedule involving services beyond normal working hours, (4) longer construction time than anticipated, or (5) default by the Contractor.
7. Perform soil tests and borings as required to evaluate subsurface soil conditions.
8. Provide post-construction engineering services as required. These services could include, but are not limited to, the following.
 - Together with the Owner, visit the project to observe any apparent defects in the completed work, assist the Owner in consultations and discussions with the Contractor concerning correction of such defects, and make recommendations as to replacement or correction of defective work.
 - In company with the Owner, perform a warranty site visit for the project in the eleventh month following Substantial Completion to ascertain whether items of construction are subject to correction.

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CITY OF HERMISTON, OREGON
FEEDVILLE ROAD AND HIGHWAY 207 - UTILITY SYSTEM IMPROVEMENTS
PRELIMINARY COST ESTIMATE - UPDATE
May 2026

NO.	ITEM	UNIT	UNIT PRICE	ESTIMATED QUANTITY	TOTAL PRICE
1	Mobilization (not to exceed 5% of Total Bid Price)	LS	\$ 183,000	All Req'd	\$ 183,000
2	Temporary Protection and Direction of Traffic/Project Safety	LS	100,000	All Req'd	100,000
3	Erosion and Sediment Control	LS	15,000	All Req'd	15,000
4	Removal of Structures and Obstructions	LS	40,000	All Req'd	40,000
5	Electrical Service for Metering Vaults	LS	40,000	All Req'd	40,000
Sewer					
6	12-inch Polyvinyl Chloride (PVC) Sewer Line	LF	100	12,500	1,250,000
7	6-inch PVC Sewer Service Line	LF	80	600	48,000
8	Connection to Existing Manhole	EA	2,000	1	2,000
9	Railroad Jack and Bore	EA	300,000	1	300,000
10	Manholes	EA	9,000	32	288,000
11	Irrigation Canal Crossing (Bored)	EA	200,000	2	400,000
Water					
12	PDX150 Valves and Meter Vault	EA	200,000	1	200,000
13	Connection to Existing Water Line	EA	10,000	1	10,000
14	12-inch Ductile Iron Fire Line	EA	15,000	1	15,000
15	4-inch Water Meter Installation	EA	23,000	1	23,000
Non-Contact Cooling Water (NCCW)					
16	8-inch PVC Main Line	LF	130	750	97,500
17	Connection to Existing NCCW Line	EA	5,000	1	5,000
18	NCCW Metering and Sampling Vault	EA	300,000	1	300,000
19	8-inch Gate Valve	EA	2,500	3	7,500
General					
20	Asphalt Surface Restoration	SY	80	4,500	360,000
21	Gravel Surface Restoration	SY	20	9,200	184,000
22	General Surface Restoration	SY	10	11,000	110,000
23	Driveway Restoration	SY	50	350	17,500
24	Hydroseed Restoration	SY	3	1,500	4,500
Total Estimated Construction Cost					\$ 4,000,000
Construction Contingencies (20%)					800,000
Design and Construction Engineering (20%)					800,000
Permitting, Environmental, Cultural Resources (2%)					79,000
TOTAL ESTIMATED PROJECT COST (2026)					\$ 5,679,000
					1 583,000
TOTAL ESTIMATED PROJECT COST (2027)					\$ 6,262,000



CITY OF
HERMISTON, OREGON
FEEDVILLE AND HIGHWAY 207 -
UTILITY SYSTEM IMPROVEMENTS

PRELIMINARY COST ESTIMATE

TABLE
1

EXHIBIT 2

FORM OF MONTHLY REPORT

Provider will prepare a written report each month on its progress relative to the development and construction of the Infrastructure. The report must be uploaded as a single Adobe Acrobat file to a WorkDocs link (or similar online portal) as directed by AWS by no later than the 5th Business Day after each month, or as otherwise directed by AWS in writing.

Each Monthly Report must include the following items:

1. Cover page.
2. Brief Project description.
3. Site plan showing progress in easement acquisition and construction progress.
4. Description of any planned changes to the Project.
5. Bar chart schedule showing critical path schedule of major items and activities.
6. PERT or GANT chart showing critical path schedule of major items and activities.
7. Summary of activities during the previous month.
8. Forecast of activities scheduled for the current month.
9. Written description about the progress relative to Provider's schedule.
10. List of issues that could potentially impact Provider's schedule.
11. Enumeration and schedule of any support or actions requested of AWS.
12. Progress and schedule of all agreements, contracts, permits, approvals, land rights acquisitions, technical studies, financing agreements and major equipment purchase orders showing the start dates, completion dates, and completion percentages.
13. A status report of start-up activities including a forecast of activities ongoing and after start-up.
14. Pictures, in sufficient quantity and of appropriate detail, to document construction and startup progress of the Provider Service.
15. A tracker showing spending and remaining budget.