

## Attachment I

### Value-Added Fee and Value-Added Services

#### Value-Added Fee

- (a) The Builder is obligated to pay to AQUA an up-front fee based on an estimated cost to provide a third-party representative, hired by AQUA, to witness the installation of the Extension Project. The fee will be calculated based on AQUA's experience of the amount of days that the third-party representative will be required on site to witness the installation of the Extension Project in a timely manner. The fee is calculated as follows:
- (i) \_\_\_\_\_ Dollars (\$\_\_\_\_.00) per hour times 8 hours times \_\_\_\_\_ estimated days to complete the Extension Project, plus
  - (ii) BLANK Dollars (\$.00) for each new pump station, plus
  - (iii) The actual cost to AQUA of providing Value-Added Services for unusual or extraordinary site conditions, and for overtime costs for AQUA personnel outside of normal business hours due to Builder's schedule, as set forth in subsection (b).

Builder is entitled to a refund of its initial deposit if the actual billed costs for the third-party representative is less than estimated calculated costs. Builder is required to make an additional payment if the actual third-party representative costs exceed the calculated estimated costs.

- (b) The Value-Added Fee charges set forth in subsection (a)(i) and (ii) are based upon the range of usual and ordinary site conditions for the installation of sewer mains and pump stations. If AQUA encounters, or it becomes apparent that it will encounter, unusual or extraordinary conditions for provision of Value-Added Services to the Extension Project, Builder will pay to AQUA, as provided for in subsection (a)(iii), the actual cost to AQUA of the different or additional Value-Added Services required because of the unusual or extraordinary conditions. AQUA will notify Builder of the requirement for, and the amount of, the Value-Added Fee which is based on unusual or extraordinary site conditions. In addition, Builder will pay the overtime costs incurred by AQUA outside of normal business hours due to Builder's schedule. After receiving notice of the amount of the Value-Added Fee which is required because of unusual or extraordinary conditions or overtime costs, Builder will pay such amount to AQUA prior to beginning or continuing work on the Extension Project.

## Value-Added Services

In exchange for the Value-Added Fee, AQUA will provide to Builder for the Extension Project the following Value-Added services (“Value-Added Services”). Value-Added Services include materials used by Aqua unless otherwise specified. Value-Added Services, and all aspects of connections to pre-existing facilities related to the Extension Project, are part of the Extension Project and subject to the terms and conditions of this Builder’s Extension Agreement in all respects, including coverage of indemnification and insurance provisions.

- (a) AQUA Representative. AQUA shall appoint a representative to witness the installation of the Extension Project. The parties will cooperate in coordinating the efforts of the Contractor and the AQUA representative. The role of the AQUA representative is for the limited purpose of determining suitability of the Extension Project for addition to AQUA’s sanitary sewer system and accuracy of the As Built Information, and may include random test holes and other tests and procedures. The AQUA representative has no responsibility or authority to assist, direct, supervise or stop the work of employees or contractors of the Builder or the Contractor, and will not serve or perform the function of an OSHA-competent or other safety person at the construction site. Neither these Value-Added Services nor the presence or actions of the AQUA representative at the site of the Extension Project will alter the relative responsibilities, liabilities and indemnification of the parties as set forth in this Agreement.
- (b) Cathodic Protection Specifications. If corrosion control is required as a result of pipeline crossings, soil conditions or for any other reason, in order to construct the Extension Project in a manner which is suitable for addition to AQUA’s sanitary sewer system, AQUA will supply specifications for cathodic protection. Builder has sole responsibility for supplying the materials and completing the work to implement cathodic protection.
- (c) Hydrostatic and Leakage Test. For the hydrostatic and leakage test to be performed by Builder in accordance with the General Conditions, AQUA will approve the test pressure prior to the testing and filling of all force mains.
- (d) Connection to Collection System or Treatment Facility. AQUA will oversee the connection between the Builder's Extension Project and the AQUA collection or treatment facility. Following the Contribution of the Extension Project or portion of the Extension Project, or at an earlier time mutually agreed to by the parties, AQUA will have the right to connect to the sewer main constructed as the Extension Project under this Agreement for the purpose of providing sewer service or additions and extensions to AQUA's system. No other connections will take place prior to Contribution of the final