



Orange Water and Sewer Authority

Our community's trusted partner for clean water and environmental protection.

**Project Manual
for the
Sykes Street Paving Restoration
275-20**

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Orange Water and Sewer Authority

Carrboro, North Carolina

919-968-4421



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ARTICLE 1 - DEFINED TERMS

1.01 Terms used in these Instructions to Bidders which are defined in the Standard General Conditions of the Construction Contract, EJCDC C-700 (2013 edition) and modified by Orange Water and Sewer Authority (Copyright 2013) shall have the meanings assigned to them in the General Conditions as modified, changed, added to or deleted by the General Conditions.

Issuing Office - The office at which the Bidding Documents are to be received.

The term "Successful Bidder" means the lowest, qualified, responsive and responsible Bidder to whom Owner (on the basis of Owner's evaluation as hereinafter provided) makes an Award.

ARTICLE 2 - BIDDING DOCUMENTS AND BID DATES

- 2.01 The Bidding Documents are identified as "Project Manual including Bidding Documents, Contract Documents, and Technical Specifications for CIP No 275-20, Project: "Sykes Street Paving Restoration."
- 2.02 Beginning on 8, June 2026, the Contract Documents will be on file in in the Administrative Offices, 400 Jones Ferry Road, Carrboro, North Carolina. Copies of the Contract Documents may be obtained by contacting Adam Holloway by email at Aholloway@owasa.org.
- 2.03 The Contract Documents may be viewed free of charge at the Administrative Offices, 400 Jones Ferry Road, Carrboro, North Carolina.
- 2.04 To ensure that all Bidders are kept up-to-date on any Addenda, changes, or information notices, please send an e-mail to: Adam Holloway at Aholloway@owasa.org indicating your intention to prepare a Bid for the Project. Failure to complete this step may render your Bid as non-responsive.
- 2.05 Complete sets of Bidding Documents shall be used in preparing Bids; neither Orange Water and Sewer Authority nor the Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- 2.06 Upon receipt of Bidding Documents, Bidder shall verify that the Bidding Documents are complete. The Bidder shall notify the Engineer if they have received incomplete Bidding Documents.
- 2.07 Orange Water and Sewer Authority and Engineer, in making copies of the Bidding Documents available on the above terms, do so only for the purpose of obtaining Bids for the Work and do not confer a license or grant for any other use.
- 2.08 ~~Bidders [are strongly encouraged to attend a non-mandatory] [are required to attend a mandatory] Pre-Bid Conference at [TIME] P.M., local time, on [DAY], [MONTH], [YEAR] at the [INSERT LOCATION], in the Administrative Offices, 400 Jones Ferry Road, Carrboro, North Carolina.~~
- 2.09 Bids will be received by Orange Water and Sewer Authority from Bidders until 2:00 P.M., local time, on 30, June 2026 in the Administrative Offices, 400 Jones Ferry Road, Carrboro, NC 27510, or by email to the Project Manager at Aholloway@owasa.org. If Bids are submitted electronically, the time of submission will be the time received by the Project Manager.



ARTICLE 3 - QUALIFICATIONS OF BIDDERS

- 3.01 To demonstrate Bidder's qualifications to perform the Work, Bidder shall submit with its Bid written evidence establishing its qualifications such as previous experience and present commitments, as described in Article 11 of the Proposal.
- 3.02 If the Bidder fails to demonstrate the ability to complete a majority of all portions of the Contract with equipment and personnel owned and employed by the Bidder, the Bid may be considered non-responsive.
- 3.03 The Bidder shall be licensed under Chapter 87 of the North Carolina General Statutes as a General Contractor.

ARTICLE 4 - SITE CONDITIONS, SAFETY, AND RELATED WORK

- 4.01 Site and Other Areas
 - A. The Site is identified in the Bidding Documents. By definition, the Site includes rights-of-way, easements, and other lands furnished by Orange Water and Sewer Authority for the use of the Contractor. Any additional lands required for temporary construction facilities, construction equipment, or storage of materials and equipment, and any access needed for such additional lands, shall be obtained and paid for by Contractor.
- 4.02 Existing Site Conditions
 - A. Subsurface and Physical Conditions; Hazardous Environmental Conditions
 - 1. If the General Conditions do not identify Technical Data, the default definition of Technical Data set forth in Article 1 of the General Conditions shall apply.
 - B. Underground Facilities: Information and data shown or indicated in the Bidding Documents with respect to existing Underground Facilities at or contiguous to the Site are set forth in the Contract Documents and are based upon information and data furnished to Orange Water and Sewer Authority and Engineer by owners of such Underground Facilities, including Orange Water and Sewer Authority, or others
 - C. Adequacy of Data: Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to subsurface conditions, other physical conditions, and Underground Facilities, and possible changes in the Bidding Documents due to differing or unanticipated subsurface or physical conditions appear in Paragraphs 5.03, 5.04, and 5.05 of the General Conditions. Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to a Hazardous Environmental Condition at the Site, if any, and possible changes in the Contract Documents due to any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be within the Scope of Work, appear in Paragraph 5.06 of the General Conditions.
- 4.03 Site Visit and Testing by Bidders
 - A. Bidder shall conduct the required Site visit during normal working hours, (9:00 a.m. to 4:00 p.m., Monday through Friday) and shall not disturb any ongoing operations at the Site.

- B. On request, and to the extent Orange Water and Sewer Authority has control over the Site, and schedule permitting, Orange Water and Sewer Authority will provide Bidder access to the Site to conduct such additional examinations, investigations, explorations, tests, and studies as Bidder deems necessary for submission of a Bid. Bidder shall fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies.
 - C. Orange Water and Sewer Authority will not have any obligation to grant such access if doing so is not practical because of existing operations, security, or safety concerns, or restraints on Orange Water and Sewer Authority's authority regarding the Site.
 - D. Bidder shall comply with all applicable Laws and Regulations regarding excavation and location of utilities, obtain all permits, and comply with all terms and conditions established by Owner or by property owners or other entities controlling the Site with respect to schedule, access, existing operations, security, liability insurance, and applicable safety programs.
 - E. All requests for access to the Site must be received forty-eight (48) hours prior to the preferred time of access. **All Site access requests must be made to and coordinated by the Orange Water and Sewer Authority Project Manager (919-968-4421).**
 - F. The Bidder shall not access any Site without written permission from Orange Water and Sewer Authority. The Bidder shall be responsible for any damage (including damage to any underground utility and acceptable restoration) as a result of additional subsurface investigations.
- 4.04 Orange Water and Sewer Authority's Safety Program
- A. Site visits and Work at the Site are to be in accordance with Orange Water and Sewer Authority's safety program. As the General Conditions indicate, an Owner's safety program exists.
- 4.05 Other Work at the Site
- A. Reference is made to the General Conditions for the identification of the general nature of other Work of which Orange Water and Sewer Authority is aware (if any) that is to be performed at the Site by Orange Water and Sewer Authority or others (such as utilities and other prime contractors) and relates to the Work contemplated by these Bidding Documents. Subsurface data are offered in good faith solely for the purpose of placing the Bidder in receipt of all information available to Orange Water and Sewer Authority and Engineer, and in no event is to be considered part of the Contract Documents.

ARTICLE 5 – BIDDER'S REPRESENTATIONS

- 5.01 It is the responsibility of each Bidder before submitting a Bid to:
- A. examine and carefully study the Bidding Documents, and any data and reference items identified in the Bidding Documents;
 - B. visit the Site, conduct a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfy itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work;

- C. become familiar with and satisfy Bidder as to all federal, state, and local, Laws and Regulations, ordinances or rules that may affect cost, progress, and performance of the Work;
- D. carefully study all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the General Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings;
- E. consider the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs;
- F. obtain and carefully study (or accept consequences of not doing so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying and specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents, and safety precautions and programs incident thereto;
- G. agree based on the information and observations referred to in the preceding paragraph, that at the time of submitting its Bid no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents;
- H. become aware of the general nature of the Work to be performed by Orange Water and Sewer Authority and others at the Site that relates to the Work as indicated in the Bidding Documents;
- I. promptly give Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by Engineer is acceptable to Bidder;
- J. determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work; and
- K. correlate the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents;

- L. the submission of a Bid will constitute an incontrovertible representation by the Bidder that Bidder has complied with every requirement of this Article 5, that without exception the Bid is premised upon performing and furnishing the Work required by the Bidding Documents and applying any specific means, methods, techniques, sequences, and procedures of construction that may be shown or indicated or expressly required by the Bidding Documents, that Bidder has given Engineer written notice of all conflicts, errors, ambiguities, and discrepancies that Bidder has discovered in the Bidding Documents and the written resolutions thereof by Engineer are acceptable to Bidder, and that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performing and furnishing of the Work.

ARTICLE 6 - PRE-BID CONFERENCE

- 6.01 Pre-Bid Conference date, time, and location is found in Article 2. Representatives of Orange Water and Sewer Authority, and the Engineer will be present to discuss the Project. Bidders are strongly encouraged to participate in the conference. Engineer will transmit to all prospective Bidders of record, such Addenda as Engineer, considers necessary in response to questions arising from the Pre-Bid Conference. Oral statements may not be relied upon and shall not be binding or legally effective.
- 6.02 Bidder questions pertaining to the Work and M/WBE participation will be addressed at the Pre-Bid Conference.

ARTICLE 7 - INTERPRETATIONS AND ADDENDA

- 7.01 All questions about the meaning or intent of the Bidding Documents shall be submitted in writing to: Aholloway@owasa.org. Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda emailed or delivered to all parties recorded by Engineer as having received the Bidding Documents. All Addenda will also be posted at least twenty-four (24) hours before Bids are opened. Questions received less than five (5) days prior to the date for opening of Bids may not be answered. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications shall be without legal effect.
- 7.02 Addenda may be issued to clarify, correct, or change the Bidding Documents as deemed advisable by Orange Water and Sewer Authority or Engineer.
- 7.03 **It shall be the Bidder's sole responsibility to make inquiry as to the Addenda issued.** All such Addenda shall become a part of the Contract Documents and Bidder shall be bound by such Addenda, whether or not received by the Bidder.

ARTICLE 8 - BID SECURITY-NOT USED

ARTICLE 9 - CONTRACT TIMES

- 9.01 The number of days within which, or the dates by which, the Work is to be substantially completed (Contract Time) and ready for final payment are set forth in the Agreement. The Bidder shall commence Work on the date specified in the Notice to Proceed, and shall complete the Work within the stipulated Contract Time.



ARTICLE 10 - LIQUIDATED DAMAGES

10.01 Provisions for liquidated damages, if any, for failure to timely attain a Milestone, Substantial Completion, or completion of the Work in readiness for final payment, are set forth in the Agreement.

ARTICLE 11 - SUBSTITUTE AND “OR-EQUAL” ITEMS

11.01 The Contract for the Work, as awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents without consideration during the Bidding and Contract Award process of possible substitute or “or-equal” items. In cases in which the Contract allows the Contractor to request that Engineer authorize the use of a substitute or “or-equal” item of material or equipment, application for such acceptance may not be made to and will not be considered by Engineer until after the Effective Date of the Contract.

11.02 The burden of proof of the merit of the proposed item is upon Bidder. The Engineer’s decision of approval or disapproval of a proposed item will be final.

11.03 All prices that Bidder sets forth in its Bid shall be based on the presumption that the Contractor will furnish the materials and equipment specified or described in the Bidding Documents, as supplemented by Addenda. Any assumptions regarding the possibility of post-Bid approvals of “or-equal” or substitution requests are made at Bidder’s sole risk.

ARTICLE 12 - SUBCONTRACTORS, SUPPLIERS, AND OTHERS

12.01 A Non-Collusion Affidavit Form for all Subcontractors shall be filed with Orange Water and Sewer Authority within five (5) days after the Bid opening.

12.03 Orange Water and Sewer Authority reserves the right to reject a proposed Subcontractor for reasonable cause.

12.04 A Bidder shall be prepared to retain specific Subcontractors, Suppliers, or other individuals or entities for the performance of the Work, if required by the Bidding Documents to do so. If a prospective Bidder objects to retaining any such Subcontractor, Supplier, or other individual or entity, and the concern is not relieved by an Addendum, then the prospective Bidder should refrain from submitting a Bid.

12.05 Subsequent to the submittal of the Bid, Orange Water and Sewer Authority may not require the Successful Bidder or Contractor to retain any Subcontractor, Supplier, individual, or entity against which Contractor has reasonable objection.

ARTICLE 13 - PREPARATION OF BID

13.01 Bids shall be submitted on the Bid Form included in the Bidding Documents. Bidders shall complete and submit all required forms, certifications, affidavits, and attachments contained in the solicitation package.

13.02 Bid prices shall include all labor, materials, equipment, tools, supervision, transportation, permits, taxes, incidentals, and all other costs necessary to fully complete the Work in accordance with the Contract Documents, Drawings, Technical Specifications, applicable regulatory requirements, and any agency having jurisdiction over the Project.

13.03 All blanks on the Bid Form shall be completed in ink or typed. The Bid Form shall be signed by an authorized representative of the Bidder. Erasures or corrections shall be initialed by the person signing the Bid. In the event of a discrepancy between written words and



numerical figures, the written words shall govern. Conditional, qualified, or restricted bids may be considered non-responsive.

- 13.04 A Bid Price shall be provided for each bid item unless otherwise indicated. Failure to provide pricing for all required bid items may result in rejection of the Bid. Unbalanced bids may also be rejected at the discretion of OWASA.
- 13.05 Estimated quantities are provided for bid comparison purposes only and are not guaranteed. Payment shall be based on actual quantities of Work performed in accordance with the Contract Documents.
- 13.06 No additional compensation shall be allowed for incidental work necessary to complete the Project unless specifically identified in the Contract Documents. Incidental costs may include, but are not limited to, temporary utilities, deliveries, storage, layout, surveying, staking, mobilization, and cleanup.
- 13.07 Bid amounts shall be shown in both numerals and written words.
- 13.08 The Bid shall include acknowledgment of all issued Addenda in the space provided on the Bid Form. Failure to acknowledge all Addenda may result in the Bid being considered non-responsive.

ARTICLE 14 - BASIS OF BID; COMPARISON OF BIDS

14.01 Unit Price

- A. Bidders shall submit a Bid on a unit price basis for each item of Work listed on the unit price section of the Bid Form.
- B. The "Bid Price" for each unit price Bid item will be the product of the "Estimated Quantity" for the item and the corresponding "Bid Unit Price" offered by the Bidder. The total of all unit price Bid items will be the sum of these "Bid Prices"; such total will be used by Owner for Bid comparison purposes. The final quantities and Contract Price will be determined in accordance with Paragraph 13.03 of the General Conditions.
- C. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between words and numerals will be resolved in favor of the words.
- D. The Bid Price shall include such amounts as the Bidder deems proper for overhead and profit on account of cash allowances, if any, named in the Contract Documents as provided in Article 13 of the General Conditions.

ARTICLE 15 - SUBMITTAL OF BID

- 15.01 Bidders shall be solely responsible for delivery of Bids in the required manner and time.
- 15.02 No Bid shall be accepted or considered unless the complete set of required and executed documents is included with the Bidder's submittal.
- 15.03 Each Bid shall include Non-Collusion Affidavits for the Bidder. Affidavits for all Subcontractors of the apparent Successful Bidder, and those Bidders requested by Orange Water and Sewer Authority, must be filed within five (5) days after the Bid opening. Blank Non-Collusion Affidavit Forms can be found in the Proposal section.



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- 15.04 Bids will be received by Orange Water and Sewer Authority from Bidders as indicated in Article 2.
 - 15.05 Bids received after the time listed will be returned to the Bidder unopened.
 - 15.06 If the Bidder chooses delivery of the Bid by means other than in person, neither Orange Water and Sewer Authority nor the Engineer assumes responsibility for delivery to the Bid opening. In such instances, the Bidder shall have no claim against Orange Water and Sewer Authority or Engineer.
 - 15.07 Bids that are unsigned, improperly signed or sealed, conditional, illegible, obscure, contain arithmetical errors, erasures, alterations, or irregularities of any kind, may be declared unacceptable at Orange Water and Sewer Authority's sole discretion.
 - 15.08 Bid Forms, appendices, and enclosures which are improperly prepared may be declared unacceptable at Orange Water and Sewer Authority's sole discretion.
 - 15.09 Failure to provide required insurance information may invalidate the Bid and therefore be considered non-responsive at Orange Water and Sewer Authority's sole discretion.

ARTICLE 16 - MODIFICATION AND WITHDRAWAL OF BID

- 16.01 A Bid may be withdrawn by an appropriate document duly executed in the same manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids. Upon receipt of such notice, the unopened Bid will be returned to the Bidder.
- 16.02 If a Bidder wishes to modify its Bid prior to Bid opening, Bidder must withdraw its initial Bid in the manner specified in Paragraph 16.01, and submit a new Bid prior to the date and time for the opening of Bids.
- 16.03 No Bidder may withdraw a Bid after Bid opening and prior to the conclusion to the period of time stated in the Bid Form except to the extent, if any, that may be required by law. Negligence on the part of the Bidder in preparing its Bid confers no right for the withdrawal of the Bid, after it has been opened.

ARTICLE 17 - OPENING OF BIDS

- 17.01 OWASA reserves the right to publicly open bids or review bids internally.

ARTICLE 18 - BIDS TO REMAIN SUBJECT TO ACCEPTANCE

- 18.01 All Bids will remain subject to acceptance for the period of time stated in the Bid Form, but Orange Water and Sewer Authority may, in its sole discretion, release any Bid prior to the end of this period.

ARTICLE 19 - EVALUATION OF BIDS AND AWARD OF CONTRACT

- 19.01 Orange Water and Sewer Authority reserves the right to reject any or all Bids, including, without limitation, any nonconforming, non-responsive, unbalanced, or conditional Bid. Orange Water and Sewer Authority further reserves the right to reject the Bid of any Bidder determined, after reasonable inquiry and evaluation, to be not responsible. Orange Water and Sewer Authority also reserves the right to waive informalities or irregularities that do not affect price, quality, quantity, or performance of the Work. If the Contract is awarded, it will be awarded to the lowest responsive, responsible bidder.

- 19.02 More than one Bid for the same Work from an individual or entity under the same or different names will not be considered. Reasonable grounds for believing any Bidder has an interest in more than one Bid for the Work may be cause for disqualification of that Bidder and the rejection of all Bids in which that Bidder has an interest.
- 19.03 In evaluating Bids, Orange Water and Sewer Authority will consider whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices, and other data, as may be requested in the Bid form or prior to the Notice of Award.
- 19.04 In evaluating whether a Bidders is responsible, Orange Water and Sewer Authority will consider the qualifications of Bidders and may consider the qualifications and experience of Subcontractors, Suppliers, and other individuals or entities proposed for those portions of the Work for which the identity of Subcontractors, Supplies, and other individuals or entities must be provided as provided in the Bidding Documents.
- 19.05 Orange Water and Sewer Authority may conduct such investigations as it deems necessary to establish the responsibility, qualifications, and financial ability of Bidders, proposed Subcontractors, Suppliers, individuals, or entities to perform the Work in accordance with the Contract Documents.
- 19.06 If the contract is awarded, it will be given to the lowest responsive, responsible bidder, considering factors such as time, quality, and performance.
- 19.07 Notice of Award or notice of Intent to Award will not constitute a Contract binding on Orange Water and Sewer Authority and will not obligate Orange Water and Sewer Authority to enter into a Contract with the Bidder. Orange Water and Sewer Authority will not be legally bound before Orange Water and Sewer Authority executes and delivers to the Bidder a written Contract.

ARTICLE 20 – INSURANCE

- 20.01 Article 6 of the General Conditions sets forth Orange Water and Sewer Authority requirements as to insurance. When the Successful Bidder delivers the executed Agreement to Orange Water and Sewer Authority, it shall be accompanied by such required insurance documentation.

ARTICLE 21 - SIGNING OF AGREEMENT

- 21.01 After Orange Water and Sewer Authority has identified the Successful Bidder, Orange Water and Sewer Authority will issue to the Successful Bidder a written Notice to Award.
- 21.02 Orange Water and Sewer Authority will give the apparent successful Bidder a Notice of Award within ninety (90) calendar days after the day of the Bid opening. When Orange Water and Sewer Authority gives a Notice of Award to the Successful Bidder, it shall be accompanied by the required number of unsigned counterparts to the Agreement with the other Contract Documents which are identified in the Agreement as attached thereto. Within fifteen (15) calendar days thereafter, Successful Bidder shall execute and deliver the required number of counterparts of the Agreement and attached documents to Orange Water and Sewer Authority. Within ten (10) days after execution of the Agreement by the Orange Water and Sewer Authority Board of Directors, Orange Water and Sewer Authority will deliver one fully executed counterpart to Successful Bidder.
- 21.03 Failure or refusal of the Bidder whose Bid is accepted to execute the Contract as hereinbefore provided shall constitute a breach by such Bidder of the Contract created by the acceptance of the Bid, and in such event, Orange Water and Sewer Authority at its option,



may determine that such Bidder has abandoned the Contract. Thereupon such Bidder's Bid and the acceptance thereof shall be null and void.

ARTICLE 22 - SALES AND USE TAXES

22.01 The North Carolina General Assembly adopted legislation which required that Contractors pay North Carolina Sale and Use Tax on materials, supplies, fixtures, and equipment used by the Bidder in the performance of contracts with cities, counties, and towns on Contracts dated July 1, 1961 or later. This requirement also applies to Orange Water and Sewer Authority in order that Orange Water and Sewer Authority may recover the amount of tax permitted under the law.

22.02 The following procedure in handling the North Carolina Sales Tax is applicable to this Contract. Contractor(s) shall comply fully with the requirements outlined hereinafter, in order that the Orange Water and Sewer Authority may recover the amount of tax permitted under the law.

- A. It shall be the Contractor's responsibility to furnish Orange Water and Sewer Authority documentary evidence showing the materials used and sales tax paid by the Contractor and each of its Subcontractors with each payment request in a format approved by Orange Water and Sewer Authority.
- B. The documentary evidence shall consist of a certified statement, by the Contractor and each of his Subcontractors individually, showing total purchases of materials from each separate vendor and total sales taxes paid each vendor. Certified statements must show the invoice number or numbers, covered and inclusive dates of such invoices.
- C. Materials used from the Contractor's or Subcontractor's warehouse stock shall be shown in a certified statement at warehouse stock prices.
- D. The Contractor shall not be required to certify the Subcontractor's statements.
- E. The documentary evidence to be furnished to Orange Water and Sewer Authority eligible for sales or use tax refunds covers sales and/or use taxes paid on building materials used by Contractor(s) and Subcontractors in the performance of Contracts with churches, orphanages, hospitals not operated for profit and other charitable or religious institutions or organizations not operated for profit and, incorporated cities, towns, and counties in this State. The documentary evidence is to be submitted to the above-named institutions, organizations and governmental units to be included in claims for refunds to be prepared and submitted by them to obtain refunds provided by G.S. 105-164.14(2) and (3) of the 1961 Statute, and is to include the purchases of building materials, supplies, fixtures, and equipment which become a part of or annex to buildings or structures being erected, altered or repaired under Contracts with such institutions, organizations or governmental units.

22.03 The Bidder shall include North Carolina Sales and Use Tax in its Bid.

-END OF SECTION-



**ATTACHMENT A
BID SUBMISSION FORM**

PROJECT INFORMATION

Project Name: _____

OWASA CIP Number: _____

Owner:

Orange Water and Sewer Authority (OWASA)
400 Jones Ferry Road
Carrboro, NC 27510
Phone: (919) 968-4421

BIDDER INFORMATION

Legal Business Name: _____

Business Description/Type of Work: _____

Business Address: _____

Primary Contact Person: _____

Contact Email Address: _____

Contact Phone Number: _____

NC General Contractor License Number: _____

Date Submitted: _____

BID SUBMISSION

The undersigned Bidder agrees, if awarded the Contract, to furnish all labor, materials, equipment, supervision, insurance, taxes, and incidentals necessary to complete the Work in accordance with the Contract Documents for the prices submitted herein.



ADDENDA ACKNOWLEDGEMENT

Addendum Number Date Received

UNIT PRICE BID

Item No.	Description	Unit	Estimated Quantity	Unit Price	Extended Total
1	TOCH Trench Repair	SY	245		
2	1.5" Overlay of Asphalt Pavement	SY	367		
3	TOCH Milling of Asphalt Pavement	SY	123		
4	One 24" x 12' Stop Bar	EA	1		
5	Mobilization/Demobilization	EA	1		

TOTAL BID AMOUNT: \$ _____

Total Bid Amount Written:

TIME OF COMPLETION

Bidder agrees to substantially complete the Work within 30 consecutive calendar days after issuance of the Notice to Proceed.



BIDDER CERTIFICATIONS

By signing below, Bidder certifies that:

- Bidder has reviewed the solicitation documents and understands the scope of work;
- Bidder has visited the site as necessary to become familiar with existing conditions;
- Bidder is properly licensed to perform the Work in the State of North Carolina;
- Bidder complies with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes (E-Verify);
- Bidder complies with the requirements of Article 6 of Chapter 143 of the North Carolina General Statutes (Iran Divestment Act);
- Bidder submits this Bid without collusion or conflict of interest.

SIGNATURE

Authorized Signature: _____

Printed Name: _____

Title: _____

Company Name: _____

Date: _____

ATTACHMENT B

TECHNICAL SPECIFICATIONS

SECTION 01025 - MEASUREMENT AND PAYMENT:

Payment for work required by the Specifications and Details shall be based on the pay items described herein. Each pay item shall include all labor, materials, equipment, tools, incidentals, and other work necessary to provide a complete paving installation. The descriptions of the pay items may not identify every component of the Work; however, it is the intent of the Contract Documents that the Contractor provide a complete and fully functional pavement installation.

Item 1 — TOCH Trench Repair

This unit price bid item shall include furnishing all traffic control, materials, equipment, and labor for removal, disposal, and replacement, if necessary, to provide 5-inches of asphalt base course (I19.0C) per procedure identified on Detail T-7.01. Payment for TOCH Trench Repair shall be made by the square yard of pavement installed per TOCH trench repair details provided in the contract.

Item 2 — 1.5" Overlay of Asphalt Pavement

This unit price bid item includes furnishing all traffic control, materials, equipment, and labor for placement of 1.5" of (S9.5C) asphalt pavement, as shown on detail T-7.01. Payment for asphalt pavement milling shall be made on a separate line item. Payment for the 1.5" pavement overlay shall be made per square yard of asphalt placement per repair detail T-7.01.

This line item may also be utilized for payment of additional pavement repair outside the trench area if and where directed by OWASA.

Item 3 — TOCH Milling of Asphalt Pavement

This unit price bid item pertains only to areas which require pavement milling at seams with existing asphalt at the ends and/or edges of patches. Item includes furnishing all traffic control, materials, equipment, and labor for milling of 1.5" of asphalt. Payment for milling of asphalt pavement shall be made per square yard of milling per the TOCH repair detail T-7.01.

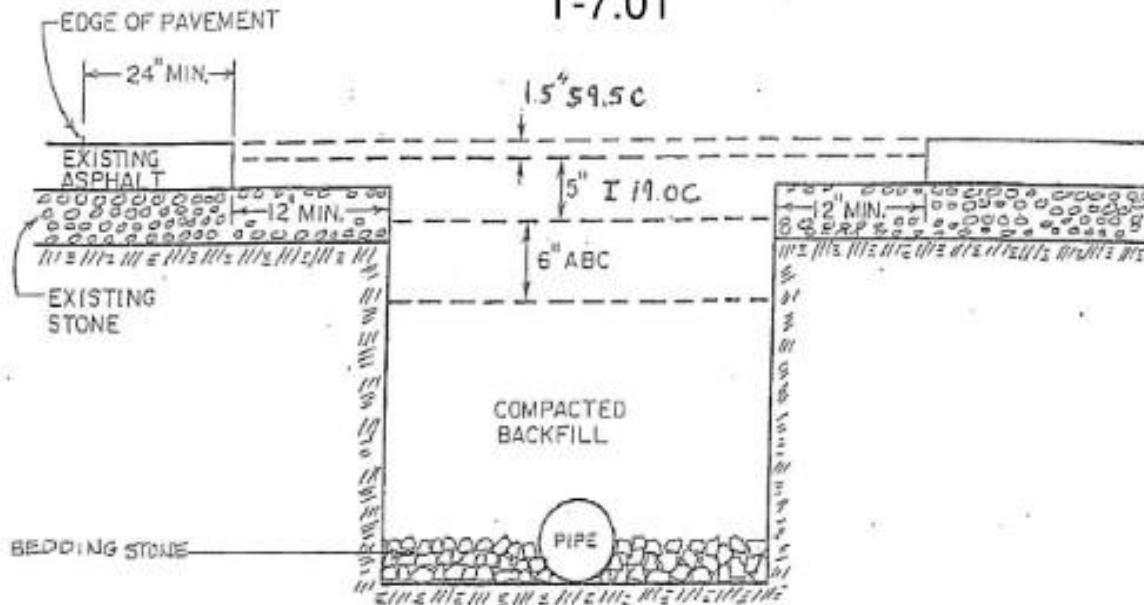
Item 4 — One 24"x12' Stop Bars

This pay item includes replacement in kind of existing 24"x12' stop bar per the requirements of TOCH. Payment for the installation shall be for each complete stop bar. All labor and material are included.

Item 5 — Mobilization/Demobilization

This unit price item is for the costs incurred for the Contractor to mobilize equipment to the site and to demobilize from the site once a particular phase (if multiple phases are required by the Owner) of work is complete. Coordinate work status and planned activities with the Owner prior to any mobilization or demobilization.

ASPHALT PAVING PATCH OPTION #1 T-7.01



PROCEDURE

1. Install traffic control to MUTCD standards.
2. Saw cut pavement 12" wider than trench on all sides.
3. Excavate trench and install pipe, etc...
4. Place backfill and compact in 6" uniform lifts until 12.5" from surface.
5. Place ABC and compact. If asphalt is not placed on the same day then a second compacted lift needs to be placed flush with the existing roadway surface.
6. Within 72 hours, remove stone and all loose debris to a 6.5" minimum depth. Apply a tack coat to the entire vertical edge.
7. Place I19.0C asphalt and compact.
8. Place S9.5C asphalt and compact to a smooth level patch.

NOTES

1. If cut is less than 24" from the edge of pavement then the asphalt must be removed to the edge of pavement.
2. The trench is to be backfilled with suitable material and compacted to a density of at least 95% of that obtained by compacting a sample of the material in accordance with AASHTO T-99 as modified by NCDOT.
3. The ABC material shall be compacted to a density equal to 100% of that obtained by compacting a sample of the material in accordance with AASHTO T-80 as modified by NCDOT.



ATTACHMENT C
MINIMUM INSURANCE REQUIREMENTS

The following insurance coverage represents the **standard minimum insurance requirements** for contractors, consultants, and vendors performing services or work on behalf of the Orange Water and Sewer Authority (OWASA). These requirements may be adjusted based on the level of risk associated with the work being performed.

Minimum Required Coverage

Coverage Type	Minimum Limits
Commercial General Liability	\$1,000,000 per occurrence – Bodily Injury
	\$1,000,000 per occurrence – Property Damage
Automobile Liability (Combined Single Limit – Bodily Injury and Property Damage)	\$1,000,000
Workers’ Compensation	Statutory Limits (as required by North Carolina law)
Employer’s Liability	\$1,000,000 each accident
	\$1,000,000 disease – each employee
	\$1,000,000 disease – policy limit
Excess / Umbrella Liability	\$4,000,000



ATTACHMENT D

NON-COLLUSION AFFIDAVIT FOR CONTRACTORS

STATE OF _____

COUNTY OF _____

_____ being first duly sworn,
deposes and says that:

(1) He/She is the: _____
Owner, Partner, President, Vice President or other officer with evidence of authority attached
of _____
the Bidder that has submitted the attached BID;

(2) He/She is fully informed respecting the preparation and contents of the attached Bid and of
all pertinent circumstances respecting such Bid;

(3) Such BID is genuine and is not a collusive or sham Bid;

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives,
employees or parties in interest, including this affiant, have in any way colluded, conspired;
connived or agreed, directly or indirectly, with any other Bidder, firm, or person to submit a
collusive or sham Bid in connection with the Contract for which the attached Bid has been
submitted; or to refrain from bidding in connection with such Contract; or have in any manner,
directly or indirectly, sought by agreement or collusion, or communication, or conference with
any Bidder, firm, or person to fix the price or prices in the attached Bid or of any other Bidder,
or to fix any overhead, profit, or cost elements of the Bid price or the Bid price of any other
Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement
any advantage against (Recipient), or any person interested in the proposed Contract;

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any
collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any
other of its agents, representatives, owners, employees or parties in interest, including this
affidavit.

BY: _____

ITS: _____
Title

CORPORATIONS ONLY

Secretary or Assistant, attest & affix corporate seal

Subscribed and sworn to before me this _____ day of _____, 20__

_____ My commission expires: _____ Notary Public (SEAL)



ATTACHMENT E

NON-COLLUSION AFFIDAVIT FOR SUBCONTRACTOR(S)
(DUE WITHIN 5 DAYS OF THE BID OPENING)

STATE OF _____
COUNTY OF _____

_____ being first duly sworn,
deposes and says that:

- (1) He/She is _____ of _____, hereinafter referred to as the "Subcontractor";
(2) He/She is fully informed respecting the preparation and contents of the Subcontractor's Proposal submitted by the Subcontractor to _____, the Contractor for certain work in connection with the _____ Contract pertaining to the Project in _____ (City or County, and State);
(3) Such Subcontractor's Proposal is genuine and is not a collusive or sham proposal;
(4) Neither the Subcontractor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Proposal in connection with such Contract or to refrain from submitting a Proposal in connection with such Contract, or has in any manner, directly or indirectly, sought by unlawful agreement or connivance with any other Bidder, firm or person to fix the price or prices in said Contractor's Proposal, or to fix any overhead, profit or cost element of the price or prices in said Contractor's Proposal, or to secure through collusion, conspiracy connivance or unlawful agreement any advantage against the _____ (Local Public Agency) or any person interested in the proposed Contract; and
(5) The price or prices quoted in the Subcontractor's Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) _____

Title

Subscribed and sworn to before me this _____ day of _____, 20__

_____ My commission expires: _____

Notary Public (Seal)



ATTACHMENT F
EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

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

- a. The Contractor will not discriminate against any employee or applicant because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, sex, or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of the nondiscrimination clause.
- b. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- c. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other Contract understanding, a notice; to be provided, advising the labor union or worker's representative of the Contractor's commitments under the Equal Employment Opportunity Section of this Contract, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Owner Contracts,
- e. The Contractor will include the provisions of this section in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Owner so that such provisions will be binding upon each Subcontractor or vendor.

(Complete this section for signatures by a CORPORATION):

(CORPORATE SEAL)

Corporate Name

ATTEST:

Secretary* or Assistant Secretary*

BY:

President* or Vice President*

*choose one

(Complete this section for signatures by PARTNERSHIP and INDIVIDUAL):

WITNESS:

BY:

_____ (Seal)

(ACKNOWLEDGEMENT OF THE ABOVE SIGNATURE MUST BE NOTARIZED USING THE FORM ON THE FOLLOWING PAGE)



**ATTACHMENT G
E-VERIFY AFFIDAVIT**

I, _____ (the individual attesting below), being duly authorized by and on behalf of
_____ (the entity identified as the "Employer") after first being duly
sworn hereby swears or affirms as follows:

1. Employer understands that E-Verify is the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with Article 2 of Chapter 64 of the North Carolina General Statutes.
2. Employer understands that Employers Must Use E-Verify. Each employer, after hiring an employee to work in the United States, shall verify the work authorization of the employee through E-Verify in accordance with Article 2 of Chapter 64 of the North Carolina General Statutes.
3. Employer will ensure compliance with E-Verify by any subcontractors subsequently hired by Employer for specified contracts subject to E-Verify entered into with the Orange Water and Sewer Authority.

This _____ day of _____, _____.

Signature of Affiant

Print or Type Name: _____

State of _____ County of _____

Signed and sworn to (or affirmed) before me, this the _____

day of _____, _____.

My Commission Expires:

9. Notary Public

|||
i. (Affix Official/Notarial Seal)



ATTACHMENT H

CERTIFICATION REGARDING CONFLICT OF INTEREST

The Submitter is required to certify that performance of the work will not create any conflicts of interest or disclose any actual or potential conflicts of interest by completing and signing one of the following statements:

All Vendors should be aware of OWASA'S Code of Ethics, which prohibits OWASA Employees and Board Members from having certain relationships with persons or entities conducting (or proposing to conduct) business with OWASA and which prohibits the acceptance of gifts from Vendors. If the Vendor has an actual or potential conflict, the Vendor shall disclose any Conflict of Interest that may exist.

Conflicts of Interest (Potential or actual) will be evaluated by OWASA'S General Counsel to determine the proper course of action. Failure to comply with the provisions established above may render the vendor ineligible to participate in OWASA'S procurement process.

The Submitter hereby discloses no conflicts of interest.

DATE: _____

AUTHORIZED SIGNATURE: _____

TITLE: _____

SUBMITTER/COMPANY NAME: _____

OR

The Submitter hereby discloses the following circumstances that could give rise to a conflict of interest for the Submitter, any affiliates, any proposed subconsultants, and key personnel of any of these organizations. (Attach additional sheets as needed.)

Name of the Individual/Company to which potential conflict of interest might apply:

Nature of potential conflict of interest:



Proposed Remedy:

DATE: _____

AUTHORIZED SIGNATURE: _____

TITLE: _____

SUBMITTER/COMPANY NAME: _____



ATTACHMENT I

Name of Vendor or Bidder: _____

**IRAN DIVESTMENT ACT CERTIFICATION
REQUIRED BY N.C.G.S. 143C-6A-5(a)**

As of the date listed below, the vendor or bidder listed above is not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. 143-6A-4.

The undersigned hereby certifies that he or she is authorized by the vendor or bidder listed above to make the foregoing statement.



Signature

Date

Printed Name

Title

Notes to persons signing this form:

N.C.G.S. 143C-6A-5(a) requires this certification for bids or contracts with the State of North Carolina, a North Carolina local government, or any other political subdivision of the State of North Carolina. The certification is required at the following times:

- When a bid is submitted
- When a contract is entered into (if the certification was not already made when the vendor made its bid)
- When a contract is renewed or assigned

N.C.G.S. 143C-6A-5(b) requires that contractors with the State, a North Carolina local government, or any other political subdivision of the State of North Carolina must not utilize any subcontractor found on the State Treasurer's Final Divestment List.

The State Treasurer's Final Divestment List can be found on the State Treasurer's website at the address



ATTACHMENT J

Companies Boycotting Israel Divestment Act Certification Form

Name of Contracting Party or Bidder: _____

COMPANIES BOYCOTTING ISRAEL DIVESTMENT ACT CERTIFICATION REQUIRED BY N.C.G.S. §147-86.81 et seq. *

Pursuant to N.C.G.S. §147-86.81, any person identified as engaging in a boycott of Israel, as defined by this Act. In addition, State agencies must divest from investments in such restricted companies, determined by appearing on the Final Divestment List created by the State Treasurer pursuant to G.S. 147-86.81, is ineligible to contract with the State of North Carolina or any political subdivision of the State.

As of the date listed below, the supplier or bidder listed above is not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. §147-86.81.

The undersigned hereby certifies that he or she is authorized by the contracting party or bidder listed above to make the foregoing statement.



Signature _____ Date _____

Printed Name _____ Title _____

• N.C.G.S. §147-86.81 requires this certification for bids or contracts with the State of North Carolina, a North Carolina local government, or any other political subdivision of the State of North Carolina. The certification is required at the following times:

- When a bid is submitted
• When a contract is entered into (if the certification was not already made when the vendor made its bid)
• When a contract is renewed or assigned

• N.C.G.S. § 147-86.81(b) requires that contractors with the State, a North Carolina local government, or any other political subdivision of the State of North Carolina must not utilize any subcontractor found on the State Treasurer's Final Divestment List.

• The State Treasurer's Final Divestment List can be found on the State Treasurer's website at: https://www.nctreasurer.com/inside-the-department/OpenGovernment/Pages/Divestment-Acts-Resources.aspx_ and will be updated every 180 days.



ATTACHMENT K

This checklist shall be included as the first page of the submitted bidding documents.

		BID FORMS, including:
	Attachment A	Bid Submission Form
	Attachment B	Technical Specifications- (Included as Attachment B, no submittal required)
	Attachment C	Minimum Insurance Requirement (Certificate of Insurance Required After Award)
	Attachment D	Non-collusion Affidavit for Contractor's
	Attachment E	Non-collusion Affidavit for Subcontractor(s) (Due Within 5 Days of the Bid Opening)
	Attachment F	Equal Employment Opportunity Certification
	Attachment G	E-Verify Affidavit
	Attachment H	Certification Regarding Conflict of Interest
	Attachment I	Iran Divestment Act Certification
	Attachment J	Companies Boycotting Israel Divestment Act Certification Form
	Attachment K	Bidder's Checklist
		Bidder's North Carolina General Contractor's License

Within five (5) day of bid opening, Contractor shall file a Non-Collusion Affidavit for Sub-Contractors.

Attachment L Informal Construction Contract

ORANGE WATER AND SEWER AUTHORITY CONSTRUCTION CONTRACT ORANGE COUNTY, NORTH CAROLINA

THIS CONTRACT is made, and entered into this the [REDACTED] day of [REDACTED], 202[REDACTED], by and between **ORANGE WATER AND SEWER AUTHORITY**, a public corporate instrumentality organized and operating under Chapter 162A of the North Carolina General Statutes, (hereinafter referred to as “**OWASA**,” party of the first part and [REDACTED] (hereinafter referred to as “**CONTRACTOR**”), party of the second part.

ARTICLE 1. WORK

The **CONTRACTOR** will perform the construction services described in Exhibit “A” (“**Work**”) in accordance with the Contract Documents, as referenced in Article 5 of this Contract, at the designated project site.

1.1 Engineer’s Role (If Applicable)

The Project has been designed by [REDACTED] (“**Engineer**”), who shall act as Orange Water and Sewer Authority’s representative. The **Engineer** shall assume all duties and responsibilities and have the rights and authority assigned to **Engineer** in the Contract Documents in connection with the completion of the **Work** in accordance with the Contract Documents. The **Engineer**’s responsibilities shall include, but are not limited to, reviewing submittals, conducting inspections, evaluating Applications for Payment, and providing recommendations to **OWASA** regarding compliance with the Contract Documents. The **Engineer** shall not have authority to approve changes in the **Work** that affect the Contract Price or Completion Date without an approved Change Order signed by **OWASA** and the **Contractor**.

ARTICLE 2. CONTRACT TERM

This Contract shall commence upon the **Effective Date** and remain in effect until [REDACTED], unless terminated earlier under its provisions. However, **Work** shall not begin until a **Notice to Proceed (NTP)** is issued.

The **Work** shall be Substantially Complete within [REDACTED] consecutive calendar days from the **NTP** and reach Final Completion within [REDACTED] consecutive calendar days from the **NTP**. **Substantial Completion** shall mean the **Work** is fully functional for its intended purpose, except for minor punch list items that do not impact usability, safety, or operation. **Final Completion** requires all punch list items to be addressed and any necessary approvals obtained, including a certificate of occupancy if required.

Prior to commencing the **Work**, the **CONTRACTOR** shall submit a progress schedule outlining anticipated start and completion dates for various phases of the **Work**, along with payment milestones, if applicable.

2.1 Weather-Related Delays

The Contractor may request a time extension due to severe weather conditions that prevent progress on the Work. To request an extension, the Contractor must submit a written request, including National Weather Service (NWS) data, within ten (10) days of the event. If OWASA determines that the delay is justified, the completion date may be adjusted accordingly through a Change Order.

ARTICLE 3. CONTRACT PRICE

OWASA shall compensate CONTRACTOR based on either a lump sum amount or a unit price structure, as outlined in Exhibit "B" Compensation. The total amount payable ("Contract Price") shall be \$ [REDACTED], subject to any adjustments authorized through approved Change Orders.

ARTICLE 4. CHANGE ORDERS

Any adjustment to the Contract Price, modification to the Work, or change in the Contract Time must be documented in a written change order ("Change Order"). The Change Order must be signed by both OWASA and CONTRACTOR and approved by OWASA before taking effect.

ARTICLE 5. CONTRACT DOCUMENTS

The Contract Documents, which constitute the entire agreement between OWASA and CONTRACTOR concerning the Work, include this Contract, Exhibit A (Work), Exhibit B (Compensation Terms), the Project Drawings and Specifications (if applicable), the Solicitation Documents issued by OWASA, all approved Change Orders, any written amendments executed by the parties, and any other documents specifically referenced in this Contract. These documents collectively form the entire agreement between OWASA and the Contractor regarding the Work.

The Solicitation Documents issued by OWASA shall only be binding to the extent that they establish the original project requirements and specifications and shall not override negotiated contract terms, executed Change Orders, or other post-award modifications.

ARTICLE 6. PAYMENT PROCEDURES

The Orange Water and Sewer Authority (OWASA) shall process progress payments based on Contractor's Applications for Payment, submitted in accordance with the Contract. Payments shall be made within thirty (30) calendar days after approval of the pay application or invoice, provided the application meets all contract requirements.

Payments shall be measured by the Schedule of Values or, for Unit Price Work, based on the number of completed units. If no Schedule of Values exists, payments will be made as outlined in the General Requirements.

6.1 Retainage

OWASA shall retain five percent (5%) of each progress payment until the Project reaches fifty percent (50%) completion. If the Project reaches fifty percent (50%) completion, as verified by gross project invoices (excluding stored materials), and the Contractor provides written verification of completion, OWASA, at its sole discretion, may reduce retainage to two and one-half percent (2.5%) of future periodic payments, provided the Contractor's performance is satisfactory and any previously identified nonconforming work has been corrected and accepted. If at any point the Contractor's performance is deemed unsatisfactory, OWASA may

reinstate the original retainage percentage on subsequent payments. Additionally, OWASA retains the right to withhold payments for unsatisfactory job progress, defective or nonconforming work, disputed work, or third-party claims filed or if there is reasonable evidence that a third-party claim may be filed.

6.2 Final Payment

Within sixty (60) days of receiving an Application for Payment and either a certificate of Substantial Completion—indicating that the Work is sufficiently complete in accordance with the Contract Documents for OWASA to use it for its intended purpose, subject to minor punch list items—or beneficial occupancy/use of the Project (if applicable), OWASA shall process final payment. OWASA reserves the right to deduct amounts necessary for incomplete or corrective work, up to 150% of the Engineer’s estimated cost to complete or correct outstanding items as identified in the Substantial Completion certificate. Final payment shall also be contingent upon the Contractor’s submission of the sworn Final Payment Certification, as described in Section 6.3.

6.3 Final Payment Certification

Before receiving final payment, the Contractor shall certify that all subcontractors, suppliers, and vendors have been paid in full and that no liens, claims, or lawsuits have been filed related to the Work. If any liens or claims exist, the Contractor must provide written evidence that they have been resolved or bonded off before final payment is released by OWASA.

ARTICLE 7. INTEREST

Payments due to the CONTRACTOR that remain unpaid shall not accrue interest, regardless of the reason for the delay.

ARTICLE 8. CONTRACTOR’S REPRESENTATION

To induce OWASA to enter into this Contract, CONTRACTOR represents that it has reviewed and understands the Contract Documents, the Work site, and the surrounding locality. CONTRACTOR has taken into account all local conditions, laws, and regulations that may impact the cost, progress, performance, or execution of the Work. Additionally, CONTRACTOR is duly licensed and authorized to perform the Work as required by applicable local laws and regulations.

ARTICLE 9. CONTRACTOR’S RESPONSIBILITIES

CONTRACTOR shall perform the Work in strict accordance with the Contract Documents, using professional skill, care, and diligence. CONTRACTOR is solely responsible for the means, methods, techniques, sequences, and procedures of construction and for coordinating all portions of the Work to ensure timely and proper completion.

9.1 Personnel

CONTRACTOR shall provide qualified, skilled personnel to perform the Work in compliance with all applicable laws and regulations. CONTRACTOR shall enforce strict discipline and good conduct among its workforce and subcontractors to ensure a safe and professional work environment.

9.2 Furnished Items

CONTRACTOR shall provide and be fully responsible for all materials, equipment, labor, tools, transportation, and temporary facilities necessary to execute and complete the Work. CONTRACTOR shall also furnish all utilities, including power, water, and sanitation, as required for the duration of the Work, unless otherwise provided by OWASA in the Contract Documents.

9.3 Materials

All materials and equipment shall be new, of high quality, and suitable for their intended purpose, unless otherwise specified in the Contract Documents. Materials and equipment shall be installed and used in strict accordance with manufacturer instructions and industry best practices. CONTRACTOR shall be responsible for ensuring that all materials conform to applicable specifications and regulatory standards.

9.4 Subcontractors

CONTRACTOR shall be fully responsible for the performance, actions, and omissions of its subcontractors and suppliers as though performing the Work itself. CONTRACTOR shall ensure that all subcontractors comply with the Contract Documents and all applicable laws. CONTRACTOR shall provide OWASA with the names, addresses, and contact information of all subcontractors and suppliers upon request. Nothing in the Contract shall create a contractual relationship between OWASA and any subcontractor or supplier.

9.5 Permits and Inspections

Unless otherwise agreed in writing, CONTRACTOR shall obtain and pay for all required permits, licenses, fees, and inspections necessary for the execution and completion of the Work. OWASA may assist in obtaining permits where necessary but assumes no responsibility for securing them. CONTRACTOR shall schedule and coordinate all required inspections and comply with all applicable legal and regulatory requirements.

9.6 Sales and Use Taxes

CONTRACTOR shall pay all applicable sales and use taxes required by law for materials and other taxable items used in the Work. CONTRACTOR shall submit a Sales and Use Tax Affidavit with each progress payment request, certifying that all materials listed have been or will be incorporated into or annexed to a building or infrastructure project owned, operated, or leased by OWASA.

The affidavit must be signed by an owner or officer of the CONTRACTOR and shall exclude taxes on non-reimbursable items such as scaffolding, tools, equipment, repair parts, rentals, forms for concrete, fuel, or any other ineligible items. By submitting the affidavit, CONTRACTOR certifies that all information provided is true and correct to the best of its knowledge. CONTRACTOR is responsible for maintaining accurate records and ensuring compliance with all tax regulations applicable to the Project.

9.7 Use of Premises

CONTRACTOR shall confine all construction activities, including equipment and material storage, to areas of the site designated by OWASA and shall not unreasonably encumber or interfere with OWASA's access to and use of the remaining Property. CONTRACTOR shall be responsible for protecting all site improvements, utilities, and adjacent properties from damage. Any damage caused by CONTRACTOR's operations shall be promptly repaired at CONTRACTOR's expense.

Throughout the Work, CONTRACTOR shall keep the site clean and free of excess materials, waste, and debris. Upon completion, CONTRACTOR shall remove all construction-related materials and leave the site in a clean and orderly condition suitable for use by OWASA.

9.8 Record Documents

CONTRACTOR shall maintain a complete, updated set of drawings (if applicable), specifications, addenda, written amendments, and Change Orders on-site. These documents shall be annotated to reflect all modifications and changes made during construction. Upon completion of the Work, CONTRACTOR shall deliver a final, accurate set of these records to OWASA.

9.9 Safety

CONTRACTOR shall be solely responsible for implementing and maintaining all safety measures required by law and industry standards. CONTRACTOR shall take all necessary precautions to prevent injury, loss, or damage to persons and property, including its own workers, OWASA personnel, and third parties. CONTRACTOR shall comply with all Occupational Safety and Health Administration (OSHA) regulations and any additional safety requirements specified by OWASA.

9.10 Continuation of Work

CONTRACTOR shall continue to perform the Work in accordance with the approved progress schedule, even in the event of a dispute with OWASA. CONTRACTOR shall not suspend or delay the Work without OWASA's written consent, except where required by safety concerns or legal obligations.

9.11 Damage to Work

Prior to Final Completion, CONTRACTOR shall be responsible for repairing or replacing, at its own expense, any portion of the Work that is damaged or destroyed due to its actions, omissions, or failure to protect the Work. If damage results solely from OWASA's negligence, OWASA shall bear the cost of repair or replacement.

9.12 Performance and Payment Bonds (If applicable)

For projects with a **Contract Price exceeding \$300,000**, CONTRACTOR shall provide:

A **Performance Bond** in the amount of **100% of the Contract Price**, ensuring completion of the Work in accordance with the Contract Documents. A **Payment Bond** in the amount of **100% of the Contract Price**, ensuring payment to subcontractors, suppliers, and laborers.

9.13 Bond Requirements and Submission

All bonds shall be issued by a surety licensed to do business in North Carolina and acceptable to OWASA. CONTRACTOR shall submit all required bonds before commencing any Work.

9.14 Warranty

CONTRACTOR warrants that all Work shall be performed in accordance with the Contract Documents and shall be free from defects in materials and workmanship. If any defects are discovered within **one year** from

the date of Final Completion, or within a longer period as required by law or contract terms, CONTRACTOR shall promptly correct or replace the defective Work at no cost to OWASA.

If CONTRACTOR fails to remedy defects in a timely manner, OWASA may correct or replace the defective Work and recover all costs incurred, including fees for engineers, architects, attorneys, and other professionals.

Contractor shall be responsible for maintaining all applicable warranties on goods, materials, and equipment provided under this Agreement. Upon completion of the work or termination of the contract, the Contractor shall transfer all such warranties to OWASA, and ensure that OWASA receives the full benefit of any manufacturer or supplier warranties. The Contractor shall provide all necessary documentation and assist OWASA in enforcing warranty claims as required.

9.15 Indemnification

CONTRACTOR shall indemnify and hold OWASA harmless from all claims, losses, liabilities, and damages, including legal fees, arising out of or related to the performance of the Work, but only to the extent such claims are caused in whole or in part by CONTRACTOR's actions or omissions, and excluding claims caused solely by OWASA's negligence.

9.16 Coordination with Other Work

OWASA reserves the right to contract with other parties to perform work at the same site. CONTRACTOR shall coordinate its activities to avoid conflicts and ensure proper site access. Any modifications to the Work require prior written authorization from OWASA and, when applicable, an approved Change Order.

9.17 Non-Discrimination Compliance

The Contractor shall comply with all applicable federal, state, and local non-discrimination laws. The Contractor shall not discriminate against any person based on race, color, religion, sex, age, national origin, disability, sexual orientation, or any other legally protected status in employment practices or in the performance of this Contract.

ARTICLE 10. PERMITS, LICENSES, AND INSPECTIONS

CONTRACTOR shall be responsible for obtaining, maintaining, and complying with all required permits, licenses, and inspections necessary for the execution and completion of the Work. CONTRACTOR shall ensure that all Work is performed in accordance with applicable federal, state, and local laws, codes, and regulations. OWASA may assist in facilitating permit approvals where necessary but assumes no responsibility for securing permits, licenses, or arranging inspections.

10.1 General Contractor License

If the total project cost exceeds \$40,000, CONTRACTOR shall maintain a valid North Carolina General Contractor License in compliance with N.C. Gen. Stat. § 87-1. Proof of licensure shall be provided to OWASA upon request.

10.2 Permits

CONTRACTOR shall obtain and pay for all required permits, approvals, and fees necessary for the execution and completion of the Work. This includes, but is not limited to, building, electrical, plumbing, mechanical, and other specialty permits as required by state and local regulations.

10.3 Inspections and Compliance

CONTRACTOR shall schedule, coordinate, and ensure all required inspections are conducted by the appropriate governing authorities. CONTRACTOR is responsible for correcting any deficiencies identified in inspections and ensuring full compliance with applicable building codes, ordinances, and regulatory requirements.

10.4 OWASA's Role

OWASA may assist in facilitating permit approvals where necessary but assumes no responsibility for obtaining permits, licenses, or arranging inspections. The responsibility for securing and complying with all required approvals remains solely with CONTRACTOR.

ARTICLE 11. FORCE MAJEURE

Neither OWASA nor Contractor shall be liable for any failure or delay in performance caused by events beyond their reasonable control, including but not limited to natural disasters, war, pandemics, labor strikes, or governmental actions. Weather-related delays shall only be considered a Force Majeure event if they are extraordinary, unforeseen, and significantly exceed historical seasonal norms for the project location. If a Force Majeure event occurs, the affected party shall notify the other in writing within **ten (10) days** and may request a reasonable extension of time to perform.

ARTICLE 12. INSURANCE REQUIREMENTS

CONTRACTOR shall, at its own expense, purchase and maintain the following minimum insurance coverage throughout the duration of the Work:

12.1 Contractor's Insurance

Excess/Umbrella Liability.....	\$4,000,000
General Liability Bodily Injury Liability.....	\$1,000,000
General Liability Property Damage Liability.....	\$1,000,000
Auto Liability Combined Single Limit Bodily Injury and Property Damage.....	\$1,000,000
Workers Compensation Statutory Limits	
Workers' Compensation for employer's liability and bodily injury by disease for each employee.....	\$1,000,000
Workers' Compensation for disease for each employee policy limit.....	\$1,000,000

12.2 Additional Insured

CONTRACTOR shall have OWASA named as an additional insured on both its General Liability and Auto Liability insurance policies.

12.3 Evidence of Insurance

Before commencing any Work, CONTRACTOR shall provide OWASA with a certificate of insurance issued by an insurer licensed to do business in the State of North Carolina and acceptable to OWASA. The certificate shall verify compliance with the required coverages and include a provision stating that OWASA will receive no less than sixty (60) days' advance written notice in the event of policy cancellation or termination.

12.4 Compliance and Coverage Responsibility

The maintenance of the above insurance policies shall in no way limit CONTRACTOR's obligations or liabilities under this Contract. Failure to maintain the required insurance coverage shall be considered a material breach of contract, and OWASA reserves the right to withhold payments or terminate the Contract if CONTRACTOR fails to provide and maintain the required coverage.

ARTICLE 13. TERMINATION OF AGREEMENT

This Contract may be terminated under certain conditions, including substantial failure to perform, convenience of either party, or unavailability of funds. The following provisions outline the circumstances and procedures for termination, as well as the rights and obligations of both parties upon termination.

13.1 Termination for Cause

Either party may terminate this Contract for cause if the other party substantially fails to perform its obligations under this Contract. The non-breaching party shall provide written notice specifying the breach. The breaching party shall have ten (10) calendar days from receipt of notice to cure the breach. If the breach is not cured within this period, or if the breaching party fails to diligently pursue a cure, the non-breaching party may terminate the Contract.

If OWASA terminates the Contract for cause, OWASA may take possession of the Work and materials and deduct the cost of completing the Work from any amounts owed to the CONTRACTOR. Alternatively, OWASA may choose to cure the breach and deduct the costs from payments due to the CONTRACTOR.

13.2 Termination for Convenience

Either party may terminate this Contract at any time, without cause, by providing thirty (30) days' written notice to the other party.

13.3 Termination Due to Lack of Funding

This Contract is subject to the availability of funds for its performance. If funds become unavailable, OWASA may terminate this Contract by providing thirty (30) days' written notice to the CONTRACTOR.

13.4 Rights and Obligations Upon Termination

Upon termination, the parties shall be entitled to any additional rights and remedies available under applicable law. Termination of this Contract, whether for cause, convenience, or lack of funding, shall not entitle either party to compensation for loss of anticipated profits.

ARTICLE 14. DISPUTE RESOLUTION

In the event of a dispute arising under this Contract, the parties agree to engage in a structured resolution process to seek an amicable settlement before resorting to litigation. The following provisions outline the required steps for resolving disputes, including negotiation, mediation, and, if necessary, legal proceedings, while ensuring that the Work continues as required.

14.1 Negotiation and Mediation

The parties shall attempt to resolve any dispute arising under this Contract through good-faith negotiations. If the dispute is not resolved within thirty (30) days of written notice, the parties agree to submit the matter to non-binding mediation before an agreed-upon mediator. Each party shall bear its own costs for mediation, except that the mediator's fees and any administrative costs shall be shared equally between the parties unless otherwise agreed in writing.

14.2 Litigation

If mediation fails, either party may pursue legal action in the state or federal courts of North Carolina. Each party shall bear its own legal fees unless otherwise awarded by the court. Venue for any action arising out of this Contract shall be in the Superior Court of Orange County, North Carolina, or the Federal Court for the Middle District of North Carolina.

14.3 Continuation of Work

Pending resolution of any dispute, CONTRACTOR shall continue the Work without interruption, unless otherwise directed by OWASA.

ARTICLE 15. LIQUIDATED DAMAGES (IF APPLICABLE)

If CONTRACTOR fails to complete the Work within the time specified in Exhibit A, or within any extended period granted by an approved Change Order, OWASA may assess liquidated damages in the amount of \$_____ per calendar day for each day beyond the required completion date until substantial completion is achieved.

The parties acknowledge that actual damages resulting from delays are difficult to determine, and the agreed liquidated damages amount is a reasonable estimate of the costs OWASA may incur due to such delays. Liquidated damages are not a penalty but rather compensation for potential costs, including administrative expenses, project delays, and other financial and operational impacts.

Liquidated damages shall be deducted from any payments due to CONTRACTOR under this Contract. This deduction shall not limit OWASA's right to pursue other contractual remedies, including withholding retainage or seeking corrective action to mitigate delays.

ARTICLE 16. SUCCESSORS AND ASSIGNS

This Contract establishes the rights and obligations of the parties, as well as the conditions under which those rights and obligations may be transferred. The following provisions govern the assignment of contractual interests and clarify that the Contract is binding upon the parties and their permitted successors and assigns.

16.1 Assignment

The contractor shall not assign its rights, obligations, or interests under this contract without the prior written consent of OWASA. The contractor has no authority to enter into contracts or commitments on behalf of OWASA.

Payments due under this contract may not be assigned to a third party without OWASA’s written approval. Any unauthorized assignment shall be deemed null and void.

16.2 Binding Effect

This contract shall be binding upon and inure to the benefit of OWASA and the contractor, as well as their respective permitted successors, assigns, and legal representatives, subject to the restrictions set forth in Section 16.1.

16.3 Governing Law

This contract, along with all disputes and matters arising from it, shall be governed by and construed in accordance with the laws of the State of North Carolina.

ARTICLE 17. SURVIVAL OF OBLIGATIONS

The provisions of warranty (9.14), indemnification (9.15), dispute resolution (Article 14), venue (14.2) and any other obligations intended to survive termination shall remain in full force beyond contract completion.

ARTICLE 18. NOTICES

All notices, demands, and other communications required or permitted under this Contract shall be in writing and shall be deemed properly given if delivered personally, sent by certified mail, return receipt requested, or sent by email with confirmation of receipt, to the following addresses:

OWASA:

**PURCHASING DEPARTMENT
400 JONES FERRY ROAD
CARRBORO, NORTH CAROLINA, 27510**

VENDOR:

**XXXXXXXXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXXXXXXXX**

ARTICLE 19. E-VERIFY

CONTRACTOR shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Further, if CONTRACTOR utilizes a subcontractor, CONTRACTOR shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes.

ARTICLE 20. ENTIRE AGREEMENT

This Agreement, together with the Contract Documents and the attached documents labeled Exhibit "A" and Exhibit "B," shall constitute the entire understanding between OWASA and CONTRACTOR. There are no written or unwritten understandings or agreements between the parties except as expressly stated herein, nor have any representations not contained herein been made to induce the execution of this Agreement. This Agreement supersedes all prior understandings and agreements relating to the subject matter hereof and may be amended only by a written mutual agreement of the parties.

In the event of a conflict between the terms and conditions of this Agreement and any other document, including those provided by the Contractor, the terms and conditions of this Agreement shall control and supersede unless otherwise expressly agreed to in writing by OWASA.

ARTICLE 21. SEVERABILITY

If any provision of this Contract is found to be invalid or unenforceable by a court of law, the remaining provisions shall continue in full force and effect. The parties agree to negotiate in good faith to replace any invalid provision with a valid provision that most closely achieves the original intent of the Contract.

ARTICLE 22. CONTRACT SIGNATURES

IN WITNESS WHEREOF, the parties have executed this agreement through their duly authorized representatives.

ORANGE WATER AND SEWER
AUTHORITY

CONTRACTOR

Todd Taylor, Executive Director

Title

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

Kelly Satterfield, Director of Finance

Approved as to form and legality:

OWASA General Counsel

EXHIBIT A
TECHNICAL SPECIFICATIONS



EXHIBIT B
COMPENSATION



connection with Work covered by prior Applications for Payment numbered 1 through _ inclusive and (2) title to all materials and equipment incorporated in said Work or otherwise listed in, or covered by, this Application for Progress Payment will pass to Owner at time of payment free and clear of all liens, claims, security interests and encumbrances (except such as covered by Bond acceptable to Owner).

Firm: _____ **By:** _____

Title: _____ **Date:** _____

ENGINEER CERTIFICATION:

Payment of the above AMOUNT DUE THIS APPLICATION is hereby recommended.

Firm: _____ **By:** _____

Title: _____ **Date:** _____

OWASA APPROVAL:

Payment of the above AMOUNT DUE THIS APPLICATION is hereby approved.

OWASA Account #: 6000 **By:** _____

PO #: _____ **Date:** _____



WORK CHANGE DIRECTIVE

PO # _____

WCD # _____

Project: _____ Date: _____

Owner: Orange Water and Sewer Authority Engineer: _____

Contractor: _____

Title: _____

You are directed to proceed promptly with the following change(s):

If a claim is made that the above change(s) have affected Contract Price or Contract Time, any claim for a Change Order based thereon will involve one of the following methods of determining the effect of the change(s).

Method of determining change in Contract Price:

_____ Time and materials
_____ Unit Prices
_____ Cost plus fixed fee
_____ Other: _____

Method of determining change in Contract Time:

_____ Contractor's records
_____ Inspector's records
_____ Other: _____

Estimated change in Contract Price:

\$_____. This estimated change in Contract Price is not to be exceeded without further authorization.

Estimated change in Contract Time:

_____ days. This estimated change in Contract Time is not to be exceeded without further authorization.

RECOMMENDATION OF WORK CHANGE DIRECTIVE

By: _____ By: _____

Firm: _____ Firm: _____

Date: _____ Date: _____

OWASA APPROVAL OF WORK CHANGE DIRECTIVEBy: _____ Date: _____



FIELD ORDER

PO # _____

FO # _____

Project: _____ **Date:** _____**Owner:** Orange Water and Sewer Authority **Engineer:** _____**Contractor:** _____

This Field Order is issued to interpret/clarify the Contractor Documents, order minor changes in the Work, and/or to documents trade-off agreements. Owner and Contractor hereby agree that the work described in this Field Order is to be accomplished without changes in Contract Price, Contract Time, claim or other costs. Contractor is to execute this Field Order and return it to Owner for execution within 48 hours.

Title: _____

Description:**Attachments:****Owner:** _____**Contractor:** _____**By:** _____**By:****Title:** _____**Title:****Date:** _____**Date:**

CHANGE ORDER

PO # _____

CO # _____

To: _____

_____From: Orange Water and Sewer Authority
400 Jones Ferry Road
Carrboro, NC 27510**PROJECT:** _____

You are hereby notified that OWASA is issuing **Change Order #** _____ for the above referenced contract under the provisions of Article 10 of the General Conditions. This change is subject to all the terms, conditions and provisions of the original contract.

Item #	Description Of Changes (Increases)	Amount
a.	Insert descriptions here	\$0,000.00
b.	Insert descriptions here	\$0,000.00
c.	Insert descriptions here	\$0,000.00
Subtotal of these changes		\$000,000.00
Contract Amount before modified		\$000,000.00
Contract Amount as modified		\$000,000.00

Description of Change: Description of each increase and associated cost breakdowns are attached, along with all related project communications.

Contract performance period changes: _____ (Unchanged / Increased / Decreased)

RECOMMENDATION OF CHANGE ORDER (BY CONSULTANT)

The change described above is hereby recommended:

By: _____ Title: _____

Firm: _____ Date: _____

ACCEPTANCE OF CHANGE ORDER (BY CONTRACTOR)

The change described above is accepted and hereby acknowledged:

By: _____ Title: _____

Firm: _____ Date: _____

APPROVAL OF CHANGE ORDER (BY OWNER)

By: _____ By: _____ By: _____

Date: _____ Date: _____ Date: _____

Title: Director of Finance Title: Executive Director Title: Director of Engineering

This Instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act

Orange Water and Sewer Authority

Orange Water and Sewer Authority
