



# Orange Water and Sewer Authority

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

## **REQUEST FOR QUALIFICATIONS**

**Orange Water and Sewer Authority  
On-Call Water and Sewer Engineering Services and Surveying  
Issue Date: April 24, 2025**

**Submittal Deadline: June 5, 2025 at 2PM**

### **1. INTRODUCTION**

Orange Water and Sewer Authority (OWASA) is seeking engineering firms and surveying firms for on-call services for a variety of tasks. Firms interested in submitting must provide the services categories checklist (Attachment 3) with their statement of qualifications. OWASA intends to select firms qualified to provide such services on the basis of demonstrated competence and qualification for the type of professional services required without regard to fee. Experience with complex schedules and coordination with contractors is required for all firms submitting on design categories.

OWASA will conduct a Qualification-Based Selection process to identify the best qualified firms with which to negotiate a contract. All firms submitting qualifications must have demonstrated expertise in the types of projects that they have indicated on the on-call submittal categories checklist (Attachment 3).

**To be considered, responses to this RFO must be received by 2:00 p.m. EST on Thursday, June 5, 2025. Refer to Section 5 – Submittal Requirements for details.**

### **2. OBJECTIVES**

The primary types of tasks to be performed include but are not limited to:

- a) Design of sanitary sewer pipe and manhole rehabilitation utilizing CIPP lining and inline point repairs.
- b) Condition assessment of manholes and design of manhole rehabilitation.
- c) Design of public water mains including preparation of all necessary permits, topographic surveys, plans, details and specifications.
- d) Design of gravity sewer mains.
- e) Design of wastewater pump stations and booster pump stations.
- f) Design of wastewater treatment facilities and water treatment facilities.
- g) Bid phase services, construction observation and construction administration for projects designed.
- h) Condition assessments of horizontal assets, such as water mains, gravity sewer



main, and sewer force mains.

- i) Condition assessments of vertical assets, such as pumps, motors, and treatment processes.
- j) Architectural facility assessment and design for roof repairs, building modifications, and building repairs.
- k) Survey needs for easements, land acquisitions, and other survey items.
- l) Topographic surveys for water and sewer line design and repairs.
- m) Dam and reservoir evaluation, planning, and design.
- n) Geotechnical investigations, soil borings, construction material testing, soil compaction testing, and special inspections.

### **3. BACKGROUND AND DESCRIPTION**

OWASA provides water, wastewater and reclaimed water services to approximately 86,300 people in the Town of Carrboro, Town of Chapel Hill, portions of Orange County and the University of North Carolina at Chapel Hill. OWASA owns and operates a complex system of assets distributed primarily across southern Orange County.

OWASA operates and maintains three raw water reservoirs, 14 miles of raw water transmission mains, a drinking water treatment plant (WTP), 386 miles of drinking water distribution pipes (including emergency interconnects), six water storage tanks, four water booster pump stations, 337 miles of gravity sewer collection pipes, 14 miles of sewer force main, 21 wastewater pump stations, 5 miles of reclaimed water pipes, a reclaimed water pumping station with an associated ground storage tank, a wastewater treatment plant (WWTP), support facilities, 150 vehicles/equipment, and over 4,000 acres of land.

### **4. SCOPE OF SERVICES**

The engineering services expected to be completed as part of the Professional On-Call Services contracts are shown in the objectives in Section 2 and shall be conducted in general accordance with items listed below. **However, the final scope of services will be negotiated with the selected engineering firm and may include modified and/or additional tasks.**

- 1. Engineering services may include the following tasks:
  - a. Provide quotes for engineering work within twelve business days of request
    - i. Quotes will include a timeline for completion of the requested work
  - b. Review Existing Information
  - c. Provide Preliminary Engineering Services
  - d. Develop Plans and Specifications and Costs
  - e. Obtain Permit Approvals
  - f. Prepare Bid Documents

- g. Assist with Contract Bidding
- h. Provide Contract Administration and/or Construction Observation
- i. Provide closeout documentation (including drawings and GIS files)

2. Surveying services may include

- a. Provide quotes for surveying work within twelve business days of request
  - i. Quotes will include a timeline for completion of the requested work
- b. Review Existing Information
- c. Provide Survey Plats
- d. Provide Meets and Bounds descriptions
- e. Provide GIS files

Surveys, drafts and final plans, reports, etc. will be provided in electronic and hard copy formats in a manner acceptable to and usable by OWASA. The actual list and format of deliverables and an associated schedule will be negotiated with the selected firm for each specific task order.

The contract award for each individual task order shall not exceed \$250,000 in potential fees and there is no assurance that task orders will accumulate to this amount.

The initial on-call agreement contract length will be two years with an option of extending the agreement for an additional year. Anticipated annual contract amounts for on-call services will be dependent upon the needs of the work. No work is guaranteed, and work will be assigned on an as-needed basis to be determined by the Authority at its sole and absolute discretion. The Authority reserves the right to cancel this agreement at any time. Selected firms that do not meet the Authority's performance expectations, routinely decline to participate in projects or work offered, or do not deliver the expertise identified in their original proposals may be subject to having their on-call services canceled, at any time.

## 5. SUBMITTAL REQUIREMENTS

**Responses to this RFQ must be received by OWASA no later than 2:00 p.m. EST on Thursday, June 5, 2025. To be considered, please submit four (4) hard copies and one (1) electronic copy in PDF format of the required qualifications to:**

Steven Bailey, P.E.  
Engineering Manager – Capital Projects  
Orange Water and Sewer Authority  
400 Jones Ferry Road  
Carrboro, North Carolina 27510

Submittals (**including** resumes, **excluding** front and back cover) shall be limited to a maximum of 20 pages (i.e., 20 pages printed double-sided onto 10 sheets of 8-1/2"x11" paper or 20 sheets of 8-1/2"x11" printed single sided). A table of contents, tab dividers, required forms, and checklists will not be considered part of the 20 page limit. A cover letter will be considered part of the 20 page limit.

Qualifying statements must include the following in order to be considered:

- a) Firm Name, Address, Telephone Number, Email Address and Contact Person(s)
- b) Year in which the firm was established and any former names under which the firm operated
- c) Checklist of On-call Services Categories (Attachment 3)
- d) Qualifications and experience of personnel who would be providing services

*Include a list of projects that demonstrate experience/understanding of the objectives that your firm is applying for as outlined in Section 2 and Section 4. Project lists shall include summary of the work and deliverables, the project owner, and a project reference.*

- e) Contract Objections

*It is OWASA's intention to use a contract similar to the one included as Attachment 2. If your firm objects to any element of the contract, please state the objections in the submittal.*

- f) Procurement forms (Attachment 1)

## 6. SELECTION PROCESS

All questions regarding this Request for Qualifications must be emailed to Steven Bailey at [sbailey@owasa.org](mailto:sbailey@owasa.org) on or before May 23, 2025. Questions submitted after this date will not be considered.

OWASA intends to select several firms within four weeks of receiving the responses to this RFQ. The following list illustrates the intended number of on-call firms per services category:

Category	Number of Firms (anticipated maximum, subject to change)
Distribution and Collection System Assessment, Design, Rehabilitation and Replacement	6
Wastewater Treatment Plant and Water Treatment Plant Assessment and Design	5
Architectural Facility Support	3
Land Surveying	3
Dam and Reservoir Work	2
Geotechnical, Material Testing, and Special Inspections	2

OWASA reserves the right to reject any and all proposals, to waive any and all formalities, and to disregard all nonconforming or conditional submittals.

For task orders, OWASA will select the most qualified firm for that specific project from the pre-qualified list and begin negotiation with that firm. If negotiations with the most qualified firm are not successful, OWASA will initiate negotiations with the firm it has determined to be the next most qualified firm for that specific project.

For task orders, consultants must be prepared to provide:

- Educational background and professional registrations of key consultant personnel.
- Individual within consultant's organization who will have direct charge of the work.
- Whether the consultant has adequate staff or other resources to perform the work within schedule.
- Whether the consultant has adequate knowledge of local conditions.
- Proposed fee.
- Proposed schedule for the project with milestone dates for key steps and deliverables.

## **7. OWASA POINT OF CONTACT**

Steven Bailey will be OWASA's primary point of contact for all consultant selection matters relating to this project. **All questions regarding this Request for Qualifications must be emailed on or before Friday, May 23, 2025,** to Mr. Bailey at [sbailey@owasa.org](mailto:sbailey@owasa.org).

## **8. SUPPLEMENTAL INFORMATION**

Attachment 1 - Procurement Forms

Attachment 2 - OWASA Standard Design Services Agreement

Attachment 3 – Checklist of On-Call Services Categories

## ACKNOWLEDGEMENT OF ADDENDA

---

**The undersigned hereby acknowledges that their submission is reflective of any addenda posted for this solicitation by checking the appropriate box(es) below:**

- N/A – no Addenda issued
  - Addendum 1
  - Addendum 2
  - Addendum 3
  - Addendum 4
  - Addendum 5
- 

---

Signature

Date

---

Printed Name

Title

---

**END OF FORM**

**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:  
\_\_\_\_\_

\_\_\_\_\_  
Notary Public

(Affix Official/Notarial Seal)

Name of Counterparty:  
\_\_\_\_\_

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

---

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.

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.

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:*

The State Treasurer's Final Divestment List can be found on the State Treasurer's website at: <https://www.nctreasurer.com/about/transparency/commitment-transparency/divestment-and-do-not-contract-rules> and will be updated every 180 days.

**END OF FORM**

**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 company identified as engaging in a boycott of Israel, as defined by this Act, is ineligible to contract with the State of North Carolina or any political subdivision of the State. 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.

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
--------------	-------

*Notes to persons signing this form:*

The State Treasurer’s Final Divestment List can be found on the State Treasurer’s website at: <https://www.nctreasurer.com/about/transparency/commitment-transparency/divestment-and-do-not-contract-rules> and will be updated every 180 days.

**END OF FORM**

**NON-COLLUSION AFFIDAVIT**

The submitter, being duly sworn, solemnly swears (or affirms) that neither he, nor any official, agent or employee has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competition in connection with any bid or contract, that the bidder has not been convicted of violating *N.C.G.S. § 133-24* within the last three years, and that the submitter intends to do the work with its own bonafide employees or subcontractors and will not submit for the benefit of another contractor.

**By submitting this non-collusion affidavit, the Submitter certifies, under penalty of perjury according to North Carolina law, their compliance with non-collusion standards. This affidavit affirms the Submitter’s adherence to the required non-collusion guidelines without any exceptions.**



**SIGNATURE OF BIDDER**

Name of Submitter \_\_\_\_\_  
Print or type name

Address \_\_\_\_\_

Signature of Submitter \_\_\_\_\_  
Print or type Signer's Name

Signature of Witness \_\_\_\_\_  
Print or type Signer’s name

**AFFIDAVIT MUST BE NOTARIZED**

Subscribed and sworn to before me this the  
\_\_\_\_ day of \_\_\_\_\_ 20\_\_ .

Signature of Notary Public  
of \_\_\_\_\_ County  
State of \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

**NOTARY SEAL**

**END OF FORM**

## CERTIFICATION REGARDING CONFLICT OF INTEREST

---

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 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:**

---

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: \_\_\_\_\_

**END OF FORM**

Attachment 2: OWASA Standard Design Services Agreement

AGREEMENT  
BETWEEN

**ORANGE WATER AND SEWER AUTHORITY,**

a political subdivision of the State of North Carolina, its successors and assigns, hereinafter referred to as “Owner” through its Board of Directors,

and

**CONSULTANT NAME**

its successors and assigns, hereinafter referred to as “Consultant”

IN ORANGE COUNTY NORTH CAROLINA

FOR  
CONSULTING SERVICES

WITNESSETH:

WHEREAS, Owner intends to [fill in with nature of task order work]

WHEREAS, Owner requires certain consulting services in connection with the project (the Services); and,

WHEREAS, Consultant is prepared to provide the Services;

NOW THEREFORE, in consideration of the mutual terms and conditions, promises and payments contained in this Agreement, Owner and Consultant agree as follows:

ARTICLE 1 - TIME FOR PERFORMANCE

1.1 The effective date of this Agreement is \_\_\_\_\_ and shall remain in effect until terminated. Consultant shall perform the services described in Attachment B (herein, the Project Scope of Services) to this Agreement. Owner will issue a separate Notice to Proceed for the work, and the work shall proceed according to the schedule as described in the Project Scope of Services. Any work initiated by Consultant prior to the Owner’s written authorization of the Project will be at the Consultant's sole risk.

ARTICLE 2 - GOVERNING LAW

2.1 This Agreement shall be governed by the laws of the state of North Carolina. Any disputes which may arise out of this agreement shall be filed in the North Carolina Court of Justice, The Superior Court of Orange County NC.

ARTICLE 3 - SERVICES TO BE PERFORMED

3.1 Consultant shall perform the Services described in the Project Scope of Services as authorized under this Agreement. Consultant shall provide all services as set forth in the Project Scope of

## Attachment 2: OWASA Standard Design Services Agreement

Services, including the necessary, incidental and related activities and services required and contemplated in the Consultant's level of effort.

3.2 Consultant and Owner acknowledge that the Scope of Services described for the Project does not delineate every detail and minor work task required to be performed by Consultant to complete the work authorized by the Scope of Services. If during the course of the performance of the services authorized by this Agreement, Consultant determines that work should be performed to complete the Project which is in the Consultant's opinion outside the level of effort originally anticipated, whether or not the Project Scope of Services identifies the work items, Consultant shall notify Contract Administrator in writing within 30 days and wait for Owner approval before proceeding with the work. If Consultant proceeds with said work without notifying the Contract Administrator, said work shall be deemed to be within the original level of effort described in the Project Scope of Services. Notice to the Contract Administrator does not constitute authorization or approval by Owner to perform the work. Performance of work by Consultant outside the originally anticipated level of effort without prior written Owner approval is at the Consultant's sole risk.

3.3 Upon mutual written agreement, the Project Scope of Services may be modified. The Owner and the Consultant may negotiate additional scopes of services, compensation, time of performance and other matters related to the project. If the Owner and Consultant cannot contractually agree, Owner shall have the right to immediately terminate negotiations at no cost to the Owner and to procure services from another source.

### ARTICLE 4 - OWNER'S RESPONSIBILITIES

4.1 Owner shall be responsible for all matters described in the Project Scope of Services (Attachment B).

### ARTICLE 5 - COMPENSATION AND METHOD OF PAYMENT

5.1 Owner agrees to pay Consultant as compensation for performance of services as described in the Project Scope of Services. Compensation may be as a lump sum or as maximum amount not-to-exceed. The maximum amount not-to-exceed method of compensation will utilize hourly billing rates established as part of this Agreement.

5.2 Consultant shall separately invoice for services rendered each month. Each project invoice shall reflect percentage of work completed to date and for the invoiced month. Invoices shall provide a detailed breakdown of hours worked, hourly billing rates by each individual, and the expenses attributable to the project during the period.

5.3 The Owner shall assign a Project CIP Number, as well as a Purchase Order Number for the Project to facilitate internal contract administration. Each Project Invoice must reference the assigned CIP Number and the Purchase Order Number for the Project and be sent directly to the Owner's Project Manager as assigned. Payment terms shall be the net invoice amount within 30 days.

5.4 The hourly billing rates for this agreement are set forth in Attachment A to this agreement and shall be used for maximum not-to-exceed compensation.

5.5 The reimbursable expenses for this agreement are set forth in Attachment A to this agreement

## Attachment 2: OWASA Standard Design Services Agreement

and shall be used for maximum amount not-to-exceed compensation. Consultant shall be allowed to adjust expense items in accordance with changes in IRS criteria for deductible expenses.

5.6 Consultant shall keep such records and accounts and require any and all consultants and sub-consultants to keep records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged to the project and any expenses for which Consultant expects to be reimbursed. All books and records relative to the project shall be available at all reasonable times for examination and audit by Owner and shall be kept for a period of three (3) years after completion of all work pursuant to this Agreement. Incomplete or incorrect entries in such books and records shall be grounds for Owner's disallowance of any fees or expenses based upon such entries.

### ARTICLE 6 - STANDARD OF CARE

6.1 General: Consultant shall exercise the same degree of care and diligence in the performance of the Services as is ordinarily exercised by a professional serving under similar circumstances.

### ARTICLE 7 - LIABILITY AND INDEMNIFICATION

7.1 General: Having considered the potential liabilities that may exist during the performance of the Scope of Services, the benefits of the project, and the Consultant's fee for the Services, and in consideration of the promises contained in this Agreement, Owner and Consultant agree to allocate and limit such liabilities in accordance with this Article.

7.2 Indemnification by Consultant: Consultant agrees to indemnify, and hold harmless Owner, its agents, and its employees from and against legal liability for all claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are caused by Consultant's negligent acts, errors, or omissions. Consultant shall also be liable to Owner for the costs of defense including but not limited to attorney's fees, litigation, mediation or arbitration, and any other expenses actually incurred by Owner in defense of third party claims arising out of damages caused by Consultant's negligence or fault.

7.3 Employee Claims: Consultant shall indemnify Owner against legal liability for damages arising out of claims by Consultant's employees to the extent such claims arise out of Consultant's negligent acts, errors or omissions.

7.4 Survival: Upon completion of all Services, obligations, and duties provided for in this Agreement, or if this Agreement is terminated for any reason, the terms and conditions of this Article shall survive.

### ARTICLE 8 - INSURANCE

8.1 During the performance of the Services under this Agreement, Consultant shall maintain the minimum levels of insurance shown below and provide certificates of such coverage to Owner prior to performance. All policies must provide ten (10) days advance written notice to Owner in the event of cancellation, expiration, or alteration.

8.1.1 General Liability Insurance, with a combined single limit of \$1,000,000 for each occurrence and \$1,000,000 in the aggregate.

## Attachment 2: OWASA Standard Design Services Agreement

8.1.2 Automobile Liability Insurance, with a combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident.

8.1.3 Workers' Compensation Insurance in accordance with statutory requirements and Employers' Liability Insurance, with a limit of \$1,000,000 for each occurrence.

8.1.4 Professional Liability Insurance, with a limit of \$1,000,000 annual aggregate.

8.1.5 Excess/Umbrella Liability Insurance of \$4,000,000.

### ARTICLE 9 - OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

9.1 Except as otherwise provided herein, documents and reports prepared by Consultant as part of the Services shall become the property of Owner upon payment for same. All finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs and reports prepared or provided by Consultant in connection with this Agreement become the property of the Owner, whether the projects are completed or not, and shall be delivered by Consultant to the Owner within ten (10) days after receipt of written notice and upon payment for same. Owner may use or transfer to others for use in OWASA's service work products developed by Consultant in the course of its services for this Project, provided Consultant is credited with work in the development of that product. Consultant shall have no responsibility or liability for third party use authorized by OWASA. Consultant may not use or permit others to use any intellectual property rights of OWASA without OWASA's prior express consent.

### ARTICLE 10 - TERMINATION

10.1 This Agreement may be terminated by either party upon written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement. The nonperforming party shall have fifteen calendar days from the date of the termination notice to cure or to submit a plan for cure acceptable to the other party.

10.2 Owner may terminate or suspend performance of this Agreement for Owner's convenience upon written notice to Consultant. Consultant shall terminate or suspend performance of the Services on a schedule acceptable to Owner. If termination or suspension is for Owner's convenience, Owner shall pay Consultant for all the Services performed and termination or suspension expenses. Upon restart, an equitable adjustment shall be made to Consultant's compensation.

### ARTICLE 11 - DELAY IN PERFORMANCE

11.1 Neither Owner nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the nonperforming party. For purposes of this Agreement, such circumstances include: floods; earthquakes; fire; epidemics; war, riots, and other civil disturbances; strikes, lockouts, and other labor disturbances; sabotage; judicial restraint; and the inability to procure permits, licenses, or authorizations from any local, state, or federal agency for which such permits have been properly applied for in accordance with the specified Project Schedule for any of the supplies, materials, accesses, or services required to be provided by either Owner or Consultant under this Agreement.

## Attachment 2: OWASA Standard Design Services Agreement

11.2 Should such circumstances occur, the nonperforming party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement. Consultant shall be entitled to an equitable adjustment in schedule and compensation in the event such circumstances occur.

### ARTICLE 12 - COMMUNICATIONS

12.1 Any communication required by this Agreement shall be made in writing to the address specified in the Project Scope of Services. The Contract Administrator for the Owner shall be specified in the Project Scope of Services. Nothing contained in this Article or the Project Scope of Services shall be construed to restrict the transmission of routine communications between representatives of Owner and Consultant.

### ARTICLE 13 - WAIVER

13.1 No waiver by either Owner or Consultant of any breach of this Agreement shall be of any effect unless it shall be written and signed by the waiving party. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach.

### ARTICLE 14 - SEVERABILITY

14.1 The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion or provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

### ARTICLE 15 - SUCCESSORS AND ASSIGNS

15.1 Owner and Consultant each binds itself and its directors, officers, partners, successors, executors, administrators, assigns, and legal representatives to the other party to this Agreement and to the directors, officers, partners, successors, executors, administrators, assigns, and legal representatives of such other party in respect to all provisions of this Agreement.

### ARTICLE 16 - ASSIGNMENT

16.1 Neither Owner nor Consultant shall assign any rights or duties under this Agreement without the prior written consent of the other party. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement. Nothing contained in this Article shall prevent Consultant from employing independent consultants, associates, and subcontractors to assist in the performance of the Services. Consultant will not employ subcontractors for the performance of the Services without the prior written approval of Owner, which approval shall not be unreasonably withheld. Consultant shall have the right to assign duties to any of Consultant's related or affiliated companies.

ARTICLE 17 - THIRD PARTY RIGHTS

17.1 Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than Owner and Consultant.

ARTICLE 18 - MISCELLANEOUS

18.1 INTERPRETATION: The language of this Agreement has been agreed to by both parties to express their mutual intent and no rule of strict construction shall be applied against either party hereto. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as “herein,” “hereof,” “hereunder,” and “hereinafter” refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a Section or Article of this Agreement, such reference is to the Section or Article as a whole, including all of the subsections of such Section unless the reference is made to a particular subsection or subparagraph of such Section or Article.

18.2 CONSULTANT'S STAFF: Consultant shall provide the key staff identified in their proposal for the Project as long as said key staff are in Consultant's employment.

18.2.1 Consultant will obtain prior written approval of Contract Administrator to change key staff members. Consultant shall provide Contract Administrator with such information as necessary to determine the suitability of proposed new key staff. Contract Administrator shall be reasonable in evaluating key staff qualifications.

18.2.2 If Contract Administrator desires to request removal of any of Consultant's staff, Contract Administrator shall first meet with Consultant and provide reasonable justification for said removal.

18.3 ENTIRE AGREEMENT: This Agreement, including all documents identified below, represents the entire understanding between the Owner and the Consultant as to this particular scope of work and shall supersede all prior and contemporaneous communications, representations, understandings, and Agreements relating to the subject matter hereof and may be amended only by written mutual Agreement of the parties.

18.4 ATTACHMENTS: Current listing of Attachments includes:

- Attachment A – Hourly Billing Rates and Reimbursable Expenses.
- Attachment B – Project Scope of Services.

ARTICLE 19 – PRE-EXISTING CONTAMINATION

19.1 Anything herein to the contrary notwithstanding, title to, ownership of, and legal responsibility and liability for any and all pre-existing contamination shall at all times remain with Owner. “Pre-existing contamination” is any hazardous or toxic substance, material, or condition present at the project site or sites concerned which was not brought onto such site or sites by Consultant.

ARTICLE 20 – LIMITATIONS OF RESPONSIBILITY

## Attachment 2: OWASA Standard Design Services Agreement

20.1 Consultant shall not be responsible for: (1) construction means, methods, techniques, sequences, procedures, or safety precautions and programs in connection with the Project; (2) the failure of any contractor, subcontractor, vendor, or other participant, not under contract to Consultant, to fulfill contractual responsibilities to Owner or to comply with federal, state, or local laws, regulations, and codes; or (3) procuring permits, certificates, and licenses required for any construction unless such responsibilities are specifically assigned to Consultant in Scope of Services.

### ARTICLE 21 – NON DISCRIMINATION CLAUSE

21.1 The Consultant shall not discriminate against any person on the grounds of race, color, national origin, sex, age, or handicap in administration of this Agreement. Nor shall any person be excluded from participation in, or be denied the benefits of any project designed under this Agreement on the grounds of race, color, national origin, sex, age, or handicap.

### ARTICLE 22 – MINORITY BUSINESS PARTICIPATION

22.1 It is the policy of OWASA to provide minority businesses an equal opportunity to participate in all aspects of OWASA's contract activities. Consultant shall comply with OWASA's Minority Business Participation Outreach Plan and Guidelines.

### ARTICLE 23 – E-VERIFY

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

### ARTICLE 24 – IRAN DIVESTMENT

24.1 Consultant hereby certifies compliance with the requirements of Article 6 of Chapter 143 of the North Carolina General Statutes ("Iran Divestment") and that it is not listed on the State Treasurer's Final Divestment List found at the website address [www.nctreasurer.com/Iran](http://www.nctreasurer.com/Iran) and updated every 180 days, and represents that it will require any subcontractors to comply with the requirements of Article 6 of Chapter 143 of the General Statutes.

IN WITNESS WHEREOF, Owner and Consultant have executed this Agreement.

OWNER:

ORANGE WATER AND SEWER AUTHORITY

BY: \_\_\_\_\_

TITLE:

DATE: \_\_\_\_\_

CONSULTANT:

CONSULTANT NAME

BY: \_\_\_\_\_

TITLE:

DATE: \_\_\_\_\_

APPROVED AS TO FORM AND LEGALITY:

\_\_\_\_\_  
Date

\_\_\_\_\_  
Robert Epting, Esquire  
Authority General Counsel

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Kelly Satterfield  
Director of Finance

**ATTACHMENT A**

**HOURLY BILLING RATES AND REIMBURSABLE EXPENSES**

**INTRODUCTION**

The hourly billing rates are set forth below.

<b>Billing Category</b>	<b>Individual Name and Title</b>	<b>Hourly Billing Rate for the Agreement</b>
Principal		
Senior Project Manager		
Senior Discipline Engineer		
Project Manager		
Project Engineer		
Engineer		
Engineering Associate		
Senior Technician		
Technician		
Administrative Assistant		

**BILLING CATEGORY DEFINITIONS**

The following table provides broad definitions for various Billing Categories. As a guideline, expected experience and duties for each of the categories have been included in the Billing Category Definitions. It is expected that in some instances the actual experience of an individual may be different than what is required for the corresponding Billing Category. In all such cases, Consultant will provide appropriate justification and seek approval from the Owner.

<b>Principal</b>	This is the firm’s corporate officer. In some cases “Principal” may be the owner or one of the partners of the firm, and is generally in a position to make all the corporate level decision for the firm as it pertains to this Agreement.
<b>Senior Project Manager</b>	Person in this position provides senior level project management, provides high level of professional input for the project and is generally responsible for conducting high level project review. This person has a Professional Engineering license in North Carolina and professional-level experience of over 15 years.

## Attachment 2: OWASA Standard Design Services Agreement

<b>Senior Discipline Engineer</b>	Person in this position is considered the firm's expert for a particular discipline. This person will oversee Engineering work of particular discipline at the highest level for the firm. This person has a Professional Engineering license in North Carolina and professional-level experience of over 18 years. Engineering Disciplines may include, but are not limited to: Structural Engineering, Water Resources, Environmental Engineering, Transportation, Electrical Engineering, Mechanical Engineering, Pump Station Design, Instrumentation and Control, Construction Management, Power Generation, etc.
<b>Project Manager</b>	Person in this position provides day-to-day Project Management for the Project and acts as the key client contact. This person has a professional license in North Carolina and professional-level experience of over 8 years.
<b>Project Engineer</b>	Person in this position provides day-to-day engineering work for various disciplines as required by individual projects. This person has a professional license in North Carolina and professional-level experience of over 8 years.
<b>Engineer</b>	Person in this position provides day-to-day engineering support to the Project Manager, Project Engineer and other team members as required for their respective projects. This person has a professional license in North Carolina and professional-level experience of over 3 years.
<b>Engineering Associate</b>	Person in this position provides day-to-day engineering support to the Project Manager, Project Engineer, Engineer and other team members as required for their respective projects. This person is an Engineering Intern or has an Engineering Associates degree with appropriate technical experience.
<b>Senior Technician</b>	Person in this position provides senior technical-level support to the Project Team. Support may include CAD services, GIS, or other technical-level work. This person has 10 years of experience providing technical-level work.
<b>Technician</b>	Person in this position provides technical-level support to the Project Team. Support may include CAD services, GIS, or other technical-level work. This person has 4 years of experience providing technical-level work.
<b>Registered Land Surveyor</b>	This person is a North Carolina Board of Engineers and Land Surveyors certified Land Surveyor and has 4 years of professional-level experience.
<b>2 Person Survey Crew</b>	These individuals form a surveying team, acting as an Instrument Person and Rod-Person.
<b>Administrative Assistant</b>	This person performs administrative and clerical-level work for the Project Team, including data entry, word processing, and other non-technical support work as needed for the Project.

**REIMBURSABLE EXPENSES**

Reimbursable expenses for each individual project shall be clearly itemized by the Consultant. The following guidelines shall be used to develop these expenses:

1. Overtime at straight time rates shall apply for exempt employees to the extent the employee works more than 40 hours per week on Owner's project.
2. Subcontracted services shall be based on Cost Plus 5%. Consultant shall obtain Owner's approval before authorizing such services.
3. Cost of printing and reproducing drawings and bid documents, except for those included in the lump sum cost.
4. Cost for use of field equipment, safety equipment and field sampling equipment.
5. Cost of courier and express mail services.
6. Living and traveling expenses when Consultant's employees are away from home on Owner's project assignments. The following limitations shall apply:
  - Base room charges (excluding taxes and other fees) shall not exceed \$119 per night.
  - Base rental car charges (excluding taxes and other fees) shall not exceed \$60 per day.
  - Meal charges per individual shall not exceed \$51 per day.
7. Automobile mileage to be reimbursed at rate established and updated by Internal Revenue Service.

**ATTACHMENT B**

**PROJECT SCOPE OF SERVICES**

**Project Title: ...**

**OWASA's CIP #: ...**

**Project Contract Administrators:**

**OWASA**

**Consultant**

...  
Utilities Engineer  
Orange Water and Sewer Authority  
400 Jones Ferry Road  
Carrboro, NC 27510  
Office: (919) 537-4248

...  
...  
...  
...

**Project Background:**

...  
...

**Project Scope:**

Task 1 – Kickoff Meeting, Flow Monitoring and Data Collection

...

Task 2 - ... ..

...

**Deliverables:**

*Specify deliverables, number of copies, and format.*

**Project Team:**

...

**Key Team Members:**

...

The OWNER will be notified in writing of changes to the project team members. Other staff may participate in the project in a minor role at Consultant's discretion.

**Project Schedule:**

....

*List durations for interim milestones and final completion in total number of days from Notice to Proceed.*

**Compensation:**

...

*Provide compensation basis (lump sum, cost ceiling) and subtotals by task.*

*Provide separate subtask breakdowns for projects above exemption limit, or as warranted.*

**Owner Responsibilities**

...

**Scope Exceptions, Additional Services, etc**

**Attachment 3**  
**Checklist of On-Call Services Categories**

Check all categories for which your firm is submitting qualifications:

- Distribution and Collection System Assessment, Design, Rehabilitation, and Replacement
- Wastewater Treatment Plant and Water Treatment Plant Assessment and Design
- Architectural Facility Support
- Land Surveying
- Dams and Reservoirs
- Geotechnical, Material Testing, and Special Inspections