REQUEST FOR QUALIFICATIONS

Orange Water and Sewer Authority
Distribution System Hydraulic Modeling
CIP Project No. 275-53
Issue Date: February 17, 2022

Submittal Deadline: April 6, 2022 at 2PM

1. INTRODUCTION

Your firm is hereby invited to submit a written statement of qualifications to provide professional engineering services to complete a hydraulic evaluation of OWASA's water distribution system.

OWASA will conduct a Qualification-Based Selection process to identify the best qualified firm with which to negotiate a contract. All firms submitting qualifications must have demonstrated expertise in this type of project.

To be considered by OWASA, responses to this RFQ must be received by 2:00 p.m. EST on Wednesday, April 6, 2022. Refer to Section 5 – Submittal Requirements for details.

2. OBJECTIVES

The primary objectives of the project are to:

a) Develop and calibrate a full-pipe, calibrated hydraulic model of the 740-foot and the 642-foot pressure zones including the four interconnections with neighboring utilities.

b) Identify, prioritize, and estimate the cost and timing of water distribution system projects needed to improve delivery capacity, fire flow, water quality, redundancy, system pressures or accommodate growth for a 20-year planning period. OWASA will provide parcel-based demand projections developed for a 2045 and build out (2070) timeframes.

c) Evaluate various hydraulic scenarios as outlined in Scope.

3. BACKGROUND AND DESCRIPTION

OWASA's water distribution system includes approximately 385 miles of distribution piping (including emergency interconnects) ranging in size from less than 1 inch to 36-inches in diameter, of which almost 50% is 8-inch diameter pipe. Ductile iron and asbestos cement pipe represent approximately 86% of pipe material by length, however the distribution system also contains pipe materials such as brass, concrete, copper, cast iron, PVC and galvanized pipe. The distribution system has two pressure zone (740-foot and

642-foot), five storage tanks and two booster pump stations at the pressure zone boundary. There are four interconnections with neighboring utilities for emergency use – one with the Town of Hillsborough, one with Chatham County, and two with the City of Durham. The distribution system customers are metered using a Mueller AMI network, with approximately 22,000 meters.

OWASA first developed a water distribution system model in 1982. The model was a "skeletonized" model including only 12-inch and larger transmission pipes and key 8-inch diameter pipes in addition to pumping and storage facilities. The model was then updated in 1992 and then again in 2000 as part of the Comprehensive Water and Sewer Master Plan. OWASA began developing an "all pipes" distribution system model as a part of the Unidirectional Flushing Project completed in 2004. The project combined OWASA's GIS and the hydraulic model so that nearly all water mains are represented in the model. The full pipe model was calibrated under current demand conditions in 2006 and long-range water demand projections were added to the 740-foot pressure zone. In FY 2011, long range water demand projections were added for the 642-foot pressure zone. The model is currently run in WaterGEMS format, however OWASA does not own any modeling software at this time and the new model does not have to be in the same format as past models.

The model development and calibration project as outlined by the objectives in Section 2 is funded for fiscal years 2023 and 2024 with placeholder funding included in fiscal years 2025 through 2026 for on-call hydraulic modeling of the distribution system. The final schedule will be developed during negotiations with the selected firm.

4. SCOPE OF SERVICES

The engineering services required for this project are expected to be completed to meet the objectives in Section 2 and in general accordance with a scope of services as needed to accomplish the tasks 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 are likely to include the following tasks:

    a. ***Review Existing Information*** – The consultant shall review existing studies, GIS data, current hydraulic model files, customer consumption data, and other available documentation.

    b. ***Model Development*** – The consultant will develop a model with pipes, pumps, and relevant system features. OWASA's Engineering staff will provide the technical information available from GIS, as-builts, previous models and other record documents. The consultant shall assist in researching and gathering all pertinent data needed to update the model.

c. ***Develop Current Demands –*** The Consultant shall develop current demands for the hydraulic model. Consultants shall indicate experience working with AMI data to establish demands for modeling. Other demand data can also be utilized for model development.

d. ***Distribute Demand Projections and Develop Peaking Factors*** – OWASA's Draft Long-Range Water Supply Plan provides raw water demand projection for 50 years. Using the demand projections from this report, the consultant shall work with OWASA staff and other agencies and organizations, as appropriate, to distribute demand projections and peaking factors in the model for a 20-year planning period and build out (2070).

e. ***Evaluate Water Quality Improvement Options*** – The consultant shall evaluate the benefits, costs, and technical requirements for alternative strategies for improving water quality throughout the service area. Particular emphasis should be placed on areas that have required large amounts of water loss for flushing to maintain acceptable water quality (ie: Eubanks Road).

f. ***Evaluate Closing a Gap along US 15-501 at Southern Community Park*** – The consultant shall evaluate the benefits and cost of closing a gap between 16" diameter and 12" diameter water lines along US 15-501 at the southern edge of the 642-pressure zone.

g. ***Evaluate the Unidirectional Flushing (UDF) Program*** – The consultant shall provide recommendations about continued inclusion of this program in OWASA's ongoing distribution system maintenance program and improvements to the program. This evaluation shall also include the possibility and capability or developing a new handheld/laptop based UDF program for OWASA.

h. ***Evaluate Storage Capacity Requirements -*** The consultant shall evaluate the storage capacity needs within the 20-year planning period. Provide specific recommendations if additional capacity is required to meet current or future fire or demand capacities.

i. ***Evaluate Elevated Storage Tank Water Quality Improvements -*** The consultant shall evaluate the applicability and benefit of tank improvements and distribution system operational changes to improve water quality with particular attention to the Carrboro Elevated Storage Tank and provide preliminary recommendations including potential removal of the Carrboro Elevated Storage Tank.

j. ***Determine Improvements Needed for System Reinforcement*** – The consultant shall recommend improvements needed in the distribution

system to improve delivery capacity, fire flow, water quality, redundancy, system pressure, and accommodate growth.

k. ***Evaluate Barbee Chapel Road Interconnection Capacity Improvement Options*** - Reevaluate the desirability, conceptual alternatives cost and timing of any potential improvements to the interconnection with the City of Durham along Highway 54 near Barbee Chapel Road

l. ***Incorporate Potential New Interconnection(s) to the Model*** – The consultant shall incorporate new interconnections as information from Western Intake Partnership (WIP) becomes available and as applicable regarding OWASA's allocation from Jordan Lake.

m. ***Evaluate the Need for Distribution System Pressure Sensors*** – The consultant shall evaluate the need for adding additional pressure monitoring devices to the distribution system. Recommendations for any devices shall include cost benefit analysis.

n. Develop and prioritize any near-term investments that are needed for the future projected flow and water quality concerns.

o. Complete other hydraulic modeling as requested to evaluate the performance of the system and provide recommendations for improvements.

The draft and final plans, reports, etc. will be provided in electronic and hard copy formats in a manner acceptable to and usable by OWASA. The model will also be provided to OWASA in a useable format. The actual list and format of deliverables will be negotiated with the selected firm.

5. SUBMITTAL REQUIREMENTS

Responses to this RFQ must be received by OWASA no later than 2:00 p.m. EST on Wednesday, April 6, 2022. To be considered, please submit four (4) hard copies and one (1) electronic copy in PDF format of the required qualifications to:

Coleman Olinger, P.E.
Utilities Engineer
Orange Water and Sewer Authority
400 Jones Ferry Road
Carrboro, North Carolina 27510

Submittals (**including** resumes) shall be limited to a maximum of 10 double-sided pages (i.e., 20 pages printed double-sided onto 10 sheets of 8-1/2"x11" paper).

Each submittal must include the following in order to be considered:

a) **Project Team/Org Chart [10 points]**
Identify the proposed project team members, including sub-consultants (if any). Identify their respective roles on the project, and indicate their near-term availability to support this project. Each proposal shall include resumes of key team members. The primary contact shall be clearly identified.

b) **Project Approach [30 points]**
Provide detailed information that will allow OWASA staff to distinguish your team's qualifications from other firms that may be competing for this project. Identify potential risks, key data needs, concerns, and your proposed approach for completing the aforementioned scope of services.

c) **Past Experience and References [30 points]**
Provide references for at least three similar projects completed by key proposed team members within the last five years for other clients. Identify who served as project manager and key lead technical roles in those projects.

d) **Work Product examples [30 points]**
Provide examples that illustrate the content and quality for similar studies and analyses completed by key proposed team members. Examples may be provided via hard copy (this documentation is excluded from the page limitation) or electronic copy (physical data storage or online).

e) **Contract Objections [not scored]**
It is OWASA's intention to use a contract similar to the one included as Attachment 1. If your firm objects to any element of the contract, please state the objections in the submittal.

6. SELECTION PROCESS

OWASA intends to select a firm on a qualifications basis within three weeks of receiving the responses to this RFQ and expects to complete contract negotiations by June 2022. OWASA reserves the right to reject any and all proposals, to waive any and all formalities, and to disregard all nonconforming or conditional submittals.

OWASA may elect to conduct face-to-face interviews with two or more firms being evaluated prior to making a final selection.

If OWASA cannot reach an agreement with the initially selected firm, OWASA will then proceed to negotiate with other firms that submitted qualifications or will reissue the RFQ.

7. OWASA POINT OF CONTACT

Coleman Olinger 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 Wednesday, March 23, 2022** to Mr. Olinger at colinger@owasa.org.

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

W I T N E S S E T H :

WHEREAS, Owner intends to conduct a study of the water distribution system within its service area; and,

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 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 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 defend, 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.

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.

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 $500,000 for each occurrence.

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

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. Consultant shall retain its rights to its specifications, databases, computer software, and other proprietary property. Rights to intellectual property developed, utilized, or modified in the performance of the Services shall remain the property of Consultant. Any use by Consultant of intellectual property owned by Owner is authorized solely for the project.

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.

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 not withstanding, 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

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 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 Stephen Winters
Director of Finance and Customer Service

ATTACHMENT A

HOURLY BILLING RATES AND REIMBURSABLE EXPENSES

INTRODUCTION

The hourly billing rates are set forth below.

Billing Category	Individual Name and Title	Hourly Billing Rate for the Agreement
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.

Principal	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.
Senior Project Manager	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.

Senior Discipline Engineer	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.
Project Manager	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.
Project Engineer	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.
Engineer	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.
Engineering Associate	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.
Senior Technician	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.
Technician	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.
Registered Land Surveyor	This person is a North Carolina Board of Engineers and Land Surveyors certified Land Surveyor and has 4 years of professional-level experience.
2 Person Survey Crew	These individuals form a surveying team, acting as an Instrument Person and Rod-Person.
Administrative Assistant	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