REQUEST FOR QUALIFICATIONS

Orange Water and Sewer Authority
Climate Action Plan
Issue Date: August 12, 2024

Submittal Deadline: Friday, September 27, 2024 at 3:00 PM

1. INTRODUCTION

Your firm is hereby invited to submit a written statement of qualifications to provide professional services for the development of a Climate Action Plan (CAP). 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 experience and expertise in identifying and prioritizing vulnerabilities and risks to a water utility due to climate change and creating a climate action plan to help adapt to those risks.

To be considered by OWASA, responses to this RFQ must be received by 3:00 PM on Friday, September 27, 2024. Refer to Section 5 – Submittal Requirements for details.

2. OBJECTIVES

The overall goal of this project is to prepare for organizational impacts of climate change, and we anticipate doing that through a phased approach. This RFQ is to complete the first phase of the Climate Action Plan (CAP) and identify the next steps to complete the CAP and meet the overall goal.

The primary objectives of this first phase of the CAP initiative are to:

1. Identify the potential impacts to OWASA from climate change.
2. Identify and prioritize climate change vulnerabilities and risks to OWASA's resources and operations from those climate change impacts.
3. Create a CAP for OWASA that focuses on adapting to the highest climate risks.
4. Identify next steps to implement the CAP and provide planning level budget.

Other objectives that OWASA has for this work include:

- The CAP should align with other OWASA Strategic Initiatives and Plans. There are many other Strategic Initiatives and Plans that have either been developed or are in process. In addition, some climate action planning has occurred at the regional level. The goals and objectives of OWASA's CAP should align with this other work and build on those prior efforts when feasible.
- Summarize work completed to date to prepare for the impacts of climate change.

- OWASA recognizes that there is uncertainty in climate change forecasts, and these forecasts should include a range of values. We anticipate that this first phase would build on existing information and models. We anticipate that future phases of the project may include the use of site-specific forecasting tools (such as HEC modeling under various future rainfall scenarios) to better identify the potential impacts to infrastructure and to evaluate various adaptation strategies.

3. BACKGROUND AND DESCRIPTION

OWASA provides water, wastewater, and reclaimed water services to approximately 86,300 people in the Chapel Hill and Carrboro communities in North Carolina. The University of North Carolina at Chapel Hill is our largest customer and accounts for approximately 20 percent of our drinking water sales and the majority of our reclaimed water sales. Our annual revenue is approximately $48 million, and we have approximately 142 employees.

OWASA's infrastructure includes three drinking water reservoirs with capacity of 3.65 billion gallons, a water treatment plant rated at 20 million gallons per day (MGD) treatment capacity (actual production averaged about 6.7 MGD in Fiscal Year 2023), a wastewater treatment plant with rated capacity at 14.5 MGD (actual production averaged about 7.5 MGD in FY 23), 14 miles of raw water mains, 385 miles of water distribution system mains, 336 miles of wastewater collection system mains, 14 miles of wastewater force mains, 5 miles of reclaimed water mains, and 21 wastewater pumping stations. In calendar year 2023, OWASA land applied about 71% of our biosolids on local farmland and provided the other 29% to a private company to be composted. More information about our operations is included in our annual Operating Trends report.

In 2018, Orange County and the Town of Chapel Hill participated in the Triangle Regional Resilience Partnership Regional Assessment which identified climate change and non-climate stressors in the region and assessed how those changes impact people, property, services, and infrastructure. This project evaluated asset-threat pairs. These analyses included flooding, water supply, extreme heat, and wildfire, which have the potential to impact OWASA assets and staff.

The Town of Chapel Hill, Town of Carrboro, and Orange County subsequently developed their respective Climate Action Plans, linked below, that include mitigation and resilience strategies and name OWASA as a partner in meeting climate goals and implementing elements of their plans:

- The Town of Chapel Hill adopted a Climate Action and Response Plan in 2021.
- The Town of Carrboro updated its Community Climate Action Plan in 2020.
- Orange County developed a Climate Action Plan in 2023.

In 2020, a Climate Science Advisory Panel formed in response to Governor Roy Cooper's Executive Order 80 oversaw the development of a Climate Science Report which summarized observed and projected changes in climate variables. This report indicated how likely these projected changes are to occur.

The OWASA Board of Directors adopted a Strategic Plan on September 8, 2022. As part of the process to develop the Plan, OWASA staff, current and past OWASA Board members, and our

customers were surveyed to identify priority themes and initiatives on which to focus our efforts over a five- to six-year period. Preparing for the impacts of a changing climate was identified as a high priority by each of these groups. It is important to note that climate adaptation was differentiated from climate mitigation; adaptation was rated a very high priority while mitigation was not. Developing a CAP is one of the initiatives within this priority theme.

As part of its early efforts on the Strategic Plan's Climate Action Plan initiative, OWASA worked with EPA to develop a Climate Resilience Evaluation and Awareness Tool (CREAT) tool to evaluate flooding of the one access driveway to our Mason Farm WWTP. Some future precipitation and temperature projections are included in that report. Staff updated the OWASA Board about the status of Strategic Plan initiatives, including the CAP, in the February 2024 Strategic Plan Update.

OWASA would like to ensure its CAP aligns with these other efforts and builds on the information that was compiled for them.

4. SCOPE OF SERVICES

The professional services required for this project are expected to be completed to meet the objectives outlined above 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 firm and may include modified and/or additional tasks.**

1. Task 1- Information and Data Collection and Review – During this task, the selected firm will collect and evaluate various sources of information, including those listed in Section 3, to help identify OWASA's climate change vulnerabilities.

2. Task 2 – Climate Impacts – Based on the information collected during Task 1, the selected firm should describe the impacts of climate change. The firm should identify assets that are already at risk based on OWASA staff experience and existing flood maps. In addition, the firm should use tools to quantitatively estimate the potential variability in climate change impacts.

3. Task 3 – Identify and Prioritize Vulnerabilities and Risks – OWASA has taken steps to reduce its vulnerabilities to certain potential impacts from climate change. This Task should evaluate OWASA's risk and resilience of its infrastructure and identify infrastructure at highest risk from climate change. The selected firm should also note whether there is any infrastructure at risk from climate change that would disproportionately impact disadvantaged communities. The Task should also evaluate the potential impacts from climate change to staff and other resources that are not associated with infrastructure.

4. Task 4 – Develop CAP – Based on the information collected in the prior Tasks, the selected firm should develop a CAP. Infrastructure that needs further evaluation or mitigative measures should be ranked in priority order. Other recommendations could include practices to increase staff safety, plans and partnerships to increase resilience, and other

practices that will help OWASA prepare for and adapt to climate variability and uncertainty. The CAP should include an implementation schedule for the recommendations that balances risk and budget impacts.

5. Task 5 – Develop a planning level budget to complete the Year 1-5 tasks for OWASA's use in budget planning.

All technical memoranda, reports, models, and other deliverables 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 will be negotiated with the selected firm.

5. SUBMITTAL REQUIREMENTS

Responses to this RFQ must be received by OWASA no later than 3:00 PM on Friday, September 27, 2024 To be considered, please submit three (3) hard copies and one (1) electronic copy in PDF format of the required qualifications to:

Kim Nimmer
Planning and Development Manager
Orange Water and Sewer Authority
400 Jones Ferry Road
Carrboro, North Carolina 27510
knimmer@owasa.org

The **Statement of Qualifications** (**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). –Please note that all Submittals shall become public documents upon delivery to OWASA. If there is sensitive or confidential information that cannot be shared publicly, please include additional documentation along with your submittal.

Along with completed copies of forms in Attachment 1, each submittal must include the following in order to be considered:

a. ***Statement of Interest*** [**5 points**] explaining your firm's interest in performing the work on this project, including how the project aligns with your firm's capabilities.
b. ***Project Understanding and Approach*** [**40 points**] describing your proposed approach to accomplish the work to meet the project objectives, identifying how you will manage any notable risks to meeting the schedule and budget constraints. Indicate how you will get to know OWASA's infrastructure and resources to best customize the CAP to our system. Provide detailed information that will allow OWASA staff to distinguish your team from other firms that may be competing for this project.
c. ***Project Team/Org Chart*** [**25 points**] showing the proposed project team members, including sub-consultants (if any), identifying their respective roles on the project, and indicating their availability to support this project. Each proposal shall include resumes of key team members. The primary contact shall be clearly identified. OWASA anticipates

that this project will involve discussions and workshops, and facilitation and presentation skills will be important to successful project execution.

d. ***Project Schedule*** [**10 points**] should outline the anticipated schedule with sufficient delineation of phasing and tasks to demonstrate your understanding of the necessary project activities and reasonable durations, sequencing, risks, etc. for these types of projects.
e. ***Past Experience and References*** [**20 points**] for similar projects completed by your project team in the last (5) years for other clients. Identify who served as project manager and key lead technical roles in those projects.
f. ***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.
g. ***Completed Attachment 1 forms***.

6. TIMELINE AND SELECTION PROCESS

The timeline for this solicitation is as follows:

Steps in RFQ Process	Date
Advertisement Released	August 12, 2024
Questions Close	September 6, 2024
Statement of Qualifications Due	September 27, 2024 by 3:00 PM
Anticipated Notice of Selection	October 18, 2024 (tentative)
Anticipated Interviews (if applicable)	Week of Oct 21, 2024 (tentative)
Anticipated Completion of Final Scoping and Contracting	December 2024 (tentative)

All dates in the above table are subject to change.

OWASA reserves the right to reject any and all proposals, to waive any minor informalities, 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 most qualified firm, OWASA will then proceed to negotiate with the next most qualified firm that submitted qualifications or will reissue the RFQ.

In accordance with North Carolina State law (NC GS 143-128.2(g)) regarding Minority/Women Business Enterprises (M/WBE), it is the policy of OWASA to encourage and promote the use of minority-owned businesses in the procurement of goods and services. Proposers are strongly encouraged to include minority and women-owned businesses to the fullest extent possible when assembling their teams.

7. OWASA POINT OF CONTACT

Kim Nimmer is OWASA's primary point of contact for all consultant selection matters relating to this project. **All questions regarding this RFQ must be emailed on or before Friday, September 6, 2024** to Ms. Nimmer at knimmer@owasa.org.

8. SUPPLEMENTAL INFORMATION

Attachment 1 Procurement Forms

Attachment 2 OWASA Standard Consulting Services Agreement

Acknowledgement of Addenda

The undersigned hereby acknowledges that their submission is reflective of any addenda posted for this solicitation.

Signature _____ Date _____

Printed Name _____ Title _____

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 below and will be updated every 180 days:
https://www.nctreasurer.com/about/transparency/commitment-transparency/divestment-and-do-not-contract-rules

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 company identified as engaging in a boycott of Israel, as defined bydefined 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, 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(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 below and will be updated every 180 days:
https://www.nctreasurer.com/inside-the-department/OpenGovernment/Pages/Divestment-Acts-Resources.aspx

* Note: Enacted by Session Law 2017-193 as N.C.G.S. §147-86.81*et seq*.

Notes to persons signing this form:

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

NON-COLLUSION AFFIDAVIT

The prequalified biddersubmitter, 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 competitive biddingcompetition in connection with any bid or contract, that the prequalified bidder has not been convicted of violating *N.C.G.S. § 133-24* within the last three years, and that the prequalified biddersubmitter intends to do the work with its own bonafide employees or subcontractors and will not bid submit for the benefit of another contractor.

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

SIGNATURE OF PREQUALIFIED 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**

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:

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: _____

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 insert information here

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 work compensated on a maximum not-to-exceed basis. Billing rates may be amended annually upon mutual agreement of both parties and upon execution of a formal contract amendment documenting the changes to Attachment A.

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 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.

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. 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.

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.

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	**…**
Utilities Engineer	**…**
Orange Water and Sewer Authority	…
400 Jones Ferry Road	…
Carrboro, NC 27510	
Office: (919) 537-4249	
Fax: (919) 968-4464	

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:

The Project Team is as follows:

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.