

REQUEST FOR QUALIFICATIONS

**Orange Water and Sewer Authority (OWASA)
East Main Street Sewer Rehabilitation
CIP Project No. 276-63
Issue Date: March 24, 2021**

Submittal Deadline: April 16, 2021 at 2:00 pm

1) INTRODUCTION

Your firm is hereby invited to submit a written statement of qualifications to provide professional engineering services for preliminary evaluation, design and construction phase services for the rehabilitation/replacement of OWASA's East Main Street sanitary sewer system.

OWASA will conduct a Qualification-Based Selection process to identify the best qualified firm with which to negotiate a contract. The consultant firm shall demonstrate experience with similar projects and appropriate professional and technical expertise as well as adequate resources to fulfill the stated scope of services in a timely and cost-effective manner.

2) PRIMARY OBJECTIVES

The project's primary objectives are to:

- Cost-effectively rehabilitate/replace multiple pipe segments, manholes and lateral connections within the project area as expeditiously as possible including cooperative work with various stakeholders;
- Complete the work no later than May 2022.

3) BACKGROUND AND PROJECT UNDERSTANDING

The project's primary focused area is the sanitary sewer system in East Main Street located in Town of Carrboro's densely developed area serving multiple restaurants and small businesses (refer map in Attachment 1). The sewer system in East Main Street mainly consists of 8-inch ductile iron pipe. Field investigations were performed using a closed-circuit television camera (CCTV) that revealed signs of significant corrosion and defects in the pipes.

Additional CCTV investigations are being carried out in the pipe segments in the nearby areas (Carrburitos, Greensboro street, West Main, Weaver Street, Carwash) which consist of pipes ranging from 6 inch to 10 inch. Pipe sizes, materials, year of installation are listed in Table 1 in Project Location Map. Repair and rehabilitation work in these nearby areas may be included in the base bid (East Main Street work) or as bid alternate items based on the consultant's provided condition assessment ranking and recommendations.

Planned work includes condition assessment, design and construction of rehabilitation and replacement of multiple pipe segments and manholes, preparation of traffic control plan, coordination with state (NCDOT, NCDEQ, etc.) and local municipal agencies to obtain permit approvals prior to construction.

4) PROJECT SCOPE OF SERVICES

The engineering services required for this project are expected to be completed in general accordance with a scope of services as needed to accomplish the major 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. Preliminary evaluation phase services will include:
 - a. Assessment of Existing Pipe: Review Owner provided CCTV inspection reports and videos and code all defects based on NASSCO criteria for objective review of pipe condition. Attachment 1 shows the location of all sewers to be reviewed.
 - b. Utility Investigation: Investigate the presence of existing utilities by contacting utility owners, identify any potential utility conflicts and provide recommendations on the necessity of additional utility investigation.
 - a. Topographical Survey: No field survey is anticipated for the project. It is expected to use existing GIS mapping and topography as a base for development of design drawings.
 - b. After completion of Task 1.a and before beginning design, the Consultant shall identify deficiencies, review service history and provide recommendations for the line segments, manholes, and appurtenances that should be repaired, replaced, or rehabilitated.
 - c. Prepare draft condition assessment report summarizing all findings, rehabilitation description, utility interference and access issues, opinions of probable construction cost and recommendations.
 - d. Conduct a meeting with OWASA staff to discuss feedback on the draft report.
 - e. Finalize the report by incorporating feedback received from OWASA staff as the basis for the project's design phase.
2. Design phase services will include:
 - a. Development of design plans and specifications in phased approach for OWASA's review and comment, including engineer's opinions of probable cost to construct the improvements, respectively.
 - b. Finalize contract documents for advertising and bidding, and
 - c. Preparation of traffic control plan and necessary documentation for submission to state/local regulatory agencies. Obtain all required permit approvals from regulatory agencies including but not limited to NCDEQ, NCDOT that are necessary for construction to commence.
3. Advertising and Bidding phase services may include:
 - i) Assisting OWASA staff with preparing advertisement for bids, its distribution and evaluation of received bids.

- ii) Attending and conducting bidder's prequalification and pre-bid meetings at OWASA, including site visits,
 - iii) Preparing and distributing bidder prequalification and pre-bid meetings minutes and preparing written responses to questions and inquiries,
 - iv) Coordinating, managing, and conducting the bid opening,
 - v) Reviewing and tabulating all bids received, and
 - vi) Providing a written recommendation of award to OWASA.
4. Construction Administration and Inspection phase services may include:
- i) Scheduling and conducting, and preparing the minutes of, a pre-construction meeting and periodic progress meetings,
 - ii) Reviewing and approving shop drawings and addressing requests for information from the contractor,
 - iii) Providing field inspections services of a duration and frequency to be agreed upon prior to completion of the design phase,
 - iv) Reviewing pay requests and making recommendation for payments,
 - v) Reviewing change orders and making recommendations for approval,
 - vi) Performing Substantial and Final Completion inspections, preparing punch-lists, and confirming the completion of punch-list items prior to project close-out, and
 - vii) Providing record drawings and certification of the project's completion.

5) DELIVERABLES

All written work products developed pursuant to this project shall be provided to OWASA in a digital format in a manner acceptable to and usable by OWASA. The actual list of deliverables will be negotiated with the selected engineering firm.

6) PROPOSAL PROCESS AND REQUIREMENTS

OWASA will hold a non-mandatory virtual Pre-Proposal Teams meeting with consultants on April 1st 2021 2:00 PM. Interested firms shall send an email to Deepthi Kalyanam at dkalyanam@owasa.org by March 31st 2021 for the Teams invite. All questions regarding this RFQ must be emailed to Deepthi Kalyanam, PE at dkalyanam@owasa.org.

Responses to this RFQ must be received by OWASA no later than 2:00 p.m. EST on April 16th, 2021. To be considered, please submit two (2) hard copies and one (1) electronic copy in PDF format of the required qualifications to:

Deepthi Kalyanam, P.E.
Orange Water and Sewer Authority
400 Jones Ferry Road
Carrboro, North Carolina 27510
Email: dkalyanam@owasa.org

Consultant qualifications and technical proposals will be limited to a maximum of 12 double-sided pages (i.e., 24 pages printed double-sided onto 12 sheets). All submittals will become the property of OWASA.

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

- a) **Statement of Interest [5 points]:** This shall explain your firm's interest in performing the work on this project, including how the project aligns with your firm's capabilities.
- b) **Project Team [15 points]:** The submittal shall include a listing or organization chart of the proposed project team members, including sub-consultants, and clearly identify their respective roles on the project. Each proposal shall include resumes of key team members. A member of the consultant team must be NASSCO PACP certified.
- c) **Project Approach [30 points]:** Clearly describe your proposed approach for this project. Provide detailed information that will allow OWASA staff to distinguish your team from other firms that may be competing for this project. Your proposal shall provide a step-by-step description of the phased approach for completion of the project, as you understand it, and the specific goals and deliverables for each phase in the process.
- d) **Previous Experience and References for Similar Projects [20 points]:** Provide references (including name and contact information for the client) and summaries for three (3) similar projects your firm/team has completed within the past ten (10) years for other clients. Also indicate who served as your project manager for each project, and who had key lead technical roles in those projects. The consultant firm shall demonstrate working relationship with state regulatory agencies (such as NCDOT, NCDEQ) for obtaining permit approvals for the construction of the project.
- e) **Project Schedule [25 points]:** OWASA intends to select a consultant and award a contract by April 30th, 2021 and issue a Notice to Proceed no later than May 17th, 2021. The proposal shall describe and demonstrate your understanding of the necessary project activities, reasonable durations and sequencing risks associated in meeting the project's aggressive schedule (i.e. to complete the project by May 2022).
- f) **Project Concerns [5 points]:** Identify any potential concerns or hindrances to successful completion of the project.

7) SELECTION PROCESS AND CRITERIA

OWASA intends to select a consultant and award a contract by April 30th, 2021 and issue a Notice to Proceed no later than May 17th, 2021. OWASA staff will review and evaluate the submittals based on:

- a) responsiveness to the RFQ,
- b) experience, qualifications and availability of the proposed Project Manager,
- c) makeup of the rest of the project team, including the experience and qualifications of key project staff,
- d) firm's related experience and performance on other projects, especially the quality of work, budget control, project schedule, overall cooperation and responsiveness,

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- e) references on past similar projects, and
- f) proposed project approach.

Note: 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 proposals or will reissue the RFQ. OWASA reserves the right to make an award in whole or in part, or to reject any and all proposals and not award a contract for the services described in this RFQ.

8) OWASA POINT OF CONTACT

Deepthi Kalyanam, PE 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** to Ms. Kalyanam at dkalyanam@owasa.org.

9) ATTACHMENTS

1. Project Area/Location Map w/pictures
2. Contract Agreement template

ATTACHMENT 1



CARRBORO EAST MAIN STREET

ID	Location	Line Size	Ex. Pipe Material	Length of Pipe, ft	Year of Installation
675	West Main St.	8"	CIPP CONC	140	1927
675A	West Main St.	8"	CIPP CONC	352	1927
677	East Main St.	8"	DI	517	1983
681	East Main St.	8"	DI	106	1983
682	East Main St.	8"	CIPP CI	185	1983
683	East Main St.	8"	DI	128	1983
718	East Main St.	8"	DI	343	1983
734	East Main St.	8"	DI	177	1983
59410	East Main St.	8"	DI	29	1983
7739	W Rosemary St.	8"	DI	150	1983
2613	W Rosemary St.	8"	DI	98	2006
2615	W Rosemary St.	8"	CIPP CONC	201	1983
2614	W Rosemary St.	8"	CONC	15	1947
679	Weaver St.	8"	CIPP CONC	138	1983
680	Weaver St.	8"	CIPP DI	6	1983
719	Lloyd St.	8"	PVC	304	1953
SM46964	Hickorey	6"	DI	104	2013
SM46965	Hickorey	6"	DI	79	2013
704	Greensboro	10"	DI	298	1927
676	Greensboro	10"	CIPP CONC	446	1927
23878	East Main St.	8"	DI	326	2006
23879	East Main St.	8"	DI	6	2006
2616	East Main St.	8"	DI	121	1983
7738	East Main St.	8"	DI	143	1983
2611	W Rosemary St.	8"	VC	256	1981
2612	W Rosemary St.	8"	VC	339	1981
2622	W Rosemary St.	6"	VC	440	1981



CHAPEL HILL ROSEMARY ST.



ATTACHMENT 1

**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 [redacted]; 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 work compensated on a maximum not-to-exceed basis. Beginning two years from the effective date of the agreement, billing rates may be amended annually upon mutual agreement of both parties and upon execution of 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. 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 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

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: Executive Director

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	...
Deepthi Kalyanam, P.E.	...
Utilities Engineer	...
Orange Water and Sewer Authority	...
400 Jones Ferry Road	
Carrboro, NC 27510	
Office: (919) 537-4215	

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