

**NORTH CAROLINA
DURHAM COUNTY**

**CONSULTANT CONTRACT
RFQ #24-050**

THIS CONTRACT is made, and entered into this the **19th day of March, 2025**, by and between the **COUNTY of DURHAM**, a political subdivision of the State of North Carolina, (hereinafter referred to as “COUNTY”), and **FREESE AND NICHOLS, INC.**, a corporation duly authorized to do business in the state of North Carolina, (hereinafter referred to as “CONSULTANT”).

For and in consideration of mutual promises to each as herein after set forth, the parties hereto do mutually agree as follows:

- 1. SCOPE OF SERVICES.** CONSULTANT hereby agrees to provide the services and/or materials under this contract pursuant to the provisions and specifications identified in “Attachment 1” (hereinafter collectively referred to as “Services”). Attachment 1 is hereby incorporated herein and made a part of this contract. Time is of the essence with respect to all provisions of this contract that specify a time for performance. In the case of a conflict between this base contract and any attachment, the terms of this base contract will control.

The COUNTY will perform on-going contract monitoring to ensure full compliance with the terms of this contract. CONSULTANT agrees to cooperate with the COUNTY in its monitoring process and provide documentation and/or information requested during the term of this Agreement for the purpose of monitoring the services provided by CONSULTANT.

- 2. EFFECTIVE DATE AND TERM OF CONTRACT.** The “effective date” of this Contract shall be the date first set forth above in the preamble to this Contract, irrespective of the date of execution by the parties. The first date written above is **March 19, 2025**. All renewal or non-renewal periods or deadlines stated in this Contract, if any, shall be calculated based on the “effective date” indicated above.

The Term of this contract for services is from **March 19, 2025 to December 31, 2026** unless sooner terminated as provided herein.

- 3. PAYMENT TO CONSULTANT.**

3a. CONSULTANT shall receive from COUNTY an amount not to exceed **Five hundred forty-seven thousand and nine hundred Dollars (\$547,900.00)** as full compensation for the provision of Services. COUNTY agrees to pay CONSULTANT at the rates specified for Services performed to the satisfaction of the COUNTY, in accordance with this contract, and **Attachment 1-Tasks 1 and 2**. Unless otherwise specified, CONSULTANT shall submit an itemized invoice to COUNTY by the end of the month during which Services are performed. A Funds Reservation number may be assigned to encumber the funds associated with this contract and must appear on all invoices and correspondence mailed to COUNTY. Payment will be processed promptly upon receipt and approval of the invoice by COUNTY.

- 3b.** The Parties agree and acknowledge that any and all payments described herein are contingent upon prior budgetary approval by the Durham County Board of Commissioners (the Board) for the fiscal during which services required by this contract are rendered. The Parties agree and acknowledge that COUNTY’s fiscal year is from July 1 through June 30, and that if this contract is signed prior to budgetary approval for the fiscal year during which services are rendered, that COUNTY may terminate the Contract if the requisite approval is not given, pursuant to Section 8.3 below.

- 4. INDEPENDENT CONTRACTOR.** COUNTY and CONSULTANT agree that CONSULTANT is an independent contractor and shall not represent itself as an agent or employee of COUNTY for any purpose in the performance of CONSULTANT’s duties under this Contract. Accordingly, CONSULTANT shall be responsible for payment of all federal, state and local taxes as well as business license fees arising out of

CONSULTANT's activities in accordance with this Contract. For purposes of this contract taxes shall include, but not be limited to, Federal and State Income, Social Security and Unemployment Insurance taxes.

CONSULTANT, as an independent contractor, shall perform the Services required hereunder in a professional manner and in accordance with the standards of applicable professional organizations and licensing agencies.

5. **CONFIDENTIALITY, DATA SECURITY, TRAINING AND NON-DISCLOSURE.** CONSULTANT acknowledges and agrees that, in the course of its engagement with COUNTY, CONSULTANT or its licensors, subcontractors or suppliers in connection with the services to be rendered under this Contract may receive or have access to "confidential information" or "personal identifiable information".

CONSULTANT or its licensors, contractors or suppliers has obtained or may need to obtain confidential information from the COUNTY in connection with the provision of services to the COUNTY or the discussions of such a proposed relationship.

The COUNTY and CONSULTANT desire to stipulate and agree that any disclosure of confidential information in connection with the provision of services or the discussion of such a proposed relationship has occurred or will occur under circumstances and conditions that will protect and preserve the confidentiality of the information.

5.1 **DEFINITIONS.** As used in this Contract, the following terms shall have the meanings set forth below:

Confidential Information. The term "Confidential Information" shall mean any information, in any medium, whether written, oral or electronic, not generally known in the relevant trade or industry, which falls within any of the following general categories:

- a. Trade Secrets. For purposes of this Contract, trade secrets consist of information of the COUNTY or CONSULTANT or any of its suppliers, Consultants or licensors: (a) that derives value from being secret; and (b) that the owner has taken reasonable steps to keep confidential. Examples of trade secrets include information relating to proprietary software, new technology, new products or services, flow charts or diagrams that show how things work, manuals that tell how things work and business processes and procedures.
- b. Highly Restricted Information. CONSULTANT acknowledges that certain Highly Restricted Information is subject to legal restrictions beyond those imposed by this Contract, and agrees that: (a) all provisions in this Contract applicable to Confidential Information shall apply to Highly Restricted Information; and (b) CONSULTANT will also comply with any more restrictive instructions or written policies that may be provided by the COUNTY from time to time to protect the confidentiality of Highly Restricted Information, as defined below:
 1. Information of the COUNTY or its suppliers, contractors or licensors marked "Confidential" or "Proprietary."
 2. Information relating to criminal investigations conducted by the COUNTY, and records of criminal intelligence information compiled by the COUNTY.
 3. Information contained in the COUNTY's personnel files, as defined by NCGS §153A-98. This consists of all information gathered by the COUNTY about employees, except for that information which is a matter of public record under North Carolina law.
 4. Citizen or employee social security numbers collected by the COUNTY.

5. Computer security information of the COUNTY, including all security features of electronic data processing, or information technology systems, telecommunications networks and electronic security systems. This encompasses but is not limited to passwords and security standards, procedures, processes, configurations, software and codes.
6. Local tax records of the COUNTY that contained information about a taxpayer's income or receipts.
7. Any attorney/client privileged information disclosed by either party.
8. Any data collected from a person applying for financial or other types of assistance, including but not limited to their income, bank accounts, savings accounts, etc.
9. The name or address of individual homeowners who, based on their income, have received a rehabilitation grant to repair their home.
10. Protected Information (PHI), as defined in the Insurance Portability and Accountability Act (HIPAA), and any other information that is designated as confidential under federal or state law.

The parties acknowledge that in addition to information disclosed or revealed after the date of this Contract, the Confidential information shall include information disclosed or revealed within one year prior to the date of this Contract.

Personal Identifiable Information. The term "Personal Identifiable Information" shall mean information that can be used to distinguish or trace an individual's identity, either alone or when combined with other information that is linked to a specific individual.

5.2 RESTRICTIONS. CONSULTANT shall keep the Confidential Information in the strictest confidence, in the manner set forth below:

- a. Not copy, modify, enhance, compile or assemble (or reverse compile or disassemble), or reverse engineer Confidential Information, except as authorized by the COUNTY in writing.
- b. Not directly or indirectly, disclose, divulge, reveal, report or transfer Confidential Information to any third party, other than an employee, agent, subcontractor or CONTRACTOR of the COUNTY or CONTRACTOR having a need to know such Confidential Information for purpose or performing work contemplated by this Contract between the COUNTY and CONSULTANT, and who has executed a confidentiality agreement incorporating substantially the form of this Confidentiality and Non-Disclosure Agreement. CONSULTANT shall not directly or indirectly, disclose, divulge, reveal, report or transfer Highly Restricted Information to any third party without the County's prior written consent.
- c. Not use any Confidential Information for its own benefit or for the benefit of a third party, except to the extent such use is authorized by this Contract or other written contracts between the parties hereto, or is for the purpose for which such Confidential Information is being disclosed.
- d. Not remove any proprietary legends or notices, including copyright notices, appearing on or in the Confidential Information.
- e. Use reasonable efforts (including but not limited to seeking injunctive relief where reasonably necessary) to prohibit its employees, agents and subcontractors from using or disclosing the Confidential Information in a manner not permitted by this Contract.
- f. In the event that any demand is made in litigation, arbitration or any other proceeding for disclosure of Confidential Information, CONSULTANT shall assert this Contract as a ground for refusing the

demand and, if necessary, shall seek a protective order or other appropriate relief to prevent or restrict and protect any disclosure of Confidential Information.

- g. All materials which constitute, reveal or derive from Confidential Information shall be kept confidential to the extent disclosure of such materials would reveal Confidential Information, and unless otherwise agreed, all such materials shall be returned to the COUNTY or destroyed upon satisfaction of the purpose of the disclosure of such information.
- h. Restrict employee access to the Confidential Information to those employees having a need to know for purposes of their jobs.
- i. Take all reasonable measures to prevent the use or disclosure of Confidential Information by its employees in a manner not permitted by this Contract.

5.3 EXCEPTIONS. The COUNTY agrees that CONSULTANT shall have no obligation with respect to any Confidential Information that CONSULTANT can establish was:

- a. Already known to CONSULTANT prior to being disclosed by the COUNTY;
- b. Or becomes publicly known through no wrongful act of CONSULTANT;
- c. Rightfully obtained by CONSULTANT from a third party without similar restriction and without breach hereof;
- d. Used or disclosed by CONSULTANT with the prior written authorization of the COUNTY;
- e. Disclosed pursuant to the requirement or request of a governmental agency, which disclosure cannot be made in confidence, provided that, in such instance, CONSULTANT shall first give to the other party notice of such requirement or request;
- f. Disclosed pursuant to the order of a court of competent jurisdiction or a lawfully issued Subpoena, provided that CONSULTANT shall take reasonable steps to obtain an agreement or protective order providing that this Agreement will be applicable to all disclosures under the court order or subpoena.

5.4 REMEDIES. CONSULTANT acknowledges that the unauthorized disclosure of the Confidential Information will diminish the value of the COUNTY's proprietary interests therein. Accordingly, it is agreed that if CONSULTANT breaches its obligations hereunder, the COUNTY shall be entitled to equitable relief to protect its interests, including but not limited to injunctive relief, as well as monetary damages.

5.5 DATA SECURITY. The CONSULTANT shall adopt and apply data security standards and procedures that comply with all applicable federal, state, and local laws, regulations and rules.

The CONSULTANT shall report a suspected or confirmed security breach to the COUNTY Department Procurement Analyst within twenty-four (24) hours after the breach is first discovered, provided that the CONSULTANT shall report a breach involving Social Security Administration data or Internal Revenue Service data within one (1) hour after the breach is first discovered.

If any applicable Federal, State, or local law, regulation, or rule requires the CONSULTANT to give written notice of a security breach to affected persons, the CONSULTANT shall bear the cost of the notice.

5.6 TRAINING AND NON-DISCLOSURE. Upon request by the COUNTY, CONSULTANT agrees to ensure compliance and the security of “confidential information” and “personal identifiable information”, by having its employees, agents and subcontractors take online privacy and security awareness training provided by COUNTY, by way of an internet link or some other electronic method to be provided by COUNTY. CONSULTANT, at the request of COUNTY, shall execute a non-disclosure agreement if, and when submitted by COUNTY.

5.7 PUBLIC RECORDS AND CONFIDENTIALITY. It is expressly understood that as a governmental entity, the COUNTY is subject to the North Carolina Public Records Act and information related to this contract may be requested pursuant to same. In response to any request for information which has been properly labeled as a Trade Secret or Confidential Information, COUNTY will assert that those are exempt as a Trade Secret or Confidential Information under that Act. Proper labeling will include annotating the bottom of any written document (on the cover and each individual page containing such information) or email with the following footer in at least 12 point bold face type “Confidential Information”. Any material labeled as Confidential Information constitutes a representation by CONSULTANT ("requestor") that it has made a reasonable effort in good faith to determine that such material is, in fact, confidential as defined in N.C. Gen. Stat. § 132-1.2. The COUNTY has no duty or obligation to limit access to information which is not explicitly marked in accordance with this provision, or information for which there is not - in the judgment of the County - a good faith basis to assert protection under confidentiality or trade secret.

Should the requestor initiate legal action to compel production, the COUNTY shall notify CONSULTANT of the action and offer it the opportunity to intervene and defend same. The COUNTY shall have no duty to defend the action and CONSULTANT agrees to fully indemnify COUNTY for all costs related to such litigation. Should COUNTY receive a subpoena or court order for the protected information, it will contact CONSULTANT and afford it the opportunity to intervene in the action under the same terms and conditions as noted above.

6. OWNERSHIP OF WORK. All Work and any documents prepared by the CONSULTANT for or on account of this contract shall be owned by the COUNTY, and the COUNTY shall have all common law, statutory and other reserved rights, including copyright.

Submission or distribution of documents to meet official regulatory requirements or for similar purposes in connection with the project is not to be construed as publication in derogation of the COUNTY’s reserved rights.

7. INDEMNIFICATION. To the fullest extent permitted by law, COUNTY hereby reserves the right to recover legal expenses including attorney fees, litigation expenses and court costs as well as actual damages or losses suffered by COUNTY, if CONSULTANT is found to be a proximate cause of damages or losses suffered by COUNTY, resulting from CONSULTANT’s performance during the execution of this Contract.

8. INSURANCE. CONSULTANT shall procure and maintain for the duration of the contract the following insurance coverage from an insurance company(s) possessing a rating of A-VII or higher from the A.M. Best Company and licensed to do business in North Carolina. All of the policies required of the CONSULTANT shall contain a waiver of subrogation provision to waive all rights of recovery under subrogation or otherwise against the COUNTY. In the event CONSULTANT’S Insurance Policy or Certificate of Insurance conflicts with the aforesaid language concerning “waiver of subrogation” this contract shall govern. CONSULTANT shall advise the COUNTY of any cancellation, non-renewal, or material change in any policy within ten (10) days of notification of such action and provide updated certificates of insurance evidencing renewals within fifteen (15) days of expiration. CONSULTANT’S insurance shall be primary and any insurance or self-funded liability programs maintained by the COUNTY shall not contribute with respect to the CONSULTANT’S insurance. COUNTY shall not be listed as an additional insured on any Insurance Policy or Certificate of

Insurance of the CONSULTANT. In the event CONSULTANT’S Insurance Policy or Certificate of Insurance conflicts with the aforesaid language concerning “additional insured” this contract shall govern.

8.1 Commercial General Liability: Insurance Services Office (ISO) Form CG 00 01 on an “occurrence” basis, including products and completed operations, property damage, bodily injury, and personal & advertising injury with limits no less than **\$1,000,000** per occurrence and **\$2,000,000** aggregate.

8.2 Commercial Automobile Liability: ISO Form CA 00 01 covering any auto with limit not less than **\$1,000,000** per accident for bodily injury and property damage.

8.3 Worker’s Compensation and Employers Liability: as required by The State of North Carolina, with statutory limits, and Employers Liability Insurance with a limit of no less than \$1,000,000 per occurrence.

7.4 Cyber Liability: when applicable based on scope of work, policy must cover breach costs, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion, network security, and loss at no less than \$1,000,000 per occurrence.

7.5 Umbrella Liability: CONTRACTOR may satisfy the minimum liability limits required above under an Umbrella or Excess Liability policy. Umbrella or Excess coverage(s) must follow form behind other coverages required in above sections.

By requiring insurance herein, the COUNTY does not represent that coverage and limits will necessarily be adequate to protect CONSULTANT, and such coverage and limits shall not be deemed as a limitation on CONSULTANT’s liability under the indemnities granted to the COUNTY in this Contract. CONSULTANT shall provide the COUNTY a valid certificate of insurance, in advance of the performance of any work, exhibiting coverage required. CONSULTANT shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein.

The failure of the COUNTY at any time to enforce the insurance provisions, to demand such certificates of insurance, or to identify a deficiency shall not constitute a waiver of those provisions, nor reduce the obligations of the CONSULTANT to maintain such insurance or to meet its obligations under the indemnification provisions. Notwithstanding the foregoing, nothing contained in this section shall be deemed to constitute a waiver of the governmental immunity of the COUNTY, which immunity is hereby reserved to the COUNTY. COUNTY reserves the option to require additional or increased insurance coverages if, in the opinion of COUNTY, such coverage is necessary to properly manage the risk related to this contract. COUNTY shall give notice to CONTRACTOR of any such requirements prior to the execution of this contract, or within such reasonable time as COUNTY becomes aware of the need for such additional or increased coverages.

9. TERMINATION.

9.1 EVENT OF DEFAULT. Any one or more of the following acts or omissions of the CONSULTANT shall constitute an Event of Default hereunder:

- a. Failure to perform the Services satisfactorily or on schedule,
- b. Failure to submit any report required hereunder; and/or
- c. Failure to perform any other covenant, term, or condition of this Agreement.

Upon the occurrence of an Event of Default, the County may take one or more or all of the following actions:

a. Give CONSULTANT written Notice of the Event of Default, specifying the Event of Default and requiring it to be remedied within, in the absence of greater or lesser specification of time, seven (7) calendar days from the date of the notice; and if the Event of Default is not timely remedied, terminate the agreement, effective two (2) days after giving the CONSULTANT written Notice of Termination; and/or

b. Deduct any and all expenses incurred by the County for damages caused by the CONSULTANT's Event of Default; and/or

c. Treat the agreement as breached and pursue any of its remedies at law or in equity, or both, including damages and specific performance.

9.2 TERMINATION FOR CONVENIENCE. This Contract may be terminated, without cause, by either party upon thirty (30) days written notice to the other party. This termination notice period shall begin upon receipt of the Notice of Termination.

9.3 TERMINATION FOR LACK OF BUDGET APPROVAL. If, at any time after the execution of this Contract, the required funding for this contract is not approved by the Durham County Board of Commissioners, COUNTY may terminate this contract immediately. COUNTY shall notify CONTRACTOR of the non-approval and termination within 30 days of the Board's decision. This provision shall only apply to contracts entered prior to the Board's consideration of the budget for the fiscal year corresponding to the fiscal year applicable to this contract, or any proposed renewals.

Termination of this Contract, under either section 9.1, 9.2, or 9.3 shall not form the basis of any claim for loss of anticipated profits by either party.

10. COUNTY NOT RESPONSIBLE FOR EXPENSES. COUNTY shall not be liable to CONSULTANT for any expenses paid or incurred by CONSULTANT, unless otherwise agreed in writing.

11. EQUIPMENT. CONSULTANT shall supply, at its sole expense, all equipment, tools, materials, and/or supplies required to provide Services hereunder, unless otherwise agreed in writing.

12. COMPLIANCE WITH LAWS. CONSULTANT shall abide by all statutes, rules, regulations, laws, and executive orders Federal, State and Local as they relate to, but are not limited to, (i) services in general, (ii) payment of employees, subcontractors and agents, (iii) the Fair Labor Standards Act and (iv) the Wage and Hour Division. In the event CONSULTANT is determined by the final order of a court or appropriate agency to be in violation of any Federal, State or Local statute, rule, regulation, law or executive order or this provision, this Contract may be canceled, terminated or suspended in whole or in part by COUNTY and CONSULTANT may be declared ineligible for further COUNTY contracts.

13. HEALTH AND SAFETY. CONSULTANT shall be responsible for initiating, maintaining and supervising all safety precautions and programs required by OSHA and all other regulatory agencies while providing Services under this Contract.

14. NON-DISCRIMINATION IN EMPLOYMENT. CONSULTANT shall not discriminate against any employee or applicant for employment because of age, sex, race, creed, national origin, or disability. CONSULTANT shall take affirmative action to ensure that qualified applicants are employed and that employees are treated fairly and legally during employment with regard to their age, sex, race, creed, national origin, or disability. In the event CONSULTANT is determined by the final order of an appropriate agency or court to be in violation of any non-discrimination provision of federal, state or local law or this provision, this Contract may be canceled, terminated or suspended in whole or in part by COUNTY, and CONSULTANT may be declared ineligible for further COUNTY contracts.

15. EMPLOYMENT ADVERTISING REQUIREMENTS. CONSULTANT shall post local job openings, in connection with this contract, with the NC Works Web Site (instructions are located at: <https://www.ncworks.gov/vosnet/Privacy/RegistrationAgreement.aspx?t=emp&page=1>) throughout the term of this Agreement; provided that the foregoing requirement does not limit CONSULTANT's ability to advertise and/or otherwise post job openings with other organizations or media outlets.

16. E-VERIFY. As a condition of payment for services rendered under this agreement, CONSULTANT shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Further, if CONSULTANT provides the services to the County utilizing a subcontractor, CONSULTANT shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes as well. CONSULTANT shall verify, by affidavit, compliance of the terms of this section upon request by the COUNTY.

17. AFFORDABLE CARE ACT REQUIREMENTS (Applicable Only to Staffing Agencies).

Beginning in 2015, employers with 100 or more full-time equivalent employees (50 or more beginning in 2016) must offer health insurance coverage that is affordable and provides "minimum value" to full-time employees and dependents as defined by the Patient Protection and Affordable Care Act or face penalties. Staffing companies under contract with Durham County are required to provide affordable minimum essential coverage as defined by the Patient Protection and Affordable Care Act and to indemnify Durham County against any 4980H penalties that result from their failure to provide the appropriate coverage. By signing this contract as a Staffing Company, CONSULTANT shall comply with the aforementioned health insurance coverage requirements of the Affordable Care Act and to indemnify the County against any associated 4980H penalties. **Please complete Exhibit A and return with this contract.**

18. SECURITY BACKGROUND CHECKS. The Consultant is responsible for requesting and paying for criminal history checks on all individuals providing services under this contract who will be obtaining County identification badges and allowed unescorted access to County facilities. Background checks can be provided by any vendor, or from a North Carolina State agency, providing that the criminal history check is done nationwide. The Sheriff's Office will conduct background investigations for those Consultant's employees who will be working at the Courthouse or Detention Center. A criminal history will not automatically disqualify a Consultant employee from employment on a County contract unless explicitly mandated by law.

The Consultant will send the results of the background checks, prior to commencing work at Durham County Government, to their County point of contact who will provide them to the Durham County Security Manager. The Security Manager will individually assess and determine the degree to which the nature of a person's criminal conduct has a direct and/or specific negative bearing on a person's fitness or ability to perform contract services in Durham County buildings. The Security Manager will consult the Legal Office, as needed, on any negative determinations. The Security Manager will notify the Consultant's County point of contact of the results of the review. Consultant can appeal a negative determination by the Security Manager to the County Manager or the County Manager's designee for final disposition. Appeals need to be submitted in writing to the County point of contact within 30 days of notice of a decision to remove or deny an individual from working the County contract due to adverse information in the background check.

This information shall be updated annually by the Consultant, 90 days prior to the renewal or extension of the contract and submitted to their County point of contact who will provide them to the Durham County Security Manager. Personnel without a currently approved background check will have their access to those buildings disabled.

Additional background screening may be necessary at specific county buildings. The Consultant shall provide names of all individuals in the Consultant communications log and to the County point of contact. This information will be reviewed annually.

For those Consultant's employees who will be working at the Courthouse or Detention Center, the Sheriff's Office will make the security determination. The Consultant will provide the results of their background check

to the Major for Support Services who will conduct an additional investigation and then individually assess and determine the degree to which the nature of a person's criminal conduct has a direct and/or specific negative bearing on a person's fitness or ability to perform contract services in the Courthouse or Detention Facility. Consultant can appeal a negative determination to the Chief Deputy for final disposition. Appeals need to be submitted in writing to the Chief Deputy within 30 days of notice of a decision to remove or deny an individual from working the contract due to adverse information in the background check. While an appeal is pending, the employee will not be allowed access to the Courthouse or Detention Facility.

This information will be updated by the Consultant and submitted to the Sheriff's Office annually, 90 days prior to the renewal or extension of the contract. Personnel without a currently approved background check will have their access to those buildings disabled.

19. AUDIT RIGHTS. For all Services being provided hereunder, COUNTY shall have the right to inspect, examine, and make copies of any and all books, accounts, invoices, records and other writings relating to the performance of the Services. Audits shall take place at times and locations mutually agreed upon by both parties. Notwithstanding the foregoing, CONSULTANT must make the materials to be audited available within one (1) week of the request for them.

20. DISPUTE RESOLUTION PROCEDURE. To prevent disputes and litigation, it is agreed by the parties that any claim or dispute between the COUNTY and the CONSULTANT, arising from this Agreement or the services and/or materials being provided by the CONSULTANT, shall be sent to the Durham County Manager who shall appoint a qualified mediator to address the issue. Such request shall be submitted to the County Manager in writing within ten (10) days of the claim or dispute. Upon receipt of a timely written claim, the Manager, or the County Manager's designee, shall notify the Mediator who will conduct a mediation and notify the CONSULTANT in writing of the decision within forty five (45) calendar days from the date of the submission of the claim or dispute, unless the Mediator requires additional time to gather information or allow the parties to provide additional information. The Mediator's orders, decisions and decrees shall be non-binding. Mediation, pursuant to this provision, shall be a pre-condition to initiating litigation concerning the dispute. During the pendency of any dispute and after a determination thereof, the parties to the dispute shall act in good faith to mitigate any potential damages including utilization of schedule changes and alternate means of providing the services and/or materials. The costs of the mediation shall be divided equally between the parties to the dispute.

The mediation session shall be private and shall be held in Durham County, North Carolina. Mediation under this provision shall not be the cause for a delay of services and/or materials being provided which is the focus of the dispute.

If the disputed issue cannot be resolved in mediation or either party disagrees with the results of the mediation, the parties may seek resolution in the General Court of Justice in the County of Durham and the State of North Carolina. If a party fails to comply in strict accordance with the requirements of this provision, the non-complying party specifically waives all of its rights provided hereunder, including its rights and remedies under State law.

21. EXISTENCE. CONSULTANT warrants that it is an individual/firm/corporation or otherwise legal entity duly organized, validly existing, and in good standing under the laws of the State of North Carolina and is duly qualified to do business in the State of North Carolina and has full power and authority to enter into and fulfill all the terms and conditions of this contract.

22. CORPORATE AUTHORITY. By execution hereof, the person signing for CONSULTANT below certifies that he/she has read this contract and that he/she is duly authorized to execute this contract on behalf of the CONSULTANT.

- 23. SUCCESSORS AND ASSIGNS.** CONSUTANT shall not assign its interest in this Contract without the written consent of COUNTY. CONSULTANT has no authority to enter into contracts on behalf of COUNTY.
- 24. NOTICES.** All notices which may be required by this contract or any rule of law shall be effective when received by certified mail sent to the following addresses:

**COUNTY OF DURHAM
ATTN: PURCHASING DEPARTMENT
7TH FLOOR, 201 EAST MAIN STREET
DURHAM, NORTH CAROLINA 27701**

**FREESE AND NICHOLS, INC.
ATTN: CHRIS BELK, P.E.
1017 MAIN CAMPUS DRIVE, SUITE 200
RALEIGH, NORTH CAROLINA 27606**

- 25. HEADINGS, WAIVER.** The subject headings of the sections are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This contract shall be deemed to have been drafted by both parties and no interpretation shall be made to the contrary. An alleged waiver of a term of this Agreement by COUNTY, whether express or implied, on one occasion shall not be construed to operate as a waiver on other occasions or other provisions. If County fails to require strict performance of a term of this Agreement, fails to exercise a remedy for a breach of this Agreement, or fails to reject a payment during a breach of this Agreement, that failure does not constitute a waiver of that term or breach.
- 26. GOVERNING LAW.** This Contract shall be governed by and in accordance with the laws of the State of North Carolina. All actions relating in any way to this Contract shall be brought in the General Court of Justice in the County of Durham and the State of North Carolina.
- 27. REQUIRED PROVISIONS FOR CONTRACTS/AGREEMENTS/GRANTS UTILIZING FEDERAL FUNDS.** Pursuant to the Federal Uniform Guidance Appendix II to 2 CFR Part 200, if Federal Funds are involved in this Contract/Agreement/Grant Agreement, by executing this Contract/Agreement/Grant Agreement, the Consultant/Vendor/Grantee, certifies that it agrees to and is in compliance with the provisions specified in Exhibit B – Federal Uniform Guidance Contract Provisions Certification.
- 28. MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISE (MWBE) PROGRAM.** It is the policy of the County to provide minorities and women-owned businesses equal opportunity to participate in all aspects of the County’s contracting programs, including but not limited to, the procurement of construction, goods and services consistent with law. The County has established an ordinance and implements an MWBE Program based on the ordinance, that promotes, increases and works towards eradicating the underutilization of minorities and women-owned businesses in the County’s contracting programs.
- 29. ENTIRE CONTRACT.** This contract, including Attachment 1, and if applicable Exhibit A and Exhibit B, shall constitute the entire understanding between COUNTY and CONSULTANT and shall supersede all prior understandings and agreements relating to the subject matter hereof and may be amended only by written mutual agreement of the parties.

IN TESTIMONY WHEREOF, the parties have expressed their agreement to these terms by causing this Consultant Contract to be executed by their duly authorized officer or agent.

COUNTY OF DURHAM

DocuSigned by:
Claudia O. Hager

2B24CE2253F7468... y **Manager**

Date of Signature: 4/5/2025 | 3:08 PM EDT

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

DocuSigned by:
Crystally Wright

64D5F27463AF4D4... , **Durham County Interim Chief Financial Officer**

FREESE AND NICHOLS, INC.

Signed by:
Bryan C. Jann

42EC565BC30E46C... **ncipal**

Date of Signature: 4/1/2025 | 5:24 PM EDT

ATTACHMENTS to follow



Innovative approaches
Practical results
Outstanding service

1017 Main Campus Dr., Suite 1200 + Raleigh, North Carolina 27606 + 919-582-5850 + FAX 817-735-7491

www.freese.com

March 18, 2024

Corinna Somers
Sr. Administrative Officer/Contracts Specialist
Durham County – Engineering and Environmental Services
5926 Highway 55 East
Durham, NC 27713

Re: Triangle Wastewater Treatment Plant Expansion Study

Dear Ms. Somers:

We are pleased to submit this proposal for consulting services related to the Triangle Wastewater Treatment Plant (TWWTP) Expansion Study as outlined in Attachment 1. Durham County has elected to divide the project into two phases. Phase 1 will include Task 1 – Study Plan Preparation and Agency Coordination, and Task 2 – Northeast Creek Water Quality Modeling & Regulatory Coordination for Speculative NPDES Limits. The total not to exceed fee for these two tasks is \$547,900.

The remaining work, which includes Task 3 - Engineering Alternatives Analysis (EAA), Task 4 – Preliminary Design and NPDES Permitting, and Task 5 – Special Services, will be authorized via a separate contract or amendment to the current contract.

We look forward to assisting Durham County with their expansion efforts for the TWWTP. We will work closely with Durham County to initiate the additional tasks to facilitate implementation of the expansion and ensure continuity of the work.

Sincerely,

FREESE AND NICHOLS, INC.

A handwritten signature in blue ink, appearing to read 'Chris Belk', with a long horizontal flourish extending to the right.

Chris Belk, P.E.
Associate



Innovative approaches
Practical results
Outstanding service

1017 Main Campus Dr., Suite 1200 + Raleigh, North Carolina 27606 + 919-582-5850 + FAX 817-735-7491

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Scope of Services

ATTACHMENT 1

Durham County

Triangle Wastewater Treatment Plant Expansion Study

PROJECT UNDERSTANDING AND ASSUMPTIONS:

Durham County is taking a long-term look at wastewater service area needs and planning strategies to meet expected demands in the Research Triangle Park (RTP). The RTP has been an economic driver for the State of North Carolina and the Triangle region since the 1990s and is one of the primary reasons the Durham County Triangle Wastewater Treatment Plant (TWWTP) was built. The RTP has primarily been developed as an area of office campuses and industry, but zoning in some areas is changing to develop multi-use campuses where residents can live, work, and play in walkable communities. As a result, the County will need to expand its conveyance and treatment system to stay ahead of and support the growth expected from these expanding developments.

The TWWTP, which discharges to Northeast Creek, a tributary of Jordan Lake and within the Upper New Hope Arm sub-basin, is designed to meet future nutrient load requirements for the Jordan Lake Nutrient Management Strategy. Its service area covers the Southeast portion of Durham County inside and outside city limits of Durham, in addition to the RTP areas within the County.

Freese and Nichols has been contracted by the County to assess the plant's capability of increasing its existing discharge to Northeast Creek to provide service for the service area's future development.

BASIC SERVICES:

FNI shall render the following professional services in connection with the development of the Project:

A. Project Management and Quality Assurance

- 1) Meet with the Owner to review scope of services, verify Owner's requirements for the Project and review and update available data.
- 2) Perform general administrative duties associated with the Project, including progress monitoring and monthly progress reporting, scheduling, general correspondence, documentation, office administration, project team management, and implementation of a Quality Assurance (QA) and Quality Control (QC) program for the Project, and invoicing for the scope items identified below. Documentation shall be in accordance with Owner requirements for the Project. These duties include maintaining regular communication with the Owner to help meet the needs of the Owner in a timely manner and executing work per the work plan, budget, and schedule.
- 3) Conduct a kickoff meeting to review scope, schedule, and budget; to determine any special conditions that may affect the Project; to discuss administrative requirements of

Owner; and to review Project criteria and the Owner's goals and expectations for the Project.

- 4) Manage efforts of internal design team and subconsultants on the Project and perform Quality Control reviews of all deliverables. Quality Control reviews will include use of FNI's Disciplinary QC checklists, provision of QC Plan Documentation and provision of comment/response forms for documenting and responding to Owner comments on all submittals.
- 5) Prepare a Microsoft Project schedule and provide monthly updates including necessary revisions to bring the Project back on schedule if needed. The Project schedule will not be resource loaded.
- 6) Prepare monthly project reporting including status report, recent activities, upcoming activities, action items log, decisions made log, budget updates, schedule updates, and scope changes. Prepare and submit monthly invoices
- 7) Conduct up to 18 progress meetings to be held in-person with a virtual option.
- 8) Advise Owner as to the necessity of Owner's providing or obtaining data or services from others and assist Owner regarding any such services.
- 9) Deliverables:
 - a. Agendas and minutes for all meetings
 - b. Project schedule updated monthly
 - c. Monthly project reporting
 - d. Monthly invoices

B. Task 1– Study Plan Preparation and Agency Coordination

1) Data Collection:

- a. Owner shall provide available plant operations data, flow data, and population and growth projections, and other data listed below. The historical data listed below is requested for the previous five years (designated period).
 - i. Influent Water Quality: MS Excel file containing all periodic measurements of influent BOD₅, COD, TSS, VSS, NH₃-N, TKN, Alkalinity, Total Phosphorus, Orthophosphate, and water temperature for the designated period.
 - ii. Effluent Water Quality: MS Excel file containing all periodic measurements of effluent BOD₅, TSS, NH₃-N, Nitrate-N, Nitrite-N, Alkalinity, pH, Total Phosphorus, Fecal Coliform, dissolved oxygen (DO), and water temperature for the designated period.
 - iii. Influent Flow Measurements: MS Excel file containing average and peak hour influent flow measurements for the treatment plant for each day of the designated period.
 - iv. Effluent Flow Measurements: MS Excel file containing average and peak effluent flow measurements for the treatment plant for each day of the designated period.
 - v. Copies of Monthly Operating Reports (MORs) containing daily operational information (e.g., Aeration Basin DO and MLSS, Secondary Clarifier sludge blanket depth, return activated sludge pump rate, waste activated sludge

Durham County Triangle WWTP Expansion Study – Scope of Services

November 11, 2024

Page 3 of 10

- pump rate, dewatering runtime, dewatered cake % solids, etc.) for the designated period.
- b. Other data needed:
 - i. The facility's most recent BioWin model files from Hazen and Sawyer, once complete.
 - ii. The facility's Phase IV Preliminary Engineering Report completed by CDM Smith.
 - iii. Upon evaluation of the facility's historical data, FNI will identify up to ten (10) wet weather periods for the Owner to provide 15-minute influent flow data from SCADA.
 - iv. List of Significant Industrial Users (SIUs).
 - v. Copy of current NPDES permit and most recent permit application.
 - vi. Previous regulatory inspection reports of the treatment plant for the designated period.
 - vii. Previous plant O&M manuals.
 - viii. Record drawings from previous improvements.
 - ix. Existing water quality and HEC-RAS models (if available)
 - x. Spatial data feature layers in GIS
 - 2) Conduct one (1) site visit to perform a 3-D Matterport scan of the entire plant.
 - 3) NCDEQ Agency Coordination: FNI shall prepare meeting agendas and presentation materials for meetings with NCDEQ leading up to the proposed study workplan submittal. FNI and subconsultants will attend up the three in-person meetings and four virtual meetings with NCDEQ and prepare meeting summaries following each meeting with NCDEQ.
 - 4) Prepare a project needs assessment and identify proposed alternatives from coordination with NCDEQ to be included in the Engineer's Alternatives Analysis.
 - 5) Prepare a study plan for water quality and stream morphometry data acquisition and modeling efforts for QUAL2K model of Northeast Creek and EFDC model for Jordan Lake.
 - 6) Prepare a study plan for projecting flows and loads in the Northeast Creek sewer shed.
 - 7) Attend up to one (1) in-person workshop to review Owner's comments on the Draft Study Workplan.
 - 8) Deliverables:
 - a. Project Study Workplan Submittal to NCDEQ documenting the project needs assessment, agreed upon alternatives for engineer's review, study plan for Northeast Creek modeling, and methodology for projecting flows and loads in the Northeast Creek sewer shed. Provide one (1) copy of the Draft Project Study Workplan and one (1) electronic copy in PDF format for Owner review. Incorporate Owner comments and provide one (1) copy of the Final Study Workplan and one (1) electronic copy in PDF format to the Owner. Prepare the Final Study Workplan submittal according to NCDEQ requirements and submit one (1) electronic copy to NCDEQ for review and approval.
 - b. NCDEQ Meeting Agendas and Minutes
 - c. NCDEQ Presentation Materials

C. Task 2 – Northeast Creek Water Quality Modeling & Regulatory Coordination for Speculative NPDES Limits

- 1) Field Investigations
 - a. Conduct supplementary water quality sampling in Northeast Creek for QUAL 2K model during a low-flow period in the summer of 2025.
 - b. Conduct a field assessment of Northeast Creek to collect stream depth and stream velocity measurements for QUAL 2k model, during a low-flow period in the summer of 2025.
 - c. Conduct a time of travel study in Northeast Creek (if deemed necessary). If a time-of-travel study is required, the low velocities and complex nature of the stream channel may require dye releases and monitoring at more than one location to prepare an appropriate velocity profile. The results will be included in the modeling report.
- 2) Summarize existing water quality conditions based on TWWTP monitoring data and Jordan Lake water quality assessment data.
- 3) Develop QUAL 2K model for Northeast Creek to simulate flow and water quality conditions under different effluent discharge rates and water quality conditions. The model scenarios will be identified and discussed with NCDEQ during modeling plan development in Task 1.
- 4) Update existing EFDC model of Jordan Lake
 - a. Output from the QUAL 2k model will be used to modify the portion of the EFDC model associated with Northeast Creek. The modified model will be run to simulate the effects of an expanded TWWTP discharge on Jordan Lake.
 - b. Up to three (3) EFDC scenarios will be modeled to represent different treatment of flow or effluent concentrations.
 - c. No additional data acquisition outside of that listed in this scope will be completed for the EFDC model.
- 5) Conduct workshops and meetings with the Owner during Task 2:
 - a. Conduct one (1) workshop to review results of data analysis, flow projections and load projections for the QUAL2k model.
 - b. Conduct one (1) workshop to review results of QUAL2K modeling of Northeast Creek and EFDC modeling for Jordan Lake.
 - c. Conduct one (1) workshop to review County comments on the Application for NPDES Speculative Limits.
- 6) Deliverables:
 - a. **Application for NPDES Speculative Limits** documenting existing water quality conditions based on TWWTP monitoring data and Jordan Lake water quality assessment data, and the QUAL2K and EFDC model results. Provide one (1) copy of the Draft Application and Technical Memorandum and one (1) electronic copy in PDF format for Owner review. Incorporate Owner comments and provide one (1) copy of the Application and Technical Memorandum and one (1) electronic copy in PDF format to the Owner. Prepare the Application for NPDES Speculative

Limits according to NCDEQ requirements and submit one (1) electronic copy to NCDEQ for consideration.

- b. QUAL2K model input and output files.
- c. EFDC model input and output files.

TASK 3 NOT INCLUDED IN CURRENT SCOPE OF WORK

Task 3 – Engineer’s Alternatives Analysis (EAA)

- 1) Conduct a meeting with the Owner to review the NCDEQ approved alternatives from Task 1 for the Engineer’s Alternative Analysis.
- 2) Population Projections
 - a. FNI will use the population and flow projections currently being developed as part of the Wastewater Modeling Services for the Northeast Creek sewer basin, a joint project which includes Durham County and the City of Durham.
 - b. Population and resultant flow projections developed by FNI shall be limited to a 20-year projection using per-capita flows and reasonable assumptions for growth and loading trends based on statistical analysis of the available data.
 - c. The population projections will be reviewed with the Owner during a progress meeting and documented in the Alternatives Evaluation report.
- 3) Basis of Design Development:
 - a. Analyze historical influent data to develop influent basis of design concentrations and load peaking factors.
 - b. Develop flow and load projections based on population projections and the basis of design concentrations and load peaking factors.
 - c. Analyze historical effluent data and previous regulatory inspection reports (if any) to document compliance with NPDES discharge limitations.
 - d. Analyze historical operational data to document normal operational strategies and identify potential areas for process improvements.
 - e. The basis of design will be reviewed with the Owner during a progress meeting and documented in the Alternatives Evaluation report.
- 4) Plant Hydraulic Evaluation:
 - a. Develop a desktop hydraulic evaluation of the main liquids treatment process flows to validate the facility’s currently permitted peak hydraulic capacity and identify hydraulic bottlenecks.
 - i. The desktop evaluation will utilize the Visual Hydraulics TM modeling software by Innovative Hydraulics.
 - ii. Owner shall provide available flow metering, water surface elevations and detailed record drawings of existing facilities for purposes of model calibration
 - b. Conduct desktop pump station capacity assessment for the following pump stations: influent lift station and RAS/WAS pump station. Owner will provide pump curves for installed pumps. Evaluate and develop recommended hydraulic improvements to resolve selected hydraulic bottlenecks and provide additional capacity as identified.
 - c. The results of the analysis will be reviewed with the Owner during a progress meeting and documented in the Alternatives Evaluation report.

5) Process Capacity Evaluation:

- a. Perform a desk-top capacity assessment of major treatment processes based on industry standards (e.g. WEF Manual of Practice No. 8), state regulatory design criteria, and state redundancy guidelines.
- b. Review and update (as needed) the existing whole-plant BioWin process model. The model will be updated to the SUMO software. The model will be used to confirm the desk-top capacity assessment, specifically confirming nutrient removal capabilities at maximum month loadings.
 - iii. If the model requires additional data for calibration, FNI will develop a sampling plan to the Owner. The Owner shall execute the additional sampling and analysis. Additional sampling and laboratory fees are not included in this proposal.
- c. Define and establish the estimated “Functional Capacity” of the existing plant based on current and projected loading conditions and explain differences between permitted capacity, if any. Clarify with Owner the differences between the “Permitted Capacity” of the facility and the “Functional Capacity” of the facility based on evaluation results.
- d. The results of the analysis will be reviewed with the Owner during a progress meeting and documented in the Alternatives Evaluation report.

6) Capacity Gap Evaluation:

- a. Conduct an analysis of existing hydraulic and process capacities against the flow and load projections to identify the timing and relative capacity deficit for each unit process.

7) Develop Treatment Alternatives:

- a. Conduct one (1) Alternatives Screening Workshop with the Owner to brainstorm high-level alternative treatment technologies and process flow configurations that could be considered to meet the project goals. This collaborative workshop will consider multiple options for meeting future treatment goals. The goal of the workshop will be to establish the top three (3) alternatives that the Owner wants included in the treatment Alternatives Evaluation.
- b. FNI will review and rely on the recommendations from the Phase IV Rehabilitation Upgrades completed by CDM Smith for existing unit process capacity and condition.
- c. Coordinate with Owner to develop a matrix of selection criteria to assist with final alternative selection. The selection criteria will include monetary and non-monetary factors with weightings prescribed to each factor and agreed upon by Owner. The non-monetary factors will include other considerations (social, environmental, public perception, etc.) relevant to the decision-making process.
 - i. Conduct one (1) workshop to review the selection criteria and weight factors for the Alternatives Analysis.
- d. Develop up to three (3) process alternatives for proposed improvements to meet current and anticipated flows, loads and anticipated permit conditions.

- 8) Develop EAA Alternatives
 - a. Conduct one (1) workshop with the Owner to review the approved NCDEQ alternatives for this study.
 - b. Prepare conceptual level designs for up to five (5) EAA alternatives sufficient to conduct a 20-year present value of cost analysis. In addition to expanding the existing WWTP, the following other alternatives may be evaluated for the EAA, pending approval from NCDEQ during Task 1.
 - i. Expansion of existing WWTP with alternate or supplemental discharge locations
 - ii. Supplementation of existing WWTP with satellite WWTP and associated discharge, and
 - iii. Expansion of reclaimed water use to offset flows to Northeast Creek.
- 9) Develop Opinions of Probable Construction Costs (Class 5) for the identified alternatives.
- 10) Develop a 20-year present value life cycle cost analysis for each alternative. Include estimated O&M cost, opinions of probable construction cost, inflation, and any required discount rates in the economic evaluation.
- 11) Deliverables:
 - a. Risk Based Condition and Criticality Assessment Technical Memorandum
 - b. Alternatives Evaluation Report
 - i. Document the calculations, evaluations, and alternatives considered in the Alternatives Evaluation. The report will clearly identify for each alternative the selected equipment, process flow diagrams (PFD), proposed process layouts, and O&M information. Submit draft electronic PDF for review and a final electronic PDF to Owner upon incorporation of review.
 - ii. Conduct one (1) Alternatives Evaluation Workshop with Owner, presenting results of the alternative evaluation and agreeing on a Recommended Alternative and final process equipment selections.
 - iii. Prepare and submit Final EAA submittal to NCDEQ for regulatory review.
- 12) Miscellaneous Site Visits
 - a. Conduct up to two (2) additional site visits by the engineering team to the WWTP for coordination and data collection needed for the completion of the Alternatives Evaluation.

Task 4 – Preliminary Design and NPDES Permitting**TASK 4 NOT INCLUDED IN CURRENT SCOPE OF WORK**

The recommended alternative selected in Task 3 and approved by NCDEQ will be refined to a preliminary design level in this task.

- 1) Conduct one (1) Technology Transfer Workshop with the Owner to review technologies pertinent to the selected alternative. This workshop will focus on selecting the specific equipment that will be used to develop the preliminary design concept.
- 2) Develop preliminary design documents equivalent to a 20% design:
 - a. Proposed process flow diagram (up to 2 sheets)
 - b. Proposed process and instrumentation diagrams (up to 8 sheets)
 - c. Relevant one-line diagrams (up to 4 sheets)
 - d. Proposed site layout (1 sheet)

- e. Proposed hydraulic profile (up to 2 sheets)
 - f. For up to six (6) process areas associated with the recommended alternative, develop 3D models. The 3D models will be delivered to the Owner for review using freely available, browser-based viewers. 2D sheets of process areas will not be developed.
- 3) Develop proposed construction sequencing.
- 4) Develop an updated Opinion of Probable Construction Cost (Class 4) for the selected alternative.
- 5) Preliminary Design Report
 - a. Document the calculations and assumptions for the selected alternative. The report will include the drawings and models developed for the alternative. Submit draft electronic PDF for review and a final electronic PDF to Owner upon incorporation of review.
- 6) Assist the Owner in applying for a NPDES Major Permit Amendment:
 - a. Compile existing information and meet with Owner: Where appropriate, FNI will use information, including pertinent maps and drawings, from the Owner's previous NPDES permit application to address questions in the current application. If necessary, FNI will meet with the Owner to review data, identify other information needed for the application, take photographs and make general observations at the facility site. Owner shall provide FNI with all previous application documents and relevant data.
 - b. Hold a pre-application meeting with regulatory agencies NCDEQ. FNI and Owner will meet with NCDEQ to discuss the proposed improvement alternatives and anticipated limits.
 - c. Compile Effluent Analysis Results: FNI will coordinate with the Owner and its laboratory in obtaining laboratory analyses required for the permit application. FNI will provide the Owner and its designated laboratory with copies of tables from the current Owner application form for the laboratory to complete. FNI proposes that the laboratory complete these tables to reduce the risk of transcription errors. Upon receipt, FNI will review the tables for consistency with NCDEQ's required minimum analytical limits (MALs) and for reasonability of the results. Owner shall contract directly with the analytical laboratory as needed and provide the necessary data.
 - d. Prepare Permit Application and Transmittal Letter: FNI will prepare a draft permit amendment application and provide an electronic PDF for the Owner's review. The application will include maps, engineering drawings, schematic diagrams, and other required figures. FNI will finalize the application based on the Owner's comments and deliver a final original application and up to three (3) copies for the Owner to transmit to the NCDEQ. FNI will also provide the final electronic PDF for the Owner's files.
 - e. Application Delivery and Meeting with NCDEQ. If required, FNI will meet with NCDEQ staff to deliver the final application and to discuss the Owner's proposed improvements.
 - f. Deliverables: Submit draft electronic PDF for review and a final electronic PDF to Owner upon incorporation of review.

Durham County Triangle WWTP Expansion Study – Scope of Services

November 11, 2024

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- i. Preliminary Design Report
- ii. 3D model files for up to six (6) process areas
- iii. NPDES Major Permit Amendment Application

TASK 5 SPECIAL SERVICES NOT INCLUDED IN CURRENT SCOPE OF WORK

SPECIAL SERVICES:

FNI shall render the following Special Services for the development of the Project:

1) Special Services for Environmental and Permitting Compliance:

- a. State Environmental Policy Act Compliance: FNI will conduct an environmental analysis of the proposed project. The environmental analysis shall meet requirements under the North Carolina Environmental Policy Act, Chapter 113A Pollution Control and Environmental Article 1, Environmental Policy Act and the selected agency-specific SEPA implementing regulations under 15A NCAC 01C. It is expected that the Owner will identify one agency for SEPA coordination and submission. It is anticipated that the project impacts will meet the requirements for an Environmental Assessment (EA). If the project will have significant environmental impacts to the quality of the human environment, an Environmental Impact Statement (EIS) may be required. This SOW does not include effort and costs associated with the preparation of an EIS. FNI will review environmental resources to determine the appropriate level of analysis. Assumptions made by FNI to estimate level of effort necessary to evaluate potential impacts on specific resource areas include:
 - i. Cultural/Historic Resources: FNI will conduct a desktop cultural/historical resources survey for the proposed project site. FNI will prepare a letter to the North Carolina State Historic Preservation Office (NC SHPO) requesting concurrence with the findings of the desktop survey. This SOW does not include effort and costs associated with a detailed cultural resources survey or preparation of detailed documentation by a historical architect for existing buildings within the project area. Should NC SHPO require additional cultural/historical resource investigation/documentation, FNI will prepare a contract modification for consideration by the Owner for those services.
 - ii. Noise/Traffic – This SOW does not include noise data collection, traffic data collection or noise/traffic modeling. Should project stakeholders require detailed data collection or modeling, FNI will prepare a contract modification for consideration by the Owner for those services.
 - iii. Hazardous and Toxic Materials – This SOW does not include collection and analysis of samples of soil, groundwater, or other environmental media at the site, including Phase I and/or Phase II Environmental Site Assessments (ESA).
 - iv. Threatened and Endangered Species – FNI will coordinate a desktop review of US Fish and Wildlife threatened and endangered species available information for the project site. FNI will prepare a letter for USFWS requesting concurrence with the findings of the desktop review. This SOW does not include the effort and costs associated with a habitat assessment, presence/absence surveys for identified species within the project area, or any studies required beyond a desktop analysis to fulfill Section 7 consultation requirements.



- v. Waters of the United States – FNI will coordinate a desktop review of the USFWS databases for potential Waters of the United States (WOTUS) within the project area.

ADDITIONAL SERVICES:

Additional Services to be performed by FNI, if authorized by Owner, which are not included in the above-described Basic or Special Services, are described as follows:

- A. GIS mapping services or assistance with these services.
- B. Preparing applications and supporting documents for government grants, loans, or planning advances and providing data for detailed applications.
- C. Visits to the site more than the number of trips included in Basic Services for periodic site visits, coordination meetings, or contract completion activities.

TIME OF COMPLETION: FNI is authorized to commence work on the Project upon execution of this Agreement and agrees to complete the services in accordance with the following schedule:

Task 1– Study Plan Preparation and Agency Coordination	6 months from NTP
Task 2 – Northeast Creek Water Quality Modeling & Regulatory Coordination for Speculative NPDES Limits	12 months from approved Study Plan
Task 3 - Engineer’s Alternative Analysis (EAA)	24 months from NTP
Task 4 – Preliminary Design and NPDES Permitting	6 months from Approved EAA
Task 5 – Special Services	6 months from Task 3 completion

If FNI’s services are delayed through no fault of FNI, FNI shall be entitled to adjust contract schedule consistent with the number of days of delay. These delays may include, but are not limited to, delays in Owner or regulatory reviews, delays in the flow of information to be provided to FNI, governmental approvals, etc. These delays may result in an adjustment to compensation as outlined on the face of this Agreement and in Attachment CO.

COMPENSATION: FNI proposes to furnish the basic services for a Not to Exceed fee of \$547,900. ~~\$1,208,100. FNI proposes to provide the Special Services for a Not to Exceed fee of \$119,600.~~
~~The total contract amount for both the Basic and Special Services is \$1,327,700.~~

Task Description	Total Fee*	Total Labor Hours
Task 1– Study Plan Preparation and Agency Coordination	\$133,600	503
Task 2 – Northeast Creek Water Quality Modeling & Regulatory Coordination for Speculative NPDES Limits	\$414,300	1901
Task 3 - Engineer’s Alternative Analysis (EAA)	\$351,200	1267
Task 4 – Preliminary Design and NPDES Permitting	\$309,000	1462
Task 5 – Special Services	\$119,600	541

*Includes labor hours and project expenses



ATTACHMENT

MWBE Compliance Review Form - Agenda Action Form (AAF)

Department: Engineering and Environmental Services

Project Name: RFQ # 24-050 Triangle Wastewater Treatment Plant Expansion Study

Durham County hereby establishes the following aspirational goals, which may be adjusted from time to time as deemed necessary by the County Manager or designee.

Categories	Construction	Architect/ Engineer	Services	Goods	MWBE Availability % <i>(Median Availability)</i>
Black American	14.6	9.8	10.9	2.8	10.4%
Asian American	1.3	3.0	1.1	.43	1.3%
Hispanic American	4.2	1.8	1.1	.43	1.5%
American Indian	.65	.75	1.0	.5	.70%
White Female	13.8	11.0	9.5	7.1	10.3%
Overall MWBE Participation Goal =					25.0%

Comments (To be completed by Purchasing):

I have reviewed the MWBE Compliance Report for RFQ # 24-050 Triangle Wastewater Treatment Plant Expansion Study. The report shows that the MWBE participation goals have been met for all categories. The overall MWBE participation goal is 25.0%.

MWBE Compliance reviewed by the Durham County MWBE Management Team:

Jonathan Hawley
Jonathan Hawley, Procurement Manager

12/12/24
Date

**DURHAM COUNTY
NORTH CAROLINA**



Request for Qualifications

**Professional Engineering Services for Triangle
Wastewater Treatment Plant Expansion Study
(RFQ No. 24-050)**

Proposals Due Date:

**June 13, 2024
2:00 P.M. Eastern Time**

PROPOSAL SCHEDULE
(Note: The dates below are subject to change)

**Request for Letters of Interest and Statements of Qualifications for
Professional Engineering Services for
Triangle Wastewater Treatment Plant Expansion Study
(RFQ No. 24-050)**

Advertisement Date	May 12, 2024
Last Date for Questions	May 30, 2024, at 3:00 P.M., EST
Proposal Due Date	June 13, 2024, at 2:00 P.M., EST



May 12, 2024

**Request for Letters of Interest and Statements of Qualifications for Professional Engineering Services for Triangle Wastewater Treatment Plant Expansion Study
RFQ NO. 24-050**

Dear Proposer:

Enclosed are copies of the following documents for RFQ No. 24-050 - Professional Engineering Services to assist the Utilities Division with the Triangle Wastewater Treatment Plant Expansion Study Project.

- Announcement of the Request for Letters of Interest and Statements of Qualifications for Consultants to provide requested services
- Affidavit of Compliance - E-Verify Form, and
- Agreement for Design Consultant Services (Sample Contract)

You are invited to submit a sealed proposal to be received not later than 2:00 P.M., EST., on June 13, 2024. This package includes a description of the project and other relevant information. Please submit proposal to:

Hilda W. Williams, Senior Procurement Specialist
County of Durham Purchasing Division of Finance
201 East Main Street, 7th Floor, Room 703
Durham, North Carolina 27701

Should you have any questions concerning this Request for Qualifications, please do not hesitate to contact me.

Sincerely,

Hilda W. Williams

Senior Procurement Specialist
purchasinggroup@dconc.gov
919-560-0054
Enclosures