

2015-218

PAF 5-19-2015
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**NORTH CAROLINA
ORANGE COUNTY**

**INTERLOCAL AGREEMENT
RELATING TO DESIGN OF A SEWER MAIN EXTENSION
PROJECT IN THE ROGERS ROAD AREA**

This Interlocal Agreement is dated as of May 19, 2015, and is entered into by and between Orange Water and Sewer Authority (hereinafter "OWASA"), a special purpose entity of local government organized under Chapter 162A, North Carolina General Statutes, and the County of Orange (hereinafter "County"), organized under Chapter 153A of the North Carolina General Statutes.

WHEREAS, the County desires at its expense to design a public sewer collection system project of mains and other necessary components, to provide sewer collection service to presently unserved properties in the area shown on the attached Exhibit A, (herein referred to as the "Project"), and

WHEREAS, the Project is designed and intended to collect wastewater from the properties located in the presently unserved area shown on Exhibit A, attached hereto, (the "Project Area"), which is adjacent to areas presently served by OWASA, with the understanding that the wastewater collected in the Project Area will be caused to flow into the existing OWASA wastewater collection system, and be treated and may be used as reclaimed water or returned to the surface waters of the State after treatment as required by existing OWASA permits from NC DENR; and

WHEREAS, the County has called on OWASA, and OWASA has agreed, as County's agent to undertake certain design services for and on behalf of the County, to assure that the Project is designed in accordance with OWASA's standards for its own system facilities; and

WHEREAS, OWASA and the County wish to cooperate to assure the successful completion of this Project;

NOW, THEREFORE, the parties agree as follows:

1. Purpose. The purpose of this Agreement is to establish the financial and other responsibilities of the parties for design of the sewer main extension project to serve the Project Area, as represented in the map included in Exhibit A, showing the Project area.

2. Design Phase.

a. At the conclusion of the Preliminary Engineering Phase for the Project, as that is defined in that previous Agreement between the parties dated _____, the County shall determine and approve the service area, scope, and design parameters for the Project, including the identification of each parcel of real estate (by PIN number) which County determines shall be served or otherwise benefitted by the Project, all subject to and in accordance with OWASA's usual design standards and system requirements.

b. Using its own employees, and such engineers, consultants and sub-consultants as it deems appropriate, and in consultation with the County, OWASA shall undertake to complete final design and surveying and the County will pay the costs of that work, including the costs of OWASA's employees' work, all as necessary to complete the Project so as to allow for its design in accord with this agreement.

c. During the design phase and prior to commencement of construction, the County shall obtain all easements, permits, privileges and assurances necessary for the construction and operation of the sewer system; such easements shall conform with the exclusive easements customarily required by OWASA for construction of such projects, and shall be assignable without the consent of the underlying fee owner to OWASA.

d. The Project shall be designed as a gravity-flow system, to the extent practical, and shall be designed to provide access to every Property identified by PIN on Exhibit A to connect and be served.

e. The County shall be responsible for payment and satisfaction of all obligations arising out of the performance and completion of the Contract, due from it as Owner of the Project, and shall indemnify and hold OWASA harmless from claims that may arise out of the Contractor's performance, or out of the County's performance of its duties as Owner of the Project, or that may be made against OWASA, except for such sums as may become due upon the adjudication of gross negligence or willful misconduct on the part of OWASA's employees.

f. In order to ensure proper and effective Project management, OWASA shall select and shall have charge of supervision of the engineering and other consultants who shall oversee the design of the Project. Those professional engineers and consultants shall be subject to the oversight and direction of OWASA's Engineer who shall have charge of OWASA's responsibilities hereunder. The Engineer and other consultants selected by OWASA shall report to OWASA staff, who shall work closely with County staff to ensure the County's requirements for the Project are met. In the event of any apparent conflicts between the County's and OWASA's requirements, the parties shall work together to find reasonable compromise and accommodations for the Project. In close coordination with OWASA and consistent with the need for effective Project management, the County Engineer or his/her designated representative will have full access to the Engineers and consultants working on the Project who shall upon request meet with the County representatives or provide any information needed by the County on any aspect of the Project. OWASA will authorize the Engineers and

consultants to meet with County representatives or provide any information needed by the County on any aspect of the Project.

3. The County shall allocate sufficient funds to pay for all the expenses incurred and obligations imposed within the scope of this agreement.

4. Change orders required for the Project will be approved by OWASA. However, OWASA shall keep the County fully advised with respect to all change orders necessary for completion of the Project.

5. Payment of the Engineers and other consultants shall be made by the County upon the approval and at the direction of OWASA. The County will be invoiced monthly and will reimburse OWASA in full within 30 days for all expenses related to this project as provided in Sections 2b. In addition, the County shall also reimburse OWASA all reasonable engineering staff cost associated with its staff for overseeing and managing the Project. OWASA shall itemize all such expenses in periodic invoices billed to the County.

6. Each party will designate a single point of contact for the day-to-day administration for all aspects of this agreement for the express purpose of efficient project management. It will be the responsibility of this contact person to disseminate information to their respective organizations.

7. Both parties recognize the importance of timely reviews and approvals. Each party will use their best efforts to provide and complete responses to issues dealing with reviews, approvals, and payment.

8. All amendments to this agreement shall be approved by both parties and must be in writing.

9. Both parties agree that there are many issues and details relating to the successful design of this project which are not specifically covered in this agreement. Both parties further agree to share a guiding principle of "trust and support" with respect to successfully resolving any issues which may arise during the duration of this agreement.

The parties have entered into this Interlocal Agreement this 19 day of May, 2015.

ORANGE COUNTY

ORANGE WATER AND SEWER AUTHORITY

Earl M. Kue
Orange County Commissioners, Chair

John A. Grogan
OWASA Board of Directors, Chair

Pre-audit Certification by
County Finance Officer:

Pre-audit Certification by
OWASA Finance Officer:

Paul Loughton, INTERIM CFO

[Signature]

Approved as to form and legality:

[Signature]
Orange County Attorney

[Signature]
OWASA General Counsel

