REQUEST FOR QUALIFICATIONS

PROGRESSIVE DESIGN BUILD SERVICES FOR 100-MILLION-GALLON RAW WATER RESERVOIR AND ASSOCIATED INFRASTRUCTURE

LOWER CAPE FEAR WATER AND SEWER AUTHORITY
LELAND, NORTH CAROLINA

NOTICE IS HEREBY GIVEN that Lower Cape Fear Water and Sewer Authority ("LCFWASA" or "Owner") is requesting QUALIFICATIONS ("RFQ") and invites the submittal of a Statement of Qualifications ("SOQ") from firms interested in providing design-build services for the Project described below. By submitting a SOQ, the Respondent represents that it has carefully read the terms and conditions of this RFQ and all attachments and Addenda and agrees to be bound by them. This RFQ is not an offer to enter a contract, but a solicitation of persons interested in submitting a SOQ to the Owner for the Project. This RFQ solicitation does not commit the Owner to award a contract, to pay any cost incurred by any firm in preparation of a SOQ in response to this RFQ, or to procure or contract for these services.

All proposals must be sealed.

Lower Cape Fear Water and Sewer Authority

1107 New Pointe Blvd, Suite 17

Leland, NC 28451

ATTENTION: Tim H. Holloman, Executive Director

DUE DATE AND TIME: UP TO THE HOUR OF 2:00 P.M. local time on January 14, 2027

Copies of the Request for Qualifications document are available from the LCFWASA website at www.lcfwasa.org. Please contact Tim H. Holloman at director@lcfwasa.gov with questions.

All SOQs must be submitted in a sealed envelope pursuant to the instructions below. SOQs shall not be submitted via email. It is the Respondent's sole responsibility to ensure that the SOQ is delivered in the manner required by this RFQ by the due date and time specified above. Owner has the right to reject any SOQs not properly delivered.

The Statement of Qualifications (SOQ) must be received by LCFWASA at *1107 New Pointe Blvd, Suite 17, Leland, NC 28451* no later than the due date and time specified above.

LCFWASA is evaluating multiple funding options for the Project, including Federal funds. All federal Uniform Guidance requirements will apply if Federal funds are utilized in addition to all State requirements. This Project may in whole or in part be funded with North Carolina Drinking Water State Revolving Fund and/or Federal funding. State and Federal terms and conditions will apply.

All proposal forms must be properly executed and submitted as part of the proposal. LCFWASA reserves the right to reject any or all proposals.

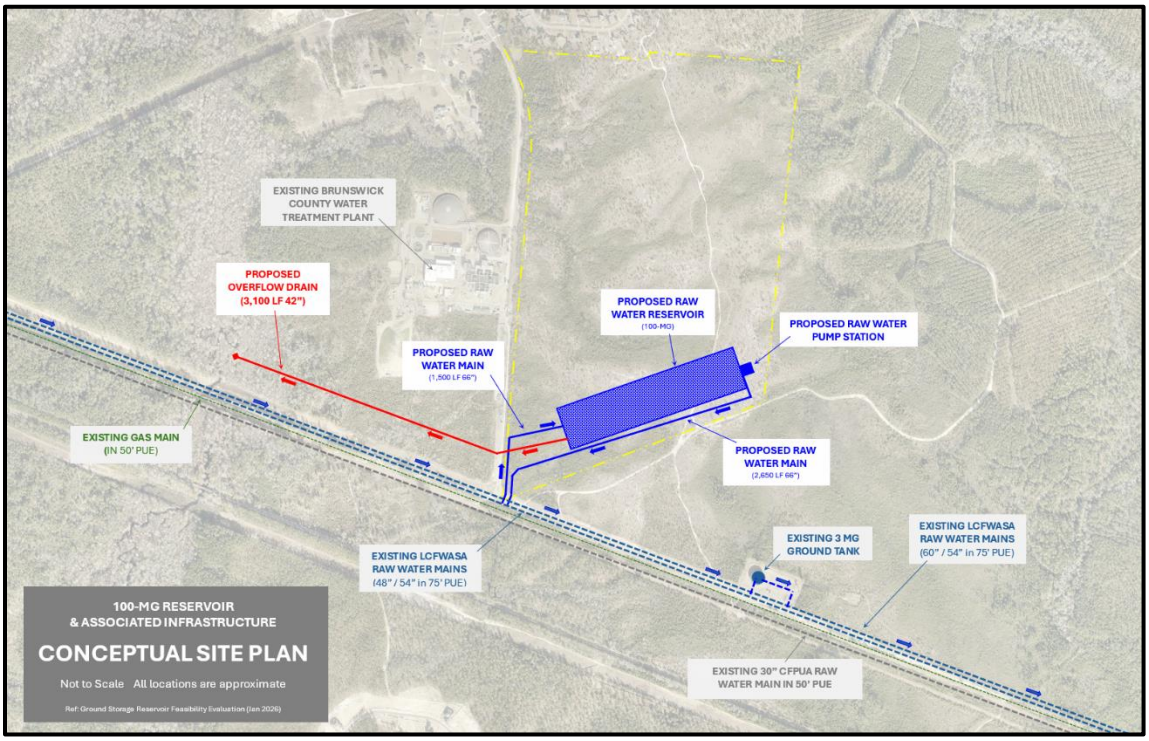
A pre-submittal meeting will be provided to prospective DB Teams at the above location at 2:00 P.M. on December 2, 2026.

1 - GENERAL INFORMATION

1.1 Lower Cape Fear Water and Sewer Authority (LCFWASA) serves Brunswick, Bladen, Pender, New Hanover, Columbus Counties, and the City of Wilmington. As the largest regional water system in Eastern North Carolina, the LCFWASA's primary role is to provide raw water from the Cape Fear River to supply treatment facilities that serve 550,000 customers.

1.2 LCFWASA intends to procure a qualified Design-Builder (DB) to provide design and construction services to install a raw water reservoir and associated infrastructure. The new reservoir is intended to improve supply resiliency during interruptions in river withdrawal or pumping and provide operational flexibility. The Project is planned on two parcels acquired for this purpose, which are identified as Brunswick County Parcel ID Nos. 0160005801 and 01600058. These two parcels consist of approximately 174.04 acres combined and are located near the Brunswick County Northwest Water Treatment Plant, 3954 Clearwell Drive NE, Leland, North Carolina. The work is anticipated to include a nominal 100-million-gallon raw water storage reservoir; reservoir embankments, excavation and liner; raw water pump station; large-diameter raw water transmission mains and connections to the existing LCFWASA system; overflow and drain facilities; valves, controls, electrical/SCADA, site access, fencing, security, and appurtenances. Final scope and design will be developed collaboratively during Phase 1 and governed by the Owner's Project Criteria (OPC).

Reference: Ground Storage Reservoir Feasibility Evaluation (dated January 2026).



1.3 Given the size and scope of the Project, LCFWASA has selected HDR Engineering, Inc. of the Carolinas ("HDR" or "Owner's Advisor") as an Owner's Advisor to assist LCFWASA staff in procurement of a Design-Builder, and to complete the owners project criteria, project administration, and other tasks as deemed necessary. HDR may not propose or participate on any Design-Build Team for this Project.

1.4 A sealed Statement of Qualifications (SOQ) must be received by Lower Cape Fear Water and Sewer

Authority, 1107 New Pointe Blvd, Suite 17, Leland, NC 28451, no later than the due date and time specified above.

1.5 Questions pertaining to the selection process or the RFQ should be directed to LCFWASA Executive Director Tim H. Holloman at Director@lcfwasa.gov. Please also copy David Cowell on any email (David.Cowell@hdrinc.com).

1.6 LCFWASA shall not be held responsible for any oral instructions. Any changes to this Request for Qualifications (RFQ) will be in the form of an addendum furnished to all registered RFQ holders.

1.7 LCFWASA reserves the right to reject any or all SOQs, to waive any informality or irregularity in any SOQ received, and to be the sole judge of the merits of the respective SOQ received.

1.8 This Project will entail design, permitting, and construction for the Reservoir and Associated Infrastructure. The selected Design-Builder (DB) will form a team with LCFWASA and execute a pre-construction agreement for design and amendment for construction of the Project.

Total Estimated Design-Build Project Budget: $71,000,000 (based on a feasibility study)

1.9 The DB will be selected based on the qualifications selection criteria as outlined in Section 3 of this RFQ.

1.10 The Design Build services will be performed using modified Design Build Institute of America (DBIA) contract documents with one entity identified as the DB. Services will include all necessary activities to design and construct the Project.

1.11 The DB will be an integral member of the Project Team, consisting of the DB, representatives from LCFWASA, and other consultants as required. It will be the responsibility of the DB to integrate the design and construction phases, utilizing skills and knowledge of design and general contracting, to provide design, value engineering and constructability reviews; develop schedules; prepare detailed project construction estimates; study labor conditions; and, in any other way deemed necessary, to contribute to the development of the Project during the pre-construction/design phase.

1.12 The DB assumes design and construction risk and has direct authority over the sub-consultants and subcontractors. LCFWASA intends to enter into an Agreement with the selected Design-Build firm based upon DBIA standard contract documents. Upon completion of the pre-construction scope of work, LCFWASA intends to develop a Lump Sum Guaranteed Maximum Price (GMP) with the selected Design-Build firm for the Project. The Project will be an "open book" job whereby LCFWASA may attend any, and all, meetings of the DB firm relating to the Project and have access to any and all books and records of the DB relating to the Project.

1.13 Proposers are required to conduct the preparation of their SOQs with professional integrity and free of lobbying activities. Communication with LCFWASA regarding this Project shall be via email only and directed to LCFWASA Executive Director Tim H. Holloman at Director@lcfwasa.gov. Please copy David Cowell (David.Cowell@hdrinc.com).

1.14 From and after the issuance date of this RFQ, Proposers shall not communicate about the Project or the Procurement with any other LCFWASA employees, representatives, or consultants. Communication with other LCFWASA employees, representatives, or consultants regarding the Procurement may cause the firm involved to be disqualified from submitting under this Procurement. Any verified allegation that a responding Proposer or Team Member or an agent or consultant of the foregoing has made such contact or attempted to influence the evaluation, ranking, and/or selection of short-listed Proposers may be the cause for LCFWASA to disqualify the Proposer team from submitting an SOQ, to disqualify the Team Member from participating in the Procurement, and/or to discontinue any further consideration of such Proposer or Team Member.

1.15 Following LCFWASA's option of approval of the short-listed Proposers, LCFWASA anticipates that certain communications and contacts will be permitted. The RFQ and/or other written communications from LCFWASA will set forth the rules and parameters of such permitted contacts and communications. To the extent any Proposer intends at any time to initiate contact with the general public regarding the Project, the nature of such intended contact and the substance thereof

must be approved in writing by the Owner prior to the commencement of such activities.

1.16 Expenses of Proposer. LCFWASA accepts no liability for the costs and expenses incurred by firms in responding to this Procurement. Each Proposer that enters into the Procurement process shall prepare the required materials and the SOQ at its own expense and with the express understanding that the Proposer cannot make any claims whatsoever for reimbursement from LCFWASA for the costs and expenses associated with the process, even in the event LCFWASA cancels this Project or rejects all SOQs.

1.17 Public Disclosure. All documentation and submittals provided to LCFWASA may be considered public documents under applicable laws and may be subject to disclosure. Proposers recognize and agree that LCFWASA will not be responsible or liable in any way for any losses that the Proposer may suffer from the lawful disclosure of information or materials to third parties.

1.18 Any materials requested to be treated as confidential documents, proprietary information, or trade secrets must be clearly identified and readily separable from the balance of the SOQ. Such designations will not necessarily be conclusive, and Proposers may be required to justify why such material should not, upon written request, be disclosed by LCFWASA under the applicable public records laws. LCFWASA will endeavor to provide at least two (2) Business Days' notice of a public records request for material submitted pursuant to this Procurement. Proposers must respond to the notice in writing with any objection to the production of the documents within two (2) Business Days of receipt of the notice. All costs incurred by Proposers associated with any public records request are the responsibility of the Proposers.

2 - ANTICIPATED SCOPE OF WORK

2.1 The Project scope of work includes, but is not limited to, the following primary tasks:

- Validation of the Owner's Project Criteria
- Preliminary Engineers Report/ Design memorandum (including Documentation for Funding Requirements)
- Existing asset evaluation
- Subsurface utility engineering
- Geotechnical engineering and testing
- Validation of Project site conditions
- Design of the Project
- Cost estimating and reporting
- Lifecycle cost analysis
- Permitting
- Construction
- Closeout (punch list documentation and resolution, O&M manuals, record drawings, final inspection, and acceptance)
- Project commissioning
- Project acceptance testing

2.2 The scope of work will be generally delivered in a two-phased Progressive DB approach as described below.

- **Phase 1 -** Design and Pre-Construction Services: It is anticipated that the scope of services for Phase 1 will be negotiated on a lump sum basis and will require approval by LCFWASA. During this phase, the scope of services will include overall Project scoping, design workshops, development of an initial opinion of cost, design services through a 30% submittal package (with cost opinion update), and design progression to 75% or greater (with cost opinion update), with the preparation and delivery of a Guaranteed Maximum Price (GMP) Proposal and schedule for Phase 2.
- LCFWASA will consider the GMP, work breakdown structure, scope, schedule, performance guarantees, and any changes to Design-Builder team members. In addition, LCFWASA will work with the Design-Builder to finalize the terms of the GMP Amendment for Phase 2. If the parties can negotiate the Amendment for Phase 2 including, but not limited to scope, schedule, contract terms, and GMP, then the Design-Builder will be authorized to proceed with Phase 2. It should be noted that LCFWASA must be able to demonstrate that execution of the Phase 2 work is cost-effective, allows for local sub-contractor competition, achieves schedule milestones, and meets the needs of LCFWASA. If a Phase 2 Amendment is not reached, then LCFWASA will have ownership of design documents produced to that date, will have no further contractual responsibility to the Design-Builder, and may seek alternatives to Project completion.
- **Phase 2 -** Final Design and Construction: The Phase 2 Design-Build work will include completion of design services, construction work, start-up, training, testing and final Project completion as outlined in the Design-Build Agreement. Further, the Design-Builder will be required to collaborate with other construction contractors on-site.
- Early Work and Material Procurement Packages: LCFWASA will consider early work and material procurement packages if it benefits the overall Project.

2.3 The Owner's Advisor is currently developing the Owners Project Criteria (OPC) which will include a more defined scope of work. The OPC will be incorporated into the DB's prime agreement.

2.4 The following is the tentative Project Procurement Schedule. The Owner reserves the right to modify the Project Procurement Schedule via Addenda issued prior to the date set forth below.

Date	**Activity**
11/17/2026	Issue RFQ
12/02/2026	Pre-Submittal Meeting
12/14/2026	Deadline to Submit Questions
01/14/2027 at 2:00 PM Local Time	**SOQ Due Date**
02/08/2027	LCFWASA Board Approval
02/09/2027	Notification of Selection

2.5 After being selected, the DB will execute a contract with LCFWASA to provide design and construction services for the Project including, but not limited to:

- Project management and administration through project leadership and overall team coordination.
- Implement a robust safety program for all design and construction related activities.
- Lead interactive design workshops with LCFWASA staff and the Owner's Advisor.
- Complete all preliminary and final design engineering efforts for the Project with design document submittals at 30%, 75% and 100%.

- Develop an initial opinion of cost and then updating that cost opinion during design development with submittals at the 30% design stage, 75% design stage and GMP. An updated cost opinion should be maintained throughout the Phase 1 effort. Develop construction cost models, estimates based on marketplace conditions, and cash flow analyses.
- Complete all surveying, SUE, and geotechnical engineering required for successful design, construction, and development of construction pricing.
- Evaluate and complete any early work packages or early equipment procurement packages that benefit the overall Project.
- Provide interdisciplinary coordination, review codes and standards, perform value engineering, offer cost savings suggestions, and best value recommendations.
- Perform constructability review, construction sequence planning and scheduling.
- Work with LCFWASA to finalize all permitting activities and obtain permits required for Project construction.
- Execute all design activities using Building Information Modeling (BIM) and/or AutoCAD software.
- Deliver quality assurance and quality control of design and construction related activities.
- Provide engineering services during construction to include RFIs, shop drawing reviews, contractor change order requests, factory witness equipment testing observation and reports, preparation of record drawings, and Project management support.
- Provide all construction management services related to the DB's scope of work.
- Lead start-up, performance testing, and any necessary training of LCFWASA staff in successful operation of the Reservoir and Associated Infrastructure.
- Complete Project close-out activities including final punch-lists, operation and maintenance manual production, training, Project certifications, documentation for asset management, and warranty efforts.
- Provide record documents and drawings.
- The DB will assume the risk of delivering the Project and will be responsible for construction means and methods.

3 - STATEMENT OF QUALIFICATIONS SELECTION CRITERIA

3.1 Firms interested in providing design build services must submit a Statement of Qualifications (SOQ) that addresses the evaluation criteria listed within this Section. Applicants are encouraged to organize their submissions in such a way as to follow the general evaluation criteria listed below. Information included within the SOQ may be used to evaluate your firm as part of any criteria, regardless of where that information is found within the SOQ. Information obtained from the SOQ and from any other relevant source may be used in the evaluation and selection process.

3.2 Cover Letter (1-page) containing at a minimum:

- Company name
- Legal name (as recorded with the North Carolina Secretary of State)
- Contact name
- Address
- Email address

3.3 Qualifications Criteria

For the development of a shortlist, a rating system will be utilized by LCFWASA to score and rank each proposal. Proposers are encouraged to keep their proposals concise and to include a minimum of marketing materials. At a minimum, each proposal must address the following criteria:

Item	Evaluation Criteria	Maximum Points
1	General Information & Relevant Firm Experience	10
2	Team Experience & Qualifications	25
3	Project Understanding & Approach	20
4	Demonstrated Past Performance w/ Successful Projects of Similar Scope & Complexity	30
5	Price Factors	10
6	Other Factors	5
7	Financial & Legal	Pass/Fail
8	Exceptions to the Template DBIA Agreement Terms	Pass/Fail
Total Possible Points		**100**

*Interviews are optional. If interviews are conducted, both the SOQ and interview will be considered in the final score for each criterion.

3.3.1 Evaluation Criteria 1 - General Information & Relevant Firm Experience

a. Description of firm/team's overall reputation, service capabilities and quality as it relates to this Project.

b. List of applicable North Carolina licenses for construction, engineering, or other trades/professions pertinent to the Project requirements.

c. Each Proposer shall submit in its response to this RFQ an explanation of its project team selection consisting of either of the following team selection options:

i. A list of the licensed contractors, licensed subcontractors, and design professionals whom the design-builder proposes to use for the project's design and construction. If this project team selection option is used, the design-builder may self-perform some or all of the work with employees of the design-builder and, without bidding, also enter into negotiated subcontracts to perform some or all of the work with subcontractors, including, but not exclusively with, those identified in the list. In submitting its list, the design-builder may, but is not required to, include one or more unlicensed subcontractors the design-builder proposes to use. If this project team selection option is used, the design-builder may, at its election and with or without the use of negotiated subcontracts, accept bids for the selection of one or more of its first-tier subcontractors; or,

ii. A list of the licensed contractors and design professionals whom the design-builder proposes to use for the project's design and construction and an outline of the strategy the design-builder plans to use for open subcontractor selection based upon the provisions of Article 8 of Chapter 143 of the General Statutes. If this project team selection option is used, the design-builder may also self-perform some of the work with employees of the design-builder, but shall not enter into negotiated contracts with first-tier subcontractors.

d. A minimum of three referrals and references from other agencies and owners. If possible, references should be from the projects listed in response to Evaluation Criteria 4.

e. Type and amount of work that is anticipated to be self-performed.

3.3.2 Evaluation Criteria 2 – Team Experience & Qualifications

a. Provide an overall organizational chart (showing Team Members, Key Team Members, and their firm affiliation) for all phases of the Project from design through final acceptance and warranty maintenance period with names, including subcontractors.

b. Explain the selection of the design professional(s).

c. Identify the Project Manager for the Design Build firm who will be assigned to this Project.

d. Illustrate size of the anticipated team (technical and professional) and other resources to perform the work within schedule.

e. Describe each team member's position within the firm. Provide resumés of each proposed team member in Appendix A.

f. Briefly describe each team member's role on this Project. Define Key Member roles as follows:

   i. Project Director/Executive

   ii. Project Manager

   iii. Design Manager

   iv. Preconstruction Services Manager

   v. Construction Manager

   vi. Site Superintendent

   vii. Safety Manager

   viii. Others as appropriate

g. Provide Key Team Member % availability to serve on this project.

h. Provide "team" experience working together on similar projects.

i. Describe experience working with LCFWASA or other similar units of local government.

3.3.3 Evaluation Criteria 3 – Project Understanding & Approach

a. Describe your understanding of the Project.

b. Methodology and approach to the design, permitting, and construction services, including creative alternatives that could be proposed to add value or cost saving measures.

c. Identify and discuss any potential risk during design and construction and possible mitigation measures.

d. Describe the work you anticipate self-performing, and the work you anticipate being performed by sub-consultants/subcontractors.

e. Provide an anticipated Project schedule with ideas to accelerate the overall duration.

f. Explain process to develop GMP.

g. Describe approach to maintaining operations at the existing facilities during construction activities.

h. Describe approach to coordination with vendors for startup, training, and warranty compliance.

3.3.4 Evaluation Criteria 4 – Demonstrated Past Performance with Successful Projects of Similar Scope & Complexity

a. List and briefly describe 3 to 5 comparable projects completed by your firm within the last five years or currently in progress to include your firm's role and contract amendment history, if applicable. For each project, include:

   i. Project budget and describe if completed below or above GMP.

   ii. Project schedule, initial contract time, actual time to complete, and completion date.

   iii. Penalties assessed by the owner including, but not limited to, claims or liquidated damages.

   iv. Project owner, project location, contact name and title, address, current and accurate telephone number, and email address (if available).

   v. Include a description of any issues or problems that arose on the projects and how those issues or problems were resolved.

b. Projects involving installation of reservoirs and associated infrastructure will have an increased weight in the evaluation process.

3.3.5 Evaluation Criteria 5 – Price Factors

a. Provide anticipated Design-Builder's Fee % as defined in DBIA Standard Documents.

b. Provide fixed-price and/or hourly rates for specific components of the Design-Build services, including hourly rates for the following roles for the Phase 1 Pre-construction services:

   i. DB Project Manager

   ii. Pre-construction Lead

   iii. Design Lead

   iv. Sr. Project Engineer / Technical Specialist

   v. Lead Estimator

   vi. Project Engineer

3.3.6 Evaluation Criteria 6 – Other Factors

a. Describe approach to safety management. Provide current safety ratings, practices, and firm approach to safety. Note, proposers are directed not to submit full safety plans; however, LCFWASA may request a copy of safety plans if deemed necessary for the selection process or project implementation.

b. Current workload and ability to proceed promptly.

c. Willingness to abide by LCFWASA's standard form Agreements with few or no objections or changes. LCFWASA accepts the latest version of DBIA Standard Documents with appropriate modifications agreed upon by both parties.

d. Provide a statement regarding your assurance that this engagement will not result in a conflict of interest.

3.3.7 Evaluation Criteria 7 – Financial & Legal

No points will be allocated for Evaluation Criteria No. 7; Proposers will be rated as acceptable

(pass) or unacceptable (fail).

a. The selected DB firm will be required to provide a Performance and Payment Bond in the full amount of the contract. For this submittal, proposers shall provide evidence of their ability to provide and maintain the following:

   i. A Performance and Payment Bond in the amount of at least $100M.

   ii. General Liability Insurance at $5M per occurrence and $10M aggregate.

   iii. Umbrella Liability Insurance at $5M per occurrence.

   iv. Workman's Compensation $1M Each Accident, $1M Disease-Each Employee, $1M Disease-Policy Limit.

   v. Professional Liability at $2M per occurrence.

b. List and describe any litigation; arbitration; claims filed by your firm against any project owner because of a contract dispute; any claim filed against your firm; and/or termination from a project.

3.3.8 Evaluation Criteria 8 - Exceptions to the Template DBIA Agreement Terms

No points will be allocated for Evaluation Criteria No. 8; Proposers will be rated as acceptable (pass) or unacceptable (fail).

a. Describe any exceptions to the template Design Build Institute of America (DBIA) agreement terms (DBIA Form 545, and DBIA Form 535 General Conditions).

b. Any exceptions to the template DBIA agreement terms are subject to review and approval by LCFWASA.

4 - SUBMITTAL REQUIREMENTS

4.1 The SOQ shall include a one-page cover letter plus a maximum of twenty-five (25) pages to address the SOQ criteria specified in Section 3 (excluding Resumés and Sub-consultant/Subcontractor Selection Plan). Table of Contents and section divider pages do not count toward the total page count. Resumés for each key team member shall be limited to no more than two pages. Resumés and Sub-consultant/Subcontractor Selection Plan shall be attached as Appendix A.

4.2 Sealed submittals are due by 2:00 p.m. (local time) on January 14, 2027, as specified above, at the following address:

Lower Cape Fear Water and Sewer Authority
Attn: Executive Director Tim H. Holloman
1107 New Pointe Blvd, Suite 17
Leland, NC 28451

4.3 Firms shall submit three (3) hard copies and one (1) thumb drive with digital copy of the Statement of Qualifications and Appendix A in a sealed envelope. Copies via email will not be accepted. Firms' mailing responses should allow delivery time to ensure timely receipt of their Statement of Qualifications by the due date and time. LCFWASA is not responsible for late submissions. Mark the outside of the sealed envelope with a label titled **"PROPOSAL"** with the due date.

4.4 Failure to comply with the following criteria may be grounds for disqualifications:

a. Receipt of submittal by the specified due date and time.

b. The number of originals and/or copies of the submittal specified.

c. Adherence to maximum page requirements.

4.5 Adherence to the maximum page criteria is critical; each page side (maximum 8 1/2" x 11") with

criteria information will be counted. Pages that have photos, charts and graphs will be counted toward the maximum number of pages.

5 - SELECTION PROCESS AND SCHEDULE

5.1 The Design-Builder (DB) will be selected based upon the above-stated criteria.

a. The Design Build services will be performed using Design Build Institute of America (DBIA) contract documents with one entity identified as the Design-Builder (DB). Services will include all necessary activities to design and construct the Project.

b. The DB will be an integral member of the Project Team, consisting of the DB, representatives from LCFWASA, and other consultants required. It will be the responsibility of the DB to integrate the design and construction phases, utilizing skills and knowledge of design and general contracting, to provide design, value engineering and constructability reviews, develop schedules; prepare detailed project construction estimates; study labor conditions; and, in any other way deemed necessary, to contribute to the development of the Project during the pre-construction/design phase.

c. The DB assumes design and construction risk and has direct authority over the sub-consultants and subcontractors. The DB will act as LCFWASA's fiduciary and have a relationship of trust and confidence between itself and LCFWASA. LCFWASA intends to enter into a Progressive Design-Build Agreement with the selected Design-Build firm utilizing DBIA Form 545, together with DBIA Form 535 General Conditions, as modified for the Project. It is anticipated that Phase 1 will include preliminary design, preconstruction services, and development of a Phase 2 proposal and Guaranteed Maximum Price (GMP). Proceeding with Phase 2 final design and construction will be subject to LCFWASA's obtaining necessary funding and acceptance of the Phase 2 proposal and GMP and written authorization to proceed in accordance with the Agreement. The Project will be an "open book" job whereby LCFWASA may attend all meetings of the DB firm relating to the Project and have access to any and all books and records of the DB relating to the Project.

5.2 A Project Evaluation Team will evaluate each Statement of Qualifications (SOQ) according to the above-stated criteria. No oral interviews are planned in the first step of the selection process.

5.3 If after the solicitation for design-builders not as many as three responses have been received from qualified design-builders, LCFWASA shall again solicit for design-builders. If as a result of the second solicitation not as many as three responses are received, LCFWASA may make a selection as provided herein even though fewer than three responses were received.

5.4 Following a review of the submittals, the Project Evaluation Team will rank the design-builders based on the selection factors identified above. LCFWASA shall select and commence contract negotiations with the design-builder whose response is ranked most advantageous to LCFWASA based on the selection factors identified above. If a contract cannot be negotiated with the highest-ranked design-builder, negotiations with that design-builder shall be terminated and negotiations shall be initiated with the next- highest ranked design-builder. Contract award and authorization will be sought from LCFWASA Board of Directors.

5.5 The tentative schedule has been presented in Section 2 above for this Project. If LCFWASA deems appropriate, it may invite some or all responders to interviews. Interviews are not anticipated at this time but may be requested if deemed necessary.

5.6 LCFWASA will enter into negotiations with the selected Proposer using DBIA Standard Documents with appropriate modifications agreed upon by both parties. If the Proposer is unwilling to execute LCFWASA’s Design-Build Contract, LCFWASA may then negotiate with the second or third highest ranked firm until a contract is executed, or LCFWASA, in its sole discretion, may decide to terminate the selection process.

5.7 Anticipated Project Schedule:

Item	Activity	Target Date
1	Execute Agreement for Pre-construction Services (DBIA 545)	05/10/2027
2	Complete 75% Design Documents and Submit final Opinion of Probable Construction Cost	02/14/2028
3	Execute Guaranteed Maximum Price Amendment for Construction Phase Services (DBIA 545)	05/08/2028

6 - COMPLIANCE WITH FEDERAL AND STATE LAWS

6.1 LCFWASA is evaluating multiple funding options for the Project, including Federal funds. All federal Uniform Guidance requirements will apply if Federal funds are utilized in addition to all State requirements. This Project may be funded in whole or part with North Carolina Drinking Water State Revolving Fund and/or North Carolina Session Law 2023-134 State Grant funds. Funding for this Project may also be from Federal funds. Firms submitting a qualifications statement hereby acknowledge that Federal financial assistance may be used to fund a portion of this procurement. As such, the firm will comply with all applicable Federal laws, regulations, executive orders, Federal government policies, procedures, directives, and the terms and conditions of the funding award if applicable. Firms further acknowledge that funding is contingent upon compliance with the foregoing. The Project will be required to meet all applicable requirements of Chapter 159G of the North Carolina General Statutes.

6.2 All Proposers acknowledge that funding is contingent upon compliance with all terms and conditions and all funding awards. All Proposers must comply with all applicable federal laws, regulations, executive orders, and terms and conditions of all funding awards.

6.3 FEDERAL UNIFORM GUIDANCE. Under the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200) the following provisions apply to this RFQ (as applicable):

- Equal Employment Opportunity (2 C.F.R. Part 200, App. II, § (C))
- Davis-Bacon Act (2 C.F.R. Part 200, App. II, § (D))
- Copeland “Anti-Kickback” Act (2 C.F.R. Part 200, App. II, § (D))
- Contract Work Hours and Safety Standards Act (2 C.F.R. Part 200, App. II, § (E))
- Rights to Inventions Made Under a Contract or Agreement (2 C.F.R. Part 200, App. II, § (F))
- Clean Air Act and the Federal Water Pollution Control Act (2 C.F.R. Part 200, App. II, § (G))
- Debarment and Suspension (2 C.F.R. Part 200, App. II, § (H))
- Byrd Anti-Lobbying Amendment (2 C.F.R. Part 200, App. II, § (I))
- Procurement of Recovered Materials (2 C.F.R. Part 200, App. II, § (J), 2 C.F.R. § 200.323)
- Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment (2 C.F.R. Part 200, App. II § (K), 2 C.F.R. § 200.216)
- Domestic Preferences for Procurements (2 C.F.R. Part 200, App. II, § (L), 2 C.F.R. § 200.322, 2 CFR Part 184 [Build America, Buy America Act])
- Contracting with Small Businesses, Minority Businesses, Women's Business Enterprises, Veteran-Owned Businesses, and Labor Surplus Area Firms. (2 C.F.R. § 200.321)
- Record Retention and Access

- Assurances of Compliance with Title VI of the Civil Rights Act of 1964
- Drug-Free Workplace Regulations (41 USC §701)
- Whistleblower Protection Act
- Hatch Act
- Conflicts of Interest (2 C.F.R. § 200.318(c)(1))

6.4 North Carolina Prohibition on Contracts with Companies that Invest in Iran or Boycott Israel. Proposer certifies that: (i) it is not identified on the Final Divestment List or any other list of prohibited investments created by the North Carolina State Treasurer pursuant to N.C.G.S. 147-86.58 (collectively, the "Treasurer's IDA List"); (ii) it has not been designated by the North Carolina State Treasurer pursuant to N.C.G.S. 147-86.81 as a company engaged in the boycott of Israel (such designation being referred to as the "Treasurer's IB List"); and (iii) it will not take any action causing it to appear on the Treasurer's IDA List or the Treasurer's IB List before or during the RFQ. In submitting a proposal in response to this RFQ, Proposer further agrees, as an independent obligation, separate and apart from this RFQ, to reimburse LCFWASA for any and all damages, costs and attorneys' fees incurred by LCFWASA in connection with any claim that the Proposer's SOQ or any part thereof is void due to Proposer appearing on the Treasurer's IDA List or the Treasurer's IB List at any time before or during the RFQ.

6.5 E-Verify. E-Verify is the federal program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program, used to verify the work authorization of newly hired employees pursuant to federal law. Design-Builder shall ensure that Design-Builder and any subcontractor performing work under the contract: (i) complies with the E-Verify requirements set forth in Article 2 of Chapter 64 of the North Carolina General Statutes; and (ii) otherwise complies with applicable law.

Note that LCFWASA does not guarantee the accuracy of the information in this document.