



**Notice of Request for Qualifications  
For  
Design Services for Roof Replacements For  
Chapel Hill Public Works Campus Buildings**

**BID: A/E25-001**

**TO: ALL PROSPECTIVE BIDDERS**

**FROM: ZAKIA ALAM, PURCHASING & CONTRACTS MANAGER**

**SUBJECT: REQUEST FOR QUALIFICATION FOR:**

**DESIGN SERVICES FOR ROOF REPLACEMENT FOR CHAPEL HILL PUBLIC  
WORKS CAMPUS BUILDINGS**

**DATE: August 20, 2024**

The Town of Chapel Hill is requesting Statements of Qualifications from qualified design professionals interested in providing design services for Roof Replacement for Chapel Hill Public Works Campus Buildings, 6850 Millhouse Road, Chapel Hill, NC. All respondents must be licensed by the State of North Carolina to provide these services.

Statements for Qualifications are due to Zakia Alam, Purchasing and Contracts Manager, by 3:00 p.m. September 20, 2024, via email at [zalam@townofchapelhill.org](mailto:zalam@townofchapelhill.org) in PDF format.

The deadline for submitting questions is 12 P.M. on September 6, 2024. Responses to all questions received will be published as an addendum on the Town's website at [www.townofchapelhill.org](http://www.townofchapelhill.org) on September 13, 2024.

All questions concerning the project should be emailed to Forrest Heath, Sr Facilities Project Manager, at [fheath@townofchapelhill.org](mailto:fheath@townofchapelhill.org).

Any questions on the submittal procedures, please contact the Purchasing Division at (919) 969-5022.

The Town of Chapel Hill reserves the right to reject any and all statements of qualifications.

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Design Services for Roof Replacement for Chapel Hill Public Works Campus Buildings  
Bid: A/E 25-001, August 20, 2024  
Town of Chapel Hill, North Carolina

## **Project Description**

This project is comprised of design work for roof replacements at Public Works facilities of eleven (11) low-slope assemblies that are part of a larger Standing Seam and Low-slope Roofing Systems covering all buildings on the Public Works Campus. Work will include insulation, drainage, drainage improvements including emergency overflow drainage as required, installation of access ladders and fall protection devices if necessary, and all services necessary and attendant to a successful installation of these systems.

Chapel Hill Public Works Campus Buildings, which are low-slope roof construction, comprise approximately 50,010 square feet of single-ply roofing installed as new construction in 2005-2006.

These facilities are co-located at 6850 Millhouse Road, Chapel Hill, NC 27516-8173

## **Scope of Services**

1. Review of existing roofing, roof-mounted equipment, drainage systems, flashing, and related building envelope conditions, including Infrared scans to determine if insulation can be reused.
2. Preparation of a similar roof assembly system for review by the owner, including materials, colors, estimated costs, and schedules.
3. Preparation of all necessary sets of plans, details, and specifications for all components of the selected roofing systems and all other work required for a successful project.
4. Preparation of all bid documents including contract with Designer's "front-end" and Town furnished general conditions "back-end," bid proposal form, project description, pre-bid meeting, responds to bid questions, recommendation of winning bidder and assistance to the Town during bidding and construction contract negotiation.
5. Provision of contract administration including oversight of and documentation for bi-weekly onsite project meetings, review and approval of submittals, development of change orders based on Town supplied change order template, and approval of change orders, variances and pay applications.
6. Construction observation that includes on-site visits by the principal at least once a week during construction and at every critical construction milestone with clear and concise written and photo documentation as required for a successful project.
7. Oversight of project close-out processes including final acceptance, walk through with Manufactures Representative for manufactures installation warranty approval, creation of punch-list and punch list check off, as-built documentation in a digital format on a memory

stick or (including photographs, drawings, submittals, and other materials), manufacturer's warranty acceptance, closeout documentation manual and final inspections.

## **SUBMISSION SCHEDULE AND KEY DATES**

Deadline for Questions – **September 6, 2024**

Issue Addendum – **September 13, 2024**

Statement of Qualifications due – **September 20, 2024**

\*\* Firm Selection and Notification – **Week of October 1, 2024**

Anticipated Notice to Proceed – **October 14, 2024**

\*\* Notification will **ONLY** be sent to selected firms.

### **Submittals**

Please provide the following submittals for consideration.

- Copies of professional registration licenses for the lead designer who will actually be doing the design work for the project.
- Team organizational chart – indicating key personnel, consultants, roles, and experience.
- Project examples similar in scope – including photographs of work and cost.
- Client references for a minimum of 3 similar commercial roofing projects completed within the last 3 years.
- Typical detail drawings of the following low slope conditions from completed past projects.
  - Equipment curb
  - Area drain
  - Vertical wall flashing
  - Insulation tapers
- Additional information you deem appropriate and suitable for consideration by the Town regarding your submittal and qualifications for the work.

### **Criteria for selection**

The Town will consider the following criteria for selection.

- Your experience with projects of similar scale and complexity (25%).
- The professional experience and qualifications of individuals assigned to this type of project (35%).
- Clarity, quality, and professionalism of your submittal (10%).

- Your team composition, availability, and proximity to project (25%).
- References from other clients with similar projects (5%).

### **Insurance Requirements to work with the Town of Chapel Hill**

The successful respondent shall procure and maintain during the life of the contract the following insurance coverages:

**Worker's Compensation:** Coverage to apply for all employees for statutory limits in compliance with the applicable state and federal laws. The policy must include employer's liability with a limit of \$100,000 for each accident, \$100,000 bodily injury by disease each employee and \$500,000 bodily injury by disease policy limit.

**Commercial General Liability:** Shall have minimum limits of \$1,000,000 per occurrence combined single limit for bodily injury liability and property damage liability. This shall include premises and/or operations, independent contractors, products and/or completed operations, broad form property damage and explosion, collapse and underground damage coverage, sudden and accidental pollution losses, and a contractual liability endorsement.

**Business Auto Policy:** Shall have minimum limits of \$1,000,000 per occurrence combined single limit for bodily injury liability and property damage liability. This shall include: owned vehicles, hired and non-owned vehicles and employee non-ownership.

**Professional Liability:** The selected firm will be required to furnish proof of Professional Liability insurance coverage in the minimum amount of \$1,000,000.

### **Special Requirements:**

The Town of Chapel Hill is to be named as an additional insured on the Commercial General Liability policy.

Current, valid insurance policies meeting the above requirements shall be maintained for the duration of the project. Renewal certificates shall be sent to the Town of Chapel Hill thirty (30) days prior to any expiration date. There shall also be a 30-day notification to the Town in the event of cancellation or modification of any stipulated insurance coverage. Certificates of Insurance on an Acord 25 (8/84) or similar form meeting the required insurance provisions shall be forwarded to the Town of Chapel Hill. Wording on the Certificate of Insurance which states that no liability shall be imposed upon the company for failure to provide such notice is not acceptable. Original policies or certified copies of policies may be required by the Town at any time.

## **Preparation Costs**

The Town of Chapel Hill will not pay any costs associated with preparing, submitting, or evaluating proposals.

## **ADDITIONAL TERMS AND CONDITIONS**

All proposals and other material submitted become the property of the Town of Chapel Hill. The Town of Chapel Hill reserves the right to add terms and conditions during contract negotiations. These terms and conditions will be within the scope of the SOQ and will not affect the proposal evaluations.

The Town will use the standard Town of Chapel Hill contract for professional services. The Town's standard contract document is attached. The terms and conditions of the contract are subject to change without notice.

## **Prohibited Contract Terms**

In no event shall there be any of the following unless Town's express written agreement is obtained: (1) any limitation on, or disclaimer of, implied or express warranties or the liability of the Contractor; (2) any limitation on damages, including a limitation of consequential damages; (3) any requirement for arbitration or for mandatory mediation; (4) any requirement that Town officials or employees keep information confidential or any requirement that records be kept confidential by the Town, unless the requirement for confidentiality meets the requirements of the Public Records Law.

## **Open Records**

Information submitted to the Town of Chapel Hill is public information and is available upon request in accordance with the North Carolina Public Information Act. As provided by North Carolina statute and rule, the Town will consider keeping confidential the trade secrets, which the Bidder does not wish to be disclosed. For such information, the Bidder must mark each page in boldface at the top and bottom as "CONFIDENTIAL". In spite of what is labeled as a trade secret, the determination of whether it is or not will be determined by North Carolina General Statutes 132-1.2(1). Once a final price is negotiated, the cost information will not remain confidential.

**SAMPLE CONTRACT:**

**STATE OF NORTH CAROLINA  
COUNTY OF ORANGE**

**CONTRACT FOR  
DESIGN SERVICES FOR ROOF  
REPLACEMENT FOR CHAPEL HILL  
PUBLIC WORKS CAMPUS BUILDINGS**

This Contract is made and entered into by and between the “Town of Chapel Hill”, herein “Town”, and “{Contractor’s Full Legal Name}”, herein “Contractor”, for the services as described in this agreement.

**WITNESSETH**

That for and in consideration of the mutual promises and conditions set forth below, the Town and Contractor agree:

1. Duties of the Contractor: The Contractor agrees to perform those duties described in Exhibit A attached hereto and incorporated herein by reference.
2. Duties of the Town: The Town will pay for the Contractor’s services as set forth in Exhibit A.
3. Maximum Sum: Contract amount is not to exceed {insert a not to exceed amount} plus applicable sales tax.
4. Billing and Payment: The Contractor shall submit an invoice to the Town for work performed under the terms of this Contract. The Town will make payment within thirty (30) days of receipt of an accurate invoice, approved by the department which contracted for these services.
5. Indemnification and Hold Harmless: The Contractor agrees to indemnify and hold harmless the Town of Chapel Hill and its officers, agents and employees from all loss, liability, claims or expense (including reasonable attorneys’ fees) arising from bodily injury, including death or property damage to any person or persons proximately caused in whole or in part by the negligence or willful misconduct of the Contractor, except to the extent same are caused by the negligence or misconduct of the Town. Contrary to any provision that may be contained in any exhibit attached hereto, the Town shall not consent to limitations of Contractor liability for amounts less than the amount of insurance coverage under this agreement. Any provision that may be contained in any exhibit attached hereto that calls for the Town to indemnify the Contractor shall be only to the extent allowed by law.

6. Insurance Provisions: The Contractor shall provide evidence of current valid insurance (if applicable) for the duration of this agreement, with the Town named as an additional insured under the Contractor's Commercial General Liability and Business Automobile policies. The required coverage limits are: 1) Commercial General Liability and Business Automobile - \$1,000,000 per occurrence and 2) Workers' Compensation - \$100,000 for both employer's liability and bodily injury by disease for each employee and \$500,000 for the disease policy limit. Cyber Liability Coverage in the amount of \$1,000,000 per occurrence and \$2,000,000 aggregate is required for Contractors having access to personal identifying information and/or computer networks. The Town may also require evidence of supplementary insurance coverages depending on the services provided under this agreement.
7. Non-Discrimination: The Contractor contractually agrees to administer all functions pursuant to this agreement without discrimination because of race, creed, sex, national origin, age, economic status, sexual orientation, gender identity or gender expression.
8. Federal and State Legal Compliance: The Contractor must be in full compliance with all applicable federal and state laws, including those on immigration.
9. E-Verify: The Contractor shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. If any subcontractors are used, they also must comply with these requirements. Pursuant to North Carolina General Statute § 143-133.3 (c)(2), contracts solely for the purchase of apparatus, supplies, materials, and equipment are exempt from this E-Verify provision.
10. Amendment: This Contract may be amended in writing by mutual agreement of the Town and Contractor.
11. Termination: Either party may terminate this Contract at any time by giving the other party thirty (30) days written notice of termination prior to the end of the term.
12. Interpretation/Venue: This Contract shall be construed and enforced under the laws of North Carolina. The courts and the authorities of the State of North Carolina shall have exclusive jurisdiction over all controversies between the parties which may arise under or in relation to this Contract. In the event of any dispute between the parties, venue is properly laid in Orange County, North Carolina for any state court action and in the Middle District of North Carolina for any federal court action. Contrary to any provision that may be contained in any exhibit attached hereto the Town shall not consent to 1) resolving any dispute by means of arbitration and/or 2) waiver of a trial by jury.
13. Preference: If the terms of any exhibit attached hereto are not consistent with the terms of this Contract, this document shall have preference; provided that where either any exhibit attached hereto or this document establishes higher standards for performance by either party, the higher standard, wherever located, shall apply.

14. Severability: The parties intend and agree that if any provision of this Contract or any portion thereof shall be held to be void or otherwise unenforceable, all other portions of this Contract shall remain in full force and effect.
15. Assignment: This Contract shall not be assigned without the prior written consent of the parties.
16. Entire Agreement: This Contract shall constitute the entire agreement of the parties and no other warranties, inducements, considerations, promises, or interpretations shall be implied or impressed upon this Contract that are not expressly addressed herein. All prior agreements, understandings and discussions are hereby superseded by this Contract.
17. Construction Project Related Sales Tax: If applicable, the Contractor must provide certified statements regarding the cost of materials purchased and the amount of North Carolina sales and use taxes paid by Contractor and any subcontractors. Contractor further agrees to provide the Town with any additional information and documentation the Town might request in the event the Commissioner of Revenue of the State of North Carolina requires more information to substantiate a refund claim by the Town for sales or use tax. The Town will not make payment until these statements are submitted. Any tax refunds received by the Town will remain with the Town.
18. Non-Appropriation of Funding: Contractor acknowledges that the Town is a governmental entity, and the Contract validity is based upon the availability of public funding under the authority of its statutory mandate.

In the event that public funds are unavailable and not appropriated for the performance of Town's obligations under this Contract, then this Contract shall automatically expire without penalty to the Town, thirty (30) days after written notice to Contractor advising of the unavailability and non-appropriation of public funds. It is expressly agreed that the Town shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this Contract, but only as an emergency fiscal measure during a substantial fiscal crisis, which affects generally its governmental operations.

Contractor and its employees may use, process, view the contents of, or monitor Town data only to the extent necessary for contractor to perform under this Agreement/Contract.

19. Term: This Contract, unless amended as provided herein, shall be in effect until { \_\_\_\_\_ }, 20{ \_\_\_\_ }. Any renewal provisions that may be contained in any exhibit attached hereto are void and without effect.

[SIGNATURES ON FOLLOWING PAGE.]



IN WITNESS WHEREOF, the parties hereto cause this Contract to be executed in their respective names.

{CONTRACTOR’S FULL LEGAL NAME}

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
PRINTED NAME & TITLE

**TOWN OF CHAPEL HILL**

\_\_\_\_\_  
DEPARTMENT HEAD/EXECUTIVE DIRECTOR OR DEPUTY/TOWN MANAGER

\_\_\_\_\_  
PRINTED NAME & DEPARTMENT

ATTEST BY TOWN CLERK:

\_\_\_\_\_  
TOWN CLERK/DEPUTY TOWN CLERK

TOWN SEAL

**Town Clerk** attests date this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.  
the \_\_\_\_\_

Approved as to Form and Authorization

\_\_\_\_\_  
ATTORNEY FOR TOWN

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

\_\_\_\_\_  
FINANCE OFFICER

\_\_\_\_\_  
DATE