



**Notice of Request for Qualifications (RFQ)  
For Chapel Hill Community Center Soil/Groundwater Analysis and Report**

**BID: A/E 25-005**

**SUBJECT: RFQ for Analysis and Report for the soils around the entrance of the Chapel Hill Community Center for the Parks and Recreation Department**

**DATE: March 6, 2025**

The Town of Chapel Hill is soliciting responses to a Request for Qualifications (RFQ) from a professional services firm or team of firms experienced in environmental consulting. Successful firms or teams of firms must be skilled at working with local government staff and elected officials as well as members of the public.

All submittals are due by 2:00 PM, on March 28, 2025, to the Purchasing and Contracts Manager by email to [zalam@townofchapelhill.org](mailto:zalam@townofchapelhill.org) with "**Chapel Hill Community Center Soil/Groundwater Analysis and Report**" in the subject line of the email. Please note that e-mailed proposals must be received by the specified deadline according to the internal clock of the Town of Chapel Hill's server receiving the proposal. **Please do not submit paper copies.**

If you have any questions about the project, please contact Kevin Robinson at [krobinson@townofchapelhill.org](mailto:krobinson@townofchapelhill.org) or by phone at (919) 969-5104.

All questions for clarification must be submitted by 5:00 PM on March 17, 2025.

Any questions concerning the advertisement should be directed to Zakia Alam at [zalam@townofchapelhill.org](mailto:zalam@townofchapelhill.org).

The town of Chapel Hill reserves the right to reject all or any Statement of Qualifications.

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**RFQ for Chapel Hill Community Center Soil/Groundwater Analysis and Report**  
Bid: A/E 25-005, Town of Chapel Hill, NC  
March 6, 2025

## PROJECT BACKGROUND

The Town of Chapel Hill, North Carolina, desires to have additional tests performed on the soils and groundwater around the entrance to the Chapel Hill Community Center, where we found lead in the soils after performing a Phase I and Phase II environmental study.

The project would be overseen by the Parks and Recreation Department Senior Manager for Planning and Park Operations

## SCOPE OF WORK

The professional services provider would need to provide an analysis of the soil and groundwater in the vicinity of the fenced area at the entrance of Chapel Hill Community Center Park.

The study will include:

- Provide supplemental consulting services associated with planning, public relations and regulatory discussions.
- Collect up to 28 grab and/or composite soil samples from the site as noted:
  - 21 – Inside the security fence area,
  - 2 - Drainage swales
  - 1 – Paved pathway adjacent to the fenced area
  - 4 - Two monitoring well locations at 5-foot and 10-foot intervals
- Analyze soil samples for Volatile Organic Compounds (VOCs) and Semi-VOCs (SVOCs) and eight RCRA metals via EPA Methods 8260D, 8270E and 6020B/7471B, respectively.
- Install and sample two 15-foot deep permanent groundwater monitoring wells inside the fenced area. Wells will be constructed of 2-inch diameter, SCH 40 PVC with 10 feet of 0.01-inch well screen and permanent flush mounted steel well cover.
- Analyze groundwater samples for VOCs, SVOCs and eight RCRA metals via EPA Methods 8260D, 8270E and 6020B/7471B, respectively.
- Provide a written report of the assessment and test results.

The final report should include; data and information from all analyses listed above. The report will be utilized to make decisions regarding the future use of the area at the Chapel Hill Community Center.

The scope of services, as defined above, may be modified after the final selection of the Consultant.

## EVALUATION CRITERIA AND PROCESS

The Town follows the **qualifications-based selection process (NCGS 143-64.31)** for procuring professional services. The Town may choose to interview firms or directly negotiate with the top-ranked firm(s). The Town will seek to negotiate a contract, a general scope of

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services, fee schedule, etc. with the preferred firm(s). If unable to reach an agreement, the Town of Chapel Hill will terminate negotiations and commence negotiations with the next ranked firm(s). Each Statement of Qualifications (SOQ) will be evaluated on the Consultant's responsiveness to the requirements of this SOQ. Evaluation Criteria will include, but are not limited to, the following:

1. Qualifications of the firm and the key individuals proposed for this project on relevant and recent (within the last five (5) years) projects providing similar services:
  - Soil and Groundwater analysis
  - Environmental Consulting
  - Community communication processes
  - Environmental work and presentation to Town Staff and Council
2. Qualifications of staff assigned to the Project.
3. Extent of the specialized experience of the Consultant firm as well as personnel proposed for this project in this type of work.
4. Degree of familiarity of the Consultant with the particular project's requirements and their approach.
5. Past performance of the Consultant, including performance related to budgets and schedules as well as feedback from references.

A committee selected by the Town of Chapel Hill will review the Requests for Qualifications, rank the submittals, and make the selection based on the consensus of the review committee. All submittals will be evaluated based on an average point rating of one out of ten for each requirement listed above. Personal interviews are not anticipated but the Town reserves the right to shortlist up to three (3) consultants and request an interview.

The successful Firm must comply with any and all modifications that are enacted by the federal, state, or local governments throughout the life of the Award and for any contract it executes with the Town.

## **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 Respondent does not wish to be disclosed. For such information, the Respondent must mark each page in boldface at the top and bottom as "CONFIDENTIAL." Despite what is labeled as a trade secret, 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.

## **MINIMUM CREDENTIALS**

Licensure is required for Professional Engineers, Architects, Landscape Architects, and other professional services. The Architects and Engineers performing the work must be licensed in the State of North Carolina and must have good ethical and professional standing. Any consultants proposing to use corporate subsidiaries or sub-consultants must include a statement that these companies shall be properly licensed in like fashion. It will be the responsibility of the prime consultant to verify license(s) of any corporate subsidiary or sub-consultant prior to contract negotiations.

## **PREPARATION COSTS**

The Town of Chapel Hill will not pay any cost associated with preparing, submitting, presenting, or evaluating statements of qualification.

## **INSURANCE**

The successful submitter shall procure and maintain during the life of the contract the following insurance coverage's:

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 Insurance: The selected firm will be required to furnish proof of professional liability insurance coverage in the minimum amount of \$1,000,000.

Special Requirements: Based on the nature of the services to be provided by the firm and the assessment of the risk posed to the Town, the Town may require evidence of supplementary insurance coverages.

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)

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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 Accord 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.

## **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 may elect not to execute a contract immediately but at the time requested services are first needed. 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 prior written agreement is obtained: (1) any limitation on, or disclaimer of, implied or express warranties or the liability of Contractor; (2) any limitation of damages, including a limitation on 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.

## **INSTRUCTIONS**

### **QUESTIONS**

Any questions concerning this Request for Qualifications (RFQ) shall be submitted in writing to:

Kevin Robinson  
Email: [krobinson@townofchapelhill.org](mailto:krobinson@townofchapelhill.org)

Written requests for clarifications to this RFQ will be accepted until 5:00 PM on March 17, 2025. If necessary, the Town will issue a written addendum to clarify any issues raised. An Addendum will be published on the Town's website at [www.townofchapelhill.org](http://www.townofchapelhill.org) on March 20, 2025 by 5:00 PM. Any oral explanations or instructions given by Town staff will not be binding on the Town.

## **SUBMITTAL REQUIREMENTS**

In order for your submission to be considered responsive, the SOQ should consist of clear and concise responses to the items noted below. Limit the response to fourteen (14) pages. A one-page cover letter does not count toward the page limit.

1. Identify the legal entity that will enter into a contract with the Town.
2. Describe your experience with the work requested and provide examples of similar projects.
3. Describe your project understanding and approach for this project's scope of services.
4. Organizational Chart– Indicate the project manager, primary point of contact, and other key personnel.
5. Resumes – Provide resumes for Key Personnel and include, at a minimum, Professional Licensure, Proposed Role, Number of Years with Current Firm, list of at least 5 relevant projects.
6. Identify any proposed sub-consultants and indicate if they are registered MWBE firms.
7. Relevant Projects – provide at least 3 relevant projects and indicate the client, your Firm's role, and the ability of the consultant to provide services in a timely and economical manner. Indicate what role the personnel listed on the Organization Chart performed on these projects.
8. References – Provide 3 references for the Project Manager of the primary submitting consultant.

**STATE OF NORTH CAROLINA  
COUNTY OF ORANGE**

**CONTRACT FOR  
{DESCRIPTION OF SERVICES TO BE  
PROVIDED UNDER THIS CONTRACT}**

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.

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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.
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.

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[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 the \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_ .

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