



**NOTICE OF REQUEST FOR QUALIFICATIONS (RFQ)  
FOR  
ENGINEERING, DESIGN, AND PERMITTING SERVICES FOR THE REPLACEMENT OF  
BOLINWOOD DRIVE BRIDGE OVER BOLIN CREEK, CHAPEL HILL, NC.**

**Bid:** A/E 25-004

**From:** Zakia Alam, Purchasing & Contracts Manager

**Subject:** Request for qualifications for design services, engineering services, regulatory coordination, and permitting services for the replacement of Bridge No. 670123, Bolinwood Drive over Bolin Creek in Chapel Hill, NC.

**Date:** 02/26/2025

The Town of Chapel Hill seeks written statements of qualifications (SOQ) from professional Engineering Firms (Consultant) specializing in Design Services, Engineering Services, Regulatory Coordination, Permitting Services, and Construction Administration support as they relate to the demolition of an existing roadway bridge and construction of a new multi-modal bridge carrying Bolinwood Drive over Bolin Creek in Chapel Hill, NC.

Submittals are due by 3:00 pm on March 28, 2025. Please email submittals to Zakia Alam, Purchasing and Contracts Manager at [zalam@townofchapelhill.org](mailto:zalam@townofchapelhill.org), with a subject line of " **RFQ for Engineering & Permitting for Bolinwood Drive Bridge Replacement**"

Questions concerning this Request for Qualifications must be submitted in writing no later than 2:00 P.M. on March 14, 2025, to Rob Gehris via e-mail at [rgehris@townofchapelhill.org](mailto:rgehris@townofchapelhill.org). All responses to submitted questions will be published in the form of an addendum on the Town's website at [www.townofchapelhill.org](http://www.townofchapelhill.org) by 5:00 P.M. March 21, 2025.

If you have any questions concerning the bidding 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.*

**Request for Qualifications  
for  
Engineering, Design, and Permitting Services for the Replacement of Bolinwood Drive Bridge  
over Bolin Creek, Chapel Hill, NC.  
Bid: A/E 25-004**

**1.0 Introduction**

The Town of Chapel Hill (Town), North Carolina, is requesting statements of qualifications from engineering firms interested in providing engineering, design, and permitting services for replacing the existing Bolinwood Drive Bridge over Bolin Creek in downtown Chapel Hill, and, upon completion of design and permitting, providing Construction Administration services to facilitate the construction phase of the proposed bridge replacement.

The consultant will review existing conditions & available documentation, coordinate with regulatory agencies, and provide guidance to Town staff to determine the most appropriate and economical design concept for the bridge replacement. Once the preferred design is determined, the consultant shall develop the corresponding construction documents for letting to obtain a contractor to undertake the work, acquire regulatory approvals for permits, and provide construction administration services during the construction period. Items for development included in this RFQ, such as deliverables and meetings, shall be covered on a task order basis with a not to exceed contract amount.

**2.0 Background Information**

The existing bridge, identified on NCDOT bridge inventory as Bridge No. 670123, is situated between the Mill Race and Winding Ridge subdivisions along Bolinwood Dr, Chapel Hill, NC, and carries Bolinwood Dr. over Bolin Creek. The existing bridge is approximately 25-ft wide with a 30-ft span, and consists of a single-span, cast-in-place concrete deck with asphalt pavement surface on prestressed concrete channels, supported by masonry abutments with an open/natural channel beneath the span. The bridge is owned and operated by the Town of Chapel Hill. Orange Water and Sewer Authority also uses the existing bridge for support of an 8-in water main across Bolin Creek.

A 2022 Bridge Inspection Report identified Bridge No. 670123 as having a sufficiency rating of 49.9 (functionally obsolete). Furthermore, the existing bridge does not provide enough width for a sidewalk alongside the cartway of Bolinwood Dr, carrying only the 24-ft wide cartway for motor vehicles. The Town's goal is to demolish the existing bridge and construct a new bridge with adequate width and capacity for sidewalk, bike lanes, and traffic. Due to the residential nature of the surrounding community, the new bridge should be designed to provide equivalent or greater conveyance than the existing crossing to avoid any negative impacts to the regulatory floodway or flood elevations.

The Town is seeking a consultant firm to provide the technical expertise and regulatory guidance to demolish the existing undersized bridge and construct a new bridge with adequate width for pedestrian, bicycle, and motor vehicle traffic. The initial stages of the design work will require

presentation to Town Staff of several concept designs to determine the most cost-effective approach. Upon concurrence of design concept, the consultant will proceed with design plans and permit submission packages. As permitting is completed, the consultant will then develop the construction documents to let for a structural or civil contractor to perform the physical construction work for the chosen design. The consultant will assist in the preparation of bid documents, construction contract preparation, and construction administrative assistance for the project.

### **3.0 Scope of Work**

The general scope of work for the activities includes the following:

- Perform the necessary field surveys / inspections, evaluate existing conditions, and review available records and reports to determine any necessary design constraints.
- Provide bridge design recommendations to Town staff to determine the most appropriate and economical replacement option. Recommendations should include up to three (3) concept options, outlining benefits and drawbacks for each as they pertain to permitting effort, construction cost, and bridge functionality.
- Using agreed upon concept, provide design documents that meet all applicable NC Building Codes and local ordinances, and that provide adequate consideration of the Town's needs and budget.
- Prepare and submit all required permit applications and packages.
- Prepare a complete set of signed and sealed construction documents (drawings, materials specifications, materials testing requirements, etc.) as Engineer of Record. Construction documents must meet all applicable NC Building Codes and local ordinances.
- Prepare a complete construction bid solicitation package (bid package) for the Town to use in soliciting construction bids from qualified contractors. The bid package shall include:
  1. Invitation to bid.
  2. Bid instructions.
  3. Request for qualifications and insurance certificates for the prime contractor and all proposed subcontractors.
  4. Bid form.
  5. Town of Chapel Hill's Contract Terms and Conditions.
- Provide Construction Administration services, such as responding to requests for information or other construction related questions, construction material submittal review, and change order review. These administration services do not include daily construction observations or construction engineering inspection.

#### + Additional Services

The consultant is encouraged to identify any additional work that is not specified in this Scope of Work that would be, in its opinion, necessary to complete the project as defined herein. The consultant may propose additional services that in its opinion will improve the efficiency and quality of the project. If identified, the additional work or services must be included in the proposal

but separated out as an additional task to be considered for inclusion in the overall scope of the project.

#### **4.0 Statement of Qualifications (SOQ) Content**

It is the Consultant's responsibility to clearly describe its qualifications in response to this RFQ. Organization, conciseness, and thoroughness of the response will be critical to the Town's evaluation of the submittals. The Statement of Qualifications should not exceed 12 pages in length and should include the following information:

- Executive Summary: include the lead firm name, contact person, address, email, and phone number.
- Describe the project understanding and approach for this project's scope of services.
- Qualifications and experience related to the scope, including specific experience with similar types of bridge replacement projects. Preference will be given to submitting firms that demonstrate:
  - Familiarity and experience in traffic-bearing and multi-modal bridge design.
  - Familiarity with modern construction techniques and relative costs for various bridge design options,
  - Competence and experience in preparation of permit documents for encroachments in waterbodies and floodways, such as hydrologic & hydraulic (H&H) analysis or FEMA LOMR/CLOMR documents,
  - A firm understanding of NC Building Codes and local ordinances,
  - Familiarity and experience in applicable federal, state, and local permitting.
- Relevant experience providing similar services to the Town of Chapel Hill and/or to other municipal clients.
- Organizational Chart and Key Personnel: The organizational chart shall identify the lead firm's principal who will be responsible for the work; project team members; and team members employed by sub-consultants and contractors who would be assigned to the project. SOQ shall include key team members' roles for this project and their resumé/ qualifications with emphasis on related experience; their approximate percentage of time that would be dedicated to this project; and their office locations.
- Identification of potential conflicts of interest, independence issues, or biases associated with the scope of work.
- References from at least two other customers that have had similar types of projects designed by your firm and constructed recently. References shall include the date, type, and cost of services performed and contact information for an owner's representative having knowledge of the lead firm's work. The Consultant, by making the submittal, authorizes the Town to contact any or all references.
- Anticipated Schedule: The SOQ shall include a statement or chart showing the anticipated schedule. The schedule shall identify the components of the scope of work as well as any other tasks deemed necessary or preferable and include provisions for review by Town staff.

## DETAILS OF SOQ SUBMISSION

SOQ, subject to the conditions made a part hereof, will be accepted until 3:00 P.M., on March 28, 2025, for furnishing services described herein. A tentative timeline is provided below:

**Table 1: RFQ Timeline**

Date	Event
02/26/2025	Distribution of RFQ
03/14/2025	Questions due in writing by 2:00 P.M. to Rob Gehris. at <a href="mailto:rgehris@townofchapelhill.org">rgehris@townofchapelhill.org</a>
03/21/2025	Answers to questions received will be published by 5:00 P.M. on Town website under Bid Notices at <a href="http://www.townofchapelhill.org">www.townofchapelhill.org</a>
03/28/2025	Proposals due by 3:00 P.M. (See <i>Electronic Delivery</i> below)
04/25/2025	Selection and Notification

### ***Electronic Delivery***

The Statements of Qualifications must be submitted as a pdf file attached to an e-mail message and sent to [zalam@townofchapelhill.org](mailto:zalam@townofchapelhill.org) with the following inserted in the "subject" line of the e-mail:

**" RFQ for Engineering & Permitting for Bolinwood Drive Bridge Replacement"**

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.**

### **5.0 General Bidding Requirements**

Throughout this request, the "Bidder" refers to qualified firms that submit the RFQ on time and in its entirety. Costs incurred by firms responding to this RFQ are solely their responsibility.

Bidders are required to prepare their SOQ in accordance with the instructions outlined in this part and elsewhere in this RFQ. To be eligible for consideration, the submitted SOQ must include the following:

- Cover letter stating the intentions of the proposal. Submittal must be signed certifying that the individual is authorized to submit the submittal on behalf of the consultant.
- Table of Contents
- SOQ content per Part 4.0 above
- A listing of all services available as a result of the proposal

### ***Bidder Requirements***

For the purposes of consideration, Town of Chapel Hill requires that all bidders:

- Possess qualifications and experience related to the scope, including specific experience with engineering & design services, regulatory support, and permit acquisition for roadway bridge demolition and new bridge construction.
- Possess any necessary licensing to conduct work, as outlined in the scope, in the state of North Carolina.

## **6.0 Insurance:**

Proof of insurance is not needed at the time of SOQ submittal.

The successful bidder shall procure and maintain during the life of the contract the following insurance coverage:

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:

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 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.

Hold Harmless: The Contractor agrees to indemnify and hold harmless the Town of Chapel Hill 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.

Contract Period:

The contract resulting from this SOQ shall be effective for the fiscal years 2025 - 2028.

## **7.0 Evaluation Criteria and Process**

The Town follows **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 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 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:

- Qualifications of the firm and experience on relevant and recent (within the last 5 years) projects providing similar services:
- Qualifications and experience of key personnel, project manager, and staff that will be leading the project.
- Demonstrated understanding of the Town's goals and purposes for this project, specific management approach, and the firm's ability to offer the breadth and quality of services required for this project.
- Demonstrated understanding of local conditions, permitting process, and proven experience delivering projects within budget and schedule.
- Degree of familiarity of the firm with the project's requirements and stated approach to the project.

A committee selected by the Town of Chapel Hill will review the Requests for Qualifications, rank the submittals, and make the selection based on consensus with their review committee. Personal interviews are not anticipated, but the Town reserves the right to shortlist up to (3) consultants and request an interview.

## **8.0 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." Despite 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).

### **9.0 Preparation Costs**

The Town of Chapel Hill will not pay any cost associated with the preparation, submittal, presentation, or evaluation of any statements of qualification.

### **10.0 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 evaluation of the proposal.

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:**

**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.

**Attached is a sample of the Small Service Contract that will be used.**

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.

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