



EDDIE ANDERSON

Assistant Superintendent, Operations

LEANNE N. LAWRENCE

Director, Facility Planning & Construction

**Facility Planning & Construction Department
6410 Carolina Beach Road
Wilmington, North Carolina 28412**

PROJECT ANNOUNCEMENT (DS ESSER 3-1)

INSTRUCTIONS:

This announcement is designed to comply with all applicable rules and regulations including federal requirement associated with the use of ESSER funds as well as state law and local policies. Qualified designers wishing to be considered for providing services for the projects described herein should submit the information outlined below addressed to Leanne Lawrence, Director of Facility Planning & Construction, New Hanover County Schools, 6410 Carolina Beach Road, Wilmington, North Carolina 28412, on or before **5:00 p.m. Friday, January 20, 2023**. Responses received after that time will not be considered.

Requested Submittal Information: **(ONE ELECTRONIC FILE ON USB FLASH DRIVE)**

1. Company information addressing, in order listed, each of the selection criteria of the project announcement, and
2. A current Architect-Engineer and Related Services Questionnaire (Standard Form 330).
3. Completed and Signed Request for Qualifications Designer Selection Criteria

To qualify for consideration, designers must be licensed by the appropriate North Carolina Board(s) of Registration to practice architecture or engineering and fully comply with the instructions of this project announcement.



NEW HANOVER COUNTY SCHOOLS

PROJECT 1

A. PROJECT NAME

Holly Tree Elementary School Building Envelope Improvements

B. PROFESSIONAL SERVICES REQUIRED

Architectural and Engineering Services

C. PROJECT DESCRIPTION

Project scope will include modifications to existing building envelope to improve thermal performance, remediate water and outside air infiltration, and improve indoor air quality through enhancement of wall and roof systems.

Anticipated Construction Cost: \$1,000,000.00

Schematic Design/ Design Development	March 2023 - May 2023
Construction Documents	June 2023 – August 2023
Bid & Award	September 2023
Construction	October 2023 – August 2024*

*Construction will be phased during this timeframe as deemed appropriate by NHCS to ensure uninterrupted school operation.

INSURANCE REQUIRED FOR PROJECT

The Design Consultant shall purchase and maintain insurance for protection from claims under workers' or workmen's compensation acts; claims resulting from negligent acts or omissions for damages because of bodily injury, including personal injury, sickness, disease or death of any of the Design Consultant's employees or any other person; claims for damages because of injury to or destruction of personal property including loss of use resulting therefrom; and claims arising out of the performance of this Agreement and caused by negligent acts or omissions for which the Design Consultant is legally liable. Minimum limits of coverage shall be:

- a. Workers' Compensation:



Statutory

b. Employer's Liability:

\$1,000,000.00 Each Accident
\$1,000,000.00 Policy Limit
\$1,000,000.00 Each Employee

c. Commercial General Liability
(Standard ISO Occurrence Form)

Combined Single Limit for Bodily Injury, Property Damage or Personal General Aggregate Injury of:

\$2,000,000.00 (Except Products Completed Operations Limit)
\$2,000,000.00 Products Completed Operations Aggregate Limit
\$1,000,000.00 Personal & Advertising Injury Limit
\$1,000,000.00 Each Occurrence Limit

d. Commercial Automobile Insurance including coverage for owned, non-owned and hired vehicles.

\$1,000,000.00 Combined Single Limit for Bodily Injury and Personal Damage

e. Professional Liability (Claims Made Form):

\$1,000,000.00 Each Occurrence
\$2,000,000.00 Aggregate

f. Umbrella Liability Insurance to "pay on Behalf of the Insured"

\$1,000,000.00 Limit

Evidence of such insurance shall be furnished to the Owner, and the Owner shall receive thirty (30) days prior written notice of any cancellation, non-renewal or reduction of coverage of any of the policies.



Upon notice of such cancellation, non-renewal or reduction, the Design Consultant shall procure substitute insurance so as to assure the Owner that the minimum limits of coverage are maintained continuously throughout the period of this Agreement. All insurance companies providing the above insurance shall be licensed by the Insurance Department of the State of North Carolina and maintain a rating by AM Best or similar rating company of at least an "A".

The Design Consultant shall maintain in force during the performance of this contract and for three (3) years after final completion of the Project, the Professional Liability insurance coverage referenced above. The Design Consultant shall deliver to the Owner a Certificate of Insurance for its Professional Liability coverage annually.

The Owner shall be named as additional insureds on Employer's Liability, Commercial General Liability, Commercial Automobile, and Umbrella liability policies. All insurance policies, except the Professional Liability policy, shall contain a waiver of subrogation against the Owner.

The Design Consultant shall require its consultants to maintain all types of insurance as described in these requirements and shall provide to the Owner Certificates of Insurance.

The Owner shall be under no obligation to review any Certificates of Insurance provided by the Design Consultant or to check or verify the Design Consultant's compliance with any or all requirements regarding insurance imposed by the Contract Documents. The Design Consultant is fully liable for the amounts and types of insurance required herein and is not excused should any policy or Certificate of Insurance provided by the Design Consultant not comply with any or all requirements regarding insurance imposed by the Contract Documents.

Should the Design Consultant fail to provide and maintain in force any insurance or insurance coverage required by the contract documents or by law, or should a dispute arise between owner and any insurance company of the Design Consultant over policy coverage or Limits of Liability as required herein, the Owner shall be entitled to recover from the Design Consultant all amounts payable, as a matter of law, to Owner or any of its agents, had the required insurance or insurance coverage been in force. Said recovery shall include, but is not limited to interest for the loss of use of such amounts of money, plus all attorney's fees, costs and expenses incurred in securing such determination and any other consequential damages arising out of the failure of the Design Consultant or insurance company to comply with the provisions of the Contract Documents, or any policy required hereby, or any other requirements regarding insurance imposed by law. Nothing herein shall limit any damages for which Design Consultant is responsible as matter of law.



SELECTION CRITERIA FOR ALL LISTED PROJECTS

1. Expertise and past performance in K-12 projects (35 %)
2. Staffing and proposed design team for the project (25 %)
3. Proximity to, and familiarity with, the area where the project will be located (25 %)
4. Miscellaneous (15 %)

PROPOSED SELECTION SCHEDULE FOR ALL LISTED PROJECTS

Advertisement for Design Services	Monday, January 9, 2023
Designer Response Packages Due	Friday, January 20, 2023, by 5:00 p.m.
Committee Review of Response Packages	Monday, January 23, 2023
Committee Recommendation to Superintendent	Wednesday, January 25, 2023
Final Selection by Board of Education	Tuesday, February 7, 2023