



Request for Qualifications (RFQ)
Commissioning Agent for Rolesville Police Station and Fire Station
Rolesville Town Campus
Issued: March 2, 2026
Responses Due: Friday, March 27, 2026 at 2:00 p.m.

Description

The Town of Rolesville is seeking qualifications for a Commissioning Agent for two projects related to the Rolesville Town Campus Project. The projects include an approximately 15,000 SF Police Station, and an approximately 19,500 SF Fire Station. Both projects are currently in Design Development and are anticipated to start construction in early 2027 and be complete in Spring/Summer 2028.

Background

The Town of Rolesville, North Carolina is a municipality of approximately 15,000 population, located to the northeast of the City of Raleigh. The Town is planning to construct a multi-building governmental complex on a 17-acre parcel close to the downtown area (408 East Young Street). When complete, the site is expected to include a Police Station, Fire Station, Town Hall, Community Center, and a Wake County public library.

The first phase of the project includes the site development, Police Station, and Fire Station. The current project team consists of the design team led by ADW Architects, PA, the Construction Manager at Risk (CMAR) Samet Corp, Owner's Representative Turner & Townsend Heery, and Town staff. The site preparation, Police Station, and Fire Station projects are all currently in the design development phase. The library design is currently underway with Wake County and is being entirely managed by their staff.

Scope of Commissioning Services

The Town requires the services of a Commissioning Agent (either individual or firm) to provide code-required commissioning services during construction, as well as to provide ONE (1) design review at the completion of Design Development drawings. The scope of Commissioning Services required are, but not limited to:

- Mechanical Systems
- Electrical Systems
- Plumbing Systems
- Building Equipment as needed
- Building Automation Systems and Control Sequences
- Fire Alarm Systems

The Scope of Work from the Commissioning Agent will include the following tasks:

Preconstruction/Design

- Perform Cx Design Review at 100% DD milestone including backcheck of comments in 100% CD drawings
- Perform Cx Design Review at 90% CD milestone including backcheck of comments in 100% For Construction drawings

Construction

- Hold Cx Kickoff with Design/Construction Team at start of Construction
- Perform Cx Submittal review
- Develop installation verification checklists
- Perform site visits (quantity to be determined during proposal development)
- Verify equipment installation and startup
- Develop and execute Functional Performance Testing
- Maintain a Master Deficiency and Resolution Log
- Verify resolution of items on Master Deficiency and Resolution Log

Operations

- Document Owner Training
- Develop Systems Manual
- Develop Operations & Maintenance Plan
- Perform Seasonal Testing & Verification
- Perform 10-month warranty review

NOTE: One firm will be selected for both projects; however, each project effort and associate deliverables will be performed and invoiced separately.

Format

Proposals should be presented in a well-organized and concise manner. The qualifications proposals should be no more than 15 pages in length. Covers, resumes, and Certificates of Insurance are not counted towards the page limit.

A) **Introductory Letter** to include:

- 1) Company name, address, telephone number, and website.
- 2) Name, title, email address, and telephone number of the primary contact person(s)

B) **Qualifications and Experience** to include:

- 1) Experience in providing equivalent Commissioning Agent services on similar projects for North Carolina units of government
- 2) Resumes of proposed project team members, identifying general qualifications, education, availability, and years of experience
- 3) Indicate any innovative methods and/or techniques that can be applied to this project that you have applied on prior successful projects to enhance the integration of commissioning reviews to design and construction progress

C) **References** to include:

- 1) Current contact information of at least three separate individuals with direct knowledge of your expertise
- 2) Specify the name and description of any project(s) associated with each individual, if applicable

Timeline & Submission

RFQ Issuance	3/2/26
Deadline for Clarification Questions	3/16/26 by 4:00 pm
Response to Questions Issued	3/19/26
Submittal Due Date and Time	3/27/26 by 2:00 pm
In-Person Interviews (tentative, if selected)	4/15/26 (afternoon)

Clarification Questions and Electronic Responses may be submitted to Medhat Baselious (mbaselious@rolesvillenc.gov) and Scott Miles (smiles@rolesvillenc.gov) with a cc: to Jessica Killian (jessica.killian@turntown.com).

Selection Process

Submittals will be evaluated based on:

1. Experience in similar consulting services
2. Qualifications of staff
3. Demonstration of ability to provide services
4. Performance history per references

Town Staff will review all submitted proposals. The top-ranking firms may be requested to participate in an in-person interview.

General Requirements

This solicitation and any subsequent contract shall be awarded consistent with and governed by the laws of the State of North Carolina.

Proposals submitted shall not be subject to public inspection until a contract is awarded.

The Town reserves the right to reject any or all proposals and to waive any informalities as may be permitted by law.

The Town reserves the right to request oral interviews or request additional information from any or all vendors.

The Town reserves the right to award a contract based on proposals received without further discussion or negotiation.

All proposals shall be signed by an authorized officer or employee of the submitting organization. The name of the company, contract person, telephone number, email address, and physical address shall be included.

The RFQ does not commit the Town to award, nor does it commit the Town to pay any cost incurred in the submission of a proposal, or in making necessary studies or designs for the preparation thereof, no procure or

contract for service or supplies. Further, no reimbursable cost may be incurred in anticipation of a contract or award.

Attachments

- Police Schematic Plan
- Fire Schematic Plan
- Sample Professional Services Agreement

FIRST FLOOR PLAN

- Fitness / locker rooms
- Patrol
- Training / Meeting
- Detectives
- Processing
- Administration
- Break / Coffee
- Building Support
- Circulation

FIRST FLOOR TOTAL - 14,900 SF

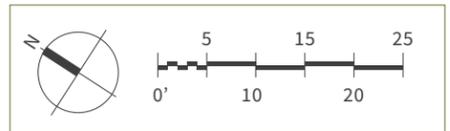


FIRST FLOOR PLAN

TRAINING AND STORAGE MEZZANINE

- Apparatus Bays / Support
- Dayroom / Dining / Kitchen
- Bathrooms
- Training
- Circulation
- Bedrooms
- Offices
- Exercise
- Building Support

FIRST FLOOR TOTAL - 18,501 SF
 MEZZANINE - 1,032 SF
 TOTAL - 19,532 SF



PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT is made between the **TOWN OF ROLESVILLE**, a North Carolina municipal corporation and body politic (the “**Town**”); and _____, a _____ (the “**Professional**”) as of _____.

W I T N E S S E T H

WHEREAS, the Town has determined it to be in the interests of the Town and the public to commission the Professional to perform services for the following project: _____

(the “**Project**”) and described with greater particularity in the Professional’s proposed scope of work attached hereto and incorporated herein as Exhibit A (the “**Proposal**”); and

WHEREAS, pursuant to the requirements of North Carolina General Statute § 143-64.31, the Town has selected the Professional to perform the services required by this Agreement on the basis of demonstrated competence and qualification for the type of professional services required.

NOW, THEREFORE, the Town and the Professional, for the consideration hereinafter set forth, agree that the Professional shall perform the professional services of the Project, consistent with the provisions of this Agreement and the Proposal, at the times, in the manner, at the prices, and at the places referred to as set forth in the Proposal.

DEFINITIONS.

- “**Agreement**” means this PROFESSIONAL SERVICES AGREEMENT, together with all exhibits attached hereto and incorporated herein.
- “**Background IP**” means the Professional’s pre-existing materials and methodologies.
- “**Change Order**” means a written amendment to this Agreement executed by both parties memorializing a change that affects compensation or schedule.
- “**Deliverables**” means the drawings, reports, specifications, data, and other tangible work product identified in Exhibit A to be furnished by Professional to Town as part of the Services.
- “**Instruments of Service**” means the Professional’s preliminary calculations, notes, models, and other technical documents prepared in providing the Services.
- “**Services**” means the professional services described in Exhibit A to be performed by the Professional.

SECTION 1. COMPENSATION AND PAYMENT. The Town shall compensate Professional as provided in the Proposal, subject to the following additional terms and requirements: For Professional’s Services in performance of the Project, total compensation is on a time and materials basis and shall not exceed _____ without a properly approved Change Order.

Reimbursable expenses as may be described in the Proposal will be paid at cost without markup and must be pre-approved; travel expenses, if allowed, are limited to rates consistent with the State of North Carolina travel policy. Each monthly invoice must include a summary by task, percent complete, labor categories and hours, rate, extended amounts, a list of reimbursables with receipts for any item over \$50, and the current not-to-exceed balance. The Town shall make payments on invoices within thirty (30) days of receipt of a complete and accurate invoice. Town shall not be obligated to pay for Services performed beyond the not-to-exceed amount or beyond the authorized scope absent a fully executed Change Order. In the event the Town questions the amount of any invoice, any sums not in dispute shall be promptly paid and the disputed amounts paid upon adjustment and/or resolution of the dispute.

SECTION 2. COMMENCEMENT OF WORK; STANDARD OF CARE. Professional agrees to begin work on the Project promptly upon receipt of a notice to proceed from the Town. Professional shall perform the Services with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances in the Research Triangle region of North Carolina. Professional shall not engage in any activity, or accept any employment, that would reasonably appear to compromise Professional’s professional judgment with respect to this Project.

SECTION 3. SCHEDULE. As soon as practicable after the date of this Agreement, Professional shall submit for the Town’s approval a schedule for the performance of services as established by the Proposal (the “**Schedule**”). The Schedule shall establish an estimate of the time necessary for completion of tasks, task categories, and the Project to a state of final deliveries. The Schedule shall include allowances for periods of time required for the Town’s review of drafts.

Once the Schedule is agreed to by the Town, it shall be the responsibility of Professional to maintain reasonable progress consistent with the Schedule. If for any reason it appears any task of the Project will be delayed, the Professional shall notify the Town, in writing, prior to the due date of that phase with an explanation of the reason(s) for the delay. If the delay(s) are approved by the Town, the Schedule shall be modified and the agreement may be amended as necessary. Failure to give the required notification of delay or failure to meet the Schedule timeline shall constitute failure to perform in accordance with the terms of this Agreement and this Town may pursue all remedies provided by law or equity, including Agreement termination.

Town may, for its convenience, direct Professional to suspend all or part of the Services by written notice. Professional shall promptly resume upon Town’s direction and propose a recovery schedule; schedule and compensation impacts, if any, will be addressed by Change Order.

SECTION 4. SCOPE OF SERVICES; DELIVERABLES; CHANGES. Professional shall perform the Services and furnish to Town the Deliverables. Town may, by written directive, make changes to the scope, sequence, or timing of the Services. Any change that affects compensation of Professional or the timing of the Schedule must be memorialized in a written Change Order executed by both parties before the changed work is performed. Professional shall, without additional cost to Town, promptly correct any portion of the Services or Deliverables that fails to meet the standard of care, if Town notifies Professional within one year after final acceptance of the applicable Deliverable.

SECTION 5. INSURANCE. Professional, at its own expense, shall maintain the following insurance throughout the term of this Agreement and, for claims-made professional liability, for not less than three (3) years after final completion:

- Commercial General Liability: \$1,000,000 per occurrence; \$2,000,000 general aggregate; \$2,000,000 products/completed operations aggregate.
- Automobile Liability (any auto): \$1,000,000 combined single limit.
- Workers' Compensation: Statutory; Employers' Liability: \$500,000 each accident/disease.
- Professional Liability (Errors & Omissions): \$2,000,000 per claim; \$2,000,000 aggregate; claims-made form with retroactive date no later than the Effective Date.

Town, its officers, officials, employees, and agents shall be named as additional insureds on the Commercial General Liability and Auto Liability policies for ongoing and completed operations, on a primary and non-contributory basis, with a waiver of subrogation in favor of Town on CGL, Auto, and Workers' Compensation where permitted by law. Insurers shall be licensed in North Carolina with an A.M. Best rating of A- VII or better. Certificates of insurance (Exhibit B) and required endorsements shall be provided before issuance of a notice to proceed and upon renewal. Failure to maintain required insurance is a material breach.

SECTION 6. INDEMNIFICATION; GOVERNMENTAL IMMUNITY. Professional indemnifies and holds harmless the Town and its officers, officials, employees, and agents from and against claims, damages, losses, and expenses, including reasonable attorneys' fees, but only to the extent caused by the negligent acts or omissions or willful misconduct of Professional, its employees, or subconsultants in the performance of the Services. This indemnity shall not require Professional to indemnify Town for Town's own negligence or for the negligence of others. Nothing herein shall be construed as a duty to defend. Nothing in this Agreement shall be construed as a waiver of Town's governmental or sovereign immunity or any other defenses available to Town under North Carolina law. Any limitation of Professional's liability or exclusion of damages shall be void and of no effect against Town unless expressly set forth in this Agreement and approved by Town's authorized official.

SECTION 7. INTELLECTUAL PROPERTY; OWNERSHIP; LICENSE. Upon Town's payment for the applicable Services, Town shall own the Deliverables. Professional retains ownership of its Instruments of Service and its Background IP; however, Professional grants Town a perpetual, irrevocable, royalty-free, non-exclusive license to use, reproduce, and create derivative works from the Instruments of Service and Background IP as embedded in or necessary to use the Deliverables for Town's governmental purposes related to the Project, including future maintenance, alterations, or additions. Professional shall obtain equivalent rights from subconsultants.

SECTION 8. PUBLIC RECORDS; CONFIDENTIALITY; TRADE SECRETS. Professional acknowledges that Town is subject to North Carolina public records law. Records in Professional's possession that are made or received in connection with the transaction of public business may be public records. Professional shall clearly mark any portion of materials it contends

are trade secrets under applicable law at the time of submission and provide a legal basis for the same. Town will use reasonable efforts to notify Professional of public records requests implicating such materials but will make disclosures as required by law.

SECTION 9. RECORDS RETENTION AND AUDIT. Professional shall maintain complete and accurate project and accounting records sufficient to document performance and charges under this Agreement for a period of at least five (5) years after final payment. Town, its auditors, and state/federal authorities may audit such records upon reasonable notice.

SECTION 10. DATA SECURITY. If Professional will access Town data that includes personal or confidential information, Professional shall implement and maintain appropriate safeguards and shall notify Town without unreasonable delay upon discovery of any data breach impacting such data, cooperating with Town's incident response.

SECTION 11. PUBLIC ANNOUNCEMENTS. Unless otherwise required by applicable law Professional shall issue any press releases, make any public announcements, or otherwise communicate with any news media in respect of this Agreement or the transactions contemplated hereby without the prior written consent of the Town, (which consent shall not be unreasonably withheld), and the parties shall cooperate as to the timing and contents of any such approved announcements.

SECTION 12. SUBCONSULTANTS AND KEY PERSONNEL. Professional shall not use any subconsultants not referenced in the Proposal without Town's prior written consent. Professional shall not replace any key personnel identified in the Proposal without Town's prior written consent, not to be unreasonably withheld. Professional shall cause its subconsultants to agree in writing to terms no less protective of Town than those in this Agreement.

SECTION 13. REPRESENTATIONS & COMPLIANCE WITH LAW. Professional represents and warrants that it is duly organized, validly existing, and in good standing in its state of organization; is authorized to transact business in North Carolina; and that all services requiring a professional license will be performed under the responsible charge of a duly licensed North Carolina professional. Professional further certifies that: (a) Professional and its subconsultants will comply with all applicable laws; (b) Professional participates in E-Verify as required by North Carolina law; (c) Professional is not debarred or otherwise excluded from federal or state contracts; (d) Professional is not on any list maintained by the North Carolina State Treasurer prohibiting public contracting; (e) Professional will not discriminate in employment; and Professional further warrants that Professional has no conflicts of interest in the entering of this Agreement and has not made improper gifts to Town officials.

SECTION 14. INDEPENDENT CONTRACTOR. Professional is an independent contractor and not an employee, agent, or partner of Town. Professional has exclusive control over the manner and means of performing the Services, subject to the requirements of this Agreement.

SECTION 15. ADDITIONAL SERVICES. In the event the Town requests that Professional perform services over, above, and beyond the services described herein as part of the Project scope, Professional shall be paid for such additional services as agreed upon by the parties in writing prior to beginning the work.

SECTION 16. TERMINATION OF AGREEMENT.

16.1 The Town may terminate this Agreement for any reason upon ten (10) calendar days' written notice.

16.2 This Agreement may be terminated by either party upon seven (7) calendar days' written notice should one party fail to perform in accordance with the terms of this Agreement through no fault of the other.

In event of termination, the Professional shall receive payment for Services properly performed prior to the effective date of termination, subject to any setoffs. Upon termination, Professional shall deliver to Town all completed Deliverables and work-in-progress, in editable native formats to the extent practicable.

SECTION 17. NO PLEDGE OF TAXING POWER; PREAUDIT. Professional acknowledges that all terms and conditions of this Agreement are dependent upon appropriation of funds. This Agreement shall automatically terminate if funds cease to be available. Pursuant to the Local Government Budget and Fiscal Control Act, this Agreement shall not be effective until the Finance Officer has preaudited this obligation by executing the certificate included on the signature page of this Agreement. No work shall begin and no payment shall be due until the preaudit certificate has been executed.

SECTION 18. GOVERNING LAW. This Agreement and all matters arising out of or relating to this Agreement shall be governed by and construed in accordance with the internal laws of the State of North Carolina without giving effect to any choice or conflict of law provision or rule (whether of the State of North Carolina or any other jurisdiction).

SECTION 19. DISPUTE RESOLUTION. Any claim, dispute, or other matter in question arising out of or related to this Agreement shall be subject to mediation pursuant to guidelines of the North Carolina Dispute Resolution Commission. Pending the resolution of any dispute, the Professional shall continue to render services under this Agreement and the Town shall continue to make payments of amounts due the Professional under this Agreement. If the parties are not able to resolve a dispute through mediation pursuant to this Section, either may proceed with litigation in the courts of Wake County, North Carolina who shall have exclusive jurisdiction over the matter.

SECTION 20. ATTORNEYS' FEES. In the event that either party institutes any legal suit, action, or proceeding, including mediation, arbitration, or a referee/special meeting arising out of or relating to this Agreement, the prevailing party in the suit, action, or proceeding shall be entitled to receive, in addition to all other damages to which it may be entitled, the costs incurred by such party in conducting the suit, action, or proceeding, including reasonable attorneys' fees and expenses and court costs.

SECTION 21. ASSIGNMENT. Professional may not assign any of its rights or delegate any of its obligations hereunder without the prior written consent of the Town. Any purported assignment or delegation in violation of this Section shall be null and void. No permitted assignment or delegation shall relieve the Professional of any of its obligations hereunder.

SECTION 22. SUCCESSORS AND ASSIGNS. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective permitted successors and permitted assigns

SECTION 23. FORCE MAJEURE. No party shall be liable or responsible to the other party nor be deemed to have defaulted under or breached this Agreement for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from one or more of the following: (a) acts of God; (b) flood, fire, earthquake, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest; (d) government order or law; (e) actions, embargoes, or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority; or (g) national or regional emergency (each a **“Force Majeure Event”**). The party suffering a Force Majeure Event shall give Notice promptly to the other party and shall use diligent efforts to end the failure or delay and ensure its effects are minimized. Financial inability to perform shall not constitute a Force Majeure Event.

SECTION 24. NOTICES. All notices, requests, consents, claims, demands, waivers, and other communications hereunder, whether required by this Agreement or in any way related to the transaction contracted for herein (each, a **“Notice”**) shall be void and of no effect unless given in accordance with the provisions hereof. A Notice shall be in writing and shall be deemed to have been given (a) when delivered by hand by addressee (with written confirmation of receipt) or upon refusal of delivery; (b) when received by the addressee if sent by a nationally recognized overnight courier (with written confirmation of receipt) or upon refusal of delivery; (c) on the date sent by email (with confirmation of transmission) if sent during normal business hours; or (d) on the fourth (4th) day fter the date mailed, by certified or registered mail (in each case, return receipt requested, postage pre-paid).

Notices must be sent to the respective parties at the following addresses, addressed as follow (or at such other address for a party as shall be specified in a Notice given in accordance with this Section):

If to the Town:

If to the Professional:

SECTION 25. NO WAIVER. No failure or delay by either party in exercising any right shall operate as a waiver of that right, nor shall any single or partial exercise of any right preclude any other or further exercise of that right or the exercise of any other right.

SECTION 26. SEVERABILITY. If any provision of this Agreement is held invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not be affected or impaired.

SECTION 27. NO THIRD-PARTY BENEFICIARIES. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns, and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

SECTION 28. EXTENT OF AGREEMENT. This Agreement represents the entire and integrated agreement between the Town and the Professional and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by a subsequent written instrument.

SECTION 29. HEADINGS. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

SECTION 30. EXHIBITS. All exhibits attached hereto are incorporated into this Agreement.

SECTION 31. ORDER OF PRECEDENCE. In the event of a conflict between this Agreement and any exhibit, including the Proposal, the terms of this Agreement control.

SECTION 32. COUNTERPARTS. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement, or executed counterpart signature pages of this Agreement, delivered by fax, email in portable document format (pdf), or other electronic transmission intended to preserve the original graphic appearance of the document shall be deemed to have the same legal effect as delivery of an original, signed copy of this Agreement. Without limiting the foregoing, a copy of this Agreement or any other writing required under this Agreement that is executed with an electronic signature as defined by the Uniform Electronic Transactions Act (N.C. Gen. Stat. § 66-311 et seq.) shall be deemed as binding upon the maker as any signature or mark made by ink or otherwise.

SECTION 33. EFFECTIVE DATE. The effective date of this Agreement shall be the later of the dates of execution of this Agreement as conclusively determined from the dates written beneath the parties' respective signatures.

***REMAINDER OF PAGE INTENTIONALLY BLANK
SIGNATURE & EXHIBIT PAGES FOLLOW***

IN WITNESS WHEREOF, the Town and the Professional have each executed this Agreement, as of the date set forth beneath their respective signature blocks.

The “Professional”

By: _____
Name: _____
Title: _____
Date: _____

The “Town”

TOWN OF ROLESVILLE

By: _____
Name: _____
Title: _____
Date: _____

PREAUDIT CERTIFICATE

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

Finance Officer

EXHIBIT A
Proposal/Scope of Services