



REQUEST FOR QUALIFICATIONS

FIRE STATION #2

ARCHITECTURAL DESIGN, BID DOCUMENTS & CONSTRUCTION ADMINISTRATION

Town of Waynesville, North Carolina

16 South Main Street

Waynesville, NC 28786

828-452-2491

1. PURPOSE

The Town of Waynesville, North Carolina is soliciting Statements of Qualifications (SOQ) from qualified Architectural/Engineering (A/E) firms to provide comprehensive professional services for the design and construction administration of a new fire station.

Services shall include, but are not limited to site evaluation, schematic design, design development, construction documents, independent cost estimating, bidding, construction administration, resident inspection, code compliance, and project closeout.

This procurement will follow Qualifications-Based Selection (QBS) procedures in accordance with applicable North Carolina law and federal requirements. Cost or price shall not be used as an evaluation factor and will be negotiated with the top-ranked firm.

2. PROJECT OVERVIEW

Fire Station #2 (Mosaic Drive – Hazelwood Area)

The proposed project will be constructed on a 3.3-acre site located in the western portion of the Town, within approximately one-quarter mile of the Smoky Mountain Expressway.

Project Details:

- Approximate building size: 14,000–15,000 square feet
- Capacity: Two (2) companies / eight (8) firefighters
- Four (4) drive-thru apparatus bays (double-depth capable)
- Office space for Fire Chief and Battalion Commander
- Training/meeting room (minimum capacity: 20 people)
- Six (6) bunk spaces
- Designed to meet LEED principles (certification not required)
- Solar-ready design (roof and/or site integration)
- Maximum total project budget: \$6,000,000

The design should reflect cost-efficiency and compatibility with existing Town facilities.

OBJECTIVES

The Town of Waynesville, North Carolina, proposes to retain a highly qualified firm to plan and design the project for a lump sum fee. The successful Firm will negotiate a fee for Fire Station #2. The successful Firm shall be familiar with local design themes and development processes. The Town of Waynesville, as sole owner, and, as such, shall make all financial and design decisions.

3. PROCUREMENT COMPLIANCE

This procurement is conducted in accordance with:

- 2 CFR Part 200
- Applicable North Carolina public procurement statutes (Mini-Brooks Act)
- USDA Rural Development requirements (RD Instruction 1942-A)

The Town will ensure full and open competition and will not apply geographic preferences except where permitted by law.

4. SCOPE OF SERVICES

The selected firm shall provide services including, but not limited to:

Phase 1: Conceptual Design & Preliminary Architectural Report (PAR)

- Site analysis and environmental considerations
- Conceptual design alternatives
- Preliminary Architectural Report (PAR) per RD Instruction 1942-A, Guide 6
- Development of total project budget (USDA Form SF-424C)
- Needs assessment and alternatives analysis

Phase 2: Design Development & Construction Documents

- Complete design development
- Preparation of plans and specifications
- Coordination with Town and regulatory agencies
- Incorporation of USDA-required contract provisions

Phase 3: Bidding & Negotiation

- Management of the competitive bidding process in compliance with both NC State Statutes and USDA procurement regulations.
- Ensuring all bidders provide the required Debarment (AD-1048) and Lobbying (1940-Q) certifications.

Phase 4: Construction Administration & Resident Inspection

- Full construction administration services
- Full-time resident project representation (unless waived)
- Monthly progress meetings and reporting
- Review of pay applications (subject to USDA concurrence)

Phase 5: Project Closeout

- Record (“as constructed”) drawings
- Warranty inspection (11-month)
- Final documentation and USDA closeout compliance

5. USDA RURAL DEVELOPMENT REQUIREMENTS

This project is funded through the USDA Rural Development Community Facilities Program and must comply with all applicable requirements, including:

- RD Instruction 1942-A
- Agency concurrence at all major project milestones
- Use of AIA B101-2017 with USDA-required modifications
- Compliance with the **Build America, Buy America Act (BABAA)**
- Required federal certifications (debarment, lobbying, etc.)

6. SUBMITTAL REQUIREMENTS

Firms shall submit the following:

- Firm name, address, and organizational structure
- Names and license numbers of key personnel
- Relevant project experience (minimum of three similar fire station projects)
- Experience with USDA or federally funded projects
- Qualifications of assigned project team
- References (minimum of three)
- Record of past performance, including any litigation
- Certification of accuracy of submitted information

Submission Format:

- One (1) hard copy
- One (1) electronic copy (PDF via email or USB drive)

7. EVALUATION CRITERIA

Firms will be evaluated based on qualifications only:

- Relevant project experience – 35 points
- Experience with USDA/federal funding – 25 points
- Knowledge of North Carolina public construction laws – 20 points
- Sustainable design experience (including solar integration) – 20 points

Total: 100 points

8. SELECTION PROCESS

A selection committee will evaluate all submissions and may shortlist firms for interviews.

The Town will:

1. Rank firms based on qualifications
2. Enter negotiations with the top-ranked firm
3. Perform a cost/price analysis
4. Proceed to the next-ranked firm if negotiations fail

Final selection is subject to Town Council approval.

9. FEDERAL COMPLIANCE REQUIREMENTS

Debarment & Suspension

The selected firm must not be debarred or suspended. The Town will verify status via SAM.gov.

Conflict of Interest

No employee, officer, or agent of the Town shall participate in selection if a conflict of interest exists.

Cost Analysis

The Town will perform a documented cost analysis prior to contract award.

Record Retention

All procurement records shall be retained for a minimum of three (3) years after project closeout.

10. SUBMISSION DEADLINE & CONTACT

Deadline: Thursday, April 30, 2026, at 3:00 PM (EST)

Submit To:

Chris Mehaffey, Fire Chief
Town of Waynesville
1022 North Main Street
Waynesville, NC 28786

Contact Information:

Email: cmehaffey@waynesvillenc.gov
Phone: (828) 456-6151

All questions must be directed to the contact above.

11. GENERAL TERMS

- The Town reserves the right to reject any or all submissions
- The Town may waive informalities or irregularities
- This project is contingent upon USDA funding approval
- The Town is not responsible for costs incurred in proposal preparation

12. ATTACHMENTS

- USDA RD Instruction 1942-A, Guide 27 (Attachment 1)
- AIA B101-2017 Agreement with USDA Modifications
- General Terms & Conditions
- Affidavit A - Listing of Good Faith Efforts
- Affidavit B – Intent to Perform Contract with Own Workforce

ATTACHMENT TO AIA DOCUMENT B101-2017, Standard Form of Agreement Between Owner and Architect

The provisions of this Attachment shall delete, modify and supplement the provisions contained in the "Standard Form of Agreement Between Owner and Architect," AIA Document B101-2017. The provisions contained in this Attachment will supersede any conflicting provisions of the AIA Document. The term "Agency," as used in this Attachment, shall mean the United States of America, acting through the United States Department of Agriculture.

ARTICLE 3, SCOPE OF ARCHITECT'S BASIC SERVICES Add the words "and concurrence by the Agency" after "Owner's approval" in subparagraph 3.2.5, subparagraph 3.3.1 and subparagraph 3.4.1. Delete subparagraphs 3.2.6 and 3.2.7 Add the following subparagraphs:

3.2.6. The Architect shall provide the Owner with the appropriate documentation showing the Schematic Design and the estimated Project cost to the Owner to seek the concurrence of the Agency. When the Owner has accepted and the Agency has concurred on the Schematic Design studies and estimated Project cost, the project Architect may be authorized to proceed with the Design Development Documents.

3.2.7. The Architect shall attend conferences with the Owner; representatives of the Agency and other interested parties as may be reasonably necessary.

3.4 CONSTRUCTION DOCUMENTS PHASE SERVICES

3.4.6 The Architect shall certify in writing, to the best of the Architect's knowledge, information and belief, that the Drawings and Specifications are in conformance with the applicable development standard, as defined in Agency regulations furnished by the Owner under subparagraph 5.1.

3.4.7 Prior to advertisement for bids, the Architect shall provide____sets of Construction Documents for use by the Owner, the Agency and the appropriate Federal, State and local agencies from whom approval of the Project must be obtained. The reproduction cost of such Construction Documents shall be included in the compensation paid to the Architect, notwithstanding subparagraph 11.8. The Owner shall obtain Agency concurrence with the Construction Documents, estimated Project costs, and authorization to proceed in writing prior to advertisement for bids.

3.5.2 COMPETITIVE BIDDING

Add the following subparagraph to 3.5.2.2:

.5 furnishing additional copies of the Construction Documents as requested by the prospective bidders, and other interested parties, and owner may charge them a reasonable cost for such copies.

3.6 CONSTRUCTION PHASE SERVICES

Add the following to subparagraph 3.6.1.1 after the words "Contract for Construction": "and the conditions of RD Instruction 1942-A, Guide 27, Attachment 4".

Delete the first sentence of subparagraph 3.6.1.2 and substitute the following:

3.6.1.2 The Architect shall be a representative of and shall advise and consult with the Owner during construction until final payment to the Contractor is paid, and at the Owner's direction during the period of correction of the Work described in the Contract for Construction. The Architect shall furnish architectural services and consultations necessary to correct minor construction defects encountered during such correction period. The Architect shall assist the Owner in performing a review of the Project during the 11th month after the date of substantial completion. Such services shall be furnished without additional charge except for travel and subsistence costs.

Delete the following words from subparagraph 3.6.1.3 after the word, "terminates": "on the date the Architect issues the final Certificate for Payment" and substitute the words "at the expiration of the warranty period described in the Contract for Construction."

Add the following subparagraphs to paragraph 3.6.1:

3.6.1.4 Upon award of the construction contract, the Architect shall furnish to the Owner _____ sets of Construction Contract Documents for execution. The costs of these sets shall be included in the compensation to the Architect notwithstanding subparagraph 11.8.

3.6.1.5 The Architect shall participate in the Preconstruction Conference and shall advise and consult with the Owner and the Agency.

Add to subparagraph 3.6.2.1 following the first sentence, "Such visits to the site shall be documented in writing on inspection report forms acceptable to the Owner and the Agency. Copies shall be furnished to the Owner, Contractor and the Agency."

Add the following subparagraph to paragraph 3.6.2:

3.6.2.6 The Architect shall advise the Owner and the Agency of required tests, inspections and test results; shall furnish coordination of such tests and inspections; and shall advise the Owner and the Agency of the results of same. Copies of tests results shall be furnished upon request to the Owner, and the Agency.

Add the following subparagraph to paragraph 3.6.3:

3.6.3.4 The Architect shall obtain Agency concurrence on all Certificates of Payment before payment is made.

Modify subparagraph 3.6.5.1 as follows: Add the following to the end of the subparagraph: “Preparation of Change Orders which do not substantially affect the Project shall be included in the compensation computed in paragraph 11.1. The Owner, with the assistance of the Architect, shall obtain Agency concurrence in writing for all change orders prior to the performance of the Work.”

Delete subparagraphs 3.6.6.1.1, and substitute the following:

3.6.6.1.1 The Architect shall conduct an inspection prior to the issuance of the Certificate of Substantial Completion and shall submit a written report of work to be completed to the Owner, the Agency and the Contractor prior to final acceptance. The Architect shall notify the Agency about inspection allowing reasonable time for the Agency's representative to attend. Such services shall be coordinated with the Agency. Prior to submitting the final Certificate for Payment, the Architect shall; 1) conduct an inspection to determine compliance with the requirements of the Contract Documents, and 2) receive and forward it to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor.

ARTICLE 4, SUPPLEMENTAL AND ADDITIONAL SERVICES

Insert the word "Architect" under the heading "Responsibility" for line items 4.1.1.11, 4.1.1.12, and 4.1.1.15 in the chart.

Add the following subparagraphs to paragraph 4.1.2 below the chart:

4.1.2.1.1 The Architect shall provide a cost estimate based on Construction Contract Documents. The estimate shall show a breakdown of the project cost in accordance with Rural Development requirements and procedures.

4.1.2.1.2 The selection and compensation of the Project Representative, if required, shall be concurred in by the Agency.

4.1.2.1.3 ____ sets of Record Drawings shall be provided to the Owner. The costs of these sets shall be included in the compensation to the Architect notwithstanding Subparagraph 11.8.

ARTICLE 5, OWNER'S RESPONSIBILITIES

Add the following subparagraph to Article 5: 5.16 Owner shall provide Agency design and construction document regulations and guides to the Architect, upon request. The Owner shall provide information on requirements and procedures of the Agency.

ARTICLE 6, COST OF THE WORK

Add the following paragraph to Article 6:

6.8 The Architect shall consult with the Agency Architect or Engineer about the Agency's requirements and procedures.

ARTICLE 8, CLAIMS AND DISPUTES

Delete the words "unless the parties mutually agree otherwise" and substitute the words "if the parties mutually agree" in the first sentence of subparagraph 8.3.1.

ARTICLE 9, TERMINATION OR SUSPENSION

Delete the second sentence in subparagraph 9.2 and substitute the following:

When the Project is resumed, the Architect's compensation may be equitably adjusted, as mutually agreed, to provide for expenses incurred in the interruption and resumption of the Architect's services.

Insert the words "as mutually agreed" after "OWNER SHALL COMPENSATE THE ARCHITECT" in subparagraph 9.6.

ARTICLE 10, MISCELLANEOUS PROVISIONS

Add the following subparagraphs:

10.10 This Agreement and any amendments to this Agreement shall not be in full force and effect until concurred with in writing by the Agency State Director or the State Director's delegate. Such concurrence shall be evidenced by the signature of such a representative of the Agency in the space provided at the end of this Agreement.

10.11 If applicable, the Architect shall comply with section 319 of Public Law 101-121, as supplemented by the Department of Agriculture regulations (7 CFR part 3018). This statute pertains to restrictions on lobbying and applies to the recipients of contracts and subcontracts that exceed \$100,000 at any tier under a Federal loan that exceeds \$150,000 or a Federal grant that exceeds \$100,000. If applicable, the Architect must complete a certification form on lobbying activities related to a specific Federal loan or grant that is a funding source for this Contract. The certification and disclosure forms shall be provided by the Owner.

10.12: The Architect agrees to abide by the requirements under Executive Order 12549, which pertains to the debarment or suspension of a person from participating in a Federal program or activity. If the total compensation described in Article 1.5 exceeds \$25,000, the Architect shall complete the relevant certification form provided by the Owner.

ARTICLE 11, COMPENSATION

Add the following subparagraph to paragraph 11.10:

11.10.2.4 The Architect shall provide a detailed cost estimate for Reimbursable Expenses as defined in subparagraph 11.8., which shall be attached and made a part of this Agreement. The cost estimate must be approved in writing by the Owner and shall be concurred with in writing by the Agency before the services are rendered. The billings for reimbursable services shall not exceed the budgeted amount without prior approval of the Owner with the concurrence of the Agency. The Agency may not concur in requests for payments which exceed the budgeted amount unless it is established that funds are available for such expenditures.

ARTICLE 12, SPECIAL TERMS AND CONDITIONS

Add the following subparagraph 12.1:

12.1 This Agreement is modified and supplemented by RD Instruction 1942-A, Guide 27, Attachment 1.

ARTICLE 13, SCOPE OF THE AGREEMENT

Delete the word "both" from the end of the second sentence in subparagraph 13.1 and conclude the sentence with "Owner, Architect and Agency".

SIGNATURE BLOCK:

Delete the signature block on page 18 of this Agreement and substitute the following:

IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed by their duly authorized officials, this Agreement in duplicate on the respective dates indicated below.

OWNER:

ATTEST: _____	By _____
Type Name _____	Type Name _____
Title _____	Title _____
Date _____	Date _____

ARCHITECT:

ATTEST: _____	By _____
Type Name _____	Type Name _____
Title _____	Title _____
Date _____	Date _____

The United States of America, as potential lender or insurer of funds to defray the costs of this agreement and without liability for any payments thereunder, hereby concurs in the form, content and the execution of this agreement.

U.S. Department of Agriculture Rural Development Rural Housing Service

By _____
Type Name _____
Title _____
Date _____

ATTACHMENT TO AIA DOCUMENT B101-2017, Standard Form of Agreement Between Owner and Architect

The provisions of this Attachment shall delete, modify and supplement the provisions contained in the "Standard Form of Agreement Between Owner and Architect," AIA Document B101-2017. The provisions contained in this Attachment will supersede any conflicting provisions of the AIA Document. The term "Agency," as used in this Attachment, shall mean the United States of America, acting through the United States Department of Agriculture.

When the project is not subject to the Build America, Buy America Act the provisions in bold do not apply.

ARTICLE 1, INITIAL INFORMATION

Delete the following references from subparagraph 1.1.5:

“accelerated or fast-track scheduling”

Add the following subparagraphs and clauses to subparagraph 1.1.12:

1.1.12.1 Build America, Buy America Act Domestic Preference Requirements for Federal Financial Assistance to Non-Federal Entities. Federal Financial Assistance to Nonfederal Entities, defined pursuant to 2 CFR 200.1 as any State, local government, Indian tribe, Institution of Higher Education, or nonprofit organization, shall be governed by the requirements of Section 70914 of the Build America, Buy America Act (BABAA), under Title IX of the Infrastructure Investment and Jobs Act, Pub. L. 177-58. Any requests for waiver of these requirements must be submitted pursuant to USDA's guidance available online at USDA Buy America Waivers for Federal Financial Assistance | USDA.

1.1.12.1.1 This agreement is for services related to a project that is subject to the Build America, Buy America Act (BABAA) requirements under Title IX of the Infrastructure Investment and Jobs Act (“IIJA”), Pub. L. 177-58. Absent an approved waiver, all iron, steel, manufactured products, and construction materials used in this project must be produced in the United States, as further outlined by the Office of Management and Budget’s regulation (reference 2 CFR 200) on the application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure.

1.1.12.1.2 The Designer, Architect, and / or Engineer shall be responsible for:

.1 Providing opinions of costs and revisions thereof that reflect compliance with BABAA requirements.

.2 Determining and certifying that to the best of Provider’s knowledge and belief all iron and steel products, manufactured products, and construction materials referenced in any technical

analysis/report; the plans, specifications, and bidding documents; any bid addenda; and change orders comply with all federal requirements, including BABAA.

.3 Reviewing and approving or taking action with respect to shop drawings, samples, and other required Contractor submittals, including applications for payment, to ensure compliance with BABAA requirements.

.4 Reviewing substitutions and “or equals” for conformity with contract conditions, Rural Development (RD) regulations, and BABAA requirements.

.5 Obtaining and reviewing manufacturers and contractor’s certifications on compliance with BABAA requirements and maintain copies of certifications in project files.

.6 Assisting the Owner, if needed, in due diligence related to any BABAA waiver request.

ARTICLE 2, ARCHITECT’S RESPONSIBILITIES

Delete the second sentence from paragraph 2.5.

ARTICLE 3, SCOPE OF ARCHITECT’S BASIC SERVICES

Add the following subparagraph to subparagraph 3.1.5:

3.1.5.1 The Architect shall consult with the Agency Architect or Engineer about the Agency’s requirements and procedures.

Paragraph 3.2, SCHEMATIC DESIGN PHASE SERVICES

Add the following subparagraph to paragraph 3.2.2

3.2.2.1 The Architect shall prepare a Preliminary Architectural Report (PAR) as outlined in RD Instruction 1942-A Guide 6 “Preliminary Architectural Feasibility Report”.

Add the words "and concurrence by the Agency" after “Owner’s approval" at the end of the first sentence in subparagraph 3.2.5.

Delete subparagraph 3.2.7 in its entirety and substitute the following:

3.2.7 The Architect shall provide the Owner with the appropriate Schematic Design Documentation and estimated project cost to seek the concurrence of the Agency. When the Owner has accepted and the Agency has concurred on the Schematic Design Documents and estimated project cost, the project Architect may be authorized to proceed with the Design Development Documents.

Add the following subparagraph to read as follows:

3.2.8 The Architect shall attend conferences with the Owner, representatives of the Agency, and other interested parties as may be reasonably necessary.

Paragraph 3.3, DESIGN DEVELOPMENT PHASE SERVICES

Add the words "and concurrence by the Agency" after "Owner's approval" at the end of the first sentence in subparagraph 3.3.1.

Delete subparagraph 3.3.3 in its entirety and substitute the following:

3.3.3 The Architect shall provide the Owner with the appropriate Design Development Documentation and updated estimated project cost to seek the concurrence of the Agency. When the Owner has accepted and the Agency has concurred on the Design Development Documents and updated estimated project cost, the project Architect may be authorized to proceed with the Construction Documents.

Paragraph 3.4, CONSTRUCTION DOCUMENT PHASE SERVICES

Add the words "and concurrence by the Agency" after "Owner's approval" at the end of the first sentence in subparagraph 3.4.1.

Delete subparagraph 3.4.5 in its entirety and substitute the following:

3.4.5 The Architect shall provide the Owner with the appropriate Construction Documents and updated estimated project cost to seek the concurrence of the Agency. When the Owner has accepted and the Agency has concurred on the Construction Documents and updated estimated project cost, the project Architect may be authorized to proceed with the Bidding and Contract Documents.

Add the following subparagraphs:

3.4.6 The Architect shall certify in writing, to the best of the Architect's knowledge, information, and belief, that the Drawings and Specifications are in conformance with the applicable development standard, as defined in Agency regulations furnished by the Owner under subparagraph 5.16.

3.4.7 Prior to advertisement for bids, the Architect shall provide _____ sets of the Bidding and Contract Documents for use by the Owner, the Agency, and the appropriate Federal, State, and local agencies from whom approval of the project must be obtained. The reproduction cost of such Documents shall be included in the compensation paid to the Architect. The Owner shall obtain Agency concurrence with the Bidding and Contract Documents, estimated project costs, and written authorization to proceed prior to advertisement for bids as applicable.

Paragraph 3.5, PROCUREMENT PHASE SERVICES

Add the following clause to subparagraph 3.5.2.2:

.5 furnishing additional copies of the Construction Documents as requested by the prospective bidders, and other interested parties, and owner may charge them a reasonable cost for such copies.

Paragraph 3.6, CONSTRUCTION PHASE SERVICES

Add the words “, and the conditions of RD Instruction 1942-A, Guide 27, Attachment 4.” after "Contract for Construction" in subparagraph 3.6.1.1.

Delete the first sentence of subparagraph 3.6.1.2 and substitute the following:

“The Architect shall be a representative of and shall advise and consult with the Owner during construction until final payment to the Contractor is paid, and at the Owner's direction during the period of correction of the Work described in the Contract for Construction. The Architect shall furnish architectural services and consultations necessary to correct minor construction defects encountered during such correction period. The Architect shall assist the Owner in performing a review of the project during the 11th month after the date of substantial completion. Such services shall be furnished without additional charge except for travel and subsistence costs”.

Delete the following, “on the date the Architect issues the final Certificate for Payment”, and replace it with, "at the expiration of the warranty period described in the Contract for Construction.", in subparagraph 3.6.1.3.

Add the following subparagraphs to paragraph 3.6:

3.6.1.4 Upon award of the construction contract, the Architect shall furnish to the Contractor _____ sets of Construction Contract Documents for execution of the work. The costs of these sets shall be included in the compensation to the Architect notwithstanding subparagraph 11.8.

3.6.1.5 The Architect shall participate in the Preconstruction Conference prior to the start of construction and shall advise and consult with the Owner and the Agency.

3.6.1.6 On-site pay/progress meetings no less than once a month during the periods of active construction. Meeting minutes must be distributed promptly to the Owner, the Contractor, and the Agency.

Add the following after the first sentence of subparagraph 3.6.2.1

“Such visits to the site shall be documented in writing on inspection report forms acceptable to the Owner and the Agency.

Copies shall be furnished to the Owner, the Contractor or Construction Manager, and the Agency.”

Add the following to subparagraph 3.6.2.5 after the words "AIA Document A201-2017": "with RD Instruction 1942-A, Guide 27, Attachment 4."

Add the following subparagraph to paragraph 3.6:

3.6.2.6 The Architect shall advise the Owner and the Agency of required tests, inspections, and test results; and shall advise the Owner and the Agency of the results of same. Copies of tests results shall be furnished upon request to the Owner and the Agency.

Add the following subparagraphs to paragraph 3.6:

3.6.3.4 All Certificates of Payment shall receive Agency concurrence before payment is made.

Delete the words ", Construction Change Directives" and add the words “and Agency concurrence” after the words “Owner’s approval” in subparagraph 3.6.5.1.

Add the following to the end of the subparagraph 3.6.5.1: “Preparation of Change Orders which do not substantially affect the Project shall be included in the compensation computed in paragraph 11.1. The Owner, with the assistance of the Architect, shall obtain Agency concurrence in writing for all change orders prior to the performance of the Work.”

Delete subparagraph 3.6.6.1 and associated clauses in its entirety and substitute the following:

3.6.6.1 The Architect shall conduct an inspection prior to the issuance of the Certificate of Substantial Completion and shall submit a written report of work to be completed to the Owner, the Agency and the Contractor prior to final acceptance. The Architect shall notify the Agency about inspection allowing reasonable time for the Agency's representative to attend. Such services shall be coordinated with the Agency. Prior to submitting the final Certificate for Payment, the Architect shall; 1) conduct an inspection to determine compliance with the requirements of the Contract Documents, and 2) receive and forward it to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor.

ARTICLE 4, SUPPLEMENTAL AND ADDITIONAL SERVICES

Insert the word “Architect” under the heading “Responsibility” for line items 4.1.1.12, 4.1.1.13, and 4.1.1.16 in the chart.

Add the following subparagraphs to paragraph 4.1.2 below the chart:

4.1.2.1.1 The Architect shall provide a cost estimate based on Construction Contract Documents. The estimate shall show a breakdown of the project cost in accordance with Rural Development requirements and procedures.

4.1.2.1.2 The selection and compensation of the Project Representative, if required, shall be concurred in by the Agency.

4.1.2.1.3 Provide Record Drawings of the project to the Owner. The costs of these sets shall be included in the compensation to the Architect notwithstanding Subparagraph 11.8.

ARTICLE 5, OWNER'S RESPONSIBILITIES

Add the following subparagraph to Article 5:

5.16 Owner shall provide Agency design and construction document regulations and guides to the Architect, upon request. The Owner shall provide information on requirements and procedures of the Agency.

ARTICLE 8, CLAIMS AND DISPUTES

Delete the words "unless the parties mutually agree otherwise" and substitute the words "if the parties mutually agree" in the first sentence of subparagraph 8.3.1.

ARTICLE 9, TERMINATION OR SUSPENSION

Delete the second sentence in subparagraph 9.2 and substitute the following:

When the Project is resumed, the Architect's compensation may be equitably adjusted, as mutually agreed, to provide for expenses incurred in the interruption and resumption of the Architect's services.

Insert the words "as mutually agreed " after "Owner shall compensate the Architect" in subparagraph 9.6.

ARTICLE 10, MISCELLANEOUS PROVISIONS

Add the following to subparagraph 10.2 after the words "AIA Document A201-2017": "with RD Instruction 1942-A, Guide 27, Attachment 4."

Add the following subparagraphs:

10.10 This agreement and any amendments to this agreement shall not be in full force and effect until concurred with in writing by a duly authorized representative of the Agency. The concurrence so

evidenced by the Agency shall in no way commit the Agency to render financial assistance to the Owner and is without liability to the Agency for any payment thereunder, but in the event such assistance is provided, the concurrence shall signify that the provisions of this Agreement and any amendments to this Agreement are consistent with Agency requirements.

10.11 If applicable, the Architect shall comply with section 319 of Public Law 101-121, as supplemented by the Department of Agriculture regulations (2 CFR part 418). This statute pertains to restrictions on lobbying and applies to the recipients of contracts and subcontracts that exceed \$100,000 at any tier under a federal loan that exceeds \$150,000 or a Federal grant that exceeds \$100,000. If applicable, the Architect must complete a certification form on lobbying activities related to a specific Federal loan or grant that is a funding source for this Contract. The certification and disclosure forms shall be provided by the Owner.

10.12 The Architect agrees to abide by the requirements under Executive Order 12549, which pertains to the debarment or suspension of a person from participating in a federal program or activity.

ARTICLE 11, COMPENSATION

Delete subparagraph 11.1, clause .2 in its entirety.

Add the words "and the Agency" after the words "Owner" in subparagraph 11.10.2.3.

Add the following subparagraph to subparagraph 11.10.2:

11.10.2.4 The Architect shall provide a detailed cost estimate for Reimbursable Expenses as defined in subparagraph 11.8.1, which shall be attached and made a part of this Agreement. The cost estimate must be approved in writing by the Owner and shall be concurred with in writing by the Agency before the services are rendered. The billings for reimbursable services shall not exceed the budgeted amount without prior approval of the Owner with the concurrence of the Agency. The Agency may not concur in requests for payments which exceed the budgeted amount unless it is established that funds are available for such expenditures.

ARTICLE 12, SPECIAL TERMS AND CONDITIONS

Add the following subparagraph 12.1:

12.1 This Agreement is modified and supplemented by RD Instruction 1942-A, Guide 27, Attachment 1.

ARTICLE 13, SCOPE OF THE AGREEMENT

Delete "both the Owner and the Architect" from the end of the second sentence in subparagraph 13.1 and replace with "the Owner, the Architect, and concurred in by the Agency".

OWNER AND ARCHITECT SIGNATURE PAGE

Delete the signature block and replace with the following:

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in duplicate on the respective dates indicated below:

OWNER:

ATTEST: _____ by _____

Type Name _____ by _____

Title _____ Title _____

Date _____ Date _____

ARCHITECT:

ATTEST: _____ by _____

Type Name _____ Type Name _____

Title _____ Title _____

Date _____ Date _____

AGENCY CONCURRENCE:

By _____

Type Name _____

Title _____

Date _____

The concurrence so evidenced by the Agency shall in no way commit the Agency to render financial assistance to the Owner and is without liability to the Agency for any payment hereunder, but in the event such assistance is provided, the concurrence shall signify the provisions of this Agreement are consistent with Agency requirements.

GENERAL INFORMATION FOR SUBMITTING PROPOSALS

- 1) *EXCEPTIONS*: All proposals are subject to the terms and conditions outlined herein. All responses shall be controlled by such terms and conditions, and the submission of other terms and conditions, price lists, catalogs, and/or other documents as part of an offeror's response will be waived and have no effect either on this Request for Proposals or on any contract that may be awarded resulting from this solicitation. The offeror agrees explicitly to the conditions set forth in the above paragraph by signing the proposal.
- 2) *CERTIFICATION*: By executing the proposal, the signer certifies that this proposal is submitted competitively and without collusion (G.S. 143-54), that none of our officers, directors, or owners of an unincorporated business entity has been convicted of any violations of Chapter 78A of the General Statutes, the Securities Act of 1933, or the Securities Exchange Act of 1934 (G.S. 143-59.2), and that we are not an ineligible vendor as set forth in G.S. 143-59.1. False certification is a Class I felony.
- 3) *ORAL EXPLANATIONS*: The Town of Waynesville shall not be bound by oral explanations or instructions given at any time during the competitive process or after the award.
- 4) *COST OF PROPOSAL PREPARATION*: Any costs incurred by offerors in preparing or submitting offers are the offerors' sole responsibility; the Town of Waynesville will not reimburse any offeror for any costs incurred.
- 5) *TIME FOR ACCEPTANCE*: Each proposal shall state that it is a firm offer that may be accepted within a period of 45 days. Although the contract is expected to be awarded prior to that time, the 45-day period is requested to allow for unforeseen delay.
- 6) *HISTORICALLY UNDERUTILIZED BUSINESSES*: The Town of Waynesville invites and encourages participation in this procurement process by businesses owned by minorities, women, disabled, disabled business enterprises, and non-profit work centers for the blind and severely disabled.

The Contractor agrees to maintain open hiring and employment practices and to receive applications for employment in compliance with all requirements of applicable federal, state, and local laws and regulations issued pursuant to its relating to nondiscriminatory hiring and employment practices. Each Contractor shall undertake an affirmative action program to ensure that no person shall be excluded from participation in any employment activities because of age, sex, race, religion, color, national origin, or handicap.
- 7) *PROTEST PROCEDURES*: If an offeror wants to protest a contract awarded pursuant to this solicitation, they must submit a written request to the Purchasing Office, 129 Legion Drive, or P.O. Box 100, Waynesville, NC 28786. This request must be received by the Purchasing Division within thirty (30) consecutive calendar days from the date of the contract award and must contain specific sound reasons and any supporting documentation for the protest. NOTE: Contract award notices are sent only to those actually awarded contracts and not to every person or firm responding to this solicitation. Contract status and award notices are available through the purchasing division (828) 456-3706.
- 8) *TABULATIONS*: Bidders may call the purchasing division to obtain a verbal status of contract award.

CONTRACT TERMS & CONDITIONS

- 1) *INDEPENDENT CONTRACTOR*: The Contractor shall be considered to be an independent contractor and, as such, shall be wholly responsible for the work to be performed and for the supervision of its employees. The Contractor represents that it has, or will secure at its own expense, all personnel required to perform the services under this agreement. Such employees shall not be employees of or have any individual contractual relationship with the Town of Waynesville.
- 2) *KEY PERSONNEL*: The Contractor shall not substitute key personnel assigned to the performance of this contract without prior written approval by the Town Manager. The individuals designated as key personnel for the purposes of this contract are those specified in the Contractor's proposal.
- 3) *SUBCONTRACTING*: Work proposed to be performed under this contract by the Contractor or its employees shall not be subcontracted without prior written approval by the Town Manager. Acceptance of an offeror's proposal shall include any subcontractor(s) specified therein.
- 4) *PERFORMANCE AND DEFAULT*: If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner the obligations under this agreement, the Town of Waynesville shall thereupon have the right to terminate this contract by giving written notice to the Contractor and specifying the effective date thereof. In that event, all finished or unfinished deliverable items under this contract prepared by the Contractor shall, at the option of the Town, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials. Notwithstanding, the Contractor shall not be relieved of liability to the Town for damages sustained by the Town by virtue of any breach of this agreement, and the Town may withhold any payment due to the Contractor for the purpose of setoff until such time as the exact amount of damage due the Town of Waynesville from such breach can be determined.
- 5) *TERMINATION*: The Town may terminate this agreement at any time by giving 15-day notice in writing from the Town to the Contractor. In that event, all finished or unfinished deliverable items prepared by the Contractor under this contract shall, at the option of the Town, become its property. If the contract is terminated by the Town of Waynesville, as provided herein, the Contractor shall be paid for services satisfactorily completed, less payment or compensation previously made.
- 6) *CARE OF PROPERTY*: The Contractor agrees that it shall be responsible for the proper custody and care of any property furnished for use in connection with the performance of this contract or purchased by it for this contract and will reimburse the Town for loss or damage of such property.
- 7) *ASSIGNMENT*: No assignment of the Contractor's obligations nor the Contractor's right to receive payment hereunder shall be permitted. However, upon a written request approved by the issuing purchasing authority, the Town of Waynesville may:
 - a. Forward the contractor's payment check(s) directly to any person or entity designated by the Contractor or
 - b. Include any person or entity designated by the Contractor as a joint payee on the Contractor's payment check(s).

In no event shall such approval and action obligate the Town to anyone other than the Contractor,

and the Contractor shall remain responsible for fulfilling all contract obligations.

- 8) *COMPLIANCE WITH LAWS*: The Contractor shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements (permits) that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and/or authority.
- 9) *AFFIRMATIVE ACTION*: The Contractor shall take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of people with disabilities and concerning the treatment of all employees without regard to discrimination by reason of race, color, religion, sex, national origin, or disability.
- 10) *INSURANCE*: During the term of the contract, the contractor, at its sole cost and expense, shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the contract. As a minimum, the contractor shall provide and maintain the following coverage and limits:
 - a. Worker's Compensation - The contractor shall provide and maintain Worker's Compensation Insurance, as required by the laws of North Carolina, as well as employer's liability coverage with minimum limits of \$150,000.00, covering all the Contractor's employees who are engaged in any work under the contract. If any work is subcontracted, the contractor shall require the subcontractor to provide the same coverage for any of its employees engaged in any work under the contract.
 - b. Commercial General Liability - General Liability Coverage on a Comprehensive Broad Form on an occurrence basis in the minimum amount of \$1,000,000.00 Combined Single Limit.
 - c. Automobile - Automobile Liability Insurance, to include liability coverage, covering all owned, hired, and non-owned vehicles used in connection with the contract. The minimum combined single limit shall be \$500,000.00 for bodily injury and property damage, \$500,000.00 for uninsured/underinsured motorists, and \$100,000.00 for medical payment.

Providing and maintaining adequate insurance coverage is a material obligation of the contractor and is of the essence of this contract. All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The contractor shall at all times comply with the terms of such insurance policies and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or this contract. The limits of coverage under each insurance policy maintained by the contractor shall not be interpreted as limiting the contractor's liability and obligations under the contract.

The Contractor shall furnish a Certificate of Insurance as proof of the above coverages. The certificate will contain a provision that the insurance coverage cannot be canceled, reduced in amount, or eliminated without 30 days' written notice to the Town of Waynesville. Owner's Protective insurance must list the Town of Waynesville as a "Named Insured" as its interest may appear. The owner's approval of Certificate of Insurance does not decrease or relieve the contractor's responsibility for

maintaining insurance coverage as required in this Request for Proposal.

- 11) *ENTIRE AGREEMENT*: This contract and any documents explicitly incorporated by reference represent the entire agreement between the parties and supersede all prior oral or written statements or agreements. This Request for Proposals, any addenda thereto, and the offeror's proposal are incorporated herein by reference as though set forth verbatim.
- 12) *AMENDMENTS*: This contract may be amended only by written amendments duly executed by the Town and the Contractor.
- 13) *GENERAL INDEMNITY*: The contractor shall hold and save the Town of Waynesville, its officers, agents, and employees, harmless from liability of any kind, including all claims and losses with the exception of consequential damages accruing or resulting to any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged by the contractor in the performance of this contract.
- 14) *MATERIALS*: The Town of Waynesville is not responsible for any materials, equipment, or tools lost or stolen from the site.
- 15) *CLEAN-UP*: The area of work shall be cleaned daily so that the Town shall not incur additional costs to make the area suitable for the work process. Also, the Contractor shall keep the public safe from construction debris by taking appropriate steps to close off access to the work area.
- 16) *PERFORMANCE OF WORK*: All work shall be performed at the highest level of quality. The owner shall be responsible for determining the quality of work and may notify the Contractor of same. ANY WORK COMPLETED THAT IS NOT SUITABLE FOR THE OWNER SHALL BE REPEATED BY THE CONTRACTOR AT NO COST TO THE OWNER. Any damage to existing area or utilities will be the responsibility of the Contractor. NO EXCEPTIONS.

ADDITIONAL INSTRUCTIONS FOR BIDDERS

- 1) *SCOPE*: Work shall consist of furnishing all labor, materials, equipment, and services incidental for the completion of work as described herein. All items not specifically mentioned in the specifications, but which obviously are required to make the job complete, should be included automatically.
- 2) *QUALIFICATIONS*: All bidders must furnish a list of North Carolina Contractor Licenses which they hold.
- 3) *CONTRACTOR'S RESPONSIBILITY*: The Contractor shall be responsible for the construction site during the performance of the work. The Contractor shall be responsible for any and all damages to persons and property during the performance of the work and shall further provide all necessary safety measures and shall fully comply with all federal, state, and local laws, building rules, rules, and regulations to prevent accidents or injury to persons or property on or about the location of the work site. This is to include OSHA 1910, General Construction, or those regulations mandated by these specifications. Special attention will be paid to proper barricading of the work areas due to the work progressing within an actively operating office atmosphere.
- 4) *SAFETY REGULATIONS*: The Contractor shall adhere to the rules, regulations, and interpretations of the North Carolina Department of Labor relating to Occupational Safety and Health Standards for the Construction Industry (Title 29, Code of Federal Regulations, Part 1926, published in Volume 39, Number 122, Part II, June 24, 1974, Federal Register) which is hereby incorporated in these specifications.
- 5) *CODES*: All work shall be done in accordance with the specifications and shall comply with the North Carolina Building Code, Underminers' Rules, and Regulations, and Federal, State, and Local Regulations covering work of this nature. Whenever drawings or specifications are in excess of such laws, codes, and regulations, the specifications shall hold. All equipment shall have U. L. Labels attached.
- 6) *WORK SCHEDULE*: Construction can begin immediately.
- 7) *WORKERS ON JOB*: All employees of the Contractor shall act in a professional and courteous manner.
- 8) *E-VERIFY*: Contractor shall comply with E-Verify, the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law and as in accordance with N.C.G.S. 564-25 et seq. In addition, to the best of Contractor's knowledge, any subcontractor employed by Contractor as a part of this contract shall follow the requirements of E-Verify and N.C.G.S. 564-25 et seq.
- 9) *IRAN INVESTMENT ACT*: North Carolina Local Government Units may not enter into contracts with any entity or individual found on The State Treasurer's Iran Final Divestment List N.C.G.S. 143C-6A. By bidding on this project, the bidder certifies it is not listed on the Final Divestment List created by the State Treasurer.
- 10) *DRUG FREE WORKPLACE*: The Town of Waynesville has adopted a Drug-Free Workplace Policy

requiring the contractor to ensure that a drug-free workplace is provided in the performance of this agreement. The requirements of that policy are included in the invitation to bid and included in the agreement of the Project.

- 11) *MINORITY/WOMAN BUSINESS ENTERPRISE (MIWBE)*: It is the policy of the Town of Waynesville to ensure that all businesses, including MIWBE's, are afforded the maximum practical opportunity to participate in the Town's purchasing and contracting processes. Therefore, the Town will not enter into a contract with any business entity that has discriminated in the solicitation, selection, hiring, or commercial treatment of vendors, suppliers, subcontractors, or commercial customers on the basis of race, color, religion, national origin, sex, age, or handicap.

**** THE IDENTIFICATION OF THE MINORITY BUSINESS PARTICIPATION FORM AND THE LISTING OF GOOD FAITH EFFORTS, AFFIDAVIT "A" MUST BE INCLUDED WITH EACH BID FOR THE BID TO BE RESPONSIVE ****

- 12) *CONFLICT OF INTEREST*: No officer, employee, or agent of the Town and no sub-grantee or sub-recipient of any federal or state funds from the Town shall participate in the selection or the award or administration of a contract supported by federal, state, or City funds if a conflict of interest, real or apparent, is involved.

Such a conflict of interest arises when any of the following people or entities have a financial or other interest in the firm selected for the award:

- i) The employee, officer, agent,
- ii) Any member of his or her immediate family,
- iii) His or her partner, or
- iv) An organization that employs or is about to employ anyone listed in (1) and (2) above.

The grantee or subgrantee's officers, employees, or agents will not solicit or accept gratuities, favors, or anything of monetary value from contractors, potential contractors, or parties to sub-agreements except as may be allowed in the Town's Gift Policy.

- 13) *DIVESTMENT FROM COMPANIES BOYCOTTING ISRAEL CERTIFICATION*: As of the date of this Agreement, the Contractor certifies that it is not listed on the Final Divestment and Do-Not Contract List of Restricted Companies Boycotting Israel created by the State Treasurer pursuant to N.C.G.S. 147-86.81 and that the Contractor will not utilize any subcontractor found on the State Treasurer Final Divestment and Do-Not- Contract List. All individuals signing this contract on behalf of the Contractor certify that they are authorized by the Contractor to make this certification.
- or anything of monetary value from contractors, potential contractors, or parties to sub-agreements except as may be allowed in the Town's Gift Policy.

AFFIDAVIT A – LISTING OF THE GOOD FAITH EFFORTS

Town of Waynesville

Affidavit of _____

(Name of Bidder)

Bidders must earn at least 50 points from the good faith efforts listed for their bid to be considered responsive.

I have made a good faith effort to comply under the following areas checked

- 1 – (10 pts)** Contacted minority businesses that reasonably could have been expected to submit a quote and that were known to the contractor, or available on State or Local Government maintained lists, at least 10 days before the bid date and notified them of the nature and scope of the work to be performed.
- 2 – (10 pts)** Made the construction plans, specifications and requirements available for review by prospective minority businesses or providing these documents to them at least 10 days before the bids are due.
- 3 – (15 pts)** Broken down or combined elements of work into economically feasible units to facilitate minority participation.
- 4 – (10 pts)** Worked with minority trade, community, or contractor organizations identified by the Office of Historically Underutilized Businesses and included in the bid documents that provide assistance in recruitment of minority businesses.
- 5 – (10 pts)** Attended Prebid meetings scheduled by the public owner.
- 6 – (20 pts)** Provided assistance in getting required bonding or insurance or provided alternatives to bonding or insurance for subcontractors.
- 7 (15 pts)** Negotiated in good faith with interested minority businesses and did not reject them as unqualified without sound reasons based on their capabilities. Any rejection of a minority business based on lack of qualification should have the reasons documented in writing.
- 8 – (25 pts)** Provided assistance to an otherwise qualified minority business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waving credit that is ordinarily required. Assisted minority businesses in obtaining the same unit pricing with the bidder's suppliers in order to help minority businesses in establishing credit.
- 9 – (20 pts)** Negotiated joint venture and partnership arrangements with minority businesses in order to increase opportunities for minority business participation on a public construction or repair project when possible.
- 10 – (20 pts)** Provided quick pay agreements and policies to enable minority contractors and suppliers to meet cash-flow demands.

The undersigned, if apparent low bidder, will enter into formal agreement with the firms listed in the Identification of Minority Business Participation schedule conditional upon scope of contract to be executed with the Owner. Substitution of contractors must be in accordance with GS143-128.2(d). Failure to abide by this statutory provision will constitute a breach of the contract.

The undersigned hereby certifies that he or she has read the terms of the minority business commitment and is authorized to bind the bidder to the commitment herein set forth.

Date: _____

Name of Authorized Officer: _____

Signature: _____

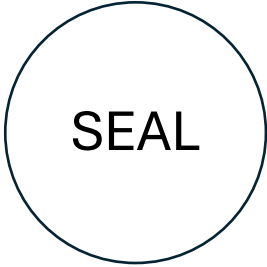
Title: _____

State of _____, County of _____

Subscribed and sworn to before me this _____ day of _____, 2026

Notary Public _____

My Commission expires _____



AFFIDAVIT B – INTENT TO PERFORM CONTRACT WITH OWN WORKFORCE

Town of Waynesville

Affidavit of _____

(Name of Bidder)

I hereby certify that it is our intent to perform 100% of the work required for the _____ contract.

In making this certification, the Bidder states that the Bidder does not customarily subcontract elements of this type project and normally performs and has the capability to perform and will perform all elements of the work on this project with his/her own current work forces; and

The Bidder agrees to provide any additional information or documentation requested by the owner in support of the above statement. The Bidder agrees to make a Good Faith Effort to utilize minority suppliers where possible.

The undersigned hereby certifies that he or she has read this certification and is authorized to bind the Bidder to the commitments herein contained.

Date: _____ Name of Authorized Officer: _____

Signature: _____ Title: _____



State of _____, County of _____

Subscribed and sworn to before me this _____ day of _____, 2026

Notary Public _____

My Commission expires _____