

CITY OF FAYETTEVILLE REQUEST FOR QUALIFICATIONS



PROFESSIONAL ARCHITECTURAL SERVICES FOR FIRE STATION 9 RELOCATION

COF1516977

ISSUED: SEPTEMBER 10, 2025

DUE: OCTOBER 3, 2025

The City of Fayetteville is soliciting qualification statements from interested firms to provide architectural services related to the relocation of Fire Station 9 for the City of Fayetteville.

ISSUED BY:
CITY OF FAYETTEVILLE

PRIMARY CONTACT:
KIMBERLY TOON,
PROCUREMENT MANAGER
kimberlytoon@fayettevillenc.gov

{910} 433-1942

OFFERORS ARE NOT REQUIRED TO RETURN THIS FORM.



A message from the City of Fayetteville City Manager, Dr Douglas J. Hewett, ICMA-CM

The City of Fayetteville is fully committed to provide Small Local Business Enterprises (SLBE's) an equal opportunity to participate in all aspects of City contracting including, but not limited to participation in the procurement of contracts relating to the construction of and improvements to facilities throughout the City. It is also the policy of the City to prohibit discrimination against any person or business in pursuit of these opportunities on the basis of race, sex, color, religion or national origin and to conduct its contracting and purchasing programs so as to prevent such discrimination. The City is also committed to follow all applicable State and Federal law as they relate to procurement practices.

The City will actively seek and identify qualified SLBE 's and offer them the opportunity to participate in the procurement of contracts for all City purchasing and service contracts as well as construction and repair contracts.

The City aspires to spend 40% of its eligible contract dollars with small local suppliers and contractors. Towards this end the City's Charter has been amended by the General Assembly (H.B. 198) to allow the City to establish a race and gender-neutral small business enterprise program to promote the development of small local businesses. The City is authorized to establish bid and proposal specifications that include subcontracting goals and good-faith effort requirements to enhance participation by small business enterprises located in Cumberland and Hoke Counties.

For more information or questions about the SLBE policy, please contact the Purchasing Division at 910-433-1942.

CITY OF FAYETTEVILLE


Douglas J. Hewett, ICMA-CM
City Manager

NOTICE TO BIDDERS

Pursuant to N.C.G.S. 143-129 sealed proposals will be received by the City of Fayetteville, until **2:00 p.m., October 3, 2025**, at City Hall, 433 Hay Street, Fayetteville, North Carolina, at which time they will be considered for the purchase of the following:

Professional Architectural Services for Fire Station 9 Relocation

Bids may be mailed to the City Purchasing Office, Attn: Kimberly Toon, 433 Hay Street Fayetteville, NC 28301, or may be delivered in person or by express mail to 433 Hay Street, Fayetteville, NC 28301.

The bid opening will be held at **2:00 p.m. on October 3, 2025**, at City Hall, 433 Hay Street, Fayetteville, NC 28301, for the project entitled, **“Professional Architectural Services for Fire Station 9 Relocation”**

Plans, specifications and bid documents may be obtained in the Purchasing Office of the City of Fayetteville, 2nd floor, City Hall, 433 Hay Street, Fayetteville, North Carolina, between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday or by email request to kimberlytoon@fayettevillenc.gov

The City reserves the right to reject any or all bids and to waive all informalities concerning bid or award bid to the lowest, responsive, responsible bidder or bidders, taking into consideration quality, performance and the time specified in the proposals for the performance of the contract.

City of Fayetteville

Kimberly Toon, CLGPO
Purchasing Manager

REQUEST FOR STATEMENT OF QUALIFICATIONS

PROFESSIONAL ARCHITECTURAL SERVICES FOR FIRE STATION 9 RELOCATION

In accordance with N.C.G.S. 143-64.31, the City of Fayetteville, North Carolina (City), is seeking the services of a qualified consultant to provide architectural services related to the relocation of Fire Station 9.

Interested firms possessing the necessary expertise to perform the scope of work outlined herein are encouraged to submit a Statement of Qualifications for this project according to the following requirements.

BACKGROUND/SCOPE OF WORK

The Fayetteville Fire Department (FFD) will relocate Fire Station 9 from its current facility on Santa Fe Drive to a new facility on Bonanza Drive near the intersection of Foxfire Road (REID: 0408343586000). This property was evaluated and determined to be an optimal site. The property is currently owned by the City of Fayetteville (COF). This fire station facility is expected to be approximately 13,000 square feet which will a minimum of 3 apparatus bays with drive through capability, individual dorm rooms, kitchen / dining / day room combination, hose storage / repair / tool room, decontamination room, gear storage room, multipurpose room, public & private bathrooms, mezzanine for HVAC / storage, laundry room, radio / report room, fitness room, IT room, electrical room, and offices.

The Scope of Work, as currently envisioned by the COF, would include, but not be limited to the following areas of work; architecture, interior design, planning, structural, mechanical, civil, electrical services, consultations, presentations or related services thereto.

The selected firm shall be responsible for providing the following tasks:

- Final Design
- Permitting
- Development of construction documents
- Bid process management
- Construction management

This list identifies the major tasks to be provided; however, it is not meant to be all-inclusive of the services to be performed.

QUALIFICATION STATEMENT REQUIREMENTS

The qualifications statement shall consist of the following information, tabbed as identified and in the order indicated below:

Section 1 – Letter of Transmittal/General Information

- Firm name, year established, address, telephone number, fax number and contact person.
- Identify if the firm is classified as a Disadvantaged Business Enterprise.
- Provide a copy of your Certificate(s) of Insurance showing General Liability, Automotive, Worker's Compensation and Professional Liability coverage.
- State any conflicts of interest your firm or any key individual of the firm may have with this project or the City.

Section 2 – Personnel Qualifications

- Provide an organizational chart identifying members of the team, including sub-consultants, who would be assigned to the project(s). The chart should clearly delineate roles and responsibilities of the various team members.
- Provide a resume detailing professional qualifications of key management and staff personnel to be assigned to the project.
- Identify specialty, level of expertise, education and any direct work experience on projects similar in scope to the one being proposed.
- Identify location of key project personnel to be used.
- Identify adequacy, availability, and ability of personnel to complete the task.

Note: Substitution of other personnel after the selection is made must be approved by the City.

Section 3 – Consultants/Sub-consultants/Other Participants

- Provide a list of consultants or sub-consultants, if any, who would be retained to provide services on the project.
- Provide a synopsis for each to include size of staff, names of key personnel and services to be provided, as well as relative and related work experience.
- Specify the percentage of work anticipated to be attributed to these consultants.
- Identify location of personnel to be used.
- Identify any Disadvantaged Business Enterprise (DBE) or minority firms to be used.

Section 4 – Project and Project Management Experience

- Document expertise in those specific design/engineering tasks and/or technologies required to successfully complete the scope of work associated with this project.

- Identify a minimum of five (5) similar projects completed in the last three (3) years with specific identification of the staff involved in those projects and their role therein.
- Describe the project management experience of key individuals to be assigned to the project.
- Describe your firm's cost control measures, billing procedures and project tracking process.
- Describe your firm's experience with developing schedules, preparing estimates and bid documents, and budget control measures.
- Describe any previous work history on City of Fayetteville projects to include contact name.

Section 5 – Project Approach and Understanding

- Describe your understanding of the general scope of the project.
- Include a listing and description of each phase of the project and identify key staff who will be assigned to each phase of the project.
- Describe your project management approach and use of alternative engineering/design methods, if any.
- Provide a proposed schedule for completing the work.
- Describe why your firm should be selected to include any unique qualities which you feel make your firm well suited to perform the work.

SUBMITTAL OF QUALIFICATIONS STATEMENT

Interested firms shall submit a total of six (6) copies of their Statement of Qualifications no later than **2:00 p.m., October 3, 2025.**

Qualification packages should be mailed or delivered to:

Attention: Ms. Kimberly Toon,
Purchasing Manager
City Hall
433 Hay Street
Fayetteville, NC 28301-5537

NOTE: The qualifications report shall be limited to a maximum number of twenty (20) pages. This page limit includes the tabs and/or other dividers. Double-sided pages will be counted as two pages. The front and back cover are not counted as part of the page limit. Failure to comply with the page limit may result in automatic disqualification of the submittal.

QUESTIONS

Questions regarding this Request for Qualifications shall be submitted in writing to the attention of Kimberly Toon, or by e-mail to kimberlytoon@fayettevillenc.gov no later than **5:00 p.m., Friday, September 17, 2025.**

Firms are expressly prohibited from contacting any City of Fayetteville officials, employees, or any other party associated with this Request for Qualifications except as noted above. Communication regarding this Request for Qualifications via any medium other than the designated e-mail address above, including phone, personal visits, etc., is prohibited. Violation of these provisions may result in immediate disqualification of the submittal.

EVALUATION AND AWARD OF THE CONTRACT

Proposals will be evaluated by a committee composed of Construction Administration and other staff members familiar with this type of service. Proposals will be evaluated and ranked based on the requirements stated herein. The City may choose to conduct interviews with top ranking firms based on this evaluation. Firms are hereby notified that key personnel identified for the project will be expected to participate in the interview should one be requested. The City intends to award a contract to the firm that demonstrates the experience necessary to meet the City's requirements outlined herein.

The City reserves the right to accept or reject any submittal.

Professional Service Agreement

Scope of Work and Terms Document

City of Fayetteville, NC

DRAFT

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (“Agreement”) is made as of the 5th day of April 2024 by and between the City of Fayetteville, a North Carolina City and Municipal Corporation (“City”), and **Consultant name** with a principal office located at **Consultant principal address**, North Carolina (“Consultant”).

In consideration of mutual promises and covenants in this Agreement, the Parties agree as follows:

ARTICLE 1. Services

1.1 Background & Scope of Work. The City desires to engage Consultant to provide certain professional services as fully described and outlined in the Proposal (**Exhibit 1**) which is attached hereto and fully incorporated into this Agreement by reference. Consultant is willing to provide such services as outlined in the Proposal on the terms and conditions stated in this Agreement.

1.2 Time of Performance. Consultant will perform the services promptly and according to the Proposal provided. The City will cooperate with Consultant as reasonably required to complete the services outlined in the Proposal. Both Parties acknowledge that changes from or delays in the timeline may extend the date(s) for delivery of the service(s).

1.3 Term. The term of this Agreement shall begin on the date expressed in the introductory paragraph of this Agreement and shall continue until terminated based upon the completion of services by Consultant or as otherwise outlined in the Proposal.

ARTICLE 2. Payment

2.1 Basis of Compensation. The City shall pay Consultant for services rendered under this Agreement in amounts tied to the various project milestones as set forth in the Proposal. Each payment shall be invoiced upon completion of each successive milestone and the City shall pay within thirty (30) days. In no event shall the payment for all work performed pursuant to this Agreement exceed the amount of \$_____ without prior written authorization of the City. Such payment shall be full compensation for all work performed and for all labor, materials, supplies, equipment and incidentals necessary to complete the work.

2.2. Records. Consultant shall keep records and accounts pertaining to this Agreement available for inspection by the City for a period of three (3) years after final payment. Copies of records and accounts pertaining to this Agreement shall be made available to the City upon request.

ARTICLE 3. Termination

3.1 Termination for Cause. In the event of substantial failure by Consultant to perform in accordance with the terms of this Agreement, the City shall have the right to terminate Consultant upon ten calendar (10) days written notice, in which event Consultant shall have neither the obligation nor the right to perform further services under this Agreement; nor shall the City be obligated to make any further payment for work that has not been performed. Consultant shall provide to the City all reports, surveys or other related documents upon the City's request.

3.2 Termination for Convenience. Upon thirty (30) calendar days' written notice to Consultant, the City may, without cause and without prejudice to any other right or remedy legally available to the City, terminate this Agreement. Upon such notice, Consultant shall have neither the obligation nor the right to perform services under this Agreement nor shall the City be obligated to make any further payment for work that has not been performed in accordance with the terms stated herein. In such case of termination, Consultant shall be paid for the completed and accepted work executed in accordance with this Agreement prior to the written notice of termination. Additionally, upon mutual agreement, Consultant may be paid for any completed and accepted work which takes place in order to achieve a specifically identified item in the scope of services or a milestone of the Agreement, between the written notice of termination and the effective date of termination. Unless otherwise stated or agreed upon, the effective date of termination shall automatically occur 30 days after the written notice is sent by the City. Consultant shall provide to the City all reports, surveys or other related documents upon the City's request.

ARTICLE 4. Liability, Indemnification and Insurance

4.1 General. The City and Consultant have considered the risks and potential liability that may exist during the performance of services by Consultant and have agreed to allocate such liabilities in accordance with this Article. During the performance of services under this Agreement, Consultant shall purchase and maintain insurance coverage as hereinafter set forth, without lapse

or changes contrary to the requirements of this section. Words and phrases used in this Article shall be interpreted in accordance with customary insurance industry usage and practice.

4.2 Indemnity & Professional Liability Insurance. To the extent permitted by law, Consultant agrees to defend, indemnify and hold harmless the City of Fayetteville and its elected officials, employees, agents, successors, and assigns, from any and all liability and claims for any injury or damage caused by any act, omission or negligence of Consultant, its agents, servants, employees, contractors, licensees, or invitees. Indemnification of the City by Consultant does not constitute a waiver of the City's governmental immunity in any respects under North Carolina law. Consultant agrees to purchase and maintain professional liability insurance (errors and omissions insurance) in the amount of \$1,000,000 coverage for each claim, with a general aggregate of \$2,000,000. Said insurance coverage shall be underwritten by an insurance company authorized to do business in the State of North Carolina by the North Carolina Department of Insurance, with an A.M. Best rating of not less than A.

4.3 Indemnity & General Liability Insurance. Consultant agrees to defend, indemnify and hold the City, its servants, agents and employees, harmless from and against all liabilities, claims, demands, suits, losses, damages, costs and expenses (including attorney's fees) for third party bodily injury to or death of any person, or damage to or destruction of any third party property, to the extent caused by the negligence of Consultant, Consultant's employees, and Consultant's subcontractors, for whom Consultant is legally responsible during the performance of services under this Agreement. Consultant shall purchase and maintain at all times during performance of services under this Agreement Commercial General Liability Insurance with combined single limits of \$1,000,000.00 coverage for each occurrence with a general aggregate of \$2,000,000.00, designating the City as an additional insured and which said insurance provides Consultant with insurance for contractual liability which Consultant has assumed pursuant to the terms of this Agreement.

4.4 Other Insurance. In addition to professional liability insurance and commercial general liability insurance set forth above, Consultant further agrees to purchase and maintain at all times during the performance of services under this Agreement insurance coverage as follows:

- (a) Worker's Compensation Insurance as required by North Carolina law and said policy shall also afford coverage to Consultant for employer's liability.
- (b) Automobile liability insurance with \$1,000,000.00 combined single limit for each accident covering bodily injury and property damage.
- (c) The CGL policy required above shall include independent contractor liability coverage.
- (d) If applicable, the CGL policy required above shall provide Consultant with products and completed operations insurance. Said coverage is to be written on an occurrence basis, with coverage extended for such a period of time in which suits can be filed before the running of the statute of limitations, on any claim for injury to person or property due to negligence of Consultant in the design of any building designed by Consultant under the terms of this Agreement.

ARTICLE 5. Independent Contractor Consultant is an Independent Contractor and shall undertake performance of the services pursuant to the terms of this Agreement as an Independent Contractor. Consultant shall be wholly responsible for the methods, means and techniques of performance. City shall have no right to supervise methods and techniques of performance employed by Consultant but City shall have the right to observe such performance .

ARTICLE 6. Other

6.1 Assignment. It is the intent of this Agreement to secure the personal services of Consultant and failure of Consultant for any reason to make the personal services available to the City for the purposes described in this Agreement and Proposal shall be cause for termination of this Agreement. Consultant shall not assign this Agreement without prior written consent of the City.

6.2 Non-Appropriation. Notwithstanding any other provisions of this Agreement, the Parties agree that payments due hereunder from the City are from appropriations and monies from the City Council and other governmental entities. In the event sufficient appropriations or monies are not made available to the City to pay the terms of this Agreement for any fiscal year, this Agreement shall terminate immediately without further obligation of the City.

6.3. Governing Law. The validity, interpretation, and execution of this Agreement and the performance of and rights accruing under this Agreement are all to be governed by the laws of the State of North Carolina.

6.4 Venue & Forum. The Parties expressly agree that if litigation is brought in connection with this Agreement and (1) the litigation proceeds in the Courts of the State of North Carolina, the Parties agree that the appropriate venue shall be in Cumberland County (Fourteenth Judicial District of North Carolina); or (2) the litigation proceeds in a federal court, the Parties agree that the appropriate venue shall be the United States District Court for the Eastern District of North Carolina.

6.5 Non-Discrimination. Consultant agrees not to discriminate by reason of age, race, religion, color, sex, national origin, disability or other applicable law while performing the services required herein.

6.6 Compliance with Laws. Consultant agrees to comply with all applicable laws, ordinances, and regulations of the United States, the State of North Carolina, the City and units of local government.

6.7 Severability. The Parties agree that if any provision of this Agreement shall be held invalid for any reason, the remaining provisions shall not be affected if they may continue to conform to the purposes of this Agreement and the requirements of applicable law.

6.8 Amendment. The City and Consultant may, from time to time, request changes in services to be performed by Consultant. Any such changes that are mutually agreed upon by the City and Consultant shall be incorporated herein by written amendment to this Agreement. It is mutually agreed and understood that no alteration or validation of the terms of this Agreement shall be valid unless made in writing and signed by the Parties hereto, and that any oral understanding or agreements not incorporated herein, unless made in writing and signed by the Parties hereto, shall not be binding.

6.9 Entire Agreement. This Agreement constitutes the entire agreement between the Parties. Any proposed change to this Agreement shall be submitted to the City for its prior approval. No modification, addition, deletion, etc., to this Agreement shall be effective unless and until such changes are reduced to writing and executed by the authorized officers of each party.

6.10 Force Majeure. Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by an act of war, hostile foreign

actions, adverse governmental actions, nuclear explosion, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

6.11 Morality Clause. If, in the sole opinion of the City, at any time Consultant or any of its owner(s) or employee(s) or agent(s) (collectively referenced as an “Actor”) engages in any one or more of the actions below, the City may immediately upon written notice to Consultant, terminate this Agreement, in addition to any other rights and remedies that the City may have hereunder or at law or in equity:

1. bring disrepute, contempt, scandal, or public ridicule to the Actor;
2. subject the Actor to prosecution;
3. offend the community or public morals/decency;
4. denigrate individuals or groups in the community served by the City;
5. is scandalous or inconsistent with community standards or good citizenship;
6. adversely affect the City’s finances, public standing, image, or reputation;
7. is embarrassing or offensive to the City or may reflect unfavorably on the City; and,
8. is derogatory or offensive to one or more employee(s) or customer(s) of the City.

6.12 E-Verify. Consultant hereby acknowledges that “E-Verify” is the federal E-Verify program operated by the US Department of Homeland Security and other federal agencies which is used to verify the work authorization of newly hired employees pursuant to federal law and in accordance with Article 2, Chapter 64 of the North Carolina General Statutes. Consultant further acknowledges that all employers, as defined by Article 2, Chapter 64 of the North Carolina General Statutes, must use E-Verify and after hiring an employee to work in the United States, shall verify the work authorization of the employee through E-Verify in accordance with NCGS §64-26(a). Consultant hereby pledges, attests and warrants through execution of this Agreement that Consultant complies with the requirements of Article 2 of Chapter 64 of North Carolina General Statutes and further pledges, attests and warrants that any subcontractors currently employed by or subsequently hired by Consultant shall comply with any and all E-Verify requirements. Failure to comply with the above requirements shall be considered a breach of this Agreement.

6.13 Divestment of Companies Boycotting Israel or that Invest in Iran Certification.

Consultant certifies that: (i) it is not identified on the Final Divestment List or any other list of prohibited investments created by the NC State Treasurer pursuant to N.C.G.S. 147-86.58; (ii) it has not been designated by the NC State Treasurer pursuant to N.C.G.S. 147-86.81 as a company engaged in the boycott of Israel ((i) and (ii) to be collectively referred to as “FD Lists”); and (iii) it will not take any action causing it to appear on the Treasurer’s FD Lists created by the NC State Treasurer during the term of this Agreement. By signing this Agreement, Consultant further agrees, as an independent obligation, separate and apart from this Agreement, to reimburse the City for any and all damages, costs and attorneys’ fees incurred by the City in connection with any claim that this Agreement or any part thereof is void due to Consultant appearing on the Treasurer’s FD Lists at any time before or during the term of this Agreement.

6.14 Survival of Terms. All warranties, covenants, and representations contained within this Agreement and all applicable work authorizations, if any, shall continue in full force and effect for three (3) years after the execution and delivery of the final product, act, or service taken in furtherance of this Agreement. Survivability shall not be impacted, or otherwise shall not be rendered null or void, by the termination or natural expiration of this Agreement or other applicable work undertaken in furtherance of this Agreement.

6.15 City’s Terms Supersede. To the extent that there are terms in any of the attachments that conflict with the terms of this Agreement, the terms of this Agreement are superseding.

[Signature page to follow]

[CONSULTANT COMPANY]

By: _____

Printed Name: _____

Date: _____

ATTEST:

CITY OF FAYETTEVILLE

JENNIFER L AYRE
City Clerk

By: _____
DOUGLAS J. HEWETT, ICMA-CM
City Manager

Date: _____

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

TIFFANY MURRAY
Chief Financial Officer