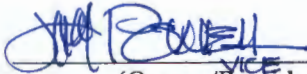


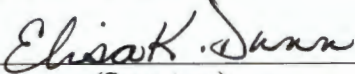


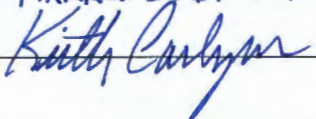
SIGNATURE ATTACHMENT

Contract Number: **2017-075**
Project Name: **Fire Station No. 56 (Design Services)**

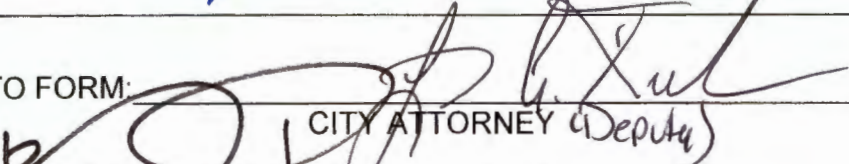
CONTRACTOR/ARCHITECT/ENGINEER: ADW Architects

BY:  - JIM POWELL
VICE
(Owner/President)

ATTEST: 
(Secretary)
FINANCIAL ADMINISTRATOR

WITNESS: 

(SEAL)

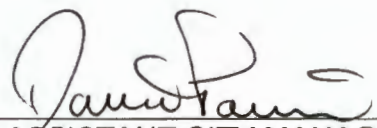
APPROVED AS TO FORM: 
CITY ATTORNEY (Deputy)

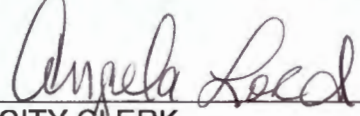
APPROVED:  11.17.17
DIVISION MANAGER OF FACILITIES

APPROVED:  11/30/17
DIRECTOR OF ENGINEERING AND INSPECTIONS

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

APPROVED: 
DEPUTY FINANCE OFFICER

APPROVED: 
ASSISTANT CITY MANAGER

ATTEST: 
CITY CLERK
Deputy

CITY OF GREENSBORO

PROFESSIONAL SERVICES CONTRACT

This contract made and entered into this the 13th day of October, 2017, by and between the City of Greensboro, a municipal corporation of the State of North Carolina (hereafter referred to as the City) and **ADW Architects** (hereafter referred to as the Consultant).

WITNESSETH:

Professional Services Rendered

In consideration of the monetary payment hereinafter described in Attachment A, attached hereto and made a part hereof, the Consultant will provide architectural design services associated with the design of the **City of Greensboro's Fire Station no. 56 (820 Franklin Blvd)**.

Relationship

The Parties in this contract agree that the Consultant is an architectural firm and that the relationship created by this contract is that of an independent contractor to the City. The Consultant is not an employee of the City of Greensboro, and is not entitled to the benefits provided by employer to its employees, including, but not limited to, group insurance and pension plan. The Consultant may practice its profession for others during those periods when the Consultant is not performing work under this contract for the City.

Supervision and Inspection

In the performance of the work contemplated in this agreement, the Consultant is an independent contractor with the authority to control and direct the performance of the details of the services that are the subject of this contract. However, the work contemplated in this agreement must meet the approval of the City and shall be subject to City's general rights of inspection and supervision to secure the satisfactory completion thereof. The City shall, at all reasonable times, have access to and the right to inspect, audit, examine and copy all such books, records and other documents of Consultant for the purpose of ensuring compliance with the terms of this contract for the current fiscal year plus three years.

Specific Duties & Responsibilities

The specific duties and responsibilities of the Consultant shall include but not be limited to those listed in Attachment A.

Compensation

The City agrees to pay the Consultant an amount not to exceed **\$9,000.00**. The Consultant will be paid as detailed in Attachment A, attached hereto and made a part hereof. Bills for fees or other compensation for Services or expenses shall be submitted to the City in detail sufficient for a proper preaudit and postaudit thereof. Consultant will complete the Basis of Design Technical Memorandum within 2 months after the notice to proceed from the City and the Final design ready for permit submittals within 2 months of the City's approval of the Basis of Design Technical Memorandum.

Invoices

1. Submittal

Invoices to the City for compensation shall be submitted not more often than monthly. Invoices will be based on 100% of the work completed during the preceding month.

2. Receipts Required

Where invoices are based in part on reimbursable expenses, the Consultant shall collect and maintain receipts for said expenses and shall make the receipts available to the City, if requested. The requirement to retain receipts shall generally follow the established rules of the Federal Internal Revenue Service regarding what type of expenditure must be supported by receipts for income tax purposes.

3. Disputed Items

If any items in any invoices submitted by the Consultant are disputed by City for any reason, including the lack of supporting documentation, City shall temporarily delete the item(s) and shall promptly notify the Consultant of dispute and request clarification and/or remedial action. After the dispute has been settled, the Consultant shall include the disputed item on a subsequent regularly scheduled invoice or on a special invoice for the disputed item only. The undisputed portion of the invoices shall, however, be paid within the normal 30-day period.

Payment of Taxes and Insurance

The Consultant assumes full responsibility for the payment of all assessments, payroll taxes, or contributions, whether State or Federal, as to all employees engaged in the performance of work under this contract. In addition, the Consultant agrees to pay any and all gross receipts, compensation, transaction, sales, use, or other taxes and assessments of whatever nature and kind levied or assessed as a consequence of the work performed or on the compensation paid under this contract.

Insurance
(this section is required)

During the performance of the services under this Agreement, the Consultant shall maintain the following insurance:

1. Professional Liability Insurance with limits of not less than \$1,000,000 for each occurrence and not less than \$2,000,000 in the aggregate. This Professional Liability Insurance shall provide coverage for the claims concerning the Contractor's errors and omissions for the scope of services provided to the City under this Agreement, including but not limited to, claims concerning the preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, or drawings and specifications, and claims relating to supervisory, inspection, architectural or engineering activities,
2. Automobile Liability Insurance, covering owned, non-owned, hired vehicles and trailers used in connection with this project. This insurance shall provide bodily injury and property damages limits of not less than \$1,000,000 combined single limit/aggregate.
3. Worker's Compensation Insurance in accordance with statutory requirements and Employer's Liability Insurance with limits of not less than \$100,000 for each occurrence. In case any work is subcontracted under this Agreement, the Consultant shall require the subcontractor similarly to provide Worker's Compensation and Employer's Liability Insurance for all of the subcontractor's employees to be engaged in such work. This Agreement shall be void and of no effect unless the Consultant shall secure and keep in effect during the term of this Agreement the Consultant's compliance with the provisions of the Worker's Compensation laws of the State of North Carolina.

Consultant shall furnish certificates of insurance for all of the insurance coverages described herein within ten (10) days after this Agreement is ratified and copies of any amendments and/or renewals to the policies which occur thereafter. At least thirty (30) days written notice shall be given to the City prior to any cancellation, modification or non-renewal of any insurance required under this Agreement.

Amendments

Alterations, deletions, and/or additions to the terms and conditions of this contract may only be made by the mutual written consent of the parties.

Termination for Convenience

The City, in its sole discretion, may terminate this Agreement in whole or in part whenever the City determines that said termination is in its best interest. Any such termination shall be effected by the delivery to the Consultant of a written notice of termination thirty (30) days before the effective date of the termination.

Failure to Comply With Terms of Contract

Should the Consultant fail to comply with the terms of this contract, the Consultant, upon actual or constructive notice of the default shall have thirty (30) days to remedy the default. Should the Consultant fail to remedy the default, the contract is terminated immediately upon the expiration of the thirty (30) days.

Rights

City retains the exclusive rights to cancel, stop or re-schedule any or all services associated with the Contract.

Non-Discrimination Requirements

In hiring, contracting, and all other acts, Consultant shall not discriminate on the basis of sex, age, race, creed, color, religion, national origin, handicap or disability.

Compliance With Applicable Law

Any term or condition of the Contract which by operation or existence is in conflict with applicable Local, State, or Federal Law shall be rendered void and inoperative. City and the Consultant agree to accept the remaining terms and conditions.

Indemnification

The Consultant does hereby agree to indemnify and save harmless the City of Greensboro, its officers, agents and employees against all claims, actions, lawsuits and demands, including reasonable attorney fees for damages, loss or injury, including environmental damages, to the extent caused by the negligent or willful acts or omissions of the Consultant.

Severance

Should any part of this contract be declared unenforceable, all remaining sections remain in force.

Non-Assignment

The Consultant without the written approval of the City shall not assign this contract.

Governing Law

This Agreement is made under, and in all respects shall be interpreted, construed, and governed by and in accordance with, the laws of the State of North Carolina. Venue for any legal action resulting from this Agreement shall lie in Guilford County.

Scope of Agreement

This Agreement is intended by the parties hereto to be the final expression of their Agreement, and it constitutes the full and entire understanding between the parties with respect to the subject hereof, notwithstanding any representations, statements, or agreements to the contrary heretofore made.

October 6, 2017

Jerome Williams
Project Manager
Engineering and Inspections Department
City of Greensboro
PO Box 3136
Greensboro, NC 27402-3136

Re: Greensboro Fire Station 56
Advance Planning Architectural Services Proposal

Dear Jerome;

ADW Architects is pleased to provide you this proposal to provide Architectural Services to complete Advance Planning Services for the new Greensboro Fire Station #56. Our Scope of Services would be as follows;

- 1- Site visit to review existing Station. Discuss what is working well and what is not working well. Discuss "lessons learned" from other Fire Station designs and learn how your Department works.
- 2- Programming
Programming is where we work with the Fire Dept./City to carefully list out all the rooms needed for the new Station. We also list their sizes, which allows us to provide an overall approximate size for the new Station. We start Programming by providing the Fire Department with a written questionnaire. The questionnaire asks questions related to current and future Fire Department operational procedures, equipment, personnel, etc. The Fire Department will email the completed questionnaire to ADW, and ADW will then carefully review the answers and produce a first draft of a written Program of the needed rooms in the new Fire Station. ADW will then meet with the Fire Dept./City to review this first draft. ADW will then make modifications to the draft Program and produce a final written Program.
- 3- Site Investigation/Site Studies
ADW will research the site for the new Station. We will review zoning, buffers, setbacks, storm water requirements, utilities, DOT items, etc. We will also review potential site layouts for the new Station on the site. We will meet with the Fire Dept./City to review this work.
- 4- Preliminary Cost Estimation
ADW will, through a Professional Cost Estimating Consultant, provide a preliminary estimate of the Construction Cost for the Project. We will also provide an estimate of your other costs for the Project. Other costs are sometimes referred to as "Soft Costs" or "Owners Administrative Costs", and they represent all the costs that the Dept./City will need to cover outside of the Contract you will sign with the General Contractor. This estimate of soft costs is meant to aid the Fire Dept./City in your budgeting for the Project.

Our Lump Sum Fee to complete the above mentioned Services would be \$9,000.

The following Services are not included in our Fee, as they are typically provided by the Fire Dept./City through a Consultant or Vendor;

- Site Surveying
- Geotechnical Engineering

The following Services and Fees are also not included in our Fee, and they may or may not be needed in this Advance Planning Phase. If needed, a mutually agreeable hourly cost or lump sum fee can be agreed to at a later date.

- Meetings/Design work related to a Community Approval Process
- Meetings/Design work/Fees related to Conditional Use, Variance or Rezoning Processes
- Traffic Studies
- Traffic Signal Design/Warrant Studies
- All work related to off-site permanent and temporary easements or rights-of-way
- All work related to off-site Improvements such as roads, utilities Design/Engineering, etc.
- Regulatory application fees/filing fees
- Environmental Assessments/Engineering and Impact Statements
- Hazardous Material Identification/Abatement
- Flood Studies
- Wetlands Permitting, Stream Crossing Permitting

The following expenses would be considered reimbursable and are not part of our Fee;

- ❖ All Drawing/Rendering printing
- ❖ FedEx or rush delivery

Please note that we do not charge for mileage, meals or any overnight lodging needed for delivery of our Services for the Project.

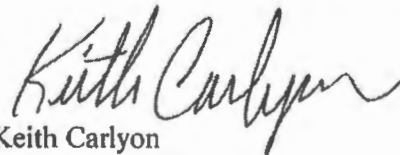
Jerome, we appreciate the opportunity to provide this proposal. Once we complete this Advance Planning Phase, we will have the Project Scope information needed to provide you a full Proposal for Services needed to complete the Project.

If you have any questions, please do not hesitate to contact us. We look forward to starting this Project.

Sincerely,
ADW Architects



Jim Powell, AIA
Managing Principal
2815 Coliseum Centre Dr., Suite 500
Charlotte, NC 28217
jpowell@adwarchitects.com



Keith Carlyon
Senior Principal
2815 Coliseum Centre Dr., Suite 500
Charlotte, NC 28217
kcarlyon@adwarchitects.com

IRAN DIVESTMENT ACT CERTIFICATION REQUIRED BY N.C.G.S. 147-86.59

N.C.G.S. 147-86.59(a) requires this certification for bids or contracts with the State of North Carolina, a North Carolina local government, or any other political subdivision of the State of North Carolina. The certification is required at the following times:

- When a bid is submitted
- When a contract is entered into (if the certification was not already made when the vendor made its bid)
- When a contract is renewed or assigned

N.C.G.S. 147-86.59(b) requires that contractors with the State, a North Carolina local government, or any other political subdivision of the State of North Carolina must not utilize any subcontractor found on the State Treasurer's Final Divestment List.

The State Treasurer's Final Divestment List can be found on the State Treasurer's web address www.nctreasurer.com/Iran and will be updated every 180 days.

As of the date listed below, the vendor, bidder, or proposer named herein is not listed on the Final Divestment List created by the North Carolina State Treasurer pursuant to N.C.G.S. 147-86.58.

The undersigned hereby certifies that he or she is authorized by the vendor, bidder, or proposer listed below to make the foregoing statement.

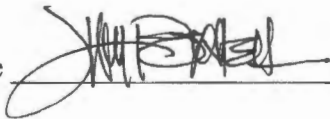
NAME OF VENDOR, BIDDER, OR PROPOSER

DATE

ADW ARCHITECTS

12.13.17

Signature



Printed Name

JIM POWELL

Title

MANAGING PRINCIPAL



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/19/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Insurance Management Consultants, Inc. P.O. Box 2490 Davidson NC 28036	CONTACT NAME: Doug Farber PHONE (A/C No. Ext): (704) 799-1600 FAX (A/C No.): (704) 799-2955 E-MAIL ADDRESS: cert@imcplis.com	
	INSURER(S) AFFORDING COVERAGE	
INSURED ADW Architects, PA 2815 Coliseum Centre Dr. Suite 500 Charlotte NC 28217	INSURER A: RLI Insurance Company NAIC # 13056	
	INSURER B: Continental Casualty Company 20443	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: 4/25/17 P&C REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		P8B0006981	4/25/2017	4/25/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		P8A0002336	4/25/2017	4/25/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist combined \$ 1,000,000
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		P8Z0002997	4/25/2017	4/25/2018	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	P8W0003904	4/25/2017	4/25/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Professional Liability		A8H004315570	12/16/2016	12/16/2017	Each Claim \$2,000,000 Aggregate \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: Fire Station #56

CERTIFICATE HOLDER

City of Greensboro
P. O. Box 3136
Greensboro, NC 27402

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Jeff Todd/DGP

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E-VERIFY AFFIDAVIT OF

ADW ARCHITECTS

Company

NOW COMES Affiant, first being sworn, deposes and says as follows:

- 1. I desire to bid and/or enter into a contract with the City of Greensboro:
- 2. As part of my duties and responsibilities pursuant to said bid and/or contract, I attest that I am aware of and in compliance with the requirements of E-Verify, Article 2 of Chapter 64 of the North Carolina General Statutes, to include (mark which applies):

After hiring an employee to work in the United States I verify the work authorization of said employee through E-Verify and retain the record of the verification of work authorization while the employee is employed and for one year thereafter; or

I employ less than twenty-five (25) employees in the State of North Carolina.

- 3. As part of my duties and responsibilities pursuant to said bid and/or contract, I attest that to the best of my knowledge any subcontractors employed as a part of this bid and/or contract are in compliance with the requirements of E-Verify, Article 2 of Chapter 64 of the North Carolina General Statutes, to include (mark which applies):

After hiring an employee to work in the United States the subcontractor verifies the work authorization of said employee through E-Verify and retain the record of the verification of work authorization while the employee is employed and for one year thereafter; or

Employ less than twenty-five (25) employees in the State of North Carolina.

Specify subcontractor: JC WALLER & ASSOCIATES & R.M. RUTHERFORD & ASSOCIATES

This the 15 day of November, 2015.

Sworn to and subscribed before me,
this the 15 day of November, 2015.

[Signature]
Affiant
MANAGING PRINCIPAL
Title

Elisaveth Dunn, Notary Public

My Commission Expires: _____
My Commission Expires: June 15, 2019

