



SIGNATURE ATTACHMENT

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

CONTRACTOR/ARCHITECT/ENGINEER: ADW Architects

BY: [Signature] - JIM POWELL
(Owner/President)
VICE

ATTEST: [Signature]
(Secretary)
FINANCIAL ADMINISTRATOR

WITNESS: [Signature]

(SEAL)

APPROVED AS TO FORM: [Signature]
CITY ATTORNEY (Deputy)

APPROVED: [Signature] 9.28.18
DIVISION MANAGER OF FACILITIES

APPROVED: [Signature]
DIRECTOR OF ENGINEERING AND INSPECTIONS

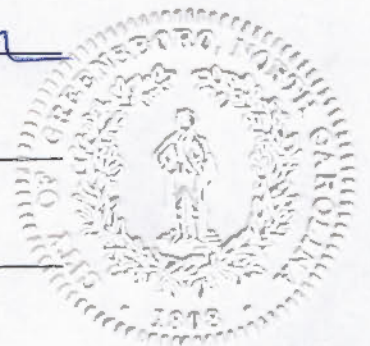
(This instrument has been pre-audited in the manner required by Local Government Budget and Fiscal Control Act)

APPROVED: [Signature]
DEPUTY FINANCE OFFICER

APPROVED: [Signature] AAcm
ASSISTANT CITY MANAGER

APPROVED: [Signature]
MAYOR

ATTEST: [Signature]
CITY CLERK
Deputy



TO AMENDMENT AGREEMENT BETWEEN THE CITY OF GREENSBORO AND
ADW ARCHITECTS

THE AGREEMENT signed by the parties on 10/13/17 is hereby AMENDED as follows:

The agreement (Contract #2017-075) is amended to extend the scope of work to include full architectural and engineering services as required to complete the design of Fire Station no. 56 as outlined in the attached proposal dated July 11, 2018. This amendment, in the amount of \$306,000.00, brings the total cost of the contract to \$315,000.00.

It is expressly agreed by the parties that this contract is supplemental to the original contract, number 2017-075, between the parties, which is made a part by reference, and all terms, conditions, and provisions of the original contract, unless specifically modified, are to apply to this contract and are made a part of this contract as though expressly rewritten, incorporated, and included herein.

In the event of any conflict, inconsistency, or incongruity between the provisions of the amended contract and any of the provisions of the original contract, the provisions of the amended contract shall in all respects govern and control.

IN WITNESS WHEREOF, the parties have executed this Agreement in triplicate originals this the 31 day of July, 2018.

ATTEST:

ADW Architects

By: Elisa R. Dunn

Secretary
FINANCIAL ADMINISTRATOR

By: JIM POWELL

MANAGING PRINCIPAL (Title)
& VICE PRESIDENT

ATTEST:

CITY OF GREENSBORO

By: See attached signature page

City Clerk

By: See attached signature page

City Manager

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

Finance Officer

Approved as to Form: _____

Deputy City Attorney

E-VERIFY AND IRAN DIVESTMENT ADDENDUM

The City of Greensboro (hereinafter, "City") and ADW ARCHITECTS
(hereinafter, "Consultant/Contractor") agree to amend the
DESIGN SERVICES FOR FIRE STATION 56 Agreement entered into on or about
AUGUST 14, 2018 by adding the following two paragraphs as follows:

10. E-Verify

The Consultant certifies that it currently complies with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes, and that at all times during the term of this Agreement, it will continue to comply with these requirements. The Contractor also certifies that it will require that all of its subcontractors that perform any work pursuant to this Agreement to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Violation of this section shall be deemed a material breach of this Agreement.

11. Iran Divestment Certification

As of the date of this Agreement, the Consultant certifies that it is not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. 147- 86.55 *et. seq.* and that the Consultant will not utilize any subcontractor found on the State Treasurer's Final Divestment List. All individuals signing this Agreement on behalf of the Consultant certify that they are authorized by the Consultant to make this certification.

It is expressly agreed by the parties that this Addendum is supplemental to the
DESIGN SERVICES FOR FIRE STATION 56 Agreement executed on or about AUGUST 14,
2018, which is incorporated herein by reference, and all terms, conditions, and provisions of the original Agreement apply to this Addendum and are made a part hereof as though expressly rewritten, incorporated, and included herein. In the event of any conflict, inconsistency, or incongruity between the provisions of this Addendum and any of the provisions of the original Agreement or previous addendums, the provisions of this Addendum shall in all respects govern and control.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum on the 14th day of
AUGUST, 2018.

Name of VENDOR, BIDDER or PROPOSER

DATE

ADW ARCHITECTS

8.14.18

Signature 

Printed Name JIM POWELL

Title MANAGING PRINCIPAL & VICE PRESIDENT

July 11, 2018

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

Re: Greensboro Fire Station 56
Architectural & Engineering Services Proposal

Dear Jerome;

ADW Architects is pleased to provide this proposal to provide Architectural and Engineering Services for the Fire Station #56 Project. We will provide Architectural and Engineering Basic Services as per the latest American Institute of Architects Standard Form of Agreement B101-2007 edition. The Services include Schematic Design, Design Development, Construction Documents, Bidding/Negotiation and Construction Contract Administration Services.

Our Lump Sum Fee for this project, including Basic Services and Additional Services such as Photo Voltaic Coordination, would be \$306,000 for Architectural Services, Site/Civil Engineering, Landscape Architecture, Structural Engineering, Plumbing Engineering, Mechanical Engineering, Electrical Engineering and Professional Cost Estimating Services.

Our Basic Services Fee would be apportioned as follows;

Architectural Services	\$203,500
Site/Civil Engineering & Landscape Architecture	\$ 40,000
MEP Engineering	\$ 41,000
Structural Engineering	\$ 15,000
Professional Cost Estimator	\$ 6,500

Because of our experience completing Fire Station Projects for other Municipalities, we believe this Fee is commensurate with the Services that are needed to provide a successful project for the City of Greensboro, NC.

This Fee is based on the following Project Scope;

- 1- We will provide a custom Design for the City of Greensboro, based on the specific needs of the Greensboro Fire Department and the City of Greensboro.
- 2- This Fee is based on the results of the Advance Planning work completed previously by ADW Architects for this project, which identified the need for a +/-10,630 square foot, one-story Fire Station, with associated site improvements and a construction cost of up to \$4,000,000.
- 3- The Fee includes a Professional Cost Estimator providing Schematic Design, Design Development and Construction Documents cost estimates.

- 4- This Fee includes implementation of some basic Sustainable Design Principles, but not LEED Certification Design Services.
- 5- This Fee does not include Design Services for any off-site improvements that may be needed, such as road widening, sidewalk/curb & gutter improvements, utilities extension, storm water improvements, easements, emergency signals, etc.
- 6- This Fee is based on a 11 month construction duration.
- 7- This Fee includes the following Construction Contract Administration Site Visits for an 11 month construction duration;
Architectural - up to 36 site visits. These visits will include written reports with photographs of job progress.
Site/Civil Engineering & LA – up to 8 site visits
MEP Engineering- up to 6 site visits
Structural Engineering – up to 6 site visits
- 8- The Design for all special systems, such as Telecom/Data, CCTV, Audio Visual, Security, etc. will be provided by the City through Vendors hired directly by the City.
- 9- This Fee includes the Engineering review and coordination of the connection of approximately \$35,000 worth of Photo Voltaic panels. The design of the Photo Voltaic Panel System will be by a Solar Panel Company hired directly by the City.
- 10- This Fee includes attendance by an ADW Architects' representative at Community meetings, if needed, along with preparation for these meetings.
- 11- This Fee does not include any work related to the temporary facilities. All work related to the existing residence that will be renovated for temporary Fire Department use and all work related to the proposed new storage structure for temporary housing of apparatus will be by the City.

The following Services are not included in our Basic Services Fee, as they are typically provided by the Owner through other Consultants or Vendors;

- ❖ Telecommunications, CCTV, Audio Visual and Security Systems Design/Engineering
- ❖ Site Surveying
- ❖ Environmental Engineering
- ❖ Geotechnical Engineering
- ❖ Independent Construction Materials & Compaction Testing
- ❖ Special Inspections

The following Services are also not included in our Fee. They most likely will not be needed. If they are needed, a mutually agreeable hourly cost or lump sum fee can be agreed to at a later date.

- All Services related to Demolition
- Furniture Design/Procurement Services
- Rezoning Services
- Building Commissioning
- Fuel systems Design

- Contractor Pre-Qualification Services
- Architectural Construction Administration Site Visits beyond 36 visits
(site visits include written reports of each visit that include photographs of Construction progress)
- Civil Engineering & LA Consultant Construction Administration site visits beyond 8 visits
- Structural Engineering Consultant Construction Administration site visits beyond 6 visits
- Mechanical/Electrical/Plumbing Engineering Consultant Construction Administration Site visits beyond 6 visits
- Design work related to a Community Approval Process
- Transportation Impact Analysis
- Off-site Storm Water Detention Design
- Fire Hydrant Flow Testing
- Life-cycle Cost Analysis Studies (LCCA) and Energy Modeling
- LEED Design Services
- Separate early bid packages, such as an early site work package, early foundation package, etc
- Site Construction Phasing Plans
- 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 utilities Design/Engineering, etc.
- Design and Permitting of all roadway improvements
- Regulatory application fees/filing fees and all Permitting Fees
- Environmental Assessments/Engineering and Impact Statements
- Hazardous Material Identification/Abatement
- Flood Studies
- Fire Pump Design (needed if water pressure is not sufficient)
- Fire Protection/Sprinkler drawings design beyond design criteria, performance specifications, and details for Permit
- The Fee includes Structural Engineering Services for standard spread footing foundations. If existing soil conditions require a more extensive foundation design, the Structural Engineering to provide these Services would be considered an Additional Service. Please note that the Structural Engineer must rely on the Geotechnical Report of the Subsurface conditions provided by the Owner for their Structural Design.
- All Design for special systems, including Audio Visual, Voice Reinforcement, Security, Telecommunications, Cable TV, etc., beyond locating and specifying J boxes and conduit to above ceiling. *(for future inclusion of cabling and equipment by the Owner's Vendors)*

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

- ❖ All Drawing printing (process, permitting and construction)
- ❖ Project Manual Printing (Specifications)
- ❖ Postage and Handling of Permitting and Bid Documents only
- ❖ Newspaper Ads for Bidding
- ❖ Mounting, foam core, etc. for Owner requested presentation drawings
- ❖ FedEx or rush delivery
- ❖ Permit Fees

Please note that we do not charge for mileage, postage (other than permitting and bid documents), long distance phone calls, meals or any lodging required for this Project.

Our Consultants would be as follows;

Site/Civil Engineering & Landscape Architecture
JC Waller & Associates, PC
7-L Dundas Circle
Greensboro, N.C. 27407

Structural Engineering
STEWART
200 S. College St., Suite 720
Charlotte, N.C. 28202

Mechanical, Electrical, Plumbing and Fire Protection Engineering
AME Consulting Engineers
705 East Morehead Street
Charlotte, N.C. 28202

Professional Cost Estimating
R.M. Rutherford & Associates, Inc.
3328 Mill Pond Road
Charlotte, NC 28226

Jerome, we appreciate the opportunity to provide this proposal. If you have any questions, or if we have misinterpreted any information related to your needed Scope of Services, please do not hesitate to contact us. We look forward to starting this exciting Project.

Sincerely,
ADW Architects



Jim Powell, AIA
Managing Principal



Keith Carlyon, AIA, LEED AP, NCARB
Senior Principal



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/16/2018

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@imcipls.com	
INSURED ADW Architects, PA 2815 Coliseum Centre Dr. Suite 500 Charlotte NC 28217		INSURER(S) AFFORDING COVERAGE INSURER A: RLI Insurance Company INSURER B: Continental Casualty Company INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 13056 20443	

COVERAGES**CERTIFICATE NUMBER:** 4/25/18 P&C Renewal**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 INSD	SUBR 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"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	X		PSB0006981	4/25/2018	4/25/2019	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 Employee Benefits- each employee \$ 1,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			PSA0002336	4/25/2018	4/25/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist combined single \$ 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 \$			PSE0002997	4/25/2018	4/25/2019	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 <input checked="" type="checkbox"/> N/A		PSW0003904	4/25/2018	4/25/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER 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			AEH004315570	12/16/2017	12/16/2018	Per 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

City of Greensboro is Additional Insured as regards General Liability on a primary and non-contributory basis for ongoing and completed operations.

CERTIFICATE HOLDER**CANCELLATION**

City of Greensboro P. O. Box 3136 Greensboro, NC 27402	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/DGF <i>Jeff Todd</i>
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

RLIPack® FOR PROFESSIONALS SCHEDULED ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM – SECTION II – LIABILITY

Schedule

Name of Person(s) or Organization(s):

Fire Station #56
820 Franklin Boulevard
Greensboro, NC 27401

1. **SECTION II C. Who Is An Insured** is amended to include as an additional insured the person or organization shown in the schedule above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part by you or those acting on your behalf:

- a. In the performance of your ongoing operations;
- b. In connection with premises owned by or rented to you; or
- c. In connection with "your work" and included within the "product-completed operations hazard".

2. The insurance provided to the additional insured by this endorsement is limited as follows:

- a. This insurance does not apply to the rendering of or failure to render any "professional services".
- b. This endorsement does not increase any of the limits of insurance stated in **D. Liability And Medical Expenses Limits of Insurance**.

3. The following is added to **SECTION III H.2. Other Insurance – COMMON POLICY CONDITIONS (BUT APPLICABLE ONLY TO SECTION II – LIABILITY)**

However, if you specifically agree in a contract or agreement that the insurance provided to an additional insured under this policy must apply on a

primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with that other insurance, provided that:

- a. The "bodily injury" or "property damage" for which coverage is sought occurs after you have entered into that contract or agreement; or
- b. The "personal and advertising injury" for which coverage is sought arises out of an offense committed after you have entered into that contract or agreement.

4. The following is added to **SECTION III K.2 Transfer of Rights of Recovery Against Others to Us – COMMON POLICY CONDITIONS (BUT APPLICABLE TO SECTION I – PROPERTY AND SECTION II – LIABILITY)**

We waive any rights of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal and advertising injury" arising out of "your work" performed by you, or on your behalf, under a contract or agreement with that person or organization. We waive these rights only where you have agreed to do so as part of a contract or agreement with such person or organization entered into by you before the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" offense is committed.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.