

NORTH CAROLINA

GUILFORD COUNTY

THIS CONTRACT is hereby made, entered into, and effective as of this 17th day of September, 2015, by and between **GUILFORD COUNTY**, a body politic and corporate of the State of North Carolina, hereinafter referred to as the "**COUNTY**," and **MOSER MAYER PHOENIX ASSOCIATES, P.A.**, a professional association with a place of business in Greensboro, North Carolina, hereinafter referred to as the "**CONTRACTOR**," and also collectively referred to as the "Parties."

W I T N E S S E T H :

WHEREAS, for the purpose and subject to the terms and conditions hereinafter set forth, the COUNTY hereby contracts for the items, goods, service or services of the CONTRACTOR and the CONTRACTOR agrees to provide the items, goods, service or services to the COUNTY in accordance with the terms of this Agreement.

WHEREAS, the COUNTY is in need of **ARCHITECTURAL & ENGINEERING SERVICES**; and,

WHEREAS, the CONTRACTOR has submitted a proposal to provide such goods and/or services.

NOW, THEREFORE, in consideration of promises mutually exchanged the Parties agree as follows:

- 1. Goods and/or Services.** CONTRACTOR will provide the goods and/or services as set forth in the **Specifications (Attachment A)** and **Proposal (Attachment B)**, attached hereto and incorporated herein by reference. All items and/or services shall be provided in a competent, workmanlike and professional manner acceptable to the COUNTY. Should there be any discrepancy between the CONTRACTOR'S Proposal (Attachment B) and the Specifications (Attachment A) and/or the first four (4) pages of this Contract, the first four (4) pages of this Contract and/or the Specifications (Attachment A) shall prevail and control.
- 2. Pricing.** As full compensation for the CONTRACTOR'S delivery of the goods and/or services, the COUNTY agrees to pay the amounts for the goods and/or services as set out in Attachment B. Payment will be made by the COUNTY to CONTRACTOR within thirty (30) days of receipt of a correct invoice and proper documentation that the goods and/or services have been delivered or provided in accordance with this Contract.
- 3. Price Only Contract.** The COUNTY is not financially committed by this Contract to purchase any minimum amount of goods and/or services. The financial exposure to the COUNTY is not expected to exceed \$2,500,000.00, and in any event payment will be made only from budgeted funds in accordance with N.C.G.S. Chapter §159. Any work order submitted for this Contract which is \$200,000.00 or above will be presented to the GUILFORD COUNTY Board of County Commissioners for approval prior to beginning work.
- 4. Appropriation.** This Contract is subject to annual appropriation of funds by the GUILFORD COUNTY Board of Commissioners or other funding source, pursuant to N.C.G.S. Chapter §153A-13.
- 5. Term.** This Contract shall be in effect for one (1) year, beginning September 17, 2015, and ending September 16, 2016, with the option to extend for two (2) additional one (1) year renewals at the same pricing and terms and conditions upon mutual written Agreement executed by both Parties. A "Notice to Proceed" for each project will be issued by the COUNTY prior to the start of work by CONTRACTOR.
- 6. Amendment.** The terms of this Agreement may only be modified or amended with a written Contract Amendment executed by both Parties.

7. Termination. The COUNTY may at any time and for any reason terminate CONTRACTOR'S services and work at COUNTY'S convenience, after notification to the CONTRACTOR in writing via certified mail. Upon receipt of such notice, CONTRACTOR shall, unless the notice directs otherwise, immediately discontinue the work and placing of orders for materials, facilities and supplies in connection with the performance of this Agreement.

Upon such termination, CONTRACTOR shall be entitled to payment only as follows: (1) the actual cost of the work completed in conformity with this Agreement and (2) such other costs actually incurred by CONTRACTOR as approved by COUNTY. There shall be deducted from such sums as provided in this paragraph the amount of any payments made to CONTRACTOR prior to the date of the termination of this Agreement. CONTRACTOR shall not be entitled to any claim or claim of lien against COUNTY for any additional compensation or damages in the event of such termination and payment.

8. Notices. All notices pursuant to this Agreement shall be in writing and delivered personally or mailed by certified mail, registered mail, postage prepaid, with return receipt requested, at the addresses appearing below, but each Party may change such address by written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt. Mailed notices will be deemed communicated as of three (3) days after mailing.

Marty K. Lawing, Guilford County Manager
GUILFORD COUNTY
P.O. Box 3427 (zip code 27402)
301 West Market Street
Greensboro, NC 27401

William D. Moser, Jr., AIA, President
MOSER MAYER PHOENIX ASSOCIATES, P.A.
328 East Market Street
Greensboro, NC 27401

9. Independent Contractor/Indemnification. CONTRACTOR shall operate as an independent contractor for all purposes. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between the COUNTY and either the CONTRACTOR or any employee or agent of CONTRACTOR. CONTRACTOR is an independent contractor and not an employee, agent, joint venture or partner of the COUNTY.

The Parties agree to each be solely responsible for their own acts or omissions in the performance of each of their individual duties hereunder, and shall be financially and legally responsible for all liabilities, costs, damages, expenses and attorney fees resulting from, or attributable to any and all of their individual acts or omissions to the extent allowable by law.

10. Assumption. If CONTRACTOR should undergo merger, acquisition, bankruptcy or any change in their ownership or their name for any reason, CONTRACTOR must immediately notify GUILFORD COUNTY in writing of these changes and provide the COUNTY with legal documentation supporting these changes, such as an Assumption Agreement, Bill of Sale, Articles of Incorporation, Articles of Amendment, sales contract, merger documents, etc. Further, CONTRACTOR will submit the name and address of the assuming CONTRACTOR'S registered agent for service of process and/or all notices required under this Contract.

11. Severability. If any provision of this Contract is held unenforceable, then such provision will be modified to reflect the Parties' intention. All remaining provisions of this Contract shall remain in full force and effect.

12. Force Majeure. Neither Party shall be liable to the other Party for any failure or delay caused by events beyond such Party's control and not due to its own negligence, provided that such Party uses commercially reasonable efforts to resume performance as soon as reasonably practicable. The non-performing Party shall notify the other Party of the force majeure event within twenty-four (24) hours of the onset thereof. In the event that a force majeure event precludes CONTRACTOR from performing services and/or providing goods for a period of ten (10) consecutive business days, the COUNTY shall have the right to: (a) procure replacement

goods and/or services from an alternative source and/or (b) terminate the Contract or portion(s) of Contract upon written notice to CONTRACTOR.

13. Headings/Titles/Wording. Inclusion of titles of paragraphs or section headings, capitalization of certain words or phrases and/or bold face typestyle of certain words or phrases in this Contract are for convenience purposes only and shall not be used to interpret or construe the provisions of this Agreement. The terms "Contract" and "Agreement" have the same meaning and may be used interchangeably throughout this document. The terms "Attachment", "Exhibit" and "Addendum" have the same meaning and may be used interchangeably throughout this document.

14. Entire Agreement. This Contract, including the Exhibits and/or Attachments, if any, sets forth the entire Agreement between the Parties. All prior conversations or writings between the Parties hereto or their representatives are merged within and extinguished. This Contract shall not be modified except by a writing subscribed to by all the Parties.

15. Jurisdiction. The Parties agree that this Contract is subject to the jurisdiction and laws of the State of North Carolina. The CONTRACTOR will comply with bid restrictions, if any, and applicable laws, including N.C.G.S. §143-129(j) regarding E-Verify. Any controversies arising out of this Contract shall be governed by and construed in accordance with the laws of the State of North Carolina. An **Affidavit Regarding E-Verify** is attached hereto and incorporated herein by reference as **Exhibit I**.

(The remainder of this page is intentionally left blank.
This Contract continues on the following page.)

GUILFORD COUNTY CONTRACT NO. 57821-08/15-132
MOSER MAYER PHOENIX ASSOCIATES, P.A. (CONTRACTOR)

WITNESS the following signatures and seals all pursuant to authority duly granted, effective as of the day and year first above written.

GUILFORD COUNTY

ATTEST:

Marty K. Lawing, Guilford County Manager

Guilford County Clerk to Board

(COUNTY SEAL)

MOSER MAYER PHOENIX ASSOCIATES, P.A.

ATTEST/WITNESS:

William D. Moser, Jr., AIA, President

Printed Name and Title:

This contract does not create an obligation to purchase and, therefore, has not been preaudited. Purchases under this contract shall only be made pursuant to purchase orders, each of which will contain a preaudit certificate.

Guilford County Finance Director

STATE OF NORTH CAROLINA

EXHIBIT I

COUNTY OF GUILFORD

AFFIDAVIT REGARDING E-VERIFY

I, _____ (the individual attesting below), being duly authorized by and on behalf of
_____ (the entity bidding on project hereinafter "Employer") after first being duly sworn
hereby swears or affirms as follows:

1. Employer understands that E-Verify is 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 in accordance with NCGS §64-25(5).
2. Employer understands that Employers Must Use E-Verify. Each employer, 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).
3. Employer is a person, business entity, or other organization that transacts business in this State and that employs 25 or more employees in this State. Mark "Yes" or "No":
 - a. YES _____; or,
 - b. NO _____
4. Employer's subcontractors comply with E-Verify, and if Employer is the winning bidder on this project Employer will ensure compliance with E-Verify by any subcontractors subsequently hired by Employer.

This ____ day of _____, 2015.

Signature of Affiant
Print or Type Name: _____

State of North Carolina County of Guilford

Signed and sworn to (or affirmed) before me, this the _____

day of _____, 2015.

My Commission Expires:

Notary Public

(Affix Official/Notarial Seal)

**ATTACHMENT A – GUILFORD COUNTY CONTRACT NO. 57821-08/15-132
MOSER MAYER PHOENIX ASSOCIATES, P.A. (CONTRACTOR)**

Guilford County – REQUEST FOR QUALIFICATIONS

This advertisement is for ARCHITECT & ENGINEERING SERVICES for two types of projects: (1) new construction and (2) repair and alteration (R&A) projects. A firm must be willing to perform services required under both types of projects. The work includes design for new facilities and expansions, design services for repair and alteration projects, engineering evaluations, project management support, preparation of contract documents, contract administration, commissioning, and inspection services. The contract will cover facilities in Guilford County, NC. The contract will have a **base term of one year** and will have **(2) one-year** renewal options. The total contract amount over the **three-year** period cannot exceed \$5,000,000. Individual work orders will be negotiated for each project. Work orders for any one project cannot exceed \$500,000. Typical work orders range from \$500 to \$100,000. Firms that have the qualifications to perform the services described are invited to submit one (1) original and two (2) copies of the their information in a format that is comparable to the information and format that is being requested in the GSA form SF-330, (Architect-Engineer Qualifications. SF-330 can be found at www.gsa.gov under the Forms Library.) The Architect-Engineer may use the SF-330 form as their submittal documents, but the information will apply to Guilford County and not the Federal Government as indicated in the SF-330.

Firms must also submit a statement that addresses the following questions / items: (1) How long has the technical team been working together? Provide areas of expertise for each team member, and provide details on how the technical team will be structured and managed. Note: The technical team is defined as all architects, engineers, project managers, and construction administrators that will be directly assigned to support this contract (2) What experience does the team have in renovation projects? Provide information on specific projects. (3) What experience does the team have in historical preservation projects? Provide information on specific projects. (4) What experience does the team have in responding to emergencies (i.e. flooding, accidents resulting in structural damage, etc.)? Provide information on specific projects. (5) What experience does the team have in HVAC controls renovation projects? Provide information on specific projects. (6) What approach does the team have on ensuring that projects are completed on schedule and within budget? (7) Provide typical office information on work hours, days of operation, emergency contact information, and evidence of current errors and omissions insurance of \$200,000 per claim.

All firms must be licensed to perform architect and engineering services in North Carolina. Prime firms must have at least two licensed architects on staff who maintains licenses for North Carolina. The prime firm, in conjunction with any consultants, must have at least one electrical engineer, one mechanical engineer, one structural engineer, and one civil engineer licensed in North Carolina. Prime firms must be located within 75 miles of Greensboro, NC. There is no restriction on the geographical location of consultants. Prime firms that plan to use resources from more than one of their offices in North Carolina must indicate on their SF-330 the staffing compositions of each of those offices.

Firms will be evaluated on the content of their submitted forms and the responses to the questions / items above. At the discretion of Guilford County, contracts may be awarded to more than one A/E firm. Participation of minority-owned and woman-owned businesses is encouraged but is not an evaluation factor. It is prohibited to pay any fee, commission, percentage, or brokerage fee to any person or firm contingent upon or resulting from award of a contract for this project.

Submissions will not be retained or returned. This is not a request for proposal.

Submit the required documentation to:

Guilford County Purchasing Department
Attn: Bonnie Stellfox, Director
Old County Courthouse, 301 W. Market Street, Room B-32
Greensboro, North Carolina 27401

Guilford County
REQUEST FOR QUALIFICATIONS

This advertisement is for ARCHITECT & ENGINEERING SERVICES for two (2) types of projects:

(1) new construction and (2) repair and alteration (R&A) projects.

A firm must be willing to perform services required under both types of projects. The work includes the following:

- design for new facilities and expansions,
- design services for repair and alteration projects,
- engineering evaluations,
- project management support,
- preparation of contract documents, contract administration,
- commissioning and inspection services.

The contract(s) will cover facilities in Guilford County, NC. The contract will have a base term of one year and will have **(2) one-year** renewal options, for an overall contract period of three years. The total contract amount over the **three-year** period cannot exceed \$5,000,000. Individual work orders will be negotiated for each project. Work orders for any one project cannot exceed \$500,000. Typical work orders range from \$500 to \$100,000. Firms that have the qualifications to perform the services described are invited to submit one (1) original and two (2) hard copies of the their information in a format that is comparable to the information and format that is being requested in the GSA form SF-330, (Architect-Engineer Qualifications. SF-330 can be found at www.gsa.gov under the Forms Library.) The Architect-Engineer may use the SF-330 form as their submittal documents, but the information will apply to Guilford County and not the Federal Government as indicated in the SF-330.

Firms must also submit a statement that addresses the following questions / items:

- (1) How long has the technical team been working together? Provide areas of expertise for each team member, and provide details on how the technical team will be structured and managed. Note: The technical team is defined as all architects, engineers, project managers, and construction administrators that will be directly assigned to support this contract
- (2) What experience does the team have in renovation projects? Provide information on specific projects.
- (3) What experience does the team have in historical preservation projects? Provide information on specific projects.
- (4) What experience does the team have in responding to emergencies (i.e. flooding, accidents resulting in structural damage, etc.)? Provide information on specific projects.
- (5) What experience does the team have in HVAC controls renovation projects? Provide information on specific projects.
- (6) What approach does the team have on ensuring that projects are completed on schedule and within budget?
- (7) Provide typical office information on work hours, days of operation, emergency contact information, and evidence of current errors and omissions insurance of \$200,000 per claim.

All firms must be licensed to perform Architect and Engineering services in North Carolina. Prime firms must have at least two (s) licensed Architects on staff who maintain licenses for North Carolina. The prime firm, in conjunction with any consultants, must have at least one electrical engineer, one mechanical engineer, one structural engineer, and one civil

**ATTACHMENT A – GUILFORD COUNTY CONTRACT NO. 57821-11/15-132
MOSER MAYER PHOENIX ASSOCIATES, P.A. (CONTRACTOR)**

engineer licensed in North Carolina. Prime firms must be located within 75 miles of Greensboro, NC. There is no restriction on the geographical location of consultants. Prime firms that plan to use resources from more than one of their offices in North Carolina must indicate this in their submittal package. The package must indicate the staffing compositions of each of those offices.

Firms will be evaluated on the content of their submittal forms and the responses to the questions / items above. At the discretion of Guilford County, contracts may be awarded to more than one A/E firm. Participation of minority-owned and woman-owned businesses is encouraged but is not an evaluation factor. It is prohibited to pay any fee, commission, percentage, or brokerage fee to any person or firm contingent upon or resulting from award of a contract for this project. Submissions will not be retained or returned. Please submit your response(s) with one (1) original and two (2) copies to the address listed below, and your responses must be received by the event close date and time of June 16, 2015 @ 10:00 AM (EST). This is not a request for proposal.

Submit the required documentation to:

Guilford County Purchasing Department
Attn: Bonnie Stellfox
Old County Courthouse, 301 W. Market Street, Room B-32
Greensboro, North Carolina 27401



Guilford County's General Terms and Conditions

1. This bid package serves as official notice that GUILFORD COUNTY is soliciting and will receive bids for the item(s) and/or service(s) stated on the event cover page and outlined in the Bid specifications. Bids shall be submitted electronically via the Purchasing Department's Strategic Sourcing website:
www.co.guilford.nc.us/sourcing **by the event close date and time specified.**
2. All addenda to this bid package will be issued electronically. No oral changes by anyone shall affect this bid package.
3. The official bid price, quote, response for RFP, RFQ, or otherwise instructed; shall be signed by a duly authorized person acknowledging full understanding of the bid information and all addenda. The signature shall be witnessed and the Corporate Seal affixed if a corporation. The exact legal name of the corporation or other entity shall be provided
4. Price quotes shall be net, to include all discounts and delivery charges to GUILFORD COUNTY. In cases of difference between unit price and total price, unit price shall prevail unless otherwise noted.
5. Items and services bid are for delivery or completion as soon as possible unless otherwise stated. Delivery or completion dates could therefore be important in making the award.
6. State and local sales taxes are not to be included in quotes, but they are to be added later to all invoices shown as a separate line item for payment. Federal (sales-excite) taxes, where applicable, are to be included in quotes as they are a part of the purchase price.
7. All Formal Bids will be publicly opened and recorded at the date and time specified by and in the Purchasing Department. It is GUILFORD COUNTY's policy to announce the award electronically. All other information, except that specifically noted by the Supplier as being of a Confidential nature, becomes public record in accordance with GS 132 and other applicable North Carolina laws. All interested parties are invited to attend any Formal Bid opening.
8. GUILFORD COUNTY will have a period of thirty (30) days, unless otherwise stated, after opening to analyze and award to lowest responsive and responsible bidder based on service, quality, delivery date, performance data and price. The successful supplier shall promptly enter into a contract acceptable to Guilford County.
9. All Events/Bids in the Formal Range require the final approval of the GUILFORD COUNTY Board of Commissioners who normally meet in open session two times each month, the first and third Thursday at 5:30 PM. Everyone is invited to attend those meetings.
10. A Bid Deposit may be required. If this is the case, it will be clearly stated in the Event specifications for each package. If a bid deposit is required, it should be no less than 5% of the total bid in cash, cashier's check, certified check, or a Bid Bond. The checks shall be drawn on a bank or trust company insured by the Federal Deposit Insurance Corporation; and, the bond shall be a corporate surety licensed under the State of North Carolina. The obligee in either check or bond shall be Guilford County.
11. If Bid Deposit Checks are received, they will be returned to all suppliers when the successful supplier has been selected and the contract awarded by Guilford County. The successful deposit check will be returned when the required contract has been executed.
12. In addition to the bid deposit or bid bond, some supplier's may require a separate

Performance Bond and/or laborers-materials men's bond as provided by law in the amount of the contract by the awarded supplier(s). If this is required, it will be clearly stated in the bid specifications. In place of a bond; cash, cashiers check, certified check or government securities shall be acceptable.

13. Guilford County reserves the right to reject any or all bids if in the best interest of the County.
14. In case of default by the Supplier, Guilford County shall retain the Bid Deposit or call upon the Bid Bond surety unless otherwise provided by Law.
15. Guilford County's policy is normally Net 30 days upon completion and acceptance. In the case of some longer term projects, Guilford County may choose to release partial payments to the supplier each month based on 90% of the estimated value of the work completed. The final payment will be released within thirty (30) days or less after the satisfactory completion of all work, its acceptance by Guilford County and the settlement of all other claims and accounts.
16. In the case of Continuing Service Type Contracts, payment will be made monthly or as otherwise agreed upon.
17. It is Guilford County's Purchasing Policy to conduct all purchasing within the North Carolina Laws and Guilford County Purchasing Policy, to provide each supplier/contractor an equal opportunity to participate, and to award on a best value basis. In order to accomplish our policy, we intend to make every supplier/contractor aware of each purchasing opportunity. Contracts shall be awarded to the lowest responsive and responsible bidder(s) based on quality, performance and the time specified in the proposal for the performance of the contract. Suppliers/contractors should register online at www.co.guilford.nc.us/sourcing.
18. A Material Safety Data Sheet (MSDS) shall be furnished to Guilford County for all products purchased that contain hazardous material and/or components.
19. Any supplier/contractor performing work on GUILFORD COUNTY property is required to have adequate Liability and Workers Compensation Insurance that will fully protect GUILFORD COUNTY from any damages to property and/or persons caused by the supplier/contractor.
20. The successful supplier shall be required (and is responsible) to take Affirmative Action to employ Disabled Veterans and Veterans of the Viet Nam era, including listing vacancies with the North Carolina Employment Security Commission, under 42 US Code 4212 and applicable regulations thereafter.

The successful supplier shall be required to employ in the workforce only those laborers whose employment is consistent with all applicable State and Federal Laws. The successful supplier, and each subcontractor, shall prior to performance of the work receive clear written evidence from each laborer that said laborer may lawfully be employed. Said evidence shall immediately be submitted to the County. Failure of said Supplier or Subcontractor to receive, retain and/or provide to the County such evidence shall constitute a material breach of the Contract with the County.
21. The Supplier shall take Affirmative Action in complying with all Federal and State requirements concerning fair employment without regard to discrimination by reason of race, color, religion, sex, national origin or physical handicap.
22. The successful Supplier is responsible for compliance with all applicable Local, State and Federal Laws, including all state and local permits, licenses and fees.

23. If the Supplier/Contractor should undergo merger, acquisition or any change in their ownership or their name for any reason, the provider shall immediately notify Guilford County in writing of these changes and provide Guilford County with legal documentation supporting these changes, such as an Assumption Agreement, Bill of Sale, Articles of Incorporation, Articles of Amendment, sales contract, merger documents, etc. Further, the Supplier/Contractor shall submit the name and address of their registered agent for Service of Process and/or all notices required under the contract(s). This contract shall not be assumed or otherwise transferred to another party by the Supplier/Contractor without the express written consent of Guilford County, which said consent will be evidenced by acceptance memo, letter or e-mail from the Guilford County Manager, or designee, to the original Supplier/Contractor under the contract and the assuming Supplier/Contractor.
24. Provider shall operate as an independent contractor for all purposes. The Parties agree to each be solely responsible for their own acts or omissions in the performance of each of their individual duties hereunder, and shall be financially and legally responsible for all liabilities, costs, damages, expenses and attorney fees resulting from, or attributable to any and all of their individual acts or omissions to the extent allowable by law.
25. This contract is governed by the Laws of the State of North Carolina.

**ATTACHMENT A – GUILFORD COUNTY CONTRACT NO. 57821-08/15-132
MOSER MAYER PHOENIX ASSOCIATES, P.A. (CONTRACTOR)**

**REQUIREMENTS PERTAINING TO THE PARTICIPATION OF MINORITY BUSINESSES IN BUILDING
(CONSTRUCTION - REPAIR) CONTRACTS FOR GUILFORD COUNTY, N.C.**

Date 1-1-02

One primary responsibility of Guilford County (GC) government is the proper use of public revenue to purchase the various items, services, construction and repairs needed to operate. All expenditures of county funds must be in accordance with the NC laws. Construction contracts are subject to applicable laws, including Article 8, N.C.G.S. Chapter 143, which shall control in the event of any conflict.

For building (construction - repair), whose estimated total cost is \$300,000 or more, a formal bid process is required. This generally consists of written specifications, advertisement, bid bond, usually a prebid meeting, at least three responses on the first opening, public opening of bids, Commissioners' approval, notice of award to all participants, and written contract.

Specifications for building (construction - repair) projects requiring an expenditure of \$300,000 or more requires separate specifications for the following areas of work:

- Heating, Ventilating and Air Conditioning (HVAC)
- Plumbing
- Electrical
- General

and may be bid separate-prime (allowing bids for each of the above categories), single-prime (a bid for the total project), or dual-prime, as provided in Article 8, N.C.G.S. Chapter 143. Award is made to the lowest responsive, responsible bidder(s), as provided by law.

Contractors who bid single-prime must identify in their bid response the names of each sub-contractor for HVAC, Plumbing and Electrical.

For building (construction - repair) projects requiring an expenditure of \$100,000 or more, state law (G.S. 143-128.2) requires the public government (awarding authority) involved to adopt, after a public notice and a public hearing, an appropriate verifiable percentage goal for participation by minority business in the total value of work for each building (construction - repair) contract awarded. G.S. 143-128.2 must be read, understood, and complied with by each bidder.

Guilford County has established its verifiable minority participation goal on 3-5-90 at ten (10) percent.

In addition, each separate-prime and single-prime contractor must establish its own goal when dealing with sub-contractors and provide appropriate documentation to the awarding authority.

In each case, the responsibilities of auditing and compliance with this law is that of the awarding authority, which in this case is Guilford County.

A minority business is defined as ownership of 51% or more by a minority. Minorities are officially defined as:

- (a) Black, that is, a person having origins in any of the black racial groups in Africa;
- (b) Hispanic, that is, a person of Spanish or Portuguese culture with origins in Mexico, in South or Central America, or the Caribbean Islands, regardless of race;
- (c) Asian American, that is, a person with origins in any of the original peoples of the Far East, Southeast Asia and Asia, the Indian subcontinent, or the Pacific Islands;
- (d) American Indian, that is, a person having origins in any of the original Indian peoples of North America; or
- (e) Female.

**ATTACHMENT A – GUILFORD COUNTY CONTRACT NO. 57821-08/15-132
MOSER MAYER PHOENIX ASSOCIATES, P.A. (CONTRACTOR)**

(Requirements - continued)

Page 2

The Guilford County method of compliance is basically as follows:

1. For any expenditure of funds, including building construction and repair, it is GC's policy to give every supplier, business or contractor in Guilford County an equal and fair opportunity to participate. In order to accomplish this, we maintain a list of all suppliers, businesses and contractors. We have also identified all minorities on this list and we update this list on a continuous basis.
2. When bids are needed for any item, service, construction or repair, we make sure that all on our list are contacted by mail and/or phone. Larger expenditure items requiring formal bids are advertised.
3. All building construction and repair contracts over \$300,000 would be in the formal bid range requiring the mailing of bid packages (specifications), advertising and prebid meetings. All contractors on our list will either be mailed a copy of the bid package or notified in writing as to how a bid package can be obtained. All contractors on our list will also be invited to our prebid meetings.
4. In our bid package and at our prebid meeting, we explain that every contractor will be given an equal opportunity to obtain all or part of the contract award. Guilford County is ready and willing to work with any contractor to help it understand and properly compete for contract awards. The other requirements of G.S. 143-128.2 and G.S. 143-128.3 will be complied with by the County, when applicable.
5. Guilford County maintains a record as to who was awarded contracts and with the minority identification GC can state the percentage of minority participation.
6. This goal of ten (10) percent is a goal, and is not a requirement, demand, set aside or guarantee to minorities. It is, however, a serious goal and we seek to achieve this goal, as explained above, by continuing to give every supplier, business and contractor an equal opportunity to participate but to make all purchases and to award all contracts on the basis of best value.
7. All bidders shall make the minority participation disclosures required by G.S. 143-128.2(c) and comply with the other requirements of G.S. 143-128.2.

The state law requires and Guilford County expects its contractors to deal with their sub-contractors in the same manner and the state law and Guilford County require verification that this approach is being followed. The minority percentage goal set by each contractor for their sub-contractors is up to them and does not necessarily have to agree with the ten (10) percent which has been set by Guilford County. The method in which all prime contractors plan to attain this goal is, however, very important to GC and must be fully explained and it will be audited by GC.

Guilford County will help any contractor in this effort by supplying a list of all minority suppliers by trade category. Guilford County will consider a "good faith" effort by the contractor involved if the contractor makes a positive effort to contact each minority supplier and to allow each an equal opportunity to quote on the particular work involved.

If anyone has questions concerning GC's approach to the minority participation percentage goal, what is covered here, what is covered by the GC resolution, or the NC laws, they should contact Guilford County Purchasing at 336-641-3226.

(Requirements - continued)

Page 3

MINORITY BUSINESS PARTICIPATION REQUIREMENTS;

Provide on the bid - Under GS 143-128.2(c) the undersigned bidder shall identify **on its bid** (Identity of Minority Business Participation Form) the minority businesses that it will use on the project with the total dollar value of the bids that will be performed by the minority businesses. **Also** list the good faith efforts (Affidavit A) made to solicit minority participation in the bid effort.

Note: A contractor that performs all of the work with its own workforce may submit an Affidavit (B) to that effect in lieu of the participation form and Affidavit (A) required above.

After the bid opening - The Owner will consider all bids and alternates and determine the lowest responsible, responsive bidder. Upon notification of being the apparent low bidder, the bidder shall then file within 72 hours of the notification of being the apparent lowest bidder, the following:

An Affidavit (C) that includes a description of the portion of work to be executed by minority businesses, expressed as a percentage of the total contract price, which is equal to or more than the 10% goal established. This affidavit shall give rise to the presumption that the bidder has made the required good faith effort and Affidavit D is not necessary;

OR

If less than the 10% goal, Affidavit (D) of its good faith effort to meet the goal shall be provided. The document must include evidence of all good faith efforts that were implemented, including any advertisements, solicitations and other specific actions demonstrating recruitment and selection of minority businesses for participation in the contract.

Note: Bidders must submit **with their bid** the Identification of *Minority Business Participation* list and Affidavit A **or** Affidavit B as applicable. Failure to file a required affidavit or documentation with the bid or after being notified apparent low bidder may be grounds for rejection of the bid.

R09-02

Attach to Bid

R09-02

**ATTACHMENT A – GUILFORD COUNTY CONTRACT NO. 57821-08/15-132
MOSER MAYER PHOENIX ASSOCIATES, P.A. (CONTRACTOR)**

Attach to Bid

Attach to Bid

Attach to Bid

Attach to Bid

Attach to Bid

State of North Carolina - AFFIDAVIT A - Listing of the Good Faith Effort

County of _____

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. (1 NC Administrative Code 30 1.0101)

- ☐ 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 waiving 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.

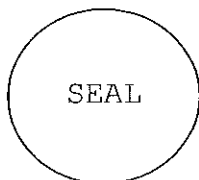
The undersigned, if apparent low bidder, will enter into a formal agreement with the firms listed in the Identification of Minority Business Participation schedule conditional upon scope of contract to be executed with the Owner. Substitution of contractors must be in accordance with GS143-128.2(d). 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 North Carolina, County of _____

Subscribed and sworn to before me this _____ day of _____ 20____

Notary Public _____

My commission expires _____

ATTACHMENT A – GUILFORD COUNTY CONTRACT NO. 57821-08/15-132
MOSER MAYER PHOENIX ASSOCIATES, P.A. (CONTRACTOR)

Attach to Bid

Attach to Bid

Attach to Bid

Attach to Bid

Attach to Bid

**State of North Carolina -AFFIDAVIT B - Intent to Perform Contract
with Own Workforce .**

County of _____

Affidavit of _____
(Name of Bidder)

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

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

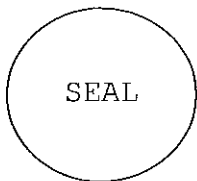
The Bidder agrees to provide any additional information or documentation requested by the owner in support of the above statement.

The 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 North Carolina, County of _____

Subscribed and sworn to before me this _____ day of _____ 20

Notary Public _____

My commission expires _____

**ATTACHMENT A – GUILFORD COUNTY CONTRACT NO. 57821-08/15-132
MOSER MAYER PHOENIX ASSOCIATES, P.A. (CONTRACTOR)**

Do not submit with bid

Do not submit with bid

Do not submit with bid

Do not submit with bid

**State of North Carolina - AFFIDAVIT C - Portion of the Work to be
Performed by Minority Firms**

County of _____

(Note this form is to be submitted only by the apparent lowest responsible, responsive bidder.)

If the portion of the work to be executed by minority businesses as defined in GS143-128.2(g) is equal to or greater than 10% of the bidders total contract price, then the bidder must complete this affidavit. This affidavit shall be provided by the apparent lowest responsible, responsive bidder within 72 hours after notification of being low bidder.

Affidavit of _____ I do hereby certify that on the

(Project Name)

Project ID# _____ Amount of Bid \$ _____

I will expend a minimum of _____ % of the total dollar amount of the contract with minority business enterprises. Minority businesses will be employed as construction subcontractors, vendors, suppliers or providers of professional services. Such work will be subcontracted to the following firms listed below.

Attach additional sheets if required

Name and Phone Number	*Minority Category	Work description	Dollar Value

*Minority categories: Black, African American (B), Hispanic (H), Asian American (A) American Indian (I), Female (F) Socially and Economically Disadvantaged (D)

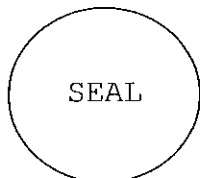
Pursuant to GS143-128.2(d), the undersigned will enter into a formal agreement with Minority Firms for work listed in this schedule conditional upon execution of a contract with the Owner. Failure to fulfill this commitment may constitute a breach of the contract.

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

Date: _____ Name of Authorized Officer: _____

Signature: _____

Title: _____



State of North Carolina, County of _____
Subscribed and sworn to before me this _____ day of _____ 20____
Notary Public _____
My commission expires _____

**ATTACHMENT A – GUILFORD COUNTY CONTRACT NO. 57821-08/15-132
MOSER MAYER PHOENIX ASSOCIATES, P.A. (CONTRACTOR)**

R09-02

Do not submit with bid Do not submit with bid Do not submit with bid Do not submit with bid

State of North Carolina - AFFIDAVIT D - Good Faith Efforts

County of _____

(Note this form is to be submitted only by the apparent lowest responsible, responsive bidder.)

If the goal of 10% participation by minority business is not achieved, the Bidder shall provide the following documentation to the Owner of his good faith efforts:

(Name of Bidder)

Affidavit of: _____

I do certify the attached documentation as true and accurate representation of my good faith efforts.

(Attach additional sheets if required)

Name and Phone Number	*Minority Category	Work description	Dollar Value

*Minority categories: Black, African American (B), Hispanic (H), Asian American (A) American Indian (I), Female (F) Socially and Economically Disadvantaged (D)

Documentation of the Bidder's good faith efforts to meet the goals set forth in these provisions. Examples of documentation include, but are not limited to, the following evidence:

- A. Copies of solicitations for quotes to at least three (3) minority business firms from the source list provided by the State or local government for each subcontract to be let under this contract (if 3 or more firms are shown on the source list). Each solicitation shall contain a specific description of the work to be subcontracted, location where bid documents can be reviewed, representative of the Prime Bidder to contact, and location, date and time when quotes must be received.
- B. Copies of quotes or responses received from each firm responding to the solicitation.
- C. A telephone log of follow-up calls to each firm sent a solicitation.
- D. For subcontracts where a minority business firm is not considered the lowest responsible sub-bidder, copies of quotes received from all firms submitting quotes for that particular subcontract.
- E. Documentation of any contacts or correspondence to minority business, community, or contractor organizations in an attempt to meet the goal.
- F. Copy of pre-bid roster.
- G. Letter documenting efforts to provide assistance in obtaining required bonding or insurance for minority business.
- H. Letter detailing reasons for rejection of minority business due to lack of qualification.
- I. Letter documenting proposed assistance offered to minority business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letter of credit, including waiving credit that is ordinarily required.

Failure to provide the documentation as listed in these provisions may result in rejection of the bid and award to the next lowest responsible and responsive bidder.

Date: _____ Name of Authorized Officer: _____

Signature: _____

Title: _____

SEAL

State of North Carolina, County of _____

Subscribed and sworn to before me this _____ day of _____ 20____

Notary Public _____ My commission expires _____

APPENDIX E

MBE DOCUMENTATION FOR CONTRACT PAYMENTS

Prime Contractor/Architect: _____

Address & Phone: _____

Project Name: _____

SCO Project ID: _____

Pay Application #: _____ Period: _____

The following is a list of payments made to Minority Business Enterprises on this project for the above-mentioned period.

MBE FIRM NAME	* TYPE OF MBE	AMOUNT PAID THIS MONTH (With This Pay App)	TOTAL PAYMENTS TO DATE	TOTAL AMOUNT COMMITTED

*Minority categories: Black (B), Hispanic (H), Asian American (AA), American Indian (AI),
White Female (WF), Socially and Economically Disadvantaged (SED), Disabled (D)

Approved/Certified By:

Name

Title

Date

Signature

SUBMIT WITH EACH PAY REQUEST - FINAL PAYMENT - FINAL REPORT

**Guilford County North Carolina
Indefinite Delivery Indefinite Quantity contract
for Architectural Services**

This **AGREEMENT** is made this _____ day of _____, 20____ between Guilford County, hereinafter called the "Owner", and _____ hereinafter called the "Designer".

This is an Indefinite Delivery Indefinite Quantity (IDIQ) type contract. Individual work orders will be negotiated for each project. The work order will include details on the scope of work, schedule, deliverables, budget, etc.

Any work order over \$90k must be reviewed / approved by the Board of Commissioners. The attached rate schedule is to be used for all services provided unless otherwise agreed. Additional services such as geotechnical, surveys, testing, commissioning, onsite project management, and their associated fees may be negotiated for specific projects. All work performed under this contract shall be per the provided terms and agreements.

TERMS AND CONDITIONS OF THE AGREEMENT

Art. 1	Basic Services of the Designer	4
Art. 2	Additional Services of the Designer	8
Art. 3	Full-Time Construction Inspection	8
Art. 4	The Owner's Responsibilities	8
Art. 5	Limitations of Project Cost and Project Scope	9
Art. 6	Reproduction Expenses	10
Art. 7	Payments to the Designer	10
Art. 8	Accounting Records of the Designer	10
Art. 9	Ownership of Plans and Specifications	10
Art. 10	Termination of Agreement	11
Art. 11	Successors and Assigns	11
Art. 12	Extent of Agreement	11

ARTICLE 1

BASIC SERVICES OF THE DESIGNER

Schematic Design Phase

- 1-1 The Designer shall consult with the Owner to ascertain the requirements of the project and shall confirm such requirements to the Owner in writing.
- 1-2 He shall prepare schematic design studies, leading to a recommended solution together with a general description of the project for approval by the Owner.
- 1-3 He shall submit to the Owner a statement of probable construction cost based on the area, volume or other current unit costs.
- 1-4 The Designer will be permitted to reduce the scope of the project, within reasonable limits approved by Owner, if such reduction is deemed necessary in order to not exceed the total project budget cost as set forth in the body of Page 1 of this Agreement.

Design Development Phase

- 1-5 The Designer shall prepare from the approved schematic design studies, for approval by the Owner, the design development documents which shall include site and floor plans, elevations and other drawings, and outline specifications as are necessary to fix and illustrate the size and character of the entire project in its essentials as to kinds of material, type of structure, mechanical and electrical systems, and such other work as may be required, including site and utility requirements.
- 1-6 The Designer shall submit to the Owner a further statement of probable construction cost.

Construction Document Phase

- 1-7 The Designer shall prepare from the approved design development documents, working drawings and specifications setting forth in detail and prescribing the work to be done and the materials, workmanship, finishes and equipment required for the engineering, architectural, structural, mechanical, electrical and the site work, and for service-connected equipment; and assemble the necessary bidding information, proposal and contract forms, and conditions of the contract, for approval by the Owner. Designer shall submit to the Owner drawings and specifications for reviews at the following stages:
- a) 30% Design – This review will include plans and specifications. Civil should show site and building layout and basic parking areas, Architectural will have the floor plans, some details, room finish schedule started and other items to a 30% completion stage. Mechanical and electrical is to show plans and basic system concepts. Specifications to be started with front end started and some sections complete. The design can be changed at this stage to address the Owners needs.
 - b) 60% Design – This is to be the same as above but with greater detail. Concept changes should not happen on this review. However, minor adjustments may happen.
 - c) 95% Design – This review is of the 100% plans and specifications. This review is for quality control and to make sure the AE has complied with the owners needs. Any changes on this review should be for corrections to the plans and specifications.
- 1-8 He shall submit to the Owner a detailed statement of probable construction cost. The cost should reflect the fully developed requirements and current market conditions.
- 1-9 The Designer shall assist in the requesting of proposals and conducting the bid opening. He shall evaluate same and make recommendations of award to the Owner within two (2) workdays of the bid opening unless negotiations or redesign is required. Upon award of contracts, Designer shall assure proper execution of the contract documents by the contractors and forward to the Owner for his execution and further approval.
- 1-10 Designer shall fulfill the responsibilities of Guilford County to notify and attract minority businesses including:
- a) Attend the scheduled pre-bid conference to explain minority business requirements to the prospective bidders.
 - b) Assist the Owner to identify and notify prospective minority business prime and subcontractors of potential contracting opportunities.
 - c) Maintain documentation of any contacts, correspondence, or conversation with minority business firms made in an attempt to meet the goals.
 - d) Make documentation showing evidence of implementation of Designer's responsibilities available for review upon request.
- 1-11 The Designer shall prepare and file the required documents for the approval of governmental authorities having jurisdiction over the project.
- 1-12 In the event that bids and design fees exceed the total project cost as set forth on Page 1 of this Agreement, then the provisions of Article 5 hereof, Limitations of Project Cost and Project Scope, shall apply.

Construction Phase

- 1-13 The Construction Phase will begin with the notification of award of contracts. The Owner will issue separate appropriate letters of "Notice to Proceed" to the single prime, construction manager at risk, or separate letters to each prime contractor in the case of separate prime bidding, which letters shall fix and definitely establish the beginning date of time of performance for the respective contract types, and

the required completion date. Copies of each such letter issued by the Owner shall be furnished to the Designer and to the County Purchasing Office.

1-14 The designer's responsibilities during the Construction Phase shall be as set forth hereinafter. His responsibilities shall include the following:

- a) Arrange for and give written notice to all appropriate parties as to the time and place as well as conduct the pre-construction conference.
- b) Establish and conduct a regular schedule of monthly meetings for contractors' representatives and a representative of the Owner. Such monthly meetings shall be maintained throughout the entire construction period and shall be for the primary purpose of assessing the progress of the work and recommending such remedial actions as are necessary to maintain progress and to complete the project within the contract time. The Designer shall submit to the Owner a full report of each such meeting. Attendance, purposes, results, reports and conduct of these monthly meetings shall be fully described.
- c) Process and approve, or take other appropriate action in respect of, progress schedules, shop drawings and other required submissions of contractors promptly.
- d) Prepare change orders as required, and have such change orders properly executed and approved before authorizing work on account thereof;
- e) Process contractors' applications for payment promptly for authorized work and issue certificates of payment;
- f) Review "MBE Documentation for Contract Payment" – (Appendix E) for compliance with minority business utilization commitments. Submit Appendix E form with monthly pay applications to the Owner.
- g) Provide general administration of the performance of construction contracts, including inspection and continuous liaison of the work to ensure compliance with plans and specifications, which inspection shall be by qualified and mutually agreed upon representatives of the designer's firm not less than once per week while work is in progress, and as often as necessary to ensure compliance with plans and specifications;
- h) Require all in-house consultants and contract consultants participating in the design of the project, and as named in Article 13 of this contract, to provide liaison and inspection services with respect to their portion of the design not less than once per week while work related to their design is in progress and as often as necessary to ensure compliance with plans and specifications;
- i) Schedule and conduct final inspection of the project, coordinating the date for such inspection with the Owner;
- j) Assemble written guarantees, affidavits, manuals of instruction for operation, and other required and closing papers of the contractors; issue certificates of final completion, certificates of compliance from various in-house and contract consultants, final certificates for payment; and set date for beginning of the guarantee period, forwarding all closing papers to the Owner;
- k) Serve as agent of the Owner as described in this contract, and within the limits and conditions of this contract, guarding the Owner against defects but not guaranteeing performance of the construction contractors.

1-15 The Designer agrees that his representatives on the construction project shall be qualified by training and experience to make decisions and interpretations of plans and specifications, and shall be empowered by the Designer to do so; such decisions and interpretations shall be binding upon the Designer as if made by him; all such decisions shall be confirmed in writing at the earliest reasonable date, with copies to the Owner, conditioned that such decisions and interpretations shall not modify adversely the requirements of the contract documents; the designer's representatives shall be replaced promptly and without protest at the request of the Owner, if in the opinion of the Owner, such representatives are either negligent or unqualified to perform their duties; and all of the above in this

paragraph shall be applicable to consultants referred to in Paragraph 1-14(h) above.

Post-Construction Phase

- 1-16 Upon completion of the project, the Designer shall correct the drawings to conform to the project as finally constructed, and shall deliver to the Owner corrected record drawings.
- Prior to final payment to the Designer, he shall prepare and deliver to the Owner a final report.
- 1-17 Five percent (5%) of the total fee of the Designer shall be retained until approval of the record drawings and final report by the Owner. Final payment can be made after letter of approval is received
- 1-18 by the Owner.

Other Professional Services

- 1-19 If the Designer renders basically architectural services, he hereby agrees that all plans, specifications, detail drawings, construction inspection, etc., for engineering work pertaining to heating, ventilating, refrigeration, power service, or other special mechanical or structural work shall be done by his own organization, by registered professional engineers regularly engaged and particularly qualified by experience and training to do this work, or agrees to employ without additional cost to the Owner, and subject to the approval of the Owner, the services of a registered professional engineer, which contract shall bind the engineer to terms and responsibilities substantially as set forth herein regarding design and construction phase services. (See Article 1.) Copies of this Agreement shall be furnished to the Owner.
- 1-20 If the Designer who is a party to this contract renders basically engineering services, he hereby agrees that plans, specifications, detailed drawings, construction inspection, etc., for architectural work pertaining to this project shall be done by his own organization, by registered professional architects regularly engaged in and particularly qualified by experience and training to do this work, or agrees to employ without additional cost to the Owner, and subject to approval of the Owner, the services of a registered professional architect regularly engaged in the work. This engineer shall enter into a contract agreement with such registered professional architect, which contract shall bind the architect to terms and responsibilities substantially as set forth herein regarding design and construction phase services. (See Article 1.) Copies of this Agreement shall be furnished to the Owner.
- 1-21 The Designer shall be responsible for all Designer administrative cost related to the project, including, but not limited to, the following:
- a) Providing required number of plans and specifications for review for all agencies involved in the project;
 - b) Paying for all reproduction cost except as set forth in Article 6;
 - c) Paying all cost of handling, mailing, etc., of plans and specifications to the contractors;
 - d) Paying for all telephone calls, travel, administrative overhead cost and any other expense incurred by the Designer except for those items set forth in Article 2, Additional Services of the Designer.

ARTICLE 2
ADDITIONAL SERVICES OF THE DESIGNER

- 2-1 In the event the Owner, requests in writing that the Designer perform services over, above and beyond the basic services described in Article 1 hereof, then the Designer may be paid for such additional services as herein before provided. Additional services, for which additional compensation may be allowed, are as described hereinafter.
- a) Revising previously approved design development or working drawings or specifications to accomplish changes ordered by the Owner, except where required to get the cost within the total project budget;
 - b) Preparing drawings and specifications for alternate bids for work beyond the scope of that originally contemplated in this Agreement; (when alternates are used to assure keeping project within the total project budget, no additional fee shall apply);
 - c) Arranging for the work to proceed should the Contractor default due to delinquency or insolvency;
 - d) Providing contract administration and inspection of construction should the construction contract time be extended due to no fault of the Designer;
 - e) Making an inspection of the project prior to expiration of the guarantee period and reporting observed discrepancies under guarantees provided by the construction contracts;
 - f) Other services as may be required will be negotiated.

ARTICLE 3
FULL-TIME CONSTRUCTION INSPECTION

- 3-1 The Owner, may direct the Designer in writing to provide full-time construction inspection services. The Designer shall be compensated for the additional expense in a manner as mutually agreed upon between the Owner and the Designer and as set forth in a written amendment to this Agreement. Such additional compensation as is agreed to shall take into account the value of inspection services required to be furnished by the Designer under his fee for basic services. If arrangements are effected for the Designer to provide full-time inspection service, the representative proposed by the Designer to act in his capacity shall be subject to the prior approval of the Owner, and the conditions of Paragraph 1-15 under Article 1 hereof shall apply to such full-time inspection representative. The use of a full-time inspector does not negate the conditions of Paragraph 1-14(h) under Article 1.

ARTICLE 4
THE OWNER'S RESPONSIBILITY

- 4-1 The Owner shall provide full information as to its requirements for the project, consistent with the total project budget indicated on Page 1 of this Agreement.
- 4-2 The Owner shall designate, when necessary, a representative authorized to act in his behalf, who shall examine documents submitted by the Designer, and render decisions pertaining thereto promptly, to avoid unreasonable delay in the progress of the designer's work. The owner's representative shall observe the procedure of issuing instruction to contractors only through the Designer. The owner's representative shall attend monthly job meetings scheduled by the Designer and shall be empowered to make commitments for the Owner at such meetings.
- 4-3 The Owner shall furnish or pay for, at cost, to the Designer, a survey of the site; giving grades and lines

of streets, alleys, pavement and adjoining property, rights of way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries, elevations at grid points; locations, dimensions, and data pertaining to existing buildings, utilities and trees; or other requirements for the project. The Owner will pay, at cost, for tests and/or reports requested by Owner for determining subsoil and conditions. However, this shall not apply in engineering contracts where the survey is part of the design.

- 4-4 The Owner shall provide legal services as may be required or necessary for the project.

ARTICLE 5

LIMITATIONS OF PROJECT COST AND PROJECT SCOPE

Total Project Cost

- 5-1 The total project cost as indicated in the body of Page 1 of this Agreement shall include all costs and expenses for which the Designer is responsible, including the design fee. The contingency fund noted on Page 1 shall be reserved at the time of award of construction contracts.

Cost Limitations

- 5-2 The total project cost, as indicated in the body of Page 1 of this Agreement, is derived from a specific appropriation or funds specifically provided for the particular project described on Page 1. Accordingly it shall be a condition of this Agreement that the Designer shall conform his plans to a design, the construction cost of which together with the addition of design fees, shall not exceed the total project cost limitations as set forth in the body of Page 1 of this Agreement.
- 5-3 In the event that during the several stages of development of his plans the designer's Statement of Probable Construction Cost together with design fees exceeds the limitations set forth on Page 1 of this Agreement, or in the event that after receipt of bids the sum total of the lowest bona fide bids for the entire project together with design fees exceeds the limitation set forth on Page 1 of this Agreement, then the Owner shall have the right to require the Designer, without any additional cost to the Owner, to modify his plans and specifications or redesign the project as may be necessary to bring the construction cost plus design fees within the Total Project Cost limitation set forth on Page 1 of this Agreement.
- 5-4 If the probable construction cost plus design fees, or the sum total of lowest bona fide bids plus design fees, exceeds the limitation of total project cost set forth in the body of Page 1 of this Agreement, and in view of this excess of cost the Owner elects to and does effect arrangements for additional financing sufficient to permit the project to proceed at a total project cost in excess of that originally contemplated by this Agreement, then the Owner may modify the terms of this Agreement with respect to a new authorized and increased total project cost.

Scope of Project

- 5-5 The proposed scope of the project is indicated on Page 1 of this Agreement. The Designer will be permitted to reduce the scope of the project, within reasonable limits approved by Owner, if such reduction is deemed necessary in order to not exceed the total project cost as set forth in the body of Page 1 of this Agreement.
- 5-6 The total project cost is the primary control criteria and limitation; the scope of the project is secondary to project cost.

ARTICLE 6
REPRODUCTION EXPENSES

- 6-1 The Designer shall be required to furnish up to 20 sets of complete, approved final plans and specifications for the project. For sets required in excess of the above-mentioned number, the Designer will be paid the actual cost of reproduction. A list of plan deposits not returned to the contractors shall be furnished to the Owner. These deposits, as set forth in Notice to Bidders, shall be credited to the Owner.

ARTICLE 7
PAYMENTS TO THE DESIGNER

- 7-1 Payments on account of the designer's basic services shall become due and payable in an amount sufficient to increase the compensation for basic services to the following percentages of the basic fee upon completion of the phases of work as indicated hereinafter; monthly payments may be made if progress is satisfactory to the Owner. Payments are not to exceed the stated percentages.
- | | |
|--|-----|
| a) Upon approval of Schematic Design Phase_ | 15% |
| b) Upon approval of Design Development Phase_ | 20% |
| c) Upon approval of Working Drawings and Specifications_ | 30% |
| d) Upon Receipt of Bids_ | 5% |
| e) During the Construction Phase, monthly in proportion to the progress of the work, up to and including final inspection and acceptance | 25% |
| f) Upon the closing of all construction contracts and the approval of record drawings and final report. | 5% |
- 7-2 Payments for additional services of the Designer, as defined in Article 2, shall be made at the time of the next payment due under schedule of payments for basic services above.

ARTICLE 8
ACCOUNTING RECORDS OF THE DESIGNER

- 8-1 Records of the designer's personnel, consultants, additional services and reimbursable expenses pertaining to the project, and records of accounts between the Owner and the contractors, shall be kept on a generally recognized account basis, and all such records shall be available to the Owner or his authorized representative at mutually convenient times.

ARTICLE 9
OWNERSHIP OF PLANS AND SPECIFICATIONS

- 9-1 All designs, drawings, specifications, design calculations, notes and other works developed in the performance of this contract shall become the sole property of Guilford County and may be used on any other design or construction without additional compensation to the Designer. The use of the design, including tracings and specifications, by any person or entity, for the purpose other than the project as set forth in the body on Page 1 of this Agreement, shall be at the full risk of such person or entity and the Designer shall be relieved of any liability whatsoever, including claims for personal injury, property damage, or death as a result of such other use.

ARTICLE 10
TERMINATION OF AGREEMENT

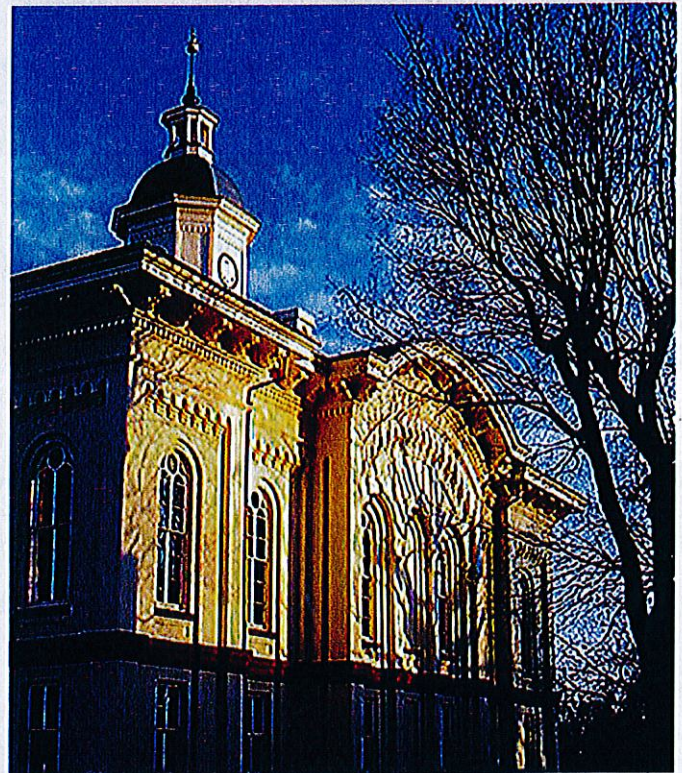
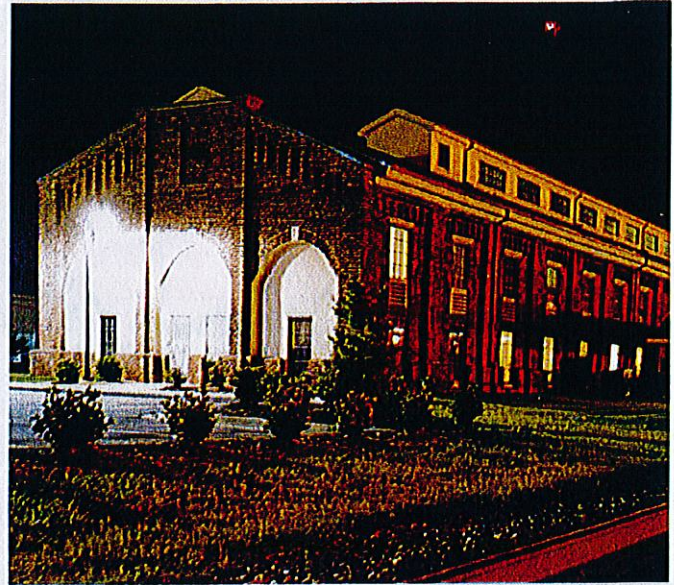
- 10-1 The owner may terminate this Agreement for any reason upon ten (10) calendar days' written notice.
- 10-2 This Agreement may be terminated by either party upon seven (7) calendar days' written notice (delivered by certified mail, return receipt requested) should one party fail to perform in accordance with its terms through no fault of the other.
- 10-3 In event of termination, the Designer shall receive payment for services rendered prior to the receipt of written termination notice from the Owner. If termination results from abandonment or suspension of the project, then the Designer will receive termination expenses in the amount of five percent (5%) of the above due payment. If termination results from non-performance of work, then the Designer will not receive termination expenses. Any work done by the Designer prior to termination shall become the property of the Owner.
- 10-4 For the purpose of evaluating services rendered to termination, the following shall apply:
- | | |
|---|-----|
| a) Schematic Design Phase | 15% |
| b) Completion of Design Development Phase | 20% |
| c) Delivery of Working Drawings and Specifications for review | 25% |
| d) Approval of final drawings and specifications | 5% |
| e) Upon Receipt of Bids | 5% |
| f) Construction Phase monthly in proportion to progress of work | 25% |
| g) Approval of record drawings and final report | 5% |

ARTICLE 11
SUCCESSORS AND ASSIGNS


- 11-1 The Owner and the Designer each binds himself, his partners, successors, legal representatives and assigns to the other party to this Agreement and to the partners, successors, legal representatives and assigns of such other party in respect to all covenants of this Agreement. Neither the Owner nor the Designer shall assign, sublet or transfer his interest in this Agreement without the written consent of the other.

ARTICLE 12
EXTENT OF AGREEMENT

- 12-1 This Agreement represents the entire and integrated agreement between the Owner and the Designer and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written consent.



Guilford County
Request for Qualifications
June 16, 2015


**MOSER
MAYER
PHOENIX**
ASSOCIATES, PA



June 16, 2015

Dear Ms. Stellfox:

Moser Mayer Phoenix Associates, P.A. (MMPA) is pleased to indicate our interest in the Guilford County Open End Contract. MMPA is a full service design firm offering architectural design, interior design, landscape architecture, and P/M/E/FP engineering with in house personnel. Our office is located in Greensboro, North Carolina.

MMPA has been involved in a variety of "on-call" contracts, including similar agreements with the City of Greensboro, City of High Point, Greensboro Coliseum, University of North Carolina at Greensboro, North Carolina State Agricultural & Technical University, and Guilford Technical Community College. These projects pose unique opportunities and challenges, of which MMPA is familiar and equipped to handle smoothly.

The format for our submittal is as follows:

- SF 330 General Information
- Answers to 7 Questions
- Associated Attachment/Tabs 1-4

Thank you for considering our firm's qualifications and credentials, and we look forward to hearing from you!

Sincerely,
MOSER MAYER PHOENIX ASSOCIATES, P.A.

William D. Moser Jr.

William D. Moser Jr., AIA
President



ATTACHMENT B - GUILFORD COUNTY CONTRACT NO. 57821-08/15-132

Attachment B

Hourly Rates

Established rates for professional services

[illegible]

ARCHITECT - ENGINEER QUALIFICATIONS

PART I - CONTRACT-SPECIFIC QUALIFICATIONS

A. CONTRACT INFORMATION

1. TITLE AND LOCATION (City and State)

Guilford County Government - Greensboro, NC

2. PUBLIC NOTICE DATE

June 16, 2015

3. SOLICITATION OR PROJECT NUMBER

Guilford County Open End Contract

B. ARCHITECT-ENGINEER POINT OF CONTACT

4. NAME AND TITLE

William D. Moser, Jr., AIA

5. NAME OF FIRM

Moser Mayer Phoenix Associates, PA

6. TELEPHONE NUMBER

336-373-9800

7. FAX NUMBER

336-373-0077

8. E-MAIL ADDRESS

bill@mmpa.com

C. PROPOSED TEAM

(Complete this section for the prime contractor and all key subcontractors.)

	(Check)				9. FIRM NAME	10. ADDRESS	11. ROLE IN THIS CONTRACT
	PRIME	JV	PARTNER	SUBCON-TRACTOR			
a.	✓				Moser Mayer Phoenix Associates, PA <input type="checkbox"/> CHECK IF BRANCH OFFICE	328 E. Market Street Suite 200 Greensboro, NC 27401	Project Management Architecture, Interior Design, MEP Engineering
b.			✓		Jones Engineering & Associates <input type="checkbox"/> CHECK IF BRANCH OFFICE	515 N. College Rd. Greensboro, NC 27410	Structural Engineering
c.			✓		JC Waller & Associates <input type="checkbox"/> CHECK IF BRANCH OFFICE	7 Dundas Circle Suite L Greensboro, NC 27407	Civil Engineering, Surveying, Site Design
d.			✓		Sole Source Engineering <input type="checkbox"/> CHECK IF BRANCH OFFICE	207 E. Main Street Gibsonville, NC 27249	Electrical Engineering
e.					<input type="checkbox"/> CHECK IF BRANCH OFFICE		
f.					<input type="checkbox"/> CHECK IF BRANCH OFFICE		

D. ORGANIZATIONAL CHART OF PROPOSED TEAM

☒ (Attached)

ARCHITECT-ENGINEER QUALIFICATIONS

1. SOLICITATION NUMBER (if any)

PART II - GENERAL QUALIFICATIONS

(If a firm has branch offices, complete for each specific branch office seeking work.)

FIRM (OR BRANCH OFFICE) NAME Moser Mayer Phoenix Associates, PA			3. YEAR ESTABLISHED 1986	4. DUNS NUMBER 18-722-6584
STREET 18 E. Market Street, Suite 200			5. OWNERSHIP	
CITY Greensboro	2d. STATE NC	2e. ZIP CODE 27401	a. TYPE Professional Association	
POINT OF CONTACT NAME AND TITLE William D. Moser, Jr., AIA, NCARB - Principal			b. SMALL BUSINESS STATUS Small Business	
TELEPHONE NUMBER 36-373-9800		6c. E-MAIL ADDRESS bill@mmpa.com		
8a. FORMER FIRM NAME(S) (if any) William Moser Architects Moser Mayer Sutphin Associates			8b. YR. ESTABLISHED 1986	8c. DUNS NUMBER

9. EMPLOYEES BY DISCIPLINE

10. PROFILE OF FIRM'S EXPERIENCE AND ANNUAL AVERAGE REVENUE FOR LAST 5 YEARS

Function Code	b. Discipline	c. No. of Employees		a. Profile Code	b. Experience	c. Revenue Index Number (see below)
		(1) FIRM	(2) BRANCH			
02	Administrative	4		B01	Barracks; Dormitories	2
06	Architect	5		C06	Churches; Chapels	1
37	Interior Designer	2		C08	Codes; Standards; Ordinances	1
39	Landscape Architect	1		C10	Commercial Building (low rise)	1
42	Mechanical Engineer	2		C11	Community Facilities	1
	Architectural Designer	3		D07	Dining Halls; Clubs; Restaurants	2
	Electrical Engineering Designer	2		E02	Educational Facilities; Classrooms	2
	Mechanical Engineering Design	1		E03	Electrical Studies and Design	1
	Plumbing/Fire Designer	1		F02	Field Houses; Gyms; Stadiums	1
				F03	Fire Protection	1
				H04	HVAC	2
				H08	Historical Preservation	1
				H11	Housing (Residential; Multi-Family)	1
				I01	Industrial Buildings; Manufacturing	2
				I05	Interior Design; Space Planning	2
				L01	Laboratories; Medical Research	1
				O01	Office Buildings; Industrial Parks	2
				P06	Planning (Site, Installation, Project)	2
				P07	Plumbing & Piping Design	1
				R04	Recreation Facilities	2
				R06	Rehabilitation	2
	Other Employees			R12	Roofing	1
Total		21				

11. ANNUAL AVERAGE PROFESSIONAL SERVICES REVENUES OF FIRM FOR LAST 3 YEARS

(Insert revenue index number shown at right)

a. Federal Work	
b. Non-Federal Work	6
c. Total Work	6

PROFESSIONAL SERVICES REVENUE INDEX NUMBER

- | | |
|---|---|
| 1. Less than \$100,000 | 6. \$2 million to less than \$5 million |
| 2. \$100,00 to less than \$250,000 | 7. \$5 million to less than \$10 million |
| 3. \$250,000 to less than \$500,000 | 8. \$10 million to less than \$25 million |
| 4. \$500,000 to less than \$1 million | 9. \$25 million to less than \$50 million |
| 5. \$1 million to less than \$2 million | 10. \$50 million or greater |

12. AUTHORIZED REPRESENTATIVE

The foregoing is a statement of facts.

a. SIGNATURE William D. Moser, Jr.	b. DATE 06/15/2015
c. NAME AND TITLE William D. Moser, Jr., AIA, NCARB - Principal	

AUTHORIZED FOR LOCAL REPRODUCTION

Guilford County Request for Qualifications Statement to questions/items:

1

Technical Team

MMPA has been providing on-call project delivery for over 20 years. A summary list of our on call projects by client is provided under attachment (tab) 1.

Each of your on-call projects assigned under this contract will have a firm principal to provide project management and lead the overall team assigned to perform the work. Construction Administration is performed by the same design team members. This provides greater accuracy and oversight of the process from design through construction.

Our "in-house" personnel are listed in the SF 330 form. Consultants for structural and civil engineering, as well as in-house staff will be selected and assigned to specific projects on an as need basis, determined by project type and staff experience. Our firm operates under a matrix format with project teams being assembled based upon project requirements and client expectations. Our firm profile and resumes of key personnel are provided under attachment (tab) 2.

2

Renovation Experience

MMPA is an expert in renovation design. We have performed both major renovations as well as limited projects for re-roofing or window replacement projects. There is truly no job too big or too small for our team to handle. We have performed under numerous

"on-call" contracts for municipal and other public-sector clients. Our collective experience in renovations include architecture, interior design and MEP engineering. Please note several examples of our renovation projects that are included under attachment (tab) 3.

3

Historic Preservation Experience

Historical preservation is one of MMPA's specialty areas. We have completed numerous historical renovations for local governments, education institutions, public transit centers and other clients. We have a longstanding working relationship with the State Historic Preservation Office and we

employ the Department of Interiors Historic Restoration Guidelines in our work.

Please note several examples of our Historical Preservation projects that are included under attachment (tab) 4.

Guilford County Request for Qualifications Statement to questions/items:

6

Projects Costs and Schedule Control on Recently Completed MMPA Projects

Project scheduling and budgeting requires significant collaboration between the design team, owner and construction forces. We are currently experiencing a period of cost escalation within the construction industry. At the same time the number of qualified contractors (particularly specialty sub-contractors) has declined. Through collaborative efforts, realistic project schedules and budgets are established for every project. Once

a project moves from design into the construction phase, regular progress reviews and timely processing of contractor's Request for Information ensure schedule and budget controls. Please note the following table that reflects a few examples of project costs and schedule control on recently completed MMPA projects.

Project Name	Project Budget	Bid Cost	Change Orders	Final Cost	Facility Size	Schedule Performance
Hayes Taylor YMCA	\$10,000,000	\$9,857,931	None	N/A	55,941 sf	On time
Archdale Municipal Building	\$2,800,00	\$2,259,900	\$54,707	\$2,644,607	14,750 sf	On time
GTCC Technical Education Center	\$10,977,149	\$8,552,830	\$353,614	\$8,906,444	117,098 sf	On time
Guilford College Founders Hall Renovation	\$3,100,000	3,042,000	None	\$2,466,000	15,000 sf	On time
Alamance Community College Literacy Building	\$1,638,800	\$1,462,133	\$8,991	\$1,453,452	9,958 sf	On time
Mebane Arts and Community Center Refurbishment Program	\$260,000	\$275,736	(\$8,860.31)	\$275,736	7759 sf	On time
Alamance Community College Student Center Renovation	\$450,000	\$424,222	\$5,000	\$429,222	7,366 sf	On time
High Point Fire Tower	\$250,000	\$228,321	None	\$228,321	2,000 sf	On time
Hollifield Hall Addition	\$1,250,000	\$1,289,250	\$3,316	\$1,292,566	11,081 sf	On time

Guilford County Request for Qualifications Statement to questions/items:

7

Office Information

Our front desk is "open" from 8am to 5pm Monday-Friday. Our staff maintains a flexible work schedule and employees are generally in the office from 7:30am to 6pm Monday through Friday. However, through the application of email, cell phones, and Internet access, a significant amount of our work is performed through "tel-commuting" from remote locations. Consequently, contacting appropriate personnel after normal business hours or on

weekends can be accommodated. If selected to perform on-call services for Guilford County we will provide both telephonic and Internet contact information for emergency situations.

A copy of our certificate of insurance for our firm's professional liability insurance is attached. However, please note that we have not had a claim against our firm in over 15 years.

8

Summary Why MMPA?

- Office conveniently located in Downtown Greensboro, NC
- Significant on-call experience serving other local government clients
- In-House staff including 4 licensed architects, 2 registered engineers, 2 certified interior designers, 1 licensed landscape architect and 9 additional support staff
- local consultants to provide structural, civil, and electrical engineering

On-Call Clients

City of High Point

- | | |
|--|--|
| 1. Replacement of the front steps at the Municipal Building | Exterior repairs and refurbishment for the Municipal Library |
| 2. Erection of pre-engineered fire training tower for the Fire Department including foundation and electrical design | 5. Streetscape studies for both North Main Street (including a master plan for the library site and South Main Street) |
| 3. Police Department Evidence Storage Building Addition | 6. Relocation plans for the historic Little Red Schoolhouse for the High Point Museum |
| 4. Renovation of the High Point Theater lobby to provide a code compliant handicap ramp | |

City of Greensboro/Greensboro Coliseum

- | | |
|---|--|
| 1. Terrace event space | 5. USA Diving facility study |
| 2. Convention and Visitors Bureau renovations | 6. ABC warehouse renovations |
| 3. ACC Hall of Champions | 7. GTA Depot renovations feasibility study |
| 4. President's conference room renovations | |

On-Call Clients

University North Carolina Greensboro

1. Athletics master plan/space needs study
2. Student recreation center redeployment study
3. School of Health and Human Performance master plan/space needs study
4. Stone Building lobby renovation
5. Re-lamping program
6. Student Center Renovation

Greensboro College

1. Dormitory toilet renovations
2. Locker room renovations

NC A&T University

1. Aggie Terrace Design
2. Bluford Library Fire and Sprinkler
3. Bluford Library Cooling Tower
4. New storage buildings at the football stadium
5. Renovations for the football meeting rooms at the football stadium
6. Electrical room enclosure at the football stadium
7. Fire Alarm and Sprinkler design at McNair Hall

Guilford County Request for Qualifications Statement to questions/items:

FIRM PROFILE

Greensboro, NC

Moser Mayer Phoenix Associates, PA [MMPA] (NC Licence: C-0784) was established in 1986, and is a full-service design firm led by William D. Moser, Jr. AIA NCARB, Kenneth C. Mayer, Jr. FAIA LEED AP, Thomas H. Phoenix, PE, FASHRAE, LEED AP, and J. Alan Cox, AIA. These principals oversee a skilled team of over 20 architects, engineers, and designers, all of whom combine a vast array of experience to form well-rounded, diverse, and holistic design creations.

OUR MISSION:

We provide inventive design solutions for the built environment. Our objective is to afford our clients & communities value, promote team growth and success, maintain profitability, and enjoy the trip!

SERVICES:

Architecture : Sustainable Design : Interior Architecture : Site Design and Master Planning :
Technology Infrastructure : Mechanical Engineering : Electrical Engineering : Project Management: Design Services Management

STAFF:

Registered Architects:	4
Architectural Designers:	2
Interior Designers:	2
Mechanical Engineers:	2
Landscape Architect:	1
Plumbing Designer:	1
Electrical Designer:	1
Mechanical Designer	1
Director of Business Development	1
Controller:	1
Administrative Support:	1

CONTACT:

William D. Moser, Jr., AIA
bill@mmpa.com

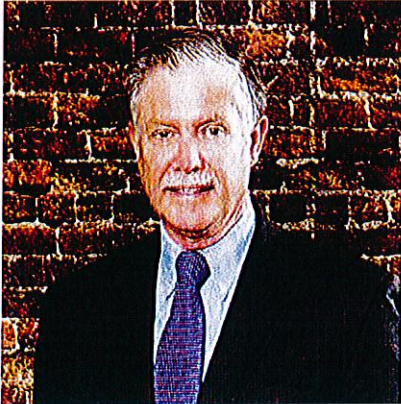
Moser Mayer Phoenix Associates, PA
328 East Market Street, Suite 200
Greensboro, NC 27401
phone: 336.373.9800
fax: 336.373.0077



CORPORATE PRINCIPLES - exhibited by our staff as we perform our daily duties:

Flexibility - remain adaptable to new ideas, methods, and challenges
Creativity - approach every task or activity with a fresh mindset
Be Aggressive - actively pursue each assignment, goal, and objective
Contribute to Project Success - minimize waste, maximize opportunities
Integrity - with the treatment of fellow employees, clients, etc.
Enjoy the Trip - although work can be stressful, each individual should be mindful of proper attitude and behavior in all circumstances

MMPA Resumes



WILLIAM D. MOSER, JR., AIA, NCARB

North Carolina State University:

Bachelor of Environmental Design/Architecture; Master of Architecture

Mr. Moser founded Moser Mayer Phoenix Associates, PA in 1986 and serves as a principal-in-charge of project delivery for the firm. He has more than 30 years of architectural design experience for local government, education, laboratory and industrial clients.

Alamance County – Graham, NC

- Historic County Courthouse – Exterior Restoration
- Criminal Courts Building – County Judicial Facility

Randolph County – Asheboro, NC

- Historic County Courthouse Stabilization
- Randolph County Courthouse Complex Expansion

Caswell County – Yanceyville, NC

- Historic County Courthouse Restoration and Adaptive Reuse
- Governmental Services - Space Needs Study

City of Burlington - Burlington, NC

- Aquatics Splash Pad (in design)
- Springwood Church Road Park - Park Master Plan & Design
- Aquatics Center and Tennis Complex
- Kernodle Senior Activities Center
- City Park Masterplan and Site Improvements
- Lake Mackintosh - Marina and Park
- Davidson Park - Soccer Complex

Town of Hillsborough – Hillsborough, NC

- New Central Police Station

Town of Elon – Elon, NC

- New Town Hall

Town of Spring Lake – Spring Lake, NC

- Community Center Including Gymnasium and Multipurpose Room

MMPA Resumes



J. ALAN COX, AIA – PRINCIPAL AND DIRECTOR OF ARCHITECTURE
North Carolina State University: Bachelor of Environmental Design

Alan Cox is a seasoned architect with more than 28 years of experience. As the Director of Architecture, his diligence and resourcefulness in dealing with unusual and sometimes difficult design issues has facilitated the successful completion of a variety of projects in a variety of environments.

Guilford Technical Community College – Greensboro, NC

- Greensboro Campus Project Management
- Gerrald Hall Energy Reroofing
- Adult Education Center - Classroom Building
- Technical Education Center
- Campus Renovations Feasibility Study

Guilford County Schools – Greensboro, NC

- Cone and Hunter Elementary Schools Renovations
- Kirkman Park Elementary Schools Renovation
- Reroofing (8 schools) – Replacement of BUR systems over various decks, replacement of metal roof systems, covering of BUR with Urethane foam

Alamance County - Graham, NC

- New Criminal Courts Building

City of Burlington - Burlington, NC

- Senior Activities Center

Greensboro Science Center

- Expansions and Renovations to Existing Facility
- Animal Discovery Outdoor Exhibit Series
- Museum Additions
- SciQuarium Exhibit Space

Greensboro Historical Museum – Greensboro, NC

- Long Range Facility Expansion Feasibility Study

Wright Brothers National Memorial - Kitty Hawk, NC

- Pavilion Facility for 2003 Celebration
- Pilot Facility
- Feasibility Study for Learning Center addition to Visitor Center

MMPA Resumes



THOMAS H. PHOENIX, PE, FASHRAE, LEED AP
North Carolina State University: Bachelor of Engineering Operations

Mr. Phoenix joined the firm in 1989 and serves as the firm's Vice President and Director of Engineering. He has close to 30 years of experience in the design and operation of both large and small HVAC and plumbing system design and renovation. Mr. Phoenix is the current International Society Chairman of ASHRAE.

City of Greensboro Transit Authority – Greensboro, NC

- J. Douglas Galyon Depot – Historic Restoration
- GTA Maintenance Operations Facility

Randolph County – Asheboro, NC

- Randolph County Courthouse Complex Expansion

Alamance County – Graham, NC

- Historic County Courthouse – Exterior Restoration

Caswell County – Yanceyville, NC

- Historic County Courthouse Restoration and Adaptive Reuse

Town of Hillsborough – Hillsborough, NC

- New Central Police Station

Town of Elon – Elon, NC

- New Town Hall

Emory and Henry College – Emory, VA

- Byars Hall Exterior HVAC Renovation

Hollins University - Roanoke, VA

- Campus Wide Assessment of 18 Buildings
- Presser Hall Renovation
- Swannanoa Hall Renovation

LabCorp, Inc. – Burlington, NC

- AB&T Center Renovation
- Federal Building Renovation

Duke University – Durham, NC

- Cameron Indoor Stadium HVAC Renovation

Wright Brothers National Memorial - Kitty Hawk, NC

- Historical Pylon Renovation

LabCorp – Kayser-Roth Hosiery Mill Building – Burlington, NC

- Renovation / Feasibility Study

Client#: 292023

80MOSERMA

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/15/2015

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 BB&T Insurance Services, Inc. 3318 West Friendly Ave., Ste. 400 Greensboro, NC 27410		CONTACT NAME: Cyndy Cagle PHONE (A/C, No, Ext): 336 547-2137 FAX (A/C, No): 8888318409 E-MAIL ADDRESS: ccagle@bbandt.com	
INSURED Moser Mayer Phoenix Associates PA 328 East Market Street #200 Greensboro, NC 27401		INSURER(S) AFFORDING COVERAGE INSURER A: Hudson Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 25054	

COVERAGES

CERTIFICATE NUMBER:

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPI/OP AGG \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB OCCUR CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	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				WC STATU-TORY LIMITS E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability			AEE7234505	06/20/2014	08/20/2015	\$2,000,000 Per Claim \$2,000,000 Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

CANCELLATION

Gulford County Purchasing Department
 Attn: Bonnie Stellfox
 Old County Courthouse
 301 W. Market Street, Room B-32
 Greensboro, NC 27401

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

Cynthia P. Cagle

Renovation Experience



CLIENT
Moser Mayer Phoenix

SERVICES
Renovation, Engineering
Interior Design, Adaptive Reuse

COMPLETION
1999

MOSER MAYER PHOENIX ASSOCIATES, PA CORPORATE OFFICES - FORMER DICK'S LAUNDRY BUILDING greensboro, north carolina

MMPA designed and performed the renovation and restoration of this circa 1920, two story brick building (formerly a commercial laundry facility).

The building boasts 25-foot ceilings, exposed brick walls and steel trusses, heavy timbers, 26,000 square feet and 12-foot windows and clerestory windows. The second floor provides a perfect studio environment for this architecture/engineering design firm. The first floor is intended for office tenants.



Renovation Experience

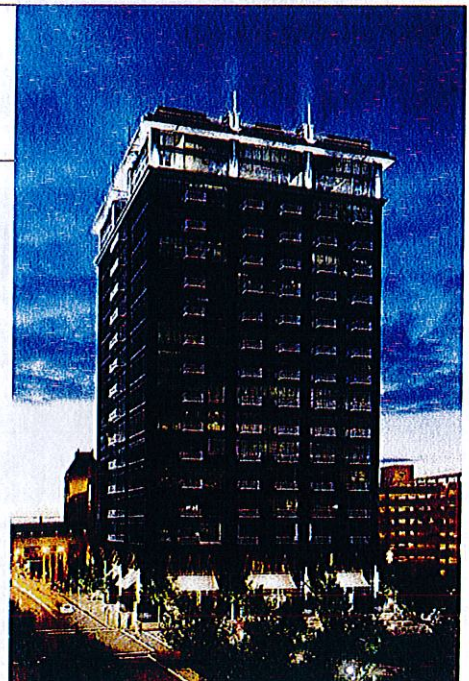


CENTER POINTE *greensboro, north carolina*

SERVICES: *architecture, interiors, adaptive reuse*
COMPLETION: *2009*

MMPA prepared construction drawings for the adaptive reuse and restoration of the "Old Wachovia Building."

Renamed "Center Pointe" the 290,000 square foot facility was transformed into a mixed-used high rise containing retail, office, restaurant, and luxurious multi-family residential components.



Renovation Experience



CLIENT
North Carolina State University

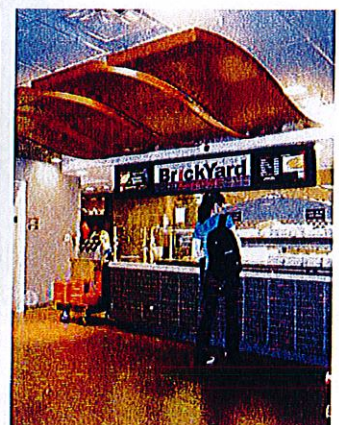
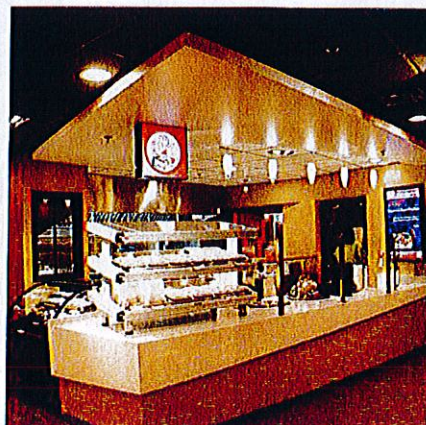
SERVICES
Renovation, Engineering
Interior Design, Adaptive Reuse

COMPLETION
2011

NORTH CAROLINA STATE UNIVERSITY ATRIUM FOOD COURT RENOVATION & EXPANSION raleigh, north carolina

This \$4.8 million project transformed North Carolina State University's iconic Atrium Food Court into an attractive and modernized space with exciting new food venues including several new "micro-restaurants". An Asian/sushi concept, pasta/pizza concept, custom salad station, and custom wrap station were added along with a new Wolf-pack-to-Go section. The serving area was completely redesigned to improve flow and circulation, with twice the space as the previous servery. In addition, seating was increased from 370 to 435 seats by enclosing a section of the patio. This multi-phase project also included the erection of a 4,000 sf temporary dining structure.

This project won the prestigious Loyal E. Horton Dining Award sponsored by the National Association of College and University Food Services.





CLIENT
City of Burlington

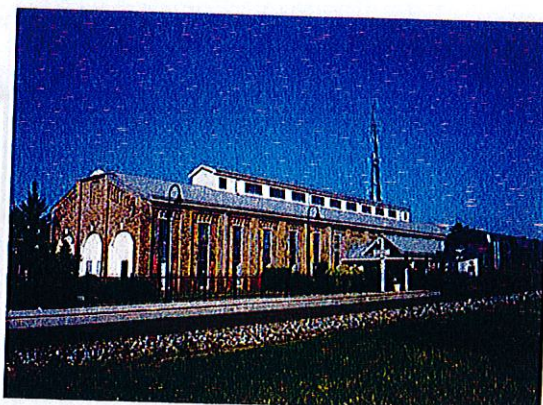
SERVICES
Renovation, Engineering
Interior Design, Adaptive Reuse

COMPLETION
2002

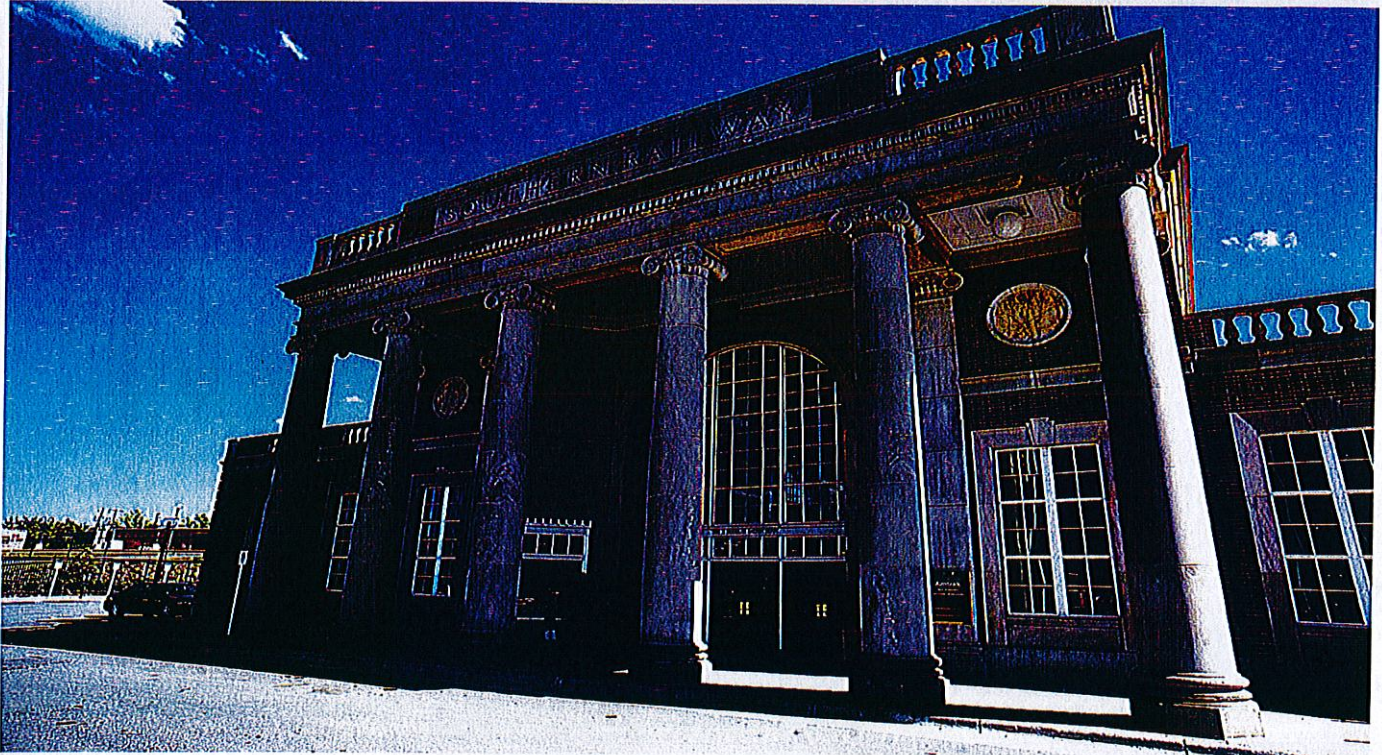
NORTH CAROLINA RAILROAD COMPANY SHOPS STATION - RENOVATION & ADAPTIVE REUSE burlington, north carolina

The 1870's Engine House [only surviving structure of the Company Shops Maintenance Complex] has been restored to accommodate the new Company Shops Station. The upper level of this facility provides 5600 sf of administrative space for the City of Burlington Police Department. The lower level accommodates Burlington's Amtrak Station, an exhibition lobby, a multi-purpose room for NCRR, and a training/conference room venue.

The Company Shops Station won the Award of Merit for Best Adaptive Re-use of a Building from the Main Street Program, administered by the North Carolina Department of Commerce.



Historic Preservation Experience



J. DOUGLAS GAYLON DEPOT

greensboro, north carolina

OWNER

City of Greensboro

SERVICES PERFORMED

Research, Programing, Conceptual Design and Final Design

SIZE OF PROJECT

45,000sf and 18+ bus bays

PROJECT COST

Three Phases: \$28 million

COMPLETION

2008

This project entailed the phased restoration of a historic 1927 Southern Railway Depot, now accomodating community and business events, AMTRAK, intercity transit, regional transit, and Greyhound buses. The J. Douglas Gaylon Depot won the top award in the 2006 Federal Highway Administration's Excellence in Highways contest in the Intermodal Transportation Facilities category. The Federal agency cited the facility for excellence in architecture, engineering and functionality. It was also designated by the Urban Land Institute as one of the 2008 Top Ten Transit Stations to Raise the Profile of Public Transportation in the Civic Landscape



Historic Preservation Experience



HISTORIC ALAMANCE COUNTY COURTHOUSE

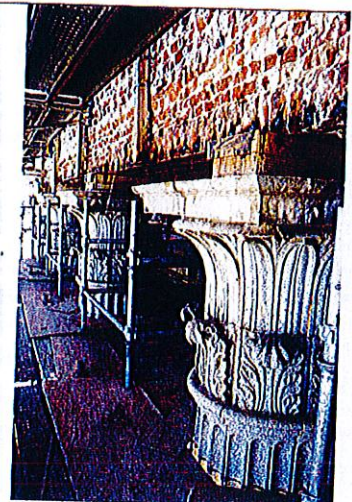
graham, north carolina

SERVICES: *exterior restoration*
COMPLETION: *2000*

Based upon an intrusive materials investigation, MMPA assembled a design/build team to stabilize exterior elements of this 1927 county courthouse.

Significant deterioration of the parapet and cornice elements were observed due to failures in the terra cotta facade. A system of internal flashings were designed below a new cladding of GFRC panels (fabricated to appear the same as terra cotta).

Extensive structural remediation and a new membrane roof system was also provided. The entire parapet and cornice assemblies were permanently established for this landmark facility, which is listed on the National Register of Historic Places.



Historic Preservation Experience



CLIENT
Labcorp, Inc.

SERVICES
Architecture, Engineering
Interiors, Renovation,
Historic Preservation

COMPLETION
1996

LABCORP, INC. CORPORATE HEADQUARTERS FORMER ATLANTIC BANK & TRUST BUILDING burlington, north carolina

Moser Mayer Phoenix Associates received a National Honor Award from the National Trust for Historic Preservation for our design of a multi-building downtown renovation project for LabCorp in Burlington, North Carolina that included the careful restoration and renovation of this historic city landmark.

The façade and interior of this circa 1929 building, which is listed on the National Register, was returned to its former stately elegance. Design work was performed in accordance with the Standards for Rehabilitation set by the US Department of the Interior and the NC Department of Cultural Resources.

The building now serves as corporate headquarters to LabCorp, one of the largest independent clinical laboratories in the United States.

Historic Preservation Experience



CLIENT
Emory & Henry College

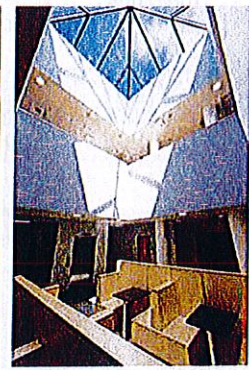
SERVICES
Renovation, Architecture,
Engineering, Interior Design,
Historic Preservation, Restoration

COMPLETION
2009

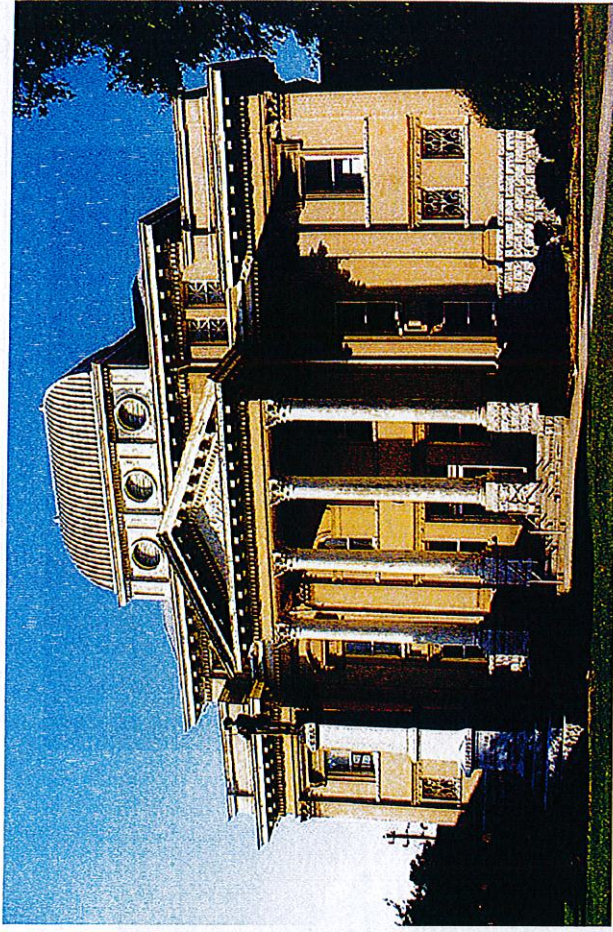
EMORY & HENRY COLLEGE BYARS HALL RENOVATION & EXPANSION emory, virginia

MMPA performed a renovation feasibility study and prepared construction documents for the renovation and addition of Byars Hall. The building is the oldest academic structure on the Emory & Henry campus. This facility houses the College's art, music and theatre departments. The project included classrooms, musical rehearsal halls, a computer lab, a student art gallery, private music practice rooms, and faculty offices. Restoration of two Literary Society Rooms was also part of the project. Virginia State Historic Tax Credits were used to help fund this project.

15,423 SF Renovation
12,606 SF New Construction



Historic Preservation Experience



HISTORIC RANDOLPH COUNTY COURTHOUSE asheboro, north carolina

SERVICES: *exterior restoration, stabilization*
COMPLETION: 2002

The historic Randolph County Courthouse was built in 1908. Stabilization of the exterior was performed as part of the judicial services master plan, which included a new courthouse and renovation of the 1970's courthouse annex.

The stabilization of this historic courthouse included repair to the roof structure, replacement of some sections in the existing roof, replacement and repair of the existing soffit, and exterior painting of the entire building.

Historic Preservation Experience



CLIENT
Caswell County

SERVICES
Restoration, Interior/Exterior
Renovation
Facilities Assessment
Adaptive Reuse

COMPLETION
2000

HISTORIC CASWELL COUNTY COURTHOUSE yanceyville, north carolina

Noted English architect, William Percival, designed the existing courthouse in 1861. MMPA was able to maintain the building's historical integrity, while meeting all of Caswell County's space needs. Through coordination and communication between County advisory groups, private historic associations, and the State Historic Preservation Office, the adaptive reuse of this classic courthouse facility was successfully performed.

The main level was renovated to accommodate county offices. The upper level was renovated as a commissioners meeting room. Ornate plaster ceilings and moldings were restored. MMPA carefully installed a new elevator without altering the historic fabric of the courthouse. The lower level was adapted to house public restroom facilities, mechanical & electrical rooms, and storage.



Elaine F. Marshall
Secretary

North Carolina

**DEPARTMENT OF THE
SECRETARY OF STATE**

PO Box 29622 Raleigh, NC 27626-0622 (919)807-2000

Account
Login
Register

Click Here To:

[View Document Filings](#)

Corporate Names

Legal: Moser Mayer Phoenix Associates, P.A.
Prev Legal: Moser Mayer Sutphin Associates, P.a.
Prev Legal: William Moser, Architect, P. a.

Professional Corporation Information

SosId: 0192733
Status: Current-Active
Annual Report Status: Not Applicable
Citizenship: Domestic
Date Formed: 7/25/1986
Fiscal Month: December
State of Incorporation: NC
Registered Agent: Moser Jr, William D

Corporate Addresses

Mailing: 230 N Elm St Ste 1200
Greensboro, NC 27401-2436
Reg Office: 230 North Elm St. Suite 1200
Greensboro, NC 27401
Reg Mailing: 230 North Elm St. Suite 1200
Greensboro, NC 27401

Professions

Architectural services