

**GUILFORD COUNTY CONTRACT NO. 101057-08/15-131**  
**EFIRD SUTPHIN PEARCE & ASSOCIATES, P.A. d/b/a ESPA ARCHITECTS & PLANNERS (CONTRACTOR)**

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 **EFIRD SUTPHIN PEARCE & ASSOCIATES, P.A. d/b/a ESPA ARCHITECTS & PLANNERS**, 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."

**WITNESSETH:**

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

Jody Efird, AIA, President & Principal Architect  
**EFIRD SUTPHIN PEARCE & ASSOCIATES, P.A.**  
**d/b/a ESPA ARCHITECTS & PLANNERS**  
310 East Sycamore Street, Suite A  
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. 101057-08/15-131**

**EFIRD SUTPHIN PEARCE & ASSOCIATES, P.A. d/b/a ESPA ARCHITECTS & PLANNERS (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)

**EFIRD SUTPHIN PEARCE & ASSOCIATES, P.A.  
d/b/a ESPA ARCHITECTS & PLANNERS**

ATTEST/WITNESS:

\_\_\_\_\_  
Jody Efird, AIA, President & Principal Architect

\_\_\_\_\_  
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. 101057-08/15-131  
EFIRD SUTPHIN PEARCE & ASSOCIATES, P.A. d/b/a ESPA ARCHITECTS & PLANNERS (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](http://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](http://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

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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](http://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-excise) 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](http://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. 101057-08/15-131**  
**EFIRD SUTPHIN PEARCE & ASSOCIATES, P.A. d/b/a ESPA ARCHITECTS & PLANNERS (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.



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(Requirements - continued)

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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.

**ATTACHMENT A - GUILFORD COUNTY CONTRACT NO. 101057-08/15-131  
EFIRD SUTPHIN PEARCE & ASSOCIATES, P.A. d/b/a ESPA ARCHITECTS & PLANNERS (CONTRACTOR)**

(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. 101057-08/15-131**  
**EFIRD SUTPHIN PEARCE & ASSOCIATES, P.A. d/b/a ESPA ARCHITECTS & PLANNERS (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.

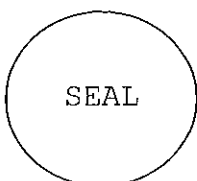
The undersigned, if apparent low bidder, will enter into a formal agreement with the firms listed in the Identification of Minority Business Participation schedule conditional upon scope of contract to be executed with the Owner. Substitution of contractors must be in accordance with GS143-128.2(d). 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. 101057-08/15-131  
EFIRD SUTPHIN PEARCE & ASSOCIATES, P.A. d/b/a ESPA ARCHITECTS & PLANNERS (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

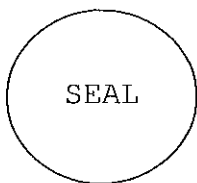
The Bidder agrees to provide any additional information or documentation requested by the owner in support of the above statement.

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. 101057-08/15-131**  
**EFIRD SUTPHIN PEARCE & ASSOCIATES, P.A. d/b/a ESPA ARCHITECTS & PLANNERS (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: \_\_\_\_\_

SEAL

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. 101057-08/15-131**  
**EFIRD SUTPHIN PEARCE & ASSOCIATES, P.A. d/b/a ESPA ARCHITECTS & PLANNERS (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

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### 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.



310 East Sycamore St., Suite A / Greensboro, NC 27401 / o: 336.273.0083 / f: 336.574.1916

[www.espaarchitects.com](http://www.espaarchitects.com)

June 16, 2014

Bonnie Stellfox  
Guilford County Purchasing Department  
301 W. Market Street, Room B-32  
Greensboro, NC 27401

Re: A/E Services for new construction and repair and alterations

Dear Ms. Stellfox:

ESPA would like to provide our experience, organizational skills and collaborative spirit to provide Guilford County with an excellent design team for any project that you plan to advertise.

Our portfolio includes projects of various types, sizes and represents a variety of clients both public and private. From renovations to new construction, ESPA works hand in hand with our clients to deliver the vision that best fits their needs. Because of the nature of design and construction we have had plenty of challenges in our eighteen year history. We do not run from challenges. We face them head on in order to find the best solution for the project and for our clients. We expand our knowledge and resources with every project.

ESPA will enlist the help of accomplished and talented consulting firms to bring you the perfect balance of knowledge, creativity and experience necessary for your projects. We develop a team based on the project specific requirements so our list of consultants is extensive but exceptional. Our entire team is accustomed to working with public clients. All of us bring a wealth of knowledge to the table but we also understand that each project is unique with its own personality and unusual characteristics. A cookie cutter approach will not produce the kind of quality project that Guilford County requires.

Ms. Stellfox, we truly want to continue our relationship with you and Guilford County by means of this response to your advertisement for services. We understand that these projects can range from dumpster enclosures to interior upfits to large new facilities. ESPA sincerely wants to be a positive resource for your organization. We hope to hear from you soon.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Jody Efird", written in a cursive style.

Jody Efird, AIA  
Principal Architect  
**ESPA**







310 East Sycamore St., Suite A / Greensboro, NC 27401 / o: 336.273.0083 / f: 336.574.1915

[www.espaarchitects.com](http://www.espaarchitects.com)

#### County Questions:

1. The team outlined in Form 330 is presently working on the renovation for the High Point Central High School. It is an \$8M+ project with a multitude of renovation challenges for an 1930's building.
2. See item #1.
3. See item #1.
4. ESPA has no experience responding to emergencies as outlined.
5. See item #1.
6. The High Point Central High School project that we are working presently on is on schedule for the Construction Document (CD) phase of design. However the Owner recently has had our team conduct a master plan study in conjunction with their staff of the high school and an adjacent Academy. We have been asked to provide a revised design proposal in the event they choose to alter the scope of work based on our findings from the master plan study and the availability of funds. Our design schedule will change accordingly if the Owner chooses to alter the original scope of work. The proposed budget is \$8,411,000. ESPA is responsible for the interior design as well.

BID PROJECTS	BID DATE	BUDGET	BID AMOUNT
GTCC Aviation Classroom Building	Sept, 2012	\$7,500,00	\$6,500,000
Final \$7,589,946 (Owner chose to build out fourth floor shell space thus the additional cost.) Exceeded final date due to elevator not passing inspection.			
Herbin Metz Education Building	July, 2012	\$7,500,000	\$6,500,000
Final \$6,935,58; Completed on time.			
Oak Ridge United Methodist Church	May, 2012	\$4,500,000	\$3,747,000
Final \$3,930,420; Inclement weather and poor soil contributed to schedule delays, however Owner moved in on time. Contractor installed temporary partitions in order to complete final areas.			
Goodwill Industries, Burlington, NC	Feb., 2012	\$2,300,000	\$1,697,000
Final \$1,779,267; Inclement weather and poor soil contributed to a schedule delay of one month.			
Currie Building Renovations, Carthage, NC	July, 2014	\$1,229,019	\$1,253,000
Final \$1,247,337; The County canceled leases with the intent to move tenants into the newly renovated building. Owner moved in on time however elevator had to be retested after the final date. The occupied floors had on grade egress. The elevator testing after move in was coordinated with building inspectors and fire marshal.			
Courthouse Renovations, Carthage, NC	July, 2014	\$1,249,704	\$1,448,000
No cost increase to date; Completion due June 2015			

7. In a perfect world work hours typically are 8-5:30 Monday through Friday.  
The principal assigned to a project will be the person to contact in case of emergency.  
Jody Efird (336) 254 1509 cell  
Charles Pearce (336) 340 2385  
Hugh Sutphin (336) 254 1035

Sample insurance certificate for professional liability is attached showing \$2M coverage.

**EFIRD SUTPHIN PEARCE & ASSOCIATES, P.A. d/b/a ESPA ARCHITECTS & PLANNERS (CONTRACTOR)**

## Hourly Rates

Established rates for professional services

[illegible]



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/16/2014

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 Phone: (336) 475-9762 Fax: (336) 472-9160  
**INSURANCE SERVICE CORP. OF AMERICA**  
 P.O. BOX 2399  
 THOMASVILLE NC 27361

CONTACT NAME: **Insurance Service Corp. of America**  
 PHONE (A/C, No. Ext): **(336) 475-9762** FAX (A/C, No): **(336) 472-9160**  
 E-MAIL ADDRESS: **Janet@iscfa.com**

INSURED  
**ESPA ARCHITECTS & PLANNERS**  
**C/O EFIRD SUTPHIN PEARCE & ASSOCIATES**  
**310 E SYCAMORE ST**  
**SUITE A**  
**GREENSBORO NC 27401**

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : <b>The Hanover Insurance Group</b>	<b>22292</b>
INSURER B : <b>Continental Casualty Company</b>	<b>20443</b>
INSURER C : <b>Continental Casualty Company</b>	<b>20443</b>
INSURER D :	
INSURER E :	
INSURER F :	

## COVERAGES

CERTIFICATE NUMBER: 11364

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	ADOL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			4030720086	06/01/14	06/01/15	EACH OCCURRENCE \$ <b>1,000,000</b> DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>300,000</b> MED. EXP (Any one person) \$ <b>10,000</b> PERSONAL & ADV INJURY \$ <b>1,000,000</b> GENERAL AGGREGATE \$ <b>2,000,000</b> PRODUCTS - COM/OP AGG \$ <b>2,000,000</b> \$
C	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			4030720086	06/01/14	06/01/15	COMBINED SINGLE LIMIT (Ea accident) \$ <b>1,000,000</b> BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (per accident) \$ \$ EACH OCCURRENCE \$ AGGREGATE \$ \$ PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE-EA EMPLOYEE \$ E.L. DISEASE-POLICY LIMIT \$
A	<b>PROFESSIONAL LIABILITY</b>			LH6 9054787 03	03/01/14	03/01/15	<b>\$2,000,000 each claim</b> <b>\$2,000,000 aggregate</b>

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

Project: High Point Central High School Media Center Addition, Cafeteria Expansion and Renovations.

## CERTIFICATE HOLDER

## CANCELLATION

Gulford County Schools  
 617 West Market Street  
 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

Candice H. Tickle

Attention: Sam Masters masters2@gcsnc.com

**ARCHITECT - ENGINEER QUALIFICATIONS****PART I - CONTRACT-SPECIFIC QUALIFICATIONS****A. CONTRACT INFORMATION**1. TITLE AND LOCATION *(City and State)*

New Construction, Repair &amp; Alteration Projects

2. PUBLIC NOTICE DATE

June 16, 2015

3. SOLICITATION OR PROJECT NUMBER

**B. ARCHITECT-ENGINEER POINT OF CONTACT**

4. NAME AND TITLE

Jody Efird, AIA, President

5. NAME OF FIRM

Efird Sutphin Pearce &amp; Associates, PA (ESPA Architects &amp; Planners)

6. TELEPHONE NUMBER

(336) 273 0083

7. FAX NUMBER

(336) 574 1916

8. E-MAIL ADDRESS

jody@espaarchitects.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	J-V	SUBCONTRACTOR			
a.	✓			ESPA Architects & Planners <input type="checkbox"/> CHECK IF BRANCH OFFICE	310 E. Sycamore Street, Suite A	Architecture Planning Interior Design
b.			✓	Mulkey Engineers & Consultants <input checked="" type="checkbox"/> CHECK IF BRANCH OFFICE	6750 Tryon Road Cary, NC 27518	Structural Engineering
c.			✓	Stanford White <input type="checkbox"/> CHECK IF BRANCH OFFICE	1620 Midtown Place Raleigh, NC 27609	Mechanical Engineering Plumbing Engineering Electrical Engineering Fire Alarm Engineering
d.			✓	JC Waller & Associates, PC <input type="checkbox"/> CHECK IF BRANCH OFFICE	7 L Dundas Circle Greensboro, NC 27407	Civil Engineering
e.			✓	Linda Higgins Design <input type="checkbox"/> CHECK IF BRANCH OFFICE	1541 Bentwood Drive Graham, NC 27253	Interior Design
f.			✓	S&ME <input checked="" type="checkbox"/> CHECK IF BRANCH OFFICE	8646 W. Market Street, Suite 105 Greensboro, NC 27409	Geotechnical Testing Special Inspections

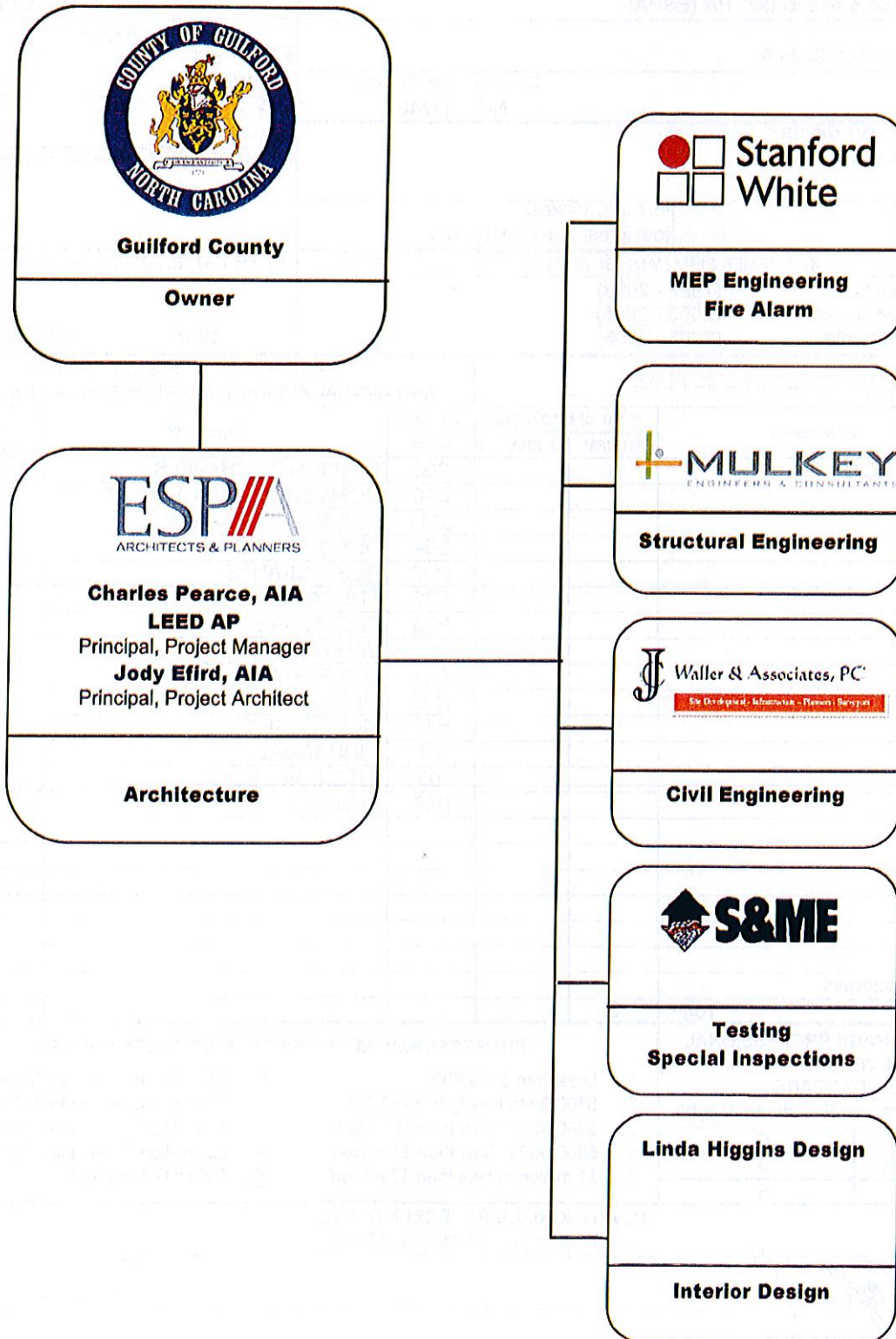
**D. ORGANIZATIONAL CHART OF PROPOSED TEAM**☒ (Attached)



## organization chart



[www.espaarchitects.com](http://www.espaarchitects.com)





## 1. SOLICITATION NUMBER (If any)

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

11. ANNUAL AVERAGE PROFESSIONAL SERVICES REVENUES OF FIRM FOR LAST 3 YEARS (Insert revenue index number shown at right)		PROFESSIONAL SERVICES REVENUE INDEX NUMBER	
a. Federal Work	0	1. Less than \$100,000	6. \$2 million to less than \$5 million
b. Non-Federal Work	5	2. \$100,00 to less than \$250,000	7. \$5 million to less than \$10 million
c. Total Work	5	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

The foregoing is a statement of facts.

AUTHORIZED FOR LOCAL REPRODUCTION



**E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT**

NAME:	<b>Charles Pearce, AIA, LEED AP</b>	EXPERIENCE
ROLE:	Project Manager, Principal	TOTAL: 25
FIRM:	ESPA Architects & Planners	FIRM: 12
LOCATION:	Greensboro, NC	
EDUCATION:	Bachelor of Arts in Architecture	

REGISTRATION:	NC
---------------	----

QUALIFICATIONS:	AIA Piedmont, NC and National
-----------------	-------------------------------

**RELEVANT PROJECTS**

TITLE:	<b>Herblin/Metz Education Center</b>	DESIGN:	2012
OWNER:	<b>Guilford County Schools</b>	CONSTRUCTION:	2013
LOCATION:	Greensboro, NC	COST:	\$6,935,589
FIRM SCOPE:	Design of facility	SIZE:	51,000 SF
ROLE:	Project Manager	Principal	<input checked="" type="checkbox"/> PROJECT WITH CURRENT FIRM
DESCRIPTION:	New facility for special needs children; 18 classrooms, administration, gymnasium, cafeteria		

TITLE:	<b>Aviation Classroom Building</b>	DESIGN:	2011
OWNER:	<b>Guilford Technical Community College</b>	CONSTRUCTION:	2014
LOCATION:	PTIA, Greensboro, NC	COST:	\$7,589,946
FIRM SCOPE:	Design of facility	SIZE:	40,000 SF
ROLE:	Project Architect; Project Manager	Principal	<input checked="" type="checkbox"/> PROJECT WITH CURRENT FIRM
DESCRIPTION:	New classroom building for aviation program. Includes flight simulators, administration, classrooms, media center, conference rooms; LEED Gold		

TITLE:	<b>Family Life Center</b>	DESIGN:	2011
OWNER:	<b>Oak Ridge United Methodist Church</b>	CONSTRUCTION:	2013
LOCATION:	Oak Ridge, NC	COST:	\$3,930,420
FIRM SCOPE:	Design of facility	SIZE:	28,000 SF
ROLE:	Project Manager	Principal	<input checked="" type="checkbox"/> PROJECT WITH CURRENT FIRM
DESCRIPTION:	New multi-purpose addition for church; 600 seat multi-purpose gymnasium, classrooms, warming kitchen and elevated running track. Had to blend with existing church campus.		

TITLE:	<b>Courthouse Elevator Addition/Renovations</b>	DESIGN:	2014
OWNER:	<b>County of Moore</b>	CONSTRUCTION:	2014
LOCATION:	Carthage, NC	COST:	\$1,448,000
FIRM SCOPE:	Design of project	SIZE:	48,604 SF
ROLE:	Project Architect, Project Manager	<input checked="" type="checkbox"/> PROJECT WITH	CURRENT FIRM
DESCRIPTION:	Provide a 2-stop elevator at the main face of Courthouse; conversion of old sheriff's offices into new parole offices, clerk of court renovations, 2 courtroom renovations; facility to remain open during construction.		

TITLE:	<b>Currie Building Elevator/Renovations</b>	DESIGN:	2014
OWNER:	<b>County of Moore</b>	CONSTRUCTION:	2014
LOCATION:	Carthage, NC	COST:	\$1,253,000
FIRM SCOPE:	Design of project	SIZE:	13,440 sf
ROLE:	Project Architect, Project Manager	Principal	<input checked="" type="checkbox"/> PROJECT WITH CURRENT FIRM
DESCRIPTION:	Provide a 3-stop elevator in center of building; new windows, new roof, ADA issues, new mechanical, electrical, fire alarm and security systems; conversion of old offices into new DA offices.		



**E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT**

NAME:	<b>Jody Efird, AIA</b>	EXPERIENCE
ROLE:	Project Architect, Principal	TOTAL: 32
FIRM:	ESPA Architects & Planners	FIRM: 17
LOCATION:	Greensboro, NC	
EDUCATION:	Bachelor of Architecture	
	Bachelor of Landscape Architecture	
REGISTRATION:	NC, VA	
QUALIFICATIONS:	NCARB, AIA Piedmont, NC and National, Piedmont Triad Commercial Real Estate Women (PTCREW) CPN of NC	

**RELEVANT PROJECTS**

TITLE:	<b>Emergency Services Facility Prototype</b>	DESIGN:	2014/2015
OWNER:	<b>Guilford County</b>	CONSTRUCTION:	TBD
LOCATION:	Greensboro, NC	COST:	\$11,250,000
FIRM SCOPE:	Preliminary design of facility	SIZE:	74,510 SF
ROLE:	Production Architect	Principal	<input checked="" type="checkbox"/> PROJECT WITH CURRENT FIRM
DESCRIPTION:	Design study to determine present and future needs for Guilford County Emergency Services Department.		

TITLE:	<b>Aviation Classroom Building</b>	DESIGN:	2011
OWNER:	<b>Guilford Technical Community College</b>	CONSTRUCTION:	2014
LOCATION:	PTIA, Greensboro, NC	COST:	\$7,589,946
FIRM SCOPE:	Design of facility	SIZE:	40,000 SF
ROLE:	Production Architect, Assistant Project Manager	Principal	<input checked="" type="checkbox"/> PROJECT WITH CURRENT FIRM
DESCRIPTION:	New classroom building for aviation program. Includes flight simulators, administration, classrooms, media center, conference rooms; LEED Gold		

TITLE:	<b>Independence Center Window/EIFS Recaulking</b>	DESIGN:	2014
OWNER:	<b>Guilford County</b>	CONSTRUCTION:	2015
LOCATION:	Greensboro, NC	COST:	\$285,000
FIRM SCOPE:	Design of repairs	SIZE:	47,550 SF
ROLE:	Project Architect, Project Manager	Principal	<input checked="" type="checkbox"/> PROJECT WITH CURRENT FIRM
DESCRIPTION:	Replace all sealant at windows and EIFS panels. Replace curved windows at the corner of each floor with EIFS panel; encapsulate corner columns in sheetrock walls.		

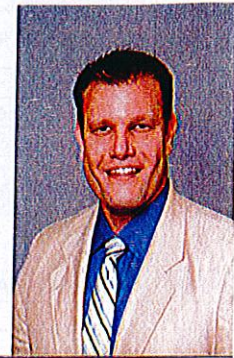
TITLE:	<b>Courthouse Elevator Addition/Renovations</b>	DESIGN:	2014
OWNER:	<b>County of Moore</b>	CONSTRUCTION:	2014
LOCATION:	Carthage, NC	COST:	\$1,448,000
FIRM SCOPE:	Design of project	SIZE:	48,604 SF
ROLE:	Production Architect, Assistant Project Manager	Principal	<input checked="" type="checkbox"/> PROJECT WITH CURRENT FIRM
DESCRIPTION:	Provide a 2-stop elevator at the main face of Courthouse; conversion of old sheriff's offices into new parole offices, clerk of court renovations, 2 courtroom renovations; facility to remain open during construction.		

TITLE:	<b>Currie Building Elevator/Renovations</b>	DESIGN:	2014
OWNER:	<b>County of Moore</b>	CONSTRUCTION:	2014
LOCATION:	Carthage, NC	COST:	\$1,253,000
FIRM SCOPE:	Design of project	SIZE:	13,440 SF
ROLE:	Production Architect, Assistant Project Manager	Principal	<input type="checkbox"/> PROJECT WITH CURRENT FIRM
DESCRIPTION:	Provide a 3-stop elevator in center of building; new windows, new roof, ADA issues, new mechanical, electrical, fire alarm and security systems; conversion of old offices into new DA offices.		



**E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT**

NAME:	<b>Brent Blackburn, PE, LEED AP</b>	EXPERIENCE
ROLE:	Structural Engineer	TOTAL: 12
FIRM:	Mulkey Engineers & Consultants	FIRM: 6
LOCATION:	Cary, NC	
EDUCATION:	BS of Architectural Engineering, Structures, Kansas State University	
REGISTRATION:	NC	
QUALIFICATIONS:	LEED	

**RELEVANT PROJECTS**

TITLE:	<b>Duke Medicine School of Nursing Addition</b>	DESIGN:	2012
OWNER:	<b>Duke University</b>	CONSTRUCTION:	2014
LOCATION:	Durham, NC	COST:	\$ 23M
FIRM SCOPE:	Multi-phase project for renovation of entire building		
ROLE:	Structural Engineer	Principal	<input checked="" type="checkbox"/> PROJECT WITH CURRENT FIRM
DESCRIPTION:	42,000 sf addition; 3 stories; tiered classroom, labs, offices, student lounge, additional elevator; renovations to existing Pearson Building including operating rooms.		

TITLE:	<b>Wake County Boys &amp; Girls Clubs Teen Center</b>	DESIGN:	2013
OWNER:	<b>Wake County</b>	CONSTRUCTION:	2014
LOCATION:	Raleigh, NC	COST:	\$3M
FIRM SCOPE:	Structural design of addition		
ROLE:	Structural Engineer	Principal	<input checked="" type="checkbox"/> PROJECT WITH CURRENT FIRM
DESCRIPTION:	Included gymnasium, learning center, lounge, art/music studio, technology laboratory, multipurpose room, kitchen, offices and meeting rooms.		

TITLE:	<b>Courthouse Elevator Addition/Interior Renovations</b>	DESIGN:	2014
OWNER:	<b>County of Moore</b>	CONSTRUCTION:	NOW
LOCATION:	Carthage, NC	COST:	\$1.2M
FIRM SCOPE:	Add elevator, interior upgrades to courtrooms, DA offices, clerk of court		
ROLE:	Structural Engineer (for ESPA)	Principal	<input checked="" type="checkbox"/> PROJECT WITH CURRENT FIRM
DESCRIPTION:	Reconfiguration and new finishes for courtrooms, DA offices, clerk of court; addition of 2 stop elevator		

TITLE:	<b>Currie Building Elevator Installation/Interior Renovations</b>	DESIGN:	2014
OWNER:	<b>County of Moore</b>	CONSTRUCTION:	NOW
LOCATION:	Carthage, NC	COST:	\$1.3M
FIRM SCOPE:	Structural design		
ROLE:	Structural Engineer (for ESPA)	Principal	<input checked="" type="checkbox"/> PROJECT WITH CURRENT FIRM
DESCRIPTION:	Addition of 3 stop elevator to interior of admin. building; complete MEP upgrades, security, interior renovations for law enforcement related administration		

TITLE:	<b>High Point Central High School Renovation</b>	DESIGN:	2014/2015
OWNER:	<b>Guilford County Schools</b>	CONSTRUCTION:	2015-2017
LOCATION:	High Point, NC	COST:	\$8,411,000
FIRM SCOPE:	Structural design		
ROLE:	Structural Engineer (for ESPA)	Principal	<input checked="" type="checkbox"/> PROJECT WITH CURRENT FIRM
DESCRIPTION:	15,000 sf cafeteria addition, repurposing 12,000 sf old cafeteria into new media center, renovate group toilets, add classrooms, culinary classroom upfit, auditorium slate roof replacement		



**E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT**

NAME:	<b>Juhand C. Waller, PE</b>	EXPERIENCE
ROLE:	Civil Engineer	TOTAL: 9
FIRM:	JC Waller & Associates, PC	FIRM: 2
LOCATION:	Greensboro, NC	
EDUCATION:	Bachelor of Science	
	Masters of Science	
REGISTRATION:	NC, SC, VA	



QUALIFICATIONS: ASCE

**RELEVANT PROJECTS**

TITLE:	<b>High Point Central High School Renovations</b>	DESIGN:	2014/2015
OWNER:	<b>Guilford County Schools</b>	CONSTRUCTION:	2015-2017
LOCATION:	High Point, NC	COST:	\$ 8,411,000
FIRM SCOPE:	Site design for additions, renovations	SIZE:	225,000 SF
ROLE:	Civil Engineer, Surveyors (for ESPA)	Principal	<input checked="" type="checkbox"/> PROJECT WITH CURRENT FIRM
DESCRIPTION:	15,000 sf cafeteria addition, repurpose 12,000 sf old cafeteria into new media center, renovate group toilets, add classrooms, culinary classroom upfit, new 50 space parking lot, auditorium slate shingle replacement.		

TITLE:	<b>Dudley High School Stadium Renovations</b>	DESIGN:	
OWNER:	<b>Guilford County Schools</b>	CONSTRUCTION:	
LOCATION:	Greensboro, NC	COST:	
FIRM SCOPE:	Design of stadium, track and field areas	SIZE:	
ROLE:	Civil Engineer	Principal	<input type="checkbox"/> PROJECT WITH CURRENT FIRM
DESCRIPTION:	Renovations to stadium including stormwater BMP, landscaping, water and sewer infrastructure, site grading and erosion control. (previous association)		

TITLE:	<b>Montgomery County Jail</b>	DESIGN:	
OWNER:	<b>Montgomery County</b>	CONSTRUCTION:	
LOCATION:	Montgomery County, NC	COST:	
FIRM SCOPE:	Site design	SIZE:	
ROLE:	Civil Engineer	Principal	<input type="checkbox"/> PROJECT WITH CURRENT FIRM
DESCRIPTION:	106 bed correctional and law enforcement center; 48 parking space lot; stormwater management underground detention device, sanitary sewer grinder, site utilities (previous association)		

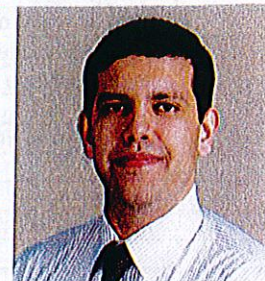
TITLE:	<b>Gateway University Research Park</b>	DESIGN:	
OWNER:	<b>UNC System</b>	CONSTRUCTION:	
LOCATION:	Greensboro, NC	COST:	
FIRM SCOPE:	Site design	SIZE:	88,000 SF
ROLE:	Structural Engineer (for ESPA)	Principal	<input type="checkbox"/> PROJECT WITH CURRENT FIRM
DESCRIPTION:	Site design included 170 space parking lot, stormwater management, fast track permitting, LEED certified project (previous association)		

TITLE:		DESIGN:	
OWNER:		CONSTRUCTION:	
LOCATION:		COST:	
FIRM SCOPE:		SIZE:	
ROLE:		Principal	<input type="checkbox"/> PROJECT WITH CURRENT FIRM
DESCRIPTION:			



**E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT**

NAME:	<b>Adam F. Spach, PE</b>	EXPERIENCE
ROLE:	Mechanical Engineer	TOTAL: 13
FIRM:	Stanford White	FIRM: 9
LOCATION:	Raleigh, NC	
EDUCATION:	BS Mechanical Engineering, Alfred University, 2000	



REGISTRATION:	Professional Engineer in NC
	LEED Accredited Professional, USGBC

QUALIFICATIONS:	Vice Chair, Wake County Citizens Energy Advisory Commission
	American Society of Heating, Refrigeration, and Air Conditioning Engineers (ASHRAE)
	North Carolina Healthcare Engineers Association (NCHEA)
	Regionalization Task Force, Triangle Chapter, US Green Building Council (USGBC)

**RELEVANT PROJECTS**

TITLE:	<b>Gorges State Park New Facilities</b>	DESIGN:	2010	5
OWNER:	<b>NC Dept of Environmental &amp; Natural Resources</b>	CONSTRUCTION:	2013	
LOCATION:	Sapphire, NC	COST:	\$ 6M	
FIRM SCOPE:	Mechanical and Electrical Engineering	SIZE:	9,500 SF +	
ROLE:	Project Manager, Mechanical Engineer	Consultant	<input checked="" type="checkbox"/> PROJECT WITH CURRENT FIRM	
DESCRIPTION:	Visitor's center (reception area, exhibit space, offices, and auditorium), maintenance building (warehouse, shops area, office and break room), toilet & picnic shelter. Park and site lighting is solar-assisted LED.			

TITLE:	<b>Herbin/Metz Education Building</b>	DESIGN:	2012	1
OWNER:	<b>Guilford County Schools</b>	CONSTRUCTION:	2013	
LOCATION:	Greensboro, NC	SIZE:	51,000 SF	
FIRM SCOPE:	Plumbing, Fire Sprinkler, HVAC, Power, Lighting, Fire Alarm	COST:	\$ 6,790,000	
ROLE:	Mechanical Engineer	<input checked="" type="checkbox"/> PROJECT WITH CURRENT FIRM		
DESCRIPTION:	New facility for special needs children; 18 classrooms, administration, gymnasium, cafeteria			

TITLE:	<b>Hilltop Recreation Center</b>	DESIGN:	2012	7
OWNER:	<b>City of Greensboro</b>	CONSTRUCTION:	2014	
LOCATION:	Greensboro, NC	COST:	\$4,000,000	
FIRM SCOPE:	Plumbing, Fire Sprinkler, HVAC, Power, Lighting, Fire Alarm, Telecom	SIZE:	15,000 SF	
ROLE:	Project Manager, Mechanical Engineer	Consultant	<input checked="" type="checkbox"/> PROJECT WITH CURRENT FIRM	
DESCRIPTION:	New facility: features gym, locker rooms, fitness center, climbing wall and multipurpose rooms. The site will ultimately be developed with nature trails, playgrounds and athletic fields (softball, soccer, baseball).			

TITLE:	<b>Aviation Classroom Building</b>	DESIGN:	2011	2
OWNER:	<b>Guilford Technical Community College</b>	CONSTRUCTION:	2014	
LOCATION:	PTIA, Greensboro, NC	COST:	\$ 7.15M	
FIRM SCOPE:	Plumbing, Fire Sprinkler, HVAC, Power, Lighting, Fire Alarm	SIZE:	40,000 SF	
ROLE:	Project Manager, Mechanical Engineer	Consultant	<input checked="" type="checkbox"/> PROJECT WITH CURRENT FIRM	
DESCRIPTION:	New classroom building for aviation program. Includes flight simulators, administration, classrooms, media center, conference rooms; LEED Gold			

TITLE:	<b>Festival Park</b>	DESIGN:	2004	6
OWNER:	<b>City of Fayetteville</b>	CONSTRUCTION:	2007	
LOCATION:	Fayetteville, NC	COST:	\$11,000,000	
FIRM SCOPE:	Plumbing, HVAC, Power, Lighting, Fire Alarm, Telecom	SIZE:	14 acres	
ROLE:	Quality Control	Consultant	<input checked="" type="checkbox"/> PROJECT WITH CURRENT FIRM	
DESCRIPTION:	This downtown park includes a covered performance pavilion, seating terrace, back-of-house facility (dressing rooms, staging area, etc.), sculpture garden, festival lawn, concession/toilet building and parking lots.			



**E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT**

NAME:	<b>Matt J. Johnson, PE</b>	EXPERIENCE
ROLE:	Project Manager, Electrical Engineer	TOTAL: 10
FIRM:	Stanford White	FIRM: 2
LOCATION:	Raleigh, NC	
EDUCATION:	BS Electrical Engineering, Oregon State University, 2002	

REGISTRATION: Professional Engineer in NC and AZ

QUALIFICATIONS: North Carolina Healthcare Engineers Association (NCHEA)

**RELEVANT PROJECTS**

TITLE:	<b>Aviation Classroom Building</b>	DESIGN:	2011
OWNER:	<b>Guilford Technical Community College</b>	CONSTRUCTION:	2014
LOCATION:	PTIA, Greensboro, NC	COST:	\$ 6,790,000
FIRM SCOPE:	Lighting, Power	SIZE:	40,000 SF
ROLE:	Project Engineer	<i>Prime</i>	<input checked="" type="checkbox"/> PROJECT WITH CURRENT FIRM
DESCRIPTION:	Electrical, lighting design for facility		

2

TITLE:	<b>New Continuing Education/ BLET Building</b>	DESIGN:	2013
OWNER:	<b>Nash Community College</b>	CONSTRUCTION:	2015
LOCATION:	Rocky Mount, NC	COST:	\$8,000,000
FIRM SCOPE:	Mechanical and Electrical Engineering	SIZE:	55,000 SF BASE
ROLE:	Electrical Engineer	<i>Consultant</i>	<input checked="" type="checkbox"/> PROJECT WITH CURRENT FIRM
DESCRIPTION:	Classroom & multi-purpose facility. Includes classrooms, offices, computer areas, small auditorium (75 person), toilets.		

TITLE:	<b>Pegram Hall Renovation Study</b>	DESIGN:	2012
OWNER:	<b>Winston-Salem State University</b>	CONSTRUCTION:	N/A
LOCATION:	Winston-Salem, NC	COST:	N/A
FIRM SCOPE:	Mechanical and Electrical Engineering	SIZE:	24,200 SF
ROLE:	Electrical Engineering		<input checked="" type="checkbox"/> PROJECT WITH CURRENT FIRM
DESCRIPTION:	Analysis of existing building systems and feasibility study for the renovation and reuse of Pegram Hall.		

TITLE:	<b>Science Hall</b>	DESIGN:	2013
OWNER:	<b>Guilford Technical Community College</b>	CONSTRUCTION:	2014
LOCATION:	Jamestown, NC	COST:	\$ 3,400,000
FIRM SCOPE:	Plumbing, Fire Sprinkler, HVAC, Power, Lighting, Fire Alarm, Telecom	SIZE:	30,000 SF
ROLE:	Electrical Engineer	<i>Consultant</i>	<input checked="" type="checkbox"/> PROJECT WITH CURRENT FIRM
DESCRIPTION:	Comprehensive mechanical and electrical renovation. Most infrastructure to be replaced with systems designed for improved performance.		

TITLE:	<b>College of Textiles Building - Graduate School Renovations</b>	DESIGN:	2013
OWNER:	<b>NC State University</b>	CONSTRUCTION:	2014
LOCATION:	Raleigh, NC	COST:	\$ 1,200,000
FIRM SCOPE:	Plumbing, Fire Sprinkler, HVAC, Power, Lighting, Fire Alarm, Telecom	SIZE:	18,900 SF
ROLE:	Project Manager, Electrical Engineer	<i>Consultant</i>	<input checked="" type="checkbox"/> PROJECT WITH CURRENT FIRM
DESCRIPTION:	Renovations to 18,900 SF portion of College of Textiles building. Features include: smart classroom, multipurpose room, catering kitchen, offices, conference room.		



**E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT**

NAME:	<b>LeAnn R. White, PE</b>	EXPERIENCE
ROLE:	Principal-In-Charge, Project Manager, Mechanical Engineer	TOTAL: 28
FIRM:	Stanford White	FIRM: 19
LOCATION:	Raleigh, NC	
EDUCATION:	MS Mechanical Engineering, North Carolina State University, 1987	
	BS Mechanical Engineering, North Carolina State University, 1985	
REGISTRATION:	Professional Engineer in NC	
	LEED Accredited Professional, USGBC	



QUALIFICATIONS: American Society of Heating, Refrigeration, and Air Conditioning Engineers (ASHRAE)  
 North Carolina Healthcare Engineers Association (NCHCA)  
 American Council of Engineering Companies of North Carolina (ACEC)

**RELEVANT PROJECTS**

TITLE:	<b>High Point Central High School Renovations</b>	DESIGN:	2014/2015
OWNER:	<b>Gulford County Schools</b>	CONSTRUCTION:	2015-2017
LOCATION:	High Point, NC	COST:	\$8,411,000
FIRM SCOPE:	Plumbing, HVAC, Power, Lighting, Fire Alarm	SIZE:	225,000 sf
ROLE:	Mechanical Engineer	<input checked="" type="checkbox"/>	PROJECT WITH CURRENT FIRM
DESCRIPTION:	15,000 sf cafeteria addition; repurpose 12,000 sf old cafeteria into new media center, renovate group toilets, culinary classroom upfit, new classrooms, auditorium slate roof replacement (with ESPA)		

TITLE:	<b>Carmichael Gym – Energy Performance Improvement</b>	DESIGN:	2010
OWNER:	<b>NC State University</b>	CONSTRUCTION:	2011
LOCATION:	Raleigh, NC	COST:	
FIRM SCOPE:	HVAC, Lighting, Solar	SIZE:	354,300 SF
ROLE:	Principal-In-Charge, Mechanical Engineer	Consultant	<input checked="" type="checkbox"/> PROJECT WITH CURRENT FIRM
DESCRIPTION:	Energy improvement renovations to athletic center. Part of campus-wide energy performance contract.		

TITLE:	<b>University Center Annex</b>	DESIGN:	2007
OWNER:	<b>UNC-Pembroke</b>	CONSTRUCTION:	2008
LOCATION:	Pembroke, NC	COST:	\$ 900,000
FIRM SCOPE:	Plumbing, Fire Sprinkler, HVAC, Power, Lighting, Fire Alarm, Telecom	SIZE:	18,000 SF
ROLE:	Principal-In-Charge, Mechanical Engineer	Consultant	<input checked="" type="checkbox"/> PROJECT WITH CURRENT FIRM
DESCRIPTION:	New student center: features large multi-purpose ballroom (760 person capacity), conference rooms, dressing rooms, catering kitchen, offices for student organizations, and large outdoor plaza.		

TITLE:	<b>Jones Athletic Complex</b>	DESIGN:	2003
OWNER:	<b>UNC Pembroke</b>	CONSTRUCTION:	2005
LOCATION:	Pembroke, NC	COST:	\$6,500,000
FIRM SCOPE:	Plumbing, Fire Sprinkler, HVAC, Power, Lighting, Fire Alarm, Telecom	SIZE:	132,000 SF
ROLE:	Mechanical Engineer	Consultant	<input checked="" type="checkbox"/> PROJECT WITH CURRENT FIRM
DESCRIPTION:	Addition and renovations: 2 gymnasiums, locker rooms, fitness center, athletic training center, multi-purpose room, classrooms and offices.		

TITLE:	<b>Student Recreation Center</b>	DESIGN:	2010
OWNER:	<b>UNC Wilmington</b>	CONSTRUCTION:	2013
LOCATION:	Wilmington, NC	COST:	\$ 26,000,000
FIRM SCOPE:	Plumbing, Fire Sprinkler, HVAC	SIZE:	164,000 SF
ROLE:	Principal-In-Charge, Mechanical Engineer	Consultant	<input checked="" type="checkbox"/> PROJECT WITH CURRENT FIRM
DESCRIPTION:	New campus facility is the result of two projects (2000 & 2013). Features include gymnasium, racquetball courts, pools, indoor track, fitness rooms, locker rooms, conference rooms and offices.		



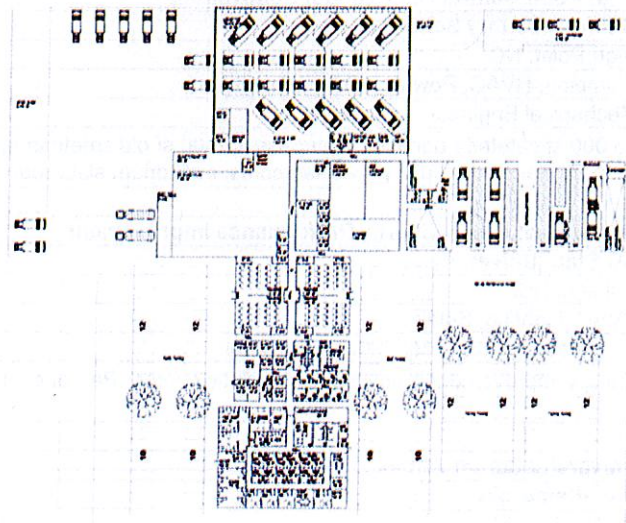
**F. EXAMPLE PROJECTS**

TITLE:	<b>Emergency Services Facility Prototype Study</b>	DESIGN:	2014/2015
OWNER:	<b>Gulford County</b>	CONSTRUCTION:	TBD
LOCATION:	Greensboro, NC	COST:	\$11,250,000
CONTACT:	Mr. Robert McNiece	SIZE:	74,510SF
	Director of Facilities & Parks		
	(336) 641 3340		

Created in 1969, Emergency Services of Guilford County has outgrown its present location and has been searching for opportunities for the past year. A study was initiated to determine the present and future needs for this department.

Facility Components: Total Base Facility 74,510 sf

Administration	9,606 sf
Training	12,121 sf
Vehicle Maintenance	14,146 sf
Warehouse/Medical Storage	18,237 sf
Fitness / Lockers	
Category 4 Section - Logistics, Truck	
Prepping	20,400 sf
Fuel Island	1,500 sf
Vehicle Wash	2,500 sf
Covered Storage Area	5,440 sf
Miscellaneous	

**FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT**

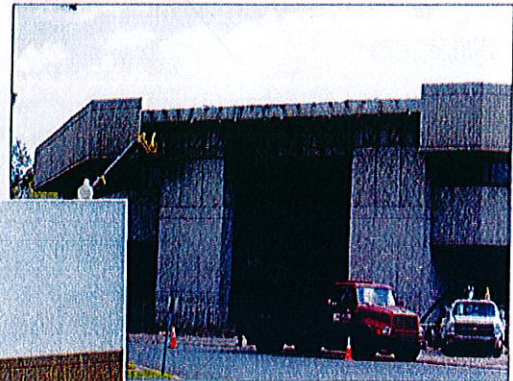
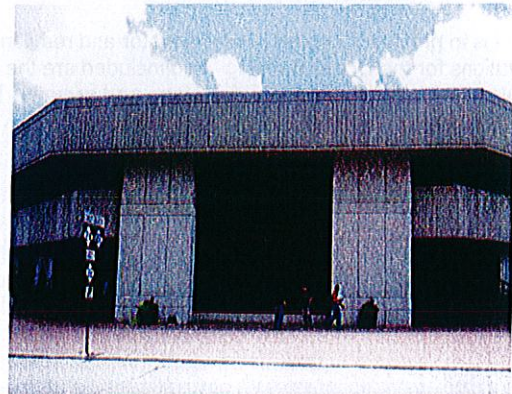
FIRM:	LOCATION:	ROLE:	
ESPA	Greensboro	Architect, Planners	A
			B
			C
			D
			E
			F



**F. EXAMPLE PROJECTS**

TITLE:	<b>Courthouse Elevator Addition/Interior Renovations</b>	DESIGN:	2014
OWNER:	<b>County of Moore</b>	CONSTRUCTION:	Under Construction
LOCATION:	Carthage, NC	COST:	\$ 1,448,000
CONTACT:	Mr. Bobby Lake, Director, Moore County Property Management (910) 947 7170 blake@moorecountnc.gov	SIZE:	48,604 SF

Project is to provide a 2-stop elevator at the main face of the building facing the main street in Carthage, resulting interior renovations related to the elevator as well as courtroom renovations for the Moore County Courthouse Building. Also included are the upgrades to mechanical, electrical, fire alarm and security systems related to the renovations. Facility required to remain open during construction.

**FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT**

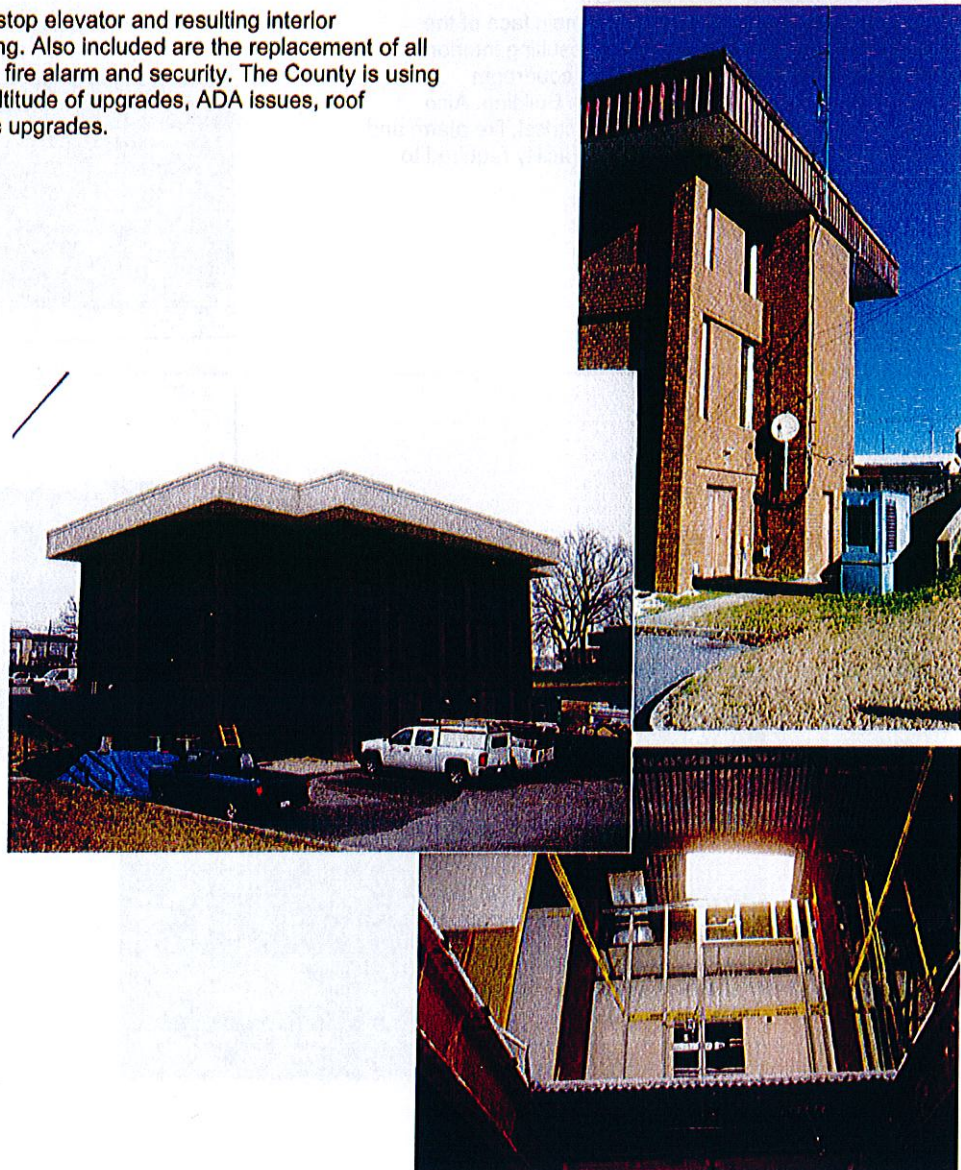
FIRM:	LOCATION:	ROLE:	
<b>ESPA</b>	Greensboro	Architecture	A
<b>Mulkey Engineers &amp; Consultants</b>	Cary	Structural Engineering	B
<b>Triad Engineers &amp; Consultants</b>	High Point	Mechanical/Plumbing/Electrical/Fire Alarm Engineering	C
			D
			E
			F



**F. EXAMPLE PROJECTS**

TITLE:	<b>Currie Building Elevator Installation/Interior Renovations</b>	DESIGN:	2014
OWNER:	<b>County of Moore</b>	CONSTRUCTION:	Under Construction
LOCATION:	Carthage, NC	COST:	\$ 1,253,000
CONTACT:	Mr. Bobby Lake, Director, Moore County Property Management (910) 947 7170 blake@moorecountnc.gov	SIZE:	13,440 SF

Project is to provide a central 3-stop elevator and resulting interior renovations for the Currie Building. Also included are the replacement of all windows, mechanical, electrical, fire alarm and security. The County is using this opportunity to address a multitude of upgrades, ADA issues, roof replacement as well as cosmetic upgrades.

**FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT**

FIRM:	LOCATION:	ROLE:	A B C D E F
<b>ESPA</b>	Greensboro	Architecture	
<b>Mulkey Engineers &amp; Consultants</b>	Cary	Structural Engineering	
<b>Triad Engineers &amp; Consultants</b>	High Point	Mechanical/Plumbing/Electrical/Fire Alarm Engineering	



**F. EXAMPLE PROJECTS**

TITLE:	<b>GTCC Aviation Classroom Building</b>	DESIGN:	2011
OWNER:	<b>Guilford Technical Community College</b>	CONSTRUCTION:	2014
LOCATION:	PTIA, Greensboro, NC	COST:	\$ 7,589,946
CONTACT:	Mr. Arthur Foh, GTCC Project Manager	SIZE:	40,000 SF
	(336) 334 4822-50199		
	abfoh@gtcc.edu		

New four story aviation classroom building for GTCC aviation program. Includes classrooms, flight simulators, resource center, school store. Originally designed with fourth floor as shell. Because project came in under budget the owner chose to finish out the fourth floor with conference rooms, media center and more classrooms.

**FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT**

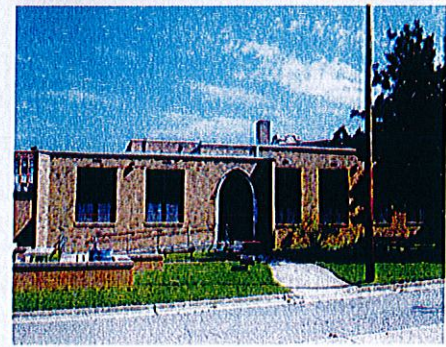
FIRM:	LOCATION:	ROLE:	
<b>ESPA</b>	Greensboro	Architecture	A
<b>Stanford White</b>	Raleigh	Mechanical/Plumbing/Electrical/Fire Alarm Engineering	B
<b>Stewart Engineering</b>	Raleigh	Structural Engineering	C
<b>Deborah Brown Landscape Architecture</b>	Cary	Landscape Architecture	D
<b>Westcott Small &amp; Associates</b>	Greensboro	Civil Engineering	E
			F



**F. EXAMPLE PROJECTS**

TITLE:	<b>High Point Central High School Renovations</b>	DESIGN:	2014
OWNER:	<b>Gulford County Schools</b>	CONSTRUCTION:	For 2015/2016
LOCATION:	High Point, NC	COST:	\$8,411,000
CONTACT:	Mr. Thomas Griffiths	SIZE:	225,000 SF
	Manager Design Services		
	(336) 471 0230		

Renovations to 1930's school to include correction of leaking roof over auditorium (slate shingles), group toilet improvements, 15,000 sf new cafeteria addition, 3,000 sf addition to existing cafeteria to be repurposed into new 12,000 sf media center, culinary classroom upfit, ADA upgrades. Under design at present. Will be bid in spring, 2015.

**FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT**

FIRM:	LOCATION:	ROLE:	
<b>ESPA</b>	Greensboro	Architect, Interior Design, Project Manager	A
<b>Stanford White</b>	Raleigh	MEP Engineers	B
<b>Mulkey Engineers &amp; Consultants</b>	Cary	Structural Engineers	C
<b>JC Waller &amp; Associates, PC</b>	Greensboro	Civil Engineering	D
			E
			F



**F. EXAMPLE PROJECTS**

TITLE:	<b>Guilford County Parole Office Renovation</b>	DESIGN:	2014
OWNER:	<b>County of Guilford</b>	CONSTRUCTION:	2014
LOCATION:	High Point, NC	COST:	\$ 25,000
CONTACT:	Ms. Sherrie Neal	SIZE:	722 SF
	Administrative Services Manager		
	(336) 641 3340		

Reconfiguration of classroom into five offices for parole officers. New partitions, adjustment of lighting and HVAC, addition of power and security. Extremely tight budget.

**FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT**

FIRM:	LOCATION:	ROLE:	
<b>ESPA</b>	Greensboro	Architect, Project Manager	<b>A</b>
			<b>B</b>
			<b>C</b>
			<b>D</b>
			<b>E</b>
			<b>F</b>

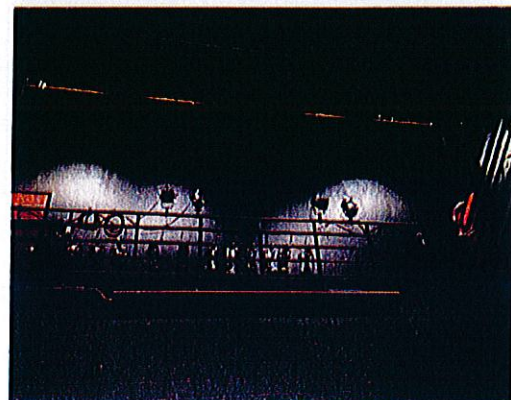


## F. EXAMPLE PROJECTS

TITLE:	<b>Koury Building Renovations</b>	DESIGN:	2015
OWNER:	<b>Gulford Technical Community College</b>	CONSTRUCTION:	2015
LOCATION:	Jamestown, NC	COST:	\$650,000
CONTACT:	Mr. Arthur Foh	SIZE:	5,000 SF
	(336) 334 4822 - 50199		
	abfoh@gtcc.edu		

The project is to demolish the existing black box theatre that is within the existing two story building. This includes the removal of the concrete raked floor, catwalk and associated rigging. A remaining opening will be infilled with a new structural floor system. The resulting spaces will be backfilled with administration and classroom spaces.

The project has been bid and will begin construction July, 2015.



## FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

FIRM:	LOCATION:	ROLE:	
<b>ESPA</b>	Greensboro	Architecture	A
<b>Engineered Designs Inc.</b>	Cary	Mechanical, Plumbing, Electrical Engineering	B
<b>Mulkey Engineers &amp; Consultants</b>	Cary	Structural Engineering	C
			D
			E
			F



**F. EXAMPLE PROJECTS**

TITLE:	<b>Herbin/Metz Education Center</b>	DESIGN:	2012
OWNER:	<b>Guilford County Schools</b>	CONSTRUCTION:	2013
LOCATION:	Greensboro, NC	COST:	\$ 6,935,589
CONTACT:	Mr. Julius Monk, Director of Construction	SIZE:	51,000 SF
	(336) 370 3492		
	monkj@gcsnc.com		

New education facility for special needs children, ages 5-22 for Guilford County Schools; 18 classrooms, administration, gymnasium, cafeteria, covered drop off and warming kitchen.

**FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT**

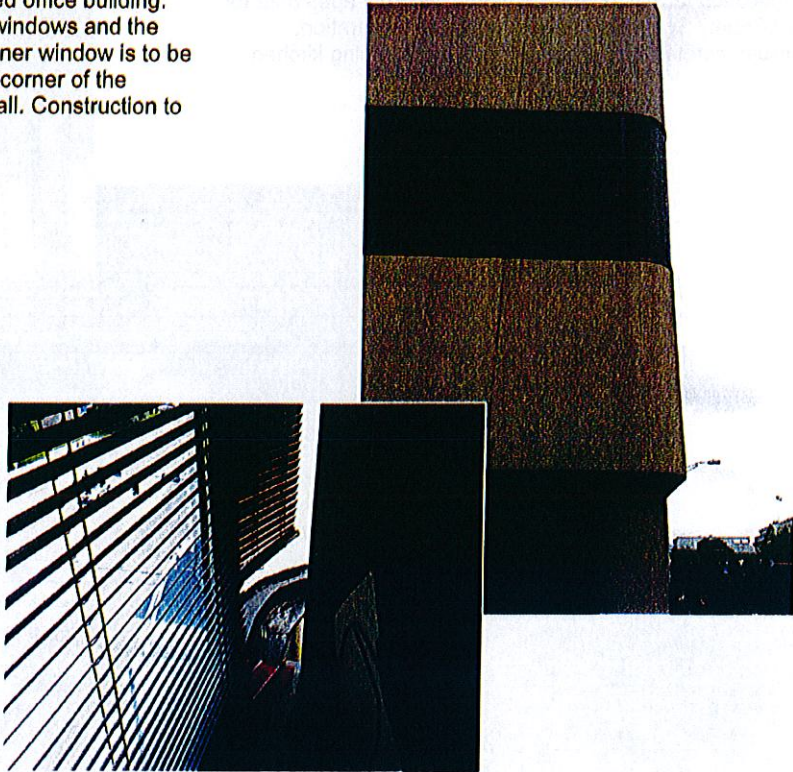
FIRM:	LOCATION:	ROLE:	
<b>ESPA</b>	Greensboro	Architecture	A
<b>Stanford White</b>	Raleigh	Mechanical/Plumbing/Electrical/Fire Alarm Engineering	B
<b>Stewart Engineering</b>	Raleigh	Structural Engineering	C
<b>CLH Design, PA</b>	Cary	Landscape Design	D
<b>Westcott Small &amp; Associates</b>	Greensboro	Civil Engineering	E
			F



**F. EXAMPLE PROJECTS**

TITLE:	<b>Independence Center Window/EIFS Recaulking</b>	DESIGN:	2014
OWNER:	<b>County of Guilford</b>	CONSTRUCTION:	2015
LOCATION:	Greensboro, NC	COST:	\$285,000
CONTACT:	Mr. Jim Halberg, Project Manager	SIZE:	47,550 sf SF
	Facilities & Parks Department		
	(336) 641 3762		

Independence Center is a glass and EIFS covered office building. This project is to replace all sealant for both the windows and the exterior EIFS panels. In addition each curved corner window is to be replaced with EIFS panels. The columns in each corner of the interiors are to be encapsulated in a sheetrock wall. Construction to begin June, 2015.

**FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT**

FIRM:	LOCATION:	ROLE:	A B C D E F
<b>ESPA</b>	Greensboro	Architect, Project Manager	



**F. EXAMPLE PROJECTS**

TITLE:	<b>Health Department Master Plan &amp; Renovations</b>	DESIGN:	2009/2012
OWNER:	<b>Guilford County</b>	CONSTRUCTION:	2012
LOCATION:	Greensboro, NC	COST:	\$ .5M / \$2M
CONTACT:	Ms. Merle Green, Guilford County Health Director (336) 641 3288 mgreen@co.guilford.nc.us	SIZE:	60,000 SF

The original scope of work began as an update for the reception area and the shifting of a couple of departments. After an assessment of the building and scope of work, the owner agreed that a Master Plan of the entire facility would provide a road map for efficient renovation phasing thus avoiding renovating areas more than once.

In Phase I, all departments within the building were affected and the facility remained open during construction. Construction was complete two months ahead of schedule.

Phase II scheduling also allowed for the facility to remain open during the second phase of construction.

**FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT**

FIRM:	LOCATION:	ROLE:	A B C D E F
ESPA	Greensboro	Architecture	
Triad Engineering	High Point	MEP	

[illegible]

NO.	TITLE OF EXAMPLE PROJECT (FROM SECTION F)	NO.	TITLE OF EXAMPLE PROJECT (FROM SECTION F)
1	Emergency Services Facility Prototype Study	6	High Point Parole Office Renovation
2	Moore County Courthouse Renovation	7	GTCC Koury Building Renovation
3	Moore County Currie Building Renovation	8	Herbin Metz Education Building
4	GTCC Aviation Classroom Building	9	Independence Center Window/EIFS Recaulking
5	High Point Central High School Renovations	10	Guilford County Health Department Renovation

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**H. ADDITIONAL INFORMATION**

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30. PROVIDE ANY ADDITIONAL INFORMATION REQUESTED BY THE AGENCY. ATTACH ADDITIONAL SHEETS AS NEEDED.

ESPA has teamed with other excellent consultants on a variety of projects. The team is determined by the scope of work and our prior experience with each of these firms.

**Civil Engineering:**

Westcott Small & Associates, PLLC, Greensboro  
Borum Wade, Greensboro  
Fleming Engineering, Greensboro  
Civil Designs, Greensboro

**MEP:**

Eubanks Humphrey Engineering, PC, Greensboro  
Engineered Designs Inc., Cary  
Greensboro Engineering, Greensboro  
Triad Engineering Consultants, Inc, High Point  
Sutton Kennerly, Greensboro

**Structural:**

CB2 Structural Engineers, Winston Salem  
Structural Solutions, PA, Greensboro  
Engineered Concepts, Greensboro

ESPA has designed two buildings for LEED certification;

GTCC Aviation Classroom Building - pursuing LEED Gold  
Burlington Goodwill - pursuing LEED Silver

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**I. AUTHORIZED REPRESENTATIVE**

The foregoing is a statement of facts.

31. SIGNATURE

32. DATE

33. NAME AND TITLE

Jody Efird, AIA, President ESPA

June 16, 2015



*Elaine F. Marshall*  
**Secretary**

North Carolina

**DEPARTMENT OF THE  
SECRETARY OF STATE**

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

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### Corporate Names

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**Prev Legal:** EFIRD - GWINN ARCHITECTS, P.A.  
**Prev Legal:** Efird Sutphin & Associates, P.A.  
**Legal:** Efird Sutphin Pearce & Associates, P.A.  
**Prev Legal:** Efird-Gwinn-Sutphin Architects, P.A.

### Professional Corporation Information

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**SosId:** 0423420  
**Status:** Current-Active  
**Annual Report Status:** Not Applicable  
**Citizenship:** Domestic  
**Date Formed:** 4/4/1997  
**Fiscal Month:** December  
**State of Incorporation:** NC  
**Registered Agent:** Wolf, Gary R.

### Corporate Addresses

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**Principal Office:** 200 S. Elm Street, Ste. 401  
Greensboro, NC 27401  
**Reg Office:** 812 North Elm Street  
Greensboro, NC 27401  
**Mailing:** PO Box 20342  
Greensboro, NC 27420  
**Reg Mailing:** PO Box 308  
Greensboro, NC 27402

### Professions

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Architectural services

ARTICLES OF AMENDMENT  
OF  
EFIRD SUTPHIN & ARCHITECTS, P.A.

The undersigned corporation hereby submits these Articles of Amendment for the purpose of amending its Articles of Incorporation:

1. The name of the corporation is Efird Sutphin & Associates, P.A.
2. The following Amendment to the Articles of Incorporation of the corporation was adopted by its shareholders on the 1st day of March, 2006, in the manner prescribed by law:

The name of the corporation shall be **Efird Sutphin Pearce & Associates, P.A.**

3. The number of shares of the corporation outstanding at the time of such adoption was 100; the number of votes entitled to be cast thereon was 100; and the number of shares indisputably represented at the meeting was 100.

4. The number of votes cast for such amendment was 100. There were no votes cast against such amendment.

This the 1 day of March, 2006.

EFIRD SUTPHIN & ASSOCIATES, P.A.

By: 

Jo Allen Efird, President

C200606100585

**THE NORTH CAROLINA  
BOARD OF ARCHITECTURE**

127 W. Hargett Street    27701-2444    Raleigh, NC 27601    919/733-9144

**CERTIFICATION**

(For professions other than Architecture, obtain Certification from appropriate licensing board)

To:        Office of the Secretary of State  
            Corporations Division  
            300 North Salisbury Street  
            Raleigh, NC 27603

From:     The Executive Director  
            North Carolina Board of Architecture

The incorporators of:  
Efird Sutphin Pearce & Associates, P.A.

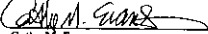
have identified by application to the North Carolina Board Of Architecture, the names and addresses of the proposed owners of its shares of stock.

The undersigned certified that the ownership of the shares of stock, as identified by application, is in accordance with the requirements of North Carolina General Statutes 55B-4(2) and 55B-6.

The following individual holds a valid North Carolina license to practice architecture:

Name	Number	Title
Jo Allen Efird	6471	Architect

The Certification is executed under the authority of the North Carolina Board of Architecture, this May 24, 2004.



Cathie M. Evans  
Executive Director  
North Carolina Board of Architecture

Seal