



Guilford County

CONTRACT AGREEMENT

COUNTY				CONTRACTOR			
Guilford County 301 West Market Street Greensboro, NC 27401 Telephone No: 336-641-3852 Attention: Tiffany Johnson Contract No: 582 Parent Contract No: 0				PNP DESIGN GROUP, PLLC 111 Paisley Street Greensboro, NC 27401 Talmage Payne 336-378-1812 336-378-1460 tpayne@pnpdesigngroup.com Attention: Talmage Payne			
HIGHLIGHT INFORMATION							
Contract Purpose: A&E Services New Animal Shelter Effective Date: October 1, 2017 Contract Type: CAPITAL PROJECT PRICE ONLY Contract Amount: 0.00				Expiration Date: September 30, 2020 Contract Subtype: Event Number:			
CONTRACT LINES							
Line No	Percent	Item Description	Acct Unit	Account	Base Cost	UOM	Amount
3	100.000%	A&E Services	300310	55500^0	\$25,000.000	YR	\$25,000.00

THIS CONTRACT is hereby made, entered into, and effective as of October 1, 2017, by and between GUILFORD COUNTY, a body politic and corporate of the State of North Carolina, hereinafter referred to as the “COUNTY,” and PNP DESIGN GROUP, PLLC, hereinafter referred to as the “CONTRACTOR,” and also collectively referred to as the “Parties.”

W I T N E S S E T H:

WHEREAS, for the purpose and subject to the terms and conditions hereinafter set forth, the COUNTY hereby contracts for the professional architecture and engineering 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 A&E Services New Animal Shelter and,

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

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

1. ARCHITECTURE & ENGINEERING SERVICES. CONTRACTOR will timely provide the following professional architecture and engineering services as set forth in the Specifications (Attachment A) and Proposal (Attachment B), attached hereto and incorporated herein by reference: The scope of services is for the complete design of all phases. All professional services shall be provided in a competent, workmanlike and professional manner acceptable to the COUNTY. Should there be any discrepancy between the Proposal (Attachment B) and the Specifications (Attachment A) and/or the first six (6) pages of this Contract, the first six (6) 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 professional services, individual work orders will be negotiated for each phase of the project. CONTRACTOR agrees that its unit costs forming any part of the pricing for its professional services under this Contract will not exceed the unit costs set out in Attachment B. Additional services such as geotechnical, surveys, testing, commissioning, on-site project management, and their associated fees may be negotiated for specific projects. All work performed under this contract shall be per the provided terms conditions of this architect and engineering services agreement.

The COUNTY agrees to pay the amounts for the professional services as set out in this Contract, including Attachment B, the CONTRACTOR's Proposal, and as set out in each individual work order, which shall be incorporated herein by reference. Payment will be made by the COUNTY to CONTRACTOR within thirty (30) days of receipt of a correct invoice and proper documentation that the professional 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 professional services and in any event payment will be made only from budgeted funds in accordance with N.C. Gen. Stat. §159.

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. Gen. Stat. §153A-13.

5. TERM. This Contract shall be in effect for three years, beginning October 1, 2017, and ending September 30, 2020.

6. ADDENDUM. The terms of this Agreement may only be modified or revised with a written Contract Agreement executed by both Parties.

7. TERMINATION. The COUNTY may at any time and for any reason terminate CONTRACTOR'S services and work at the COUNTY'S convenience, after written notification to the CONTRACTOR via certified mail. Upon 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, within budgeted amounts: (1) the actual cost of the work completed in conformity with this Agreement; and (2) plus such other costs actually incurred by CONTRACTOR and approved by the COUNTY. The amount of any payments made to CONTRACTOR prior to the date of termination of this Agreement shall be deducted from such sums as provided in this subparagraph.

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

Talmage Payne, Managing Partner
PNP Design Group, PLLC
111 Paisley Street
Greensboro, NC 27401

9. INDEPENDENT CONTRACTOR/INDEMNIFICATION. CONTRACTOR shall operate as an independent contractor for all purposes. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between the COUNTY and either the CONTRACTOR or any employee or agent of COMPANY. 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. GUILFORD COUNTY LIABILITY INSURANCE REQUIREMENTS.

WORKERS COMPENSATION: CONTRACTOR agrees to maintain coverage to apply for all employees for statutory limits in compliance with the applicable state and federal laws. The policy must include employer's liability with limits of at least \$1,000,000 for each accident, \$1,000,000 for each employee, with at least a \$1,000,000 aggregate policy limit.

COMMERCIAL PROFESSIONAL LIABILITY: CONTRACTOR does hereby agree to maintain professional liability limits of at least \$1,000,000 per occurrence, per location, single limit for bodily injury liability and property damage liability, with at least a \$2,000,000 aggregate limit, per location. This shall include premises and/or operations, independent contractors, products and/or completed operations, broad form property damage and explosion, collapse and underground damage coverage, and a contractual liability endorsement.

BUSINESS AUTO LIABILITY: CONTRACTOR does hereby agree to maintain limits of at least \$1,000,000 per accident combined single limit for bodily injury liability and property damage. This should include owned vehicles, plus hired and non-owned vehicles.

COMMERCIAL GENERAL LIABILITY: CONTRACTOR does hereby agree to maintain limits of at least \$1,000,000 per occurrence, per location, single limit for bodily injury liability and property damage liability, with at least a \$2,000,000 aggregate limit, per location. This shall include premises and/or operations, independent contractors, products and/or completed operations, broad form property damage and explosion, collapse and underground damage coverage, and a contractual liability endorsement.

UNDERWRITING, ADDITIONAL INSURED, AND CANCELLATION NOTICE REQUIREMENTS:
All insurance shall be written by companies with an AM Best rating "A" or higher. GUILFORD COUNTY shall be named as an additional insured on CONTRACTOR's insurance policies, which shall be primary and not contributory to any other insurance that may be available to the COUNTY. Such certificates shall require that the policies shall not be canceled or reduced in coverage until thirty (30) days written notice of such cancellation or reduction has been received by CONTRACTOR and Guilford County.

MAINTENANCE OF INSURANCE COVERAGE AND RENEWAL DOCUMENTATION:
CONTRACTORS original insurance policies or certified copies of policies may be required by COUNTY at any time. Current, valid insurance policies meeting the requirements stated herein shall be maintained for the duration of the Agreement. Renewed policies shall be sent to the County at the above address thirty (30) days prior to any expiration date.

Upon the COUNTY'S offer of award of this Agreement, CONTRACTOR will provide Certificates of Insurance for meeting the required insurance provisions. The Certificate of Liability shall state, "GUILFORD COUNTY" is added as an additional insured as evidenced by the endorsement attached to this Certificate." CONTRACTOR will provide copies of insurance certificate(s) Guilford County Purchasing with their award package.

All insurance documents required under this Contract shall be forwarded to:

GUILFORD COUNTY
Attention: Purchasing Department
301 West Market Street Suite B-32
Greensboro, NC 27401
Reference: GUILFORD COUNTY CONTRACT NO. 582
With CONTRACTOR NAME

In the event CONTRACTOR fails to maintain and keep in force for the duration of this Contract the insurance required herein, the COUNTY may cancel and terminate this Contract without notice.

11. 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.

12. 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.

13. 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 professional services for a period of ten (10) consecutive business days, the COUNTY shall have the right to: (a) procure replacement professional services from an alternative source and/or (b) terminate the Contract or portion(s) of Contract upon written notice to CONTRACTOR.

14. 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” and “Exhibit” have the same meaning and may be used interchangeably throughout this document.

15. 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.

16. 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. Gen. Stat. §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 Attachment C.

17. IRAN DIVESTMENT ACT OF 2015. Whereas, N.C. Gen.Stat. §147-86.59 requires that a State agency or political subdivision of the State must require persons attempting to contract therewith, including contract renewals or assumptions, to certify that the persons or the assignees are not identified on the list created by State Treasurer pursuant to N.C. Gen. Stat. §147-86.58. Effective as of the date of this Contract, and in accordance with N.C. Gen. Stat. §147, Article 6E entitled “Iran Divestment Act,” each Party hereby certifies that it is not identified on the Final Divestment List created by the State Treasurer, which list of persons the Treasurer has determined engage in investment activities in Iran, including any subcontractors of either Party.

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:

DocuSigned by:
Marty K Lawing 11/9/2017 | 3:56 PM EST
5148C7EFF7AB48A...
Marty K. Lawing, Guilford County Manager

DocuSigned by:
Robin B Keller 11/10/2017 | 6:07 PM EST
261BE04777AA4DA...
Guilford County Clerk to Board

PNP DESIGN GROUP, PLLC

ATTEST:

DocuSigned by:
Talmage Robinson Payne 12/6/2017 | 3:46 PM EST
0CA99C05C11742C...
President

DocuSigned by:
Mitchell Parsons 12/6/2017 | 5:41 PM EST
B1CD8E648745472...
Corporate Secretary

Printed Name: Talmage Robinson Payne

Printed Name: Mitchell Parsons

(CORPORATE SEAL)

No Corporate Seal Exists ☐

DocuSigned by:
Mitchell Parsons
B1CD8E648745472...

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.

DocuSigned by:
N. Reid Baker III 11/9/2017 | 2:52 PM EST
D2C9E59B94D64E4...
Guilford County Finance Director

**GUILFORD COUNTY
REQUEST FOR QUALIFICATIONS – NEW ANIMAL SHELTER
Event #574**

This advertisement is for ARCHITECT & ENGINEERING SERVICES for a new Guilford County Animal Shelter project. This project will be a new construction project.

The work may include the following:

- Development of requirements
- Design for a new Animal Shelter facility including all engineering disciplines
- Initial permitting and review as required by all state and local officials
- Engineering evaluations
- Cost estimating
- Project management support
- Preparation of contract documents, contract administration
- Commissioning and inspection services

The contract will be a ONE-TIME contract to provide AE services for the new Guilford County Animal Shelter to be located in Guilford County, NC. Firms must have prior experience in designing Animal Shelters to submit a response. Preference will be give to firms that have the prime firm located in the state of North Carolina. Firms that have the qualifications to perform the services described are invited to submit (2) copies of their information in a format that is comparable to the information attached to this event:

Attachment A – example of information on your comparable projects

Attachment B – example of hourly rates

Attachment C – example of Guilford County's contract

Attachment D – example of Guilford County's terms & conditions

Attachment E – example of Guilford County's Architectural Services Agreement

Attachment F – example of Guilford County's evaluation criteria

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 animal shelter designs? Provide information on specific projects.
- (3) What experience does the team have in designing of new facility projects in the **10 to 15-million-dollar range**? 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.
- (8) What experience does the team have in LEED certified projects of this magnitude? Provide examples.

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 engineer licensed in North Carolina.

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, this contract will be awarded to only one A/E firm and for this project only. Preference will be given to firms that have the prime firm located in the state of North Carolina.

Insurance Requirements

1. Insurance Documentation Submittal

By submittal of their proposal response, Professional Corporation acknowledges that they will provide documentation to the Purchasing Department for the following insurance requirements upon receipt of notice of intent to proceed letter from Guilford County.

2. Workers Compensation

Contractor agrees to maintain coverage to apply to employees for statutory limits in compliance with the applicable state and federal laws. The policy and endorsement must include employer's liability with a limit of \$1,000,000 for each accident, \$1,000,000 for each employee, and with a \$1,000,000 aggregate policy limit.

3. Commercial Professional Liability

(Contractor to provide Certificate of Insurance and Endorsement with Guilford County listed as an additional insured)

Professional Corporation does hereby agree to maintain limits of \$1,000,000 per occurrence combined single limit for errors, omissions, and other professional liability, with a \$2,000,000 aggregate limit. This shall include premises and/or operations, independent contractors, products and/or completed operations, broad form property damage and explosion, collapse and underground damage coverage, sudden and accidental pollution losses, and errors and omissions.

Contractor does hereby agree to maintain limits of \$1,000,000 per accident combined single limit for bodily injury liability and property damage. This should include owned vehicles, plus hired and non-owned vehicles.

4. Underwriting and Cancellation Notice Requirements

All insurance shall be written by companies with an AM Best rating "A" or higher. Such certificates shall require that the policies shall not be canceled or reduced in coverage until thirty (30) days written notice of such cancellation or reduction has been received by Contractor and Guilford County.

5. Maintenance of Insurance Coverage and Renewal Documentation

Contractors original insurance policies or certified copies of policies may be required by Guilford County at any time. Current, valid insurance policies meeting the requirements stated herein shall be maintained for the duration of the Agreement. Renewed policies shall be sent to the County at the above address thirty (30) days prior to any expiration date.

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 to the address listed below by the event close date and time of **FRIDAY, JUNE 30, 2017 @ 3:00 PM (EST).** This is not a request for proposal.

Participation of minority-owned and woman-owned businesses is encouraged, but is not an evaluation factor. For more information on the Guilford County MWBE Program, please contact Sheila Reaves-Willett, Buyer/Diversity Coordinator at swillett@myguilford.com or 336-641-4823. For information on how to register as a State HUB certified MWBE company, please contact the State HUB Office.

Submit the required documentation to:

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

ATTACHMENT A EXAMPLE

Example #1

Project Name:

Location:

Owner:

Original Completion Schedule:

Project Completion Date:

Original Project Amount:

Final Project Amount:

Consultants:

MWBE Percentage on Project:

Scope of Project:



Attachment B - Example of Hourly Rates

[illegible]