

August 31, 2016

**EXHIBIT A**

Aaron Church  
Rowan County – Manager  
130 West Innes Street  
Salisbury, NC 28144

Re:    **Phase II Part 2 Re-roofing of the West End Plaza**

We are pleased to submit this proposal for services related to the completion of the re-roofing of the West End Plaza and repairs to the Belk building's columns and walls that have been damaged due to water intrusion. ADW Architects have requested REI Engineers to provide a proposal for the construction management and design of the Phase II part 2 of the Re-roofing project. REI's attached proposal includes scope of services, itemized engineering fees and estimated construction costs. ADW's scope includes assisting in facilitating a schedule for REI's services, coordinate access to the facility and participate in the review and coordination of REI's drawings. We shall also review their progress during construction.

**FEE FOR SERVICES** (not including reimbursable expenses)

<b>ADW Architects</b>	
<b>(Hourly not to exceed):</b>	<b>\$ 9,500.00</b>
<b><u>Roofing Consultant: (REI Engineers - estimate)</u></b>	<b><u>\$ 99,260.00</u></b>
<b>Total</b>	<b>\$108,760.00</b>

Reimbursable expenses shall include any travel, printing or delivery charges associated with these services.

If these terms meet your approval, a more formal form of agreement shall be executed between Rowan County and ADW Architects, p.a. Thank you for the opportunity to continue working with you.

Sincerely,  
ADW Architects, p.a.



Robert J. Lauer, Jr. AIA  
Managing Principal

## Attachment A

### Schedule of Hourly Rates and Reimbursable Expenses

#### Black & White Print Size

	<u>Cost per Sheet</u>
8½ x 11	\$0.16
12 x 18	\$0.60
15 x 21	\$0.55
18 x 24	\$0.75
24 x 36	\$1.50
30 x 42	\$2.20
36 x 42	\$2.75
Reproducible	\$4.50

#### Color Print Size

	<u>Cost per Sheet</u>
8½ x 11	\$0.50
12 x 18	\$0.75
15 x 21	\$30.00
18 x 24	\$37.00
24 x 36	\$60.00
30 x 42	\$105.00
36 x 42	\$120.00

#### Specification Manuals

	<u>Per No. of Pages</u>
1-200 pages	\$40.00
201-300 pages	\$50.00
301-400 pages	\$55.00
401-500 pages	\$65.00
501-600 pages	\$70.00

#### Staff Member

	<u>Rate per Hour</u>
Principal/Partner	\$140.00
Project Manager	\$105.00
Project Architect	\$105.00
Designer	\$95.00
Intern/Draftsman	\$75.00
Clerical/Administrative	\$55.00

# REI ENGINEERS

1927 JN PEASE PLACE, SUITE 201, CHARLOTTE, NC 28262

PHONE 704.596.0331 FAX 704.596.0533



August 25, 2015

ADW Architects  
Suite 270  
101 W. Worthington Avenue  
Charlotte, NC 28203

**Attention: Mr. Robert J. Lauer, Jr., AIA  
Managing Principal**

**Reference: Proposal for Engineering Services  
Rowan County - West End Plaza  
Phase II Roof Replacement  
REI Proposal No. P16CLT-136**

Dear Mr. Lauer:

In response to our recent discussions, we are pleased to submit this revised proposal for your consideration. The roof areas outlined in this proposal includes approximately 153,220 square feet of low-slope roof area (Areas D1-D3 and E1-E4 as shown on the attached Drawing A - Roof Plan) on several levels of the facility located at 1935 Jake Alexander Blvd. W, Salisbury, North Carolina 28147. The following is an outline of the proposed services for Contract Documents and Construction Administration:

## **I. CONTRACT DOCUMENTS (CD)**

- A. Conduct site visit(s) to develop detailed Contract Documents for the subject facility.
- B. Develop extents of roof areas to be replaced with Owner based on reported priority, available budget, and anticipated unit cost for the (pre-design) proposed project scope of work.
- C. Extract roof samples to identify roof system composition and condition and submit for testing to determine the presence or absence of asbestos-containing materials on each bituminous roof area. Cored locations to be repaired with compatible materials.
- D. Perform the following engineering design calculations for all roof areas which will be sealed by a Licensed Engineer:
  1. Determine design wind loads in accordance with ASCE 7 as required by the current edition of the State Building Code.
  2. Primary and secondary (overflow) drainage for compliance with the current edition of the State Plumbing Code.
  3. Existing and proposed roof system R-Value for compliance with the current edition of the State Energy Conservation Code.

ROOFING, WATERPROOFING AND BUILDING ENVELOPE ENGINEERS AND CONSULTANTS

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

AN EMPLOYEE-OWNED COMPANY

4. Estimate existing and proposed roof system dead load unit weights to determine load change and the need for a structural analysis. If a structural analysis is required, REI will coordinate applicable work with a licensed Structural Engineer. The cost for the structural analysis (if necessary) is not included in this proposal. **Note: The dead load is actually expected to be reduced due to the anticipated installation of a mechanically attached roof system in lieu of the current heavier ballasted system.**
- E. Prepare comprehensive scaled drawings for conditions present to ensure competitive bids are received. All plans and details to be developed on Computer Aided Drafting (AutoCAD).
- F. Prepare technical specifications of the removal or other preparation of the existing roofing system(s) and installation of insulation, roof system(s) and sheet metal for the building.
- G. Issue preliminary Contract Documents for Owner and DPI review. Upon acceptance, final Contract Documents will be prepared and submitted.
- H. Provide advertisement for bids to Owner for use in advertising in accordance with applicable laws.
- I. Hold one Pre-Bid Meeting for potential contractors to review the Contract Documents and resolve any questions that may arise during the bid stage of the project.
- J. Provide addenda as required during the bidding phase.
- K. Analyze bids received and provide a recommendation made based on low bid, alternates, contractor's past performance and Owner's budget restrictions. Submit a certified Bid Tabulation and recommendation for award.

## II. CONSTRUCTION ADMINISTRATION (CA)

- A. Complete Owner's recommended Form of Agreement between Owner and Roofing Contractor and submit to Owner and Contractor for acceptance.
- B. Issue "Notice to Proceed" with Date of Commencement and construction period established.
- C. Review and accept, as appropriate, shop drawings and submittals as required by the Contract Documents. Return unacceptable submittals to Contractor as required until compliance with specifications is realized.
- D. According to the tentative bid acceptance, a pre-construction meeting will be held with the successful contractor to ensure a clear understanding of the plans and specifications and review the proposed materials list.
- E. Monitor the construction once every five (5) working days, Monday through Friday only, to verify work completed from previous site visit and to observe work in progress. Photographs will be taken as deemed necessary for documentation. REI cannot comment on work that takes place and is covered while REI is not onsite.



- F. Prepare and submit reports relaying information pertaining to weather, area worked, application methods, and material types installed during the site visit.
- G. Certify Contractor's monthly invoicing based on status of work performed as determined from project site visits.
- H. Route any change orders developed to address changes to the contract requirements.
- I. Upon notification by the contractor that the job is substantially complete, a pre-final inspection will be conducted with REI and contractor personnel. A punch list will be prepared to list any items that require further treatment.
- J. Upon notification by the contractor that the job is fully complete, a final inspection will be conducted with REI, contractor and Owner personnel. If required, a punch list will be prepared to list any minor items that require further treatment.
- K. Upon completion of work, verify compliance of warranties and forward to Owner with close-out documents and final billing.
- L. Conduct a two-year Contractor Warranty Inspection before the warranty expires to address warranty issues with the Contractor and Manufacturer.

**III. PROPOSED SCOPE OF CONSTRUCTION WORK**

- A. Areas D1-D3 and E1-E4:
  - 1. Remove existing roof system down to the existing steel deck.
  - 2. Resecure steel deck to steel framing.
  - 3. Provide two layers loose laid 1.5" polyisocyanurate insulation layers.
  - 4. Provide tapered polyisocyanurate insulation crickets between roof drains.
  - 5. Provide 1/4" gypsum overlayment mechanically attached to steel deck through all layers of insulation.
  - 6. Provide mechanically attached PVC roof membrane along with flashings and accessories.
  - 7. Provide new prefinished sheet metal flashings and trim.
  - 8. Provide a 20-year manufacturer's warranty and 2-year Contractor's warranty.
- B. Areas D1 (Old Belk) Entrance:
  - 1. Wall repairs will be investigated, identified, and specified in the design phase and the work will be included in the Base Bid.

**IV. CONSTRUCTION COSTS AND FEES**

- A. Based on the anticipated scope of work for this project, the opinion of probable construction costs and proposed engineering fees are:

Reroof Areas D1-D3 and E1-E4 (approx. 153,220 SF).....	\$1,225,760.00
Repairs on Area D1 (Old Belk) Entrance .....	\$25,000.00
Contingency Allowance.....	<u>\$30,000.00</u>
Subtotal .....	\$1,280,760.00



**Engineering Fees:**

Contract Documents (CD)*.....	\$60,840.00
Construction Administration (CA)** .....	<u>\$38,420.00</u>
Subtotal.....	<u>\$99,260.00</u>

**V. PROJECT SCHEDULE**

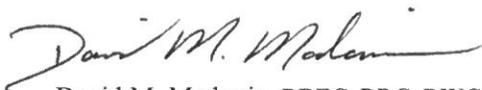
- A. Preliminary Contract Documents shall be completed within sixty (60) days of Notice to Proceed. Final Contract Documents shall be completed and sealed within seven (7) days of receipt of comments.
  
- B. Construction Administration shall be performed during the estimated construction duration and the project closeout process. This construction duration is expected to take ninety (90) calendar days.

If this proposal/Task Order meets with your approval, please sign the attached agreement and return to us. This proposal will remain firm for a period of thirty (30) days. After that time, we reserve the right to review scheduled commitments and prices.

If you have any questions regarding this matter, please do not hesitate to call.

Respectfully submitted,

*REI Engineers*



David M. Madonia, RBEC, RRC, RWC, REWC, RRO, CCS, CCCA, LEED AP  
Executive Vice President / Branch Manager

Enc: Terms and Conditions to Agreement for Engineering and Consulting Services  
Agreement for Engineering and Consulting Services  
Drawing A - Roof Plan



# TERMS AND CONDITIONS TO AGREEMENT FOR ENGINEERING AND CONSULTING SERVICES

## ARTICLE 1. SERVICES: REI WILL:

1.1 Act for CLIENT in a professional manner, using that degree of care and skill ordinarily exercised by and consistent with the standards of care of comparative industry practicing in the same or similar to THE PROJECT.

1.2 Provide only those services that, in the opinion of REI, lie within the technical or professional areas of expertise of REI and which REI is adequately staffed and equipped to perform.

1.3 Perform all technical services under the general direction of a Registered Professional Engineer and in substantial accordance with the basic requirements of the appropriate Standards of The American Society for Testing and Materials, where applicable, or other standards designated by CLIENT.

1.4 Ownership of Instruments of Service: All reports, plans, specifications, field data and notes and other documents, including all documents on electronic media, prepared by REI as instruments of service shall remain the property of REI. REI will distribute reports only to those persons, organizations or agencies specifically designated in writing by CLIENT or his authorized representatives; or as required by law.

1.5 Retain samples for a period of 30 days following submission of the report, unless requested otherwise, after which samples will be discarded.

1.6 Retain all pertinent records relating to the services performed for a period of three years following submission of the report, during which period the records will be made available to CLIENT at all reasonable times.

## ARTICLE 2. CLIENT'S RESPONSIBILITIES: CLIENT or his authorized representative will:

2.1 Provide REI with a written scope of work clearly itemizing REI's duties in connection with THE PROJECT.

2.2 REI shall indicate to the Client the information needed for rendering of services hereunder. The Client shall provide to REI such information as is available to the Client and the Client's consultants and contractors, and REI shall be entitled to rely upon the accuracy and completeness thereof. The Client recognizes that it is impossible for REI to assure the accuracy, completeness and sufficiency of such information, either because it is impossible to verify, or because of errors or omissions which may have occurred in assembling the information the Client is providing. Accordingly, the Client agrees, to the fullest extent permitted by law, to indemnify and hold REI and REI's sub-consultants harmless from any claim, liability or cost (including reasonable attorney's fees and costs of defense) for injury or loss arising or allegedly arising from errors, omissions or inaccuracies in documents, or other information provided by the Client to REI.

2.3 Furnish right of entry onto THE PROJECT site for REI to make the necessary field studies. REI will endeavor to minimize damage to the land but makes no guarantee to restore the site to its original condition unless a separate agreement is made for such restoration, in which case REI shall add the cost of restoration to the fee for THE PROJECT.

2.4 Designate in writing those persons, organizations, or agencies to be contacted in the event conditions are revealed during the execution of REI's study that would require possible alteration of the study or would potentially influence design that is proceeding in parallel with the study.

## ARTICLE 3. GENERAL CONDITIONS:

3.1 REI, by the performance of services covered hereunder, does not in any way assume, abridge or abrogate any of those duties, responsibilities or authorities with regard to THE PROJECT customarily vested in THE PROJECT architects, design engineers, or any other design agencies or authorities.

3.2 REI shall not be responsible for acts of omissions of any party or parties involved in the design of THE PROJECT or the failure of any contractor or subcontractor to construct any item on THE PROJECT in accordance with recommendations contained in any correspondence or verbal recommendations issued by REI.

3.3 This Agreement may be terminated by either party on receipt of written notice or by mutual agreement. If this Agreement is terminated by either party, REI shall be paid in full for all services performed through the termination date, and the CLIENT shall be provided with a complete report of the results of tests and analysis conducted prior to termination.

3.4 Neither CLIENT nor REI may delegate, assign sublet or transfer his duties or interest in the Agreement without the written consent of the other party.

3.5 REI makes no warranty, either expressed or implied, as to the findings, recommendations, plans, specifications, or professional advice. REI has endeavored to perform the services pursuant to generally accepted standards of practice in effect at the time of performance.

3.6 When REI does not prepare the Contract Documents for the project, the Client waives all claims against REI arising from or in any way connected with errors, omissions, conflicts or ambiguities in the Contract Documents prepared by others. In addition, the Client agrees, to the fullest extent permitted by law, to indemnify and hold REI harmless from any damage, liability or cost, including reasonable attorneys' fees and defense costs, arising from any errors or omissions contained in the plans, specifications or other Contract Documents prepared by others, except for the sole negligence or willful misconduct of REI.

3.7 REI will not be responsible for and will not have control or charge of specific means methods, techniques, sequences or procedures of construction or other field activities selected by any agent or agreement of Client, or safety precautions and programs incident thereto.

## ARTICLE 4. INSURANCE:

4.1 REI shall secure and maintain throughout the full period of this Agreement sufficient insurance to protect it adequately from claims under applicable Workmen's Compensation Acts and from claims for bodily injury, death or property damage as may arise from the performance of services under this Agreement. REI will, upon request, file certification of such insurance coverage with CLIENT or his authorized representative.

4.2 No insurance of whatever kind or type, which may be carried by REI, is to be considered as in any way limiting the contractor's or subcontractor's responsibility for damages resulting from his operations or for furnishing work and materials to THE PROJECT. CLIENT agrees, therefore, to include, or cause to be included in THE PROJECT'S construction contract, such requirements for insurance coverage and performance bonds to be secured and maintained by THE PROJECT contractor as CLIENT deems adequate to indemnify CLIENT, REI, and other concerned parties, against claims for damages and to insure compliance of work performance and materials with PROJECT requirements.

## ARTICLE 5. LIMITATIONS OF LIABILITY:

5.1 To the maximum extent permitted by law, the Client agrees to limit REI's liability for the Client's damages to the sum of \$10,000.00 or REI's fee, whichever is less. This limitation shall apply regardless of the cause of action or legal theory pled or asserted.

## ARTICLE 6. PAYMENT:

6.1 CLIENT will pay REI for services and expenses in accordance with the attached fee schedule. REI's invoices will be presented at the completion of its work or monthly and will be paid within thirty (30) days of receipt by the CLIENT or his authorized representative.

6.2 Accounts beyond 30 days will be considered delinquent and shall be subject to service charge at a rate of 1.5% per month of delinquent amount.

6.3 REI shall be paid in full for all services under the Agreement, including any overruns of CLIENT'S contract or any unforeseen need for REI's services exceeding original contract requirements. Payment for such services shall be made irrespective of any claim by CLIENT for compensation for additional work conducted. Any such claim shall in no respect delay payment of fees for services performed by REI.

## ARTICLE 7. EXTENT OF AGREEMENT:

The Agreement, including these terms and conditions, represents the entire agreement between CLIENT and REI and supersedes all prior negotiations, representations or agreements, written or oral. The agreement may be amended only by written instrument signed by CLIENT and REI.

## ARTICLE 8. MEDIATION:

8.1 In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the Client and REI agree that all disputes between them arising out of or relating to this Agreement shall be submitted to nonbinding mediation unless the parties mutually agree otherwise. The Client and REI further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with subcontractors, subconsultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.

## ARTICLE 9. CERTIFICATE OF MERIT:

The client shall make no claim for professional negligence, either directly or by way of a cross complaint against the Consultant unless the Client has first provided the Consultant with a written certification executed by an independent consultant currently practicing in the same discipline as the Consultant and licensed in the State where the work was performed. This certification shall: a) contain the name and license of the certifier; b) specify the acts or omissions that the certifier contends are not in conformance with the standard of care for a consultant performing professional services under similar circumstances; and c) state in detail the basis for the certifier's opinion that such acts or omissions do not conform to the standard of care. This certificate shall be provided to the Consultant not less than thirty (30) days prior to the presentation of any claim or the institution of any arbitration, mediation or judicial proceeding. This Certificate of Merit clause will take precedence over any existing state law in force at the time of the claim or demand for arbitration.

## ARTICLE 10. BIOLOGICAL GROWTH:

Owner releases REI from any and all claims Owner and Owner's employees, tenants or any other building occupants may have as a result of biological growth and agrees to defend, indemnify and hold REI harmless from any and all penalties, actions, liabilities, costs, expenses and damages arising from or relating to the presence of mold in Owner's Building.



**TASK ORDER AGREEMENT FOR ENGINEERING AND CONSULTING SERVICES**

THIS AGREEMENT is by and between ADW Architects, Suite 270, 101 W. Worthington Ave, Charlotte, North Carolina 28203 hereinafter called **CLIENT** and REI Engineers, 1927 JN Pease Pl., Suite 201, Charlotte, NC 28262 hereinafter called **REI**, who agree as follows:

1. **DECLARATIONS.** CLIENT desires to engage REI to provide Engineering and related technical services and other services in connection with CLIENT'S project. ("THE PROJECT") described as follows:

Proposal for Engineering Services for Rowan County West End Plaza Phase II Roof Replacement

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2. **SCOPE OF WORK.** REI shall provide Engineering and related technical services for THE PROJECT in accordance with the accompanying proposal.

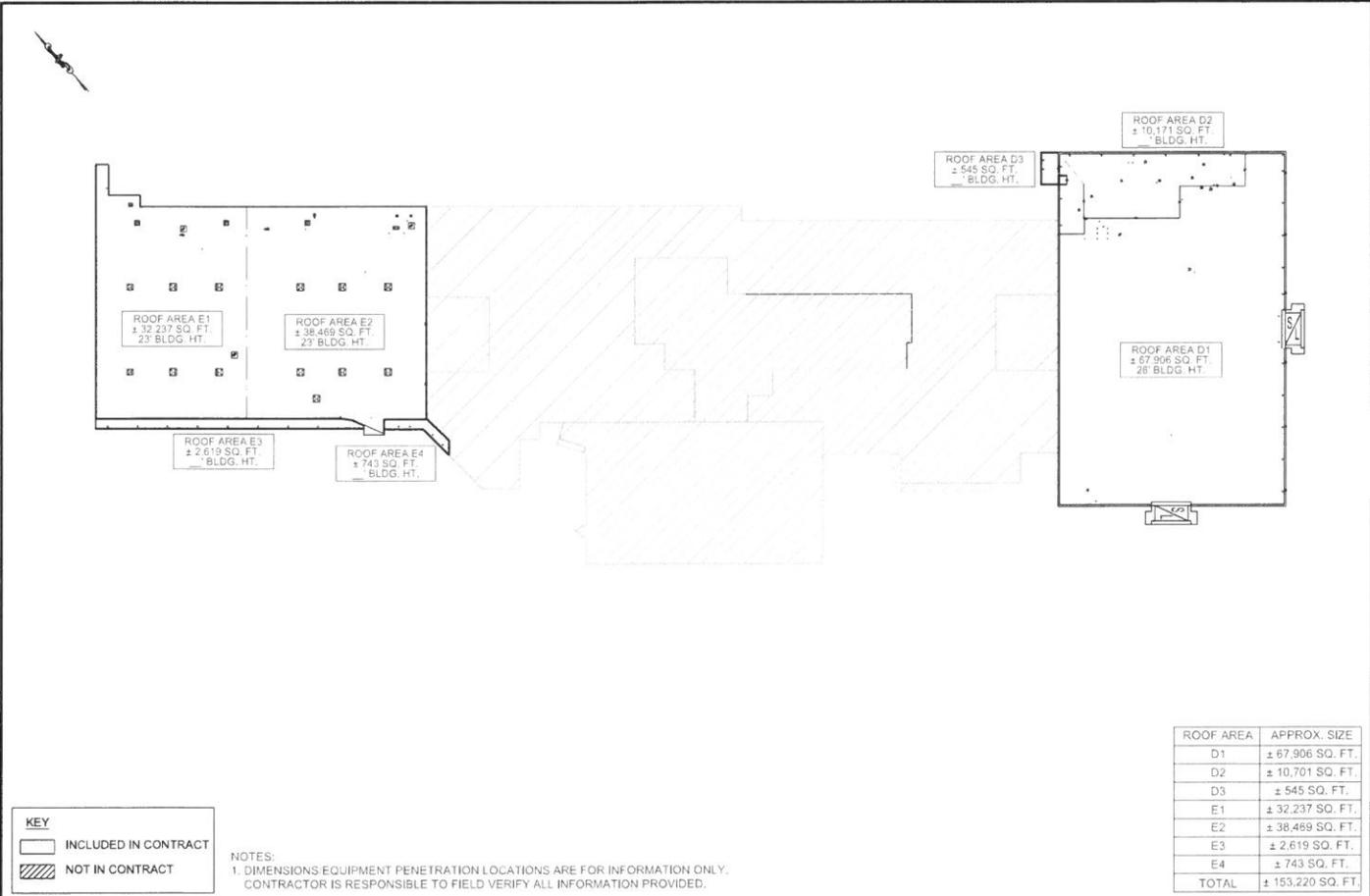
See REI Proposal No. P16CLT-136 dated May 25, 2016.

If this agreement is not returned subsequent to a verbal approval or the receipt of your purchase order within 10 days, we will assume that the agreement has been accepted and is in force unless REI is otherwise notified in writing.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_. By \_\_\_\_\_  
CLIENT:

Executed this 25th day of August, 20 16. By *David M. Madonia*  
David Madonia  
Executive Vice President/Branch Manager





**KEY**

	INCLUDED IN CONTRACT
	NOT IN CONTRACT

NOTES:  
 1. DIMENSIONS/EQUIPMENT PENETRATION LOCATIONS ARE FOR INFORMATION ONLY.  
 CONTRACTOR IS RESPONSIBLE TO FIELD VERIFY ALL INFORMATION PROVIDED.

ROOF AREA	APPROX. SIZE
D1	± 67,906 SQ. FT.
D2	± 10,701 SQ. FT.
D3	± 545 SQ. FT.
E1	± 32,237 SQ. FT.
E2	± 38,469 SQ. FT.
E3	± 2,619 SQ. FT.
E4	± 743 SQ. FT.
<b>TOTAL</b>	<b>± 153,220 SQ. FT.</b>

DATE: LBB  
 SCALE: 1" = 90'  
 REFERENCE NO: P16CLT-136  
 SHEET: A  
 ROOFING, WATERPROOFING AND BUILDING ENVELOPE ENGINEERS AND CONSULTANTS  
 www.enr-engineers.com  
 AN EMPLOYEE-OWNED COMPANY  
 1027 J.N. PLEASANCE, SUITE 201, CHARLOTTE, NC 28262



SITE PLAN  
 XXXXX  
 WEST END PLAZA  
 PHASE II - ROOF REPLACEMENT

REVISIONS

NO.	DATE
1	
2	
3	
4	

DATE: XX-XX-XXXX