

STATE OF NORTH CAROLINA

AMENDMENT

COUNTY OF UNION

This Amendment, made and entered into as of July 30, 2024, by and between UNION COUNTY, a political subdivision of the State of North Carolina, hereinafter referred to as the “Owner,” and WALTER ROBBS ARCHITECTS, A MICHAEL GRAVES COMPANY, a North Carolina corporation, hereinafter referred to as the “Architect,” shall modify as indicated that agreement between Owner and Walter, Robbs, Callahan & Pierce Architects, P.A. (the “Predecessor Architect”) dated September 20, 2017, as modified by amendment dated December 23, 2019, hereinafter collectively referred to as the “Agreement.”

W I T N E S S E T H:

WHEREAS, Owner and the Predecessor Architect entered into the Agreement for the Historic Union County Courthouse Restoration and Renovation (the “Project”); and

WHEREAS, the Agreement contemplated multiple phases of the Project, the first two of which—Phases IA and IB—were authorized to begin upon execution of the Agreement; and

WHEREAS, the Agreement described Phases II and III of the Project, but stated that the work for those phases would only occur if directed by the Owner in writing; and

WHEREAS, the Predecessor Architect satisfactorily performed the work related to Phases IA and IB of the Project; and

WHEREAS, the Owner now desires to proceed with Phase II; and

WHEREAS, since the initial execution of the Agreement, the Predecessor Architect was acquired by Michael Graves; and

WHEREAS, the Architect is now willing to assume the Agreement and to provide the services as described in the Agreement for Phase II, as further described and modified in this Amendment.

NOW, THEREFORE, in consideration of the parties’ continuing obligations under the Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto do each contract and agree with the other as follows:

1. The Architect agrees to assume the Predecessor Architect’s rights, interests, and obligations in, to, and set forth in the Agreement, and agrees to perform and discharge, as and when due, all of the obligations of the Predecessor Architect arising under the Agreement from and after the date hereof. All references to the “Architect” or “Walter, Robbs, Callahan & Pierce Architects, P.A.” in the Agreement shall now be deemed to mean Walter Robbs Architects, a Michael Graves Company.

2. The Owner hereby directs the Architect to proceed with Phase II of the Project as described in the Agreement and this Amendment. The Owner shall pay the Architect for Phase II services as further set forth in this Amendment. The scope of Phase II is further detailed in the attached Proposal letter from SKA Consulting Engineers, Inc. (“SKA”) dated May 1, 2024, and the Proposal letter from Midwest Maintenance, Inc. (“MMI”) dated April 11, 2024 (hereinafter collectively referred to as the “Proposal”), which Proposal is incorporated herein by reference. SKA and MMI shall be subconsultants of the Architect, and it shall be Architect’s sole responsibility to ensure they are paid pursuant to the Architect’s agreements with each. The Owner shall have no direct contractual relationship with SKA or MMI and the Owner shall therefore have no responsibilities or obligations as to SKA or MMI, and no terms and conditions contained in the Proposal shall apply to Owner or to the Agreement.
3. Modify the Project Budget subsection of Section 1.1 of the Agreement such that the preliminary budget for Phase II is now \$1,147,000. In addition, delete the sentence which reads, “Phase IB, the Building Usage Report, will significantly impact the scope of Phase III, potentially increasing the budget by \$1.2 million.
4. In Section 2.5.b.viii of the Agreement, as modified in Section 4 of the Addendum to Architect Agreement, delete the contact information for the Certificate Holder and replace it with the following:

Union County
Attention: Risk Manager
500 N. Main Street
Monroe, NC 28112

5. Modify the table of Additional Services in Section 4.1 of the Agreement such that for Phase II, the following items are not listed as the Architect’s responsibility, but are rather “Not provided” under the Agreement:

§ 4.1.7: Civil engineering;
§ 4.1.8: Landscape design;
§ 4.1.18: Tenant-related services;
§ 4.1.21: Security Evaluation and Planning (B206TM – 2007);
§ 4.1.24: LEED[®] Certification (B214TM – 2012);
§ 4.1.27: Furniture, Furnishings, and Equipment Design (B253TM – 2007); and
§ 4.1.28: Renderings

6. In Section 4.2 of the Agreement, delete all items listed after the first sentence, such that for Phase II, Section 4.2 shall now read: “Insert a description of each Additional Service designated in Section 4.1 as the Architect’s responsibility, if not further described in an exhibit attached to this document.”
7. Modify Section 4.3.3 of the Agreement as follows:

§ 4.3.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 (2) reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor
- .2 (20) visits to the site by the Architect over the duration of the Project during construction
- .3 (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 (2) inspections for any portion of the Work to determine final completion

8. Modify Section 11.1 of the Agreement regarding the Architect’s compensation as follows:

Phase II: ~~\$62,572~~ \$199,270
 Phase III: ~~\$325,000—\$500,000~~ To be determined at a later date and agreed upon through amendment to this Agreement.

9. For Phase II of the Project, delete Section 11.5 of the Agreement and replace it with the following:

§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows within Phase II:

Schematic Design Phase	Twenty percent (20%)
Design Development Phase	Twenty percent (20%)
Construction Documents Phase	Thirty percent (30%)
Bidding or Negotiation Phase	Five percent (5%)
Construction Phase	Twenty-Five percent (25%)
 Total Basic Compensation	 One Hundred percent (100%)

10. In Section 11.7 of the Agreement, delete the hourly rates listed and replace them with the following:

Principal Architect	\$260/hour
Principal Engineer Level 4	\$257/hour
Principal Engineer Level 3	\$241/hour
Principal Engineer Level 2	\$227/hour
Principal Engineer Level 1	\$214/hour

Senior Engineer Level 3	\$207/hour
Senior Engineer Level 2	\$195/hour
Senior Engineer Level 1	\$188/hour
Senior Project Engineer Level 3	\$184/hour
Senior Project Engineer Level 2	\$175/hour
Senior Project Engineer Level 1	\$164/hour
Project Engineer Level 2	\$157/hour
Project Engineer Level 1	\$149/hour

11. Delete Section 12.2.2 of the Agreement in its entirety and replace it with the following:

§ 12.2.2 Notwithstanding anything herein to the contrary, the total amount expended pursuant to this Agreement (including any services provided for under this Agreement which were rendered and paid prior to the date of this Agreement) shall not exceed Eight Hundred Eighty-Eight Thousand Six Hundred Eighteen Dollars (\$888,618) without written amendment hereto. Within the aforementioned total not-to-exceed amount, amounts expended within each phase of the Project and for Reimbursable Expenses shall not exceed the following amounts without written amendment hereto: Ninety-Three Thousand Three Hundred Forty-Eight Dollars (\$93,348) for Phase IA; Twenty-Nine Thousand Three Hundred Dollars (\$29,300) for Phase IB; One Hundred Ninety-Nine Thousand Two Hundred Seventy Dollars (\$199,270) for Phase II; Five Hundred Three Thousand Eight Hundred Dollars (\$503,800) for Phase III; and Sixty-Two Thousand Nine Hundred Dollars (\$62,900) for Reimbursable Expenses under Section 11.8. The amount specifically expended on Reimbursable Expenses under Section 11.8 for Phase IA shall not exceed Four Thousand One Hundred Fifty-Two Dollars (\$4,152).

12. Delete the “Phase II – Building Envelope Restoration AE Team Fee Proposal” and “Phase III – Interior Renovation for New Use AE Team Fee Proposal” documents which are currently attached to the Agreement.
13. Delete the “Phase II – Preliminary Cost Estimate” document which is currently attached to the Agreement.
14. Except as herein amended, the terms and provisions of the Agreement shall remain in full force and effect.
15. Each signatory below warrants that it has the corporate or other organizational power and authority to execute, deliver and perform this Amendment. Each signatory further warrants that the execution, delivery and performance by it of this Amendment and the Agreement has been duly authorized and approved by all requisite action of the party’s management and appropriate governing body.

IN WITNESS WHEREOF, the parties hereto, acting under authority of their respective governing bodies, have hereunto set their hands and seals and have caused this Amendment to be duly executed, this the day and year first above written.

UNION COUNTY

By: _____ (SEAL)
Brian W. Matthews, County Manager

WALTER ROBBS ARCHITECTS, A MICHAEL GRAVES COMPANY

By: Matthew D. Messick (SEAL)
Matthew D. Messick, AIA
Principal/Vice President

Approved as to Legal Form CAM

This instrument has been preaudited in the manner required by The Local Government Budget and Fiscal Control Act.

Deputy Finance Officer



07/30/2024

April 3, 2024 (Revised July 30, 2024)

Michael Graves & Associates
530 North Trade Street Suite 301
Winston-Salem, North Carolina 27101

Attention: Mr. Matt Messick, AIA, LEED AP BD+C | Principal/Vice President
Email mmessick@michaelgraves.com

Reference: Proposal for Phase 2 Structural and Building Envelope Repairs.
Union County Courthouse – Monroe, North Carolina
SKA Proposal No. 2024-012-086

Dear Mr. Messick:

SKA Consulting Engineers, Inc. (SKA) is pleased to provide this proposal to Michael Graves & Associates (Client) to assist with the design, provide bidding assistance and construction consultation services for structural and building envelope repairs at the referenced facility. This proposal contains Background Information, our Proposed Scope of Services, Proposed Compensation, and Limitations of Service.

Background Information

Tim Cook and Brian Cuthbertson of SKA met with Matt Messick of Micheal Graves (Client) and Gordon Vincent of Union County, onsite on March 19, 2024, to review the scope of the project.

This project is Phase 2 of the Union County Courthouse repairs and restoration which generally includes structural repairs of the low slope roof, isolated structural repairs of floors, low slope roof replacement, restoration of the windows and doors, below grade waterproofing, foundation drainage, and repair of areas of brick masonry. See attached scope of work and meeting minutes provided by Matt Messick.

Recently, SKA was informed that Union County's budget requires a reduction in engineering costs to proceed with the project. SKA met with the Client to discuss a reduction of SKA's scope of work in order to facilitate a reduction in engineering fees. This revised proposal modifies our scope of work and fees based on our meeting with the Client

Scope of SKA's portion of the Remediation Work

The scope of SKA's portion of the remediation work is understood to include the following:

1. Assessment and design of structural repairs to the existing steel beams and strengthening of the low roof and floors including:
 - a. Securement of low roofs to perimeter walls



- b. Replacement of deteriorated low roof outriggers
 - c. Securement of bearing assemblies on supporting steel attic beams
 - d. Supplement existing framing supporting roof top mechanical equipment.
 - e. Please note that if another design is recommended/required based on our structural site assessment, these services will be provided as additional services.
2. Assessment and design for the replacement of the low slope roof areas on the north and south wings.
 3. Assessment and design for the replacement of the low slope metal roofs and steep slope slate over the entrances on the east and west elevations.
 4. Assessment and design for the replacement of the below grade waterproofing and foundation drains around the perimeter of the building.
 5. Coordination of the location and video inspection of the existing below grade stormwater piping by a sub consultant engaged by the owner.

SKA is assuming that the Client will perform the following:

1. Window and door restoration.
2. Perimeter landscaping and hardscaping.
3. Interior renovations.
4. Wood trim replacement/restoration.
5. Exterior architectural features, outriggers etc.
6. Iron railing restoration.
7. Exterior painting
8. Exterior cleaning
9. Other items not listed in our scope of work above

Proposed Scope of Services

SKA proposes to perform the basic services of design and bidding assistance services as follows:

A. Fieldwork and Assessment

Low Slope Roofs

1. Review original construction drawings and subsequent addition or modification drawings as provided by the Client.
2. Review verbal information provided by the Client.
3. Visit the site to:
 - a. Obtain field measurements for reroofing quantities and to identify the roof elevation to aid in analyzing applicable wind design loads.



- b. Identify roof penetration types and quantities.
 - c. Identify dimensions of roof drainage features to determine the suitability for conformance to drainage requirements. Compare current storm drainage requirements with existing to determine if existing system is adequately sized.
 - d. With the assistance of a roofing contractor engaged by the owner, observe up to 4 test cuts (12-inch by 12-inch) at penetrations or other unusual conditions to identify existing construction. Sample of the roof system will be obtained and sent to a lab for asbestos testing.
 - e. Obtain photographs to assist with preparation of Construction Contract Documents.
4. Coordinate with a sub-contractor engaged by the owner, to survey below grade storm water pipe locations and perform video inspections. Review results of the survey and inspection provided by the sub-contractor.

Below Grade Waterproofing

5. Perform shallow excavations of the below grade waterproofing to identify type and condition.
6. Review and evaluate the existing exterior sump pump system (ALTERNATE SCOPE ITEM)

Structural Review

1. Perform an updated structural assessment to verify conditions in the low roofs and attics.

B. Roofing and Waterproofing Replacement Design, Structural Design and Construction Documents

1. Utilize data from fieldwork and evaluation to develop roof replacement design on the north and south wing, and east and west entrance roofs to meet and/or exceed design wind loads and promote effective drainage of the new roof system.
2. Utilize data from fieldwork and evaluation to develop a waterproofing replacement design, including membrane and foundation drainage. The foundation drainage design assumes that the new foundation drain piping can be tied into the existing foundation drain piping and/or sump system.
3. Design of a new exterior sump pump and pump backup system with alarm for the foundation drain. This design assumes that the pumps can be tied into the existing storm drainage system. (ALTERNATE SCOPE ITEM)



4. Based on structural assessment, design repairs to meet current Code parameters with regard to maintaining “fabric” of original construction unless specifically directed at additional cost. Work only includes those items listed in this proposal
5. Develop and provide written technical specifications and detailed drawings for use in obtaining bids and for use in subsequent construction. No administrative specifications will be included. Drawings will include a roof plan, primary flashing details, transitional details, typical details, and other miscellaneous partial elevations or plans necessary to fully convey the scope of work.
6. Design new structural repairs, including technical specifications and drawings, to include the following
 - a. Securement of low roofs to perimeter walls
 - b. Replacement of deteriorated low roof outriggers
 - c. Securement of bearing assemblies on supporting steel attic beams
 - d. Supplement existing framing supporting roof top mechanical equipment.
7. Submit Design Documents (Drawings and Technical Specifications) to the Client for review and comment.
8. Incorporate review comments into a set of bid documents including drawings and technical specifications.
9. Provide the Client and prospective Bidders with electronic (.pdf) access to the Bid Documents.
10. Replacement of the existing below grade stormwater system is not included in this design. If the results of the assessment dictate that the existing system is in need of replacement, SKA would recommend that a Civil Engineer be engaged to provide the design of a new below grade storm water system.

C. Bidding Assistance

1. Attend the pre-bid meeting to answer technical questions.
2. Respond to technical questions as communicated to SKA by the Client for Addenda compiled and issued by the Client.
3. Participate in a virtual meeting with the Client to discuss received bids.

D. Construction Consultation

1. Attend the pre-construction meeting to conduct the technical portion of the meeting.
2. Review technical submittals and shop drawings.



3. Provide a representative to perform 12 site visits (3 structural and 9 roofing/waterproofing) to be scheduled by the Client to coincide with times of critical work. The purpose of our site visits will be to review the contractor’s work for conformance to the Construction Documents, to participate in field mockups, and to resolve various field/construction issues. Observations are limited to visible portions of the work and will not include observation of all work. Site visits are anticipated to be performed during an anticipated 12-week construction schedule. If construction activities warrant additional onsite involvement, our time onsite and associated fees can be modified to correspond with the work in progress.
4. Submit field reports after each site visit, with representative photographs summarizing our observations.
5. Attend progress meetings that coincide with site visits. Review and comment on meeting minutes prepared by others.
6. Perform a substantial completion inspection, a final completion inspection and submit a list of punch list items.
7. Review the Contractor’s Closeout Documents, including Record Drawings.

Proposed Compensation

Engineering Tasks A, B, and C: SKA will provide the proposed scope of services for the Scope of Services Items A & B and C above for a lump sum fee of \$93,300 as broken down in Table 1 below. This proposal assumes one design period and one bid period. See limitations for information about additional services, if needed.

Description	Lump Sum Fee Breakdown
Field Work (structural)	\$5,800
Field Work (roofing/waterproofing)	\$7,000
Bidding Assistance (Pre-Bid Meeting and Addendums)	\$3,500
Design (Structural)	\$28,000
Design (Roofing/Waterproofing)	\$49,000
Design (Sump Pump) - ALTERNATE SCOPE	\$7,000
Total Lump Sum Fee	\$ 100,300

Engineering Task D

SKA will provide the proposed scope of services for Scope of Service Item D for a fee equal to the sum of SKA employees’ time expended in providing the services multiplied by the billing rates plus reimbursable expenses, as outlined in the Contract for an NTE fee of \$29,000. This NTE amount is based on estimated construction duration of 12 weeks with one pre-construction meeting, 12 scheduled site visits, one substantial completion visit and one final visit. Invoices will be submitted monthly.



Additional meetings, bid periods, resolution of unforeseen conditions, site visits, consultation or work associated with requests outside the scope of work outlined herein will be billed as additional fees to the NTE amount. See limitations for information about additional services, if needed.

Limitations, Clarifications and Exclusions

1. All services provided by SKA are subject to SKA's General Conditions of Service (attached). If there is a conflict between SKA's General Conditions of Service and any other part of the Agreement, the provisions of SKA's General Conditions of Service shall take precedence.
2. The lump sum fee for design and bidding services includes one design period to occur within the 2024 calendar year and assumes one day for exploratory excavations and patching. The hourly, not to exceed fees associated with construction consultation services assumes one single-phase, 12-week construction period, with a limited number of site visits and consultation time. Value engineering, additional time associated with delays or additional required field time, inclusion of alternative scopes of work, phasing, additional work required by subconsultants/subcontractors or redesign caused by additional or changing requirements, will be billed on an hourly basis consistent with Contract billing rates.
3. It is important to note that not all portions of the structures and associated components will be accessible or visible during site visits. Conditions that were not visible or were not obvious during the performance of site visits could exist that would alter SKA design.
4. Above fees assume that the roof storm drainage system exiting the exterior walls meets building code requirements. This proposal does not include design or augmentation of the storm drainage system components. If conditions are identified that require design or the Client desires to have additional items included, the Client will be consulted, and an additional fee will be negotiated on an hourly basis consistent with rates established in the Contract.
5. Fees for services requested outside the scope of this proposal shall be compensated hourly based on SKA employees' hours expended multiplied by their respective standard billing rates plus reimbursable expenses. SKA will not perform any additional services without a written request/approval from the Client.
6. If required, A qualified contractor will remove finishes and other materials for SKA to perform observations. The qualified contractor will be responsible for repairing all exploratory openings, making them watertight, and reinstalling all removed components in a manner that is agreeable to the Client. SKA will not select or approve finish colors, textures, or other aesthetic aspects of repair of exploratory openings or reinstallation of removed components. All qualified contractors will be retained and compensated by others.
7. No services are included for any other components except as noted.



8. If additional services such as site visits, site meetings, design of repair alternatives, etc. are required, SKA will provide a proposal for additional services for the Client's approval prior to proceeding.
9. Subconsultant and subcontractor fees are not included in this proposal. SKA recommends that the owner contract directly with the contractors and or sub consultants.
10. SKA is not qualified to perform any services necessary to identify, evaluate, handle, or abate hazardous materials, including, but not limited to silica, lead, and asbestos. Third-party contractors retained by the Client to perform excavations or otherwise disturb components are responsible for adhering to all laws and regulations with regards to necessary testing (if any) and provisions for handling and containment of disturbed materials. SKA disclaims all liability related to or arising out of claims related to or arising out of hazardous materials, or any action taken or not taken by any party with respect to mold or hazardous materials. By executing this Agreement, the Client, for itself and all associated persons and entities, releases SKA and its agents, employees, officers, and insurers from any and all claims, or liability of any type in any way related to or associated with mold or hazardous materials SKA recommends that an environmental firm be consulted by the Client for matters concerning hazardous materials, including requirements for disturbing components during assessments and necessary testing for remediation projects.
11. SKA is not qualified to perform any services necessary to identify or evaluate the existence or presence of micro-organisms or myco-toxins including, but not limited to, mold, mold spores or substances commonly referred to as mildew (all referred to collectively hereafter as "mold"). SKA disclaims all liability related to or arising out of claims related to or arising out of mold or any action taken or not taken by any party with respect to mold. By executing this Agreement, the Council, for itself and all associated persons and entities, releases SKA and its agents, employees, officers, and insurers from any and all claims, or liability of any type in any way related to or associated with mold.
12. SKA is not responsible for any events or conditions beyond our control, such as: unsuitable weather, failure of access equipment, directives from the Owner or Client, changes in the scope of work, etc., that alter, delay, or extend the schedule for the project or proposed services.
13. SKA will not be reviewing or designing civil, site, site improvement, mechanical, electrical, or plumbing components of the Contract Documents. Likewise, SKA is also not reviewing or designing the architectural elements that do not pertain to water management, *i. e.* roofing and waterproofing, etc.
14. SKA is not the construction manager on this project.



SKA appreciates the opportunity to submit this proposal of services. Please let us know if you have any questions regarding this proposal. If this proposal is acceptable, please sign the attached Proposal Authorization and return a complete copy of this proposal to us.

Respectfully submitted,

SKA Consulting Engineers, Inc.

Brian D. Cuthbertson
Senior Technical Specialist 3
Greensboro Building Solutions Group

Timothy E. Cook, PE
Principal Engineer 1
Charlotte Structural Repairs Group

Jeffrey S. Miller, PE
Principal Engineer 4 / Vice President
Building Solutions Director

Attachments: Proposal Authorization (Below)
SKA 2024 Standard Charge and Billing Rates and Reimbursable Expenses Schedules
SKA General Conditions of Service

cc: Brett Adamson, PE – Greensboro Building Solutions Group Manager
Wendy Bruss, PE – Structural Repairs Group Manager
LeAnn Rasmusson – Controller
Tracy Scott – Assistant Controller

Proposal Authorization

The Terms and Conditions of this Agreement (SKA Proposal No. 2024-012-086) and the attached General Conditions of Service are acceptable to Michael Graves & Associates:

Signature: _____ Title: _____

Printed Name: _____ Date: _____

Please return one executed copy of this Agreement to our office. Please note that this agreement is valid only if executed within sixty (60) days after issuance.



2024 STANDARD CHARGE AND BILLING RATES

		<u>Rate per Hour</u>
PRINCIPAL ENGINEER	LEVEL 4	\$ 257.00
PRINCIPAL ENGINEER	LEVEL 3	\$ 241.00
PRINCIPAL ENGINEER	LEVEL 2	\$ 227.00
PRINCIPAL ENGINEER	LEVEL 1	\$ 214.00
SENIOR ENGINEER	LEVEL 3	\$ 207.00
SENIOR ENGINEER	LEVEL 2	\$ 195.00
SENIOR ENGINEER	LEVEL 1	\$ 188.00
SENIOR PROJECT ENGINEER	LEVEL 3	\$ 184.00
SENIOR PROJECT ENGINEER	LEVEL 2	\$ 175.00
SENIOR PROJECT ENGINEER	LEVEL 1	\$ 164.00
PROJECT ENGINEER	LEVEL 2	\$ 157.00
PROJECT ENGINEER	LEVEL 1	\$ 149.00
ENGINEERING INTERN	LEVEL 4	\$ 145.00
ENGINEERING INTERN	LEVEL 3	\$ 133.00
ENGINEERING INTERN	LEVEL 2	\$ 123.00
ENGINEERING INTERN	LEVEL 1	\$ 112.00
SENIOR TECHNICAL SPECIALIST	LEVEL 6	\$ 202.00
SENIOR TECHNICAL SPECIALIST	LEVEL 5	\$ 189.00
SENIOR TECHNICAL SPECIALIST	LEVEL 4	\$ 174.00
SENIOR TECHNICAL SPECIALIST	LEVEL 3	\$ 165.00
SENIOR TECHNICAL SPECIALIST	LEVEL 2	\$ 160.00
SENIOR TECHNICAL SPECIALIST	LEVEL 1	\$ 154.00
TECHNICAL SPECIALIST	LEVEL 2	\$ 150.00
TECHNICAL SPECIALIST	LEVEL 1	\$ 142.00
SENIOR TECHNICIAN	LEVEL 2	\$ 133.00
SENIOR TECHNICIAN	LEVEL 1	\$ 121.00
TECHNICIAN	LEVEL 3	\$ 106.00
TECHNICIAN	LEVEL 2	\$ 92.00
TECHNICIAN	LEVEL 1	\$ 79.00
INFORMATION SYSTEMS SPECIALIST		\$ 150.00
STUDENT / GRADUATE INTERN		\$ 85.00
CLERICAL		\$ 85.00



2024 REIMBURSABLE EXPENSES

Subconsultants and subcontractors	Cost + 10%
Lodging	Cost + 10%
Air travel fees (Airfare, baggage, etc.)	Cost + 10%
Ground travel fees (car rental, taxi, train, etc.)	Cost + 10%
Parking	Cost + 10%
Shipping	Cost + 10%
Purchased or rented equipment / supplies	Cost + 10%
Other fees incurred to perform services	Cost + 10%
Mileage	IRS Rate + 10%
Per Diem	\$ 71.50 per day
Printing (beyond standard quantities)	\$ 25.00 per copy per document

SKA EQUIPMENT / TESTING

Group 1 (\$25): Items including Laser Level Survey (per day), M-Scope Metal Survey (per day), Use of On-Site Small Power Tools (per day), Wood or Concrete Surface Moisture Content Testing (per day), AAMA 501.2 Nozzle Testing (per day), Carbonation Testing (per project), and similar equipment

Group 2 (\$50): Items including Borescope Testing (per day), Calcium Chloride Moisture Tests (each), Powder Extraction from Concrete (each), Manual 2-D Crack Monitors (each), and similar equipment.

Group 3 (\$100): Items including Concrete Relative Humidity Testing (each), Tensile Bond Tests: ASTM D4541, ASTM D7234, ASTM C1583, AABA T0002 (each up to \$500 maximum per day limit of 10 tests in a single day) and similar equipment.

Group 4 (\$250 per day with weekly maximum of \$500): Items including Concrete Resistivity Testing, Concrete Cover Testing, Window/Door Air Testing, Spray Rack Test (ASTM E1105), Blower Door Testing, Infrared Testing, Brick Chamber Test, Electronic Leak Detection (ELD), Masonry Wall Drainage Test (ASTM C1715), Bubble Gun Air Barrier Testing (ASTM E1186 7.8), Smoke Chamber Test (ASTM E1186 7.7), Ultrasonic Testing (for Steel, Coating, & Concrete except Pulse Echo), and similar equipment.

Group 5 (\$500 per day with weekly maximum of \$1,000): Items including Concrete Half-Cell Testing, and similar testing items and equipment.

Group 6 (\$1,000 for single day with weekly maximum of \$4,000): Items including Multi-Array Pulse Echo for Concrete, Ground-Penetrating Radar (GPR), and similar equipment.

Other Testing or Equipment: As Indicated in Proposal



GENERAL CONDITIONS OF SERVICE

These General Conditions of Service are incorporated by reference into the foregoing Letter Proposal from SKA Consulting Engineers, Inc. ("SKA"), and shall be part of the Agreement under which services are to be performed by SKA for Client. The term "Agreement" shall mean the Letter Proposal from SKA, these General Conditions, any Fee Schedule and/or Schedule of Limitations/Exclusions that may be included in or attached to the Letter Proposal, and any other contract documents executed by SKA and Client.

Section 1: Scope of Services. The scope of services shall include all services provided by SKA, in its discretion, which are reasonably necessary and appropriate for the effective and prompt fulfillment of SKA's obligations under the Agreement. It is understood that the scope of services and the schedule, if any, set forth in the Letter Proposal are based on information provided by or on behalf of Client. In performing its scope of services, SKA may rely upon information supplied by or on behalf of Client, the contractors or consultants involved in the project upon which SKA's services are being provided ("the Project"), and information available from generally accepted reputable sources, without independent verification of this information by SKA. If this information is incomplete or inaccurate, or if unexpected conditions are discovered, the scope of services and the schedule and charges for performing the scope of services may change, even as the work progresses.

Section 2: Client's Duties / SKA's Right of Entry / Project Safety. To allow SKA to perform the scope of services, Client shall, at no expense to SKA: (a) provide all information regarding Client's requirements and operations necessary for the orderly progress of SKA's work; (b) designate a representative with authority to transmit and receive instructions and information, and to interpret and define Client's policies and requests for services; (c) provide a safe environment on and around the Project for SKA's work; and (d) provide access to publicly and privately owned property as required for SKA to perform the work, including the use of scaffolds or similar mechanical contrivances. Client grants to SKA, and its consultants and independent contractors, the right to enter the Project and property owned by Client and/or others in order for SKA to perform its work on the Project. Client agrees to obtain all legal rights-of-entry required for SKA to perform its work on the Project, and to hold harmless, indemnify and defend SKA from any alleged damages as a result of any unauthorized entry. SKA will perform work only under conditions deemed safe by SKA's personnel. Client will compensate SKA for any safety or security measures required by hazardous or unsafe job conditions. SKA is not responsible for the safety of other persons or property.

Section 3: Documents. All reports, notes, drawings, specifications, data, calculations, and other documents prepared by SKA shall remain the property of SKA. SKA shall store documents relating to SKA's services under the Agreement for a reasonable time after the completion of SKA's services. SKA will exercise reasonable care in safeguarding these documents, but disclaims any liability for loss of or damage to the documents. Client agrees not to use SKA-generated documents for marketing purposes, nor to use such documents for projects other than "the Project", without SKA's express written authorization. Review and authorization are essential because of the different circumstances associated with such use, including the passage of time.

Client agrees to waive any claim against SKA and to defend, indemnify and hold harmless SKA from any claim or liability for injury or loss or otherwise arising from any party's unauthorized reuse of documents prepared by SKA.

Section 4: Samples. Soil, rock, water and/or other samples obtained from the Project are the property of Client. SKA will have no obligation to maintain or preserve such samples after the completion of SKA's services under the Agreement. SKA shall immediately dispose of all samples unless Client instructs SKA otherwise in writing. Client is responsible for charges for storage by SKA of samples requested by Client. If requested by Client to store samples, SKA will exercise reasonable care in such storage, but disclaims any liability for loss of or damage to samples. In any event, if any such samples are contaminated by hazardous substances or suspected hazardous substances, it shall be Client's sole responsibility to immediately arrange for the lawful disposal of such substances, including the removal of all contaminated samples from the custody of SKA and transporting them to a lawful disposal site. SKA is entitled to dispose of all samples if storage charges are not paid within 45 days of invoice date.

Section 5: Hazardous Materials. "Hazardous materials" includes, but is not limited to, any substance, waste, oil, asbestos, lead, pollutant (including mold and mildew) or contaminant, in whatever form, now or hereafter included with such terms under any federal, state or local statute, ordinance, code, rule or regulation now existing or hereinafter enacted or amended. The scope of services for this Agreement does not include, and expressly excludes, any responsibility for detection, remediation, accidental release, or any services relating to hazardous materials. If SKA encounters, or reasonably suspects that it has encountered, hazardous materials on the Project, SKA shall cease



activity on the Project and promptly notify Client. Client shall initiate action, where appropriate, to identify and investigate the nature and extent of hazardous materials on the Project, and to abate and/or remove the same as may be required by federal, state or local law now existing or hereinafter enacted or amended. Unless otherwise specifically provided in writing, the services to be provided by SKA do not include identification of hazardous materials, and SKA has no duty to identify or attempt to identify the same on the Project. It is further understood and agreed that the services of SKA may be uninsurable as a result of the presence or potential presence of hazardous materials on the Project. If such circumstances arise, Client agrees to hold harmless, indemnify and defend SKA, its employees, consultants, independent contractors and agents, from and against any and all claims, lawsuits, damages, liability and costs, including but not limited to, costs of defense, arising out of or in any way connected with the presence, discharge, release, or escape of hazardous materials.

Section 6: Construction Observation Services. When construction observation services are included in the Agreement, SKA will provide personnel to make periodic observations to determine if construction is in general compliance with the contract documents. Client understands that SKA is not a guarantor or insurer of the work of the contractor or any of its subcontractors. Client understands that the contractor is solely and exclusively responsible for the accuracy and adequacy of construction and for all other activities performed by the contractor and its subcontractors and suppliers, including the methods and means of construction; supervision of personnel and construction; control and operation of machinery; falsework, scaffolding and other temporary construction aids; safety in, on and about the site; and compliance with all OSHA and other applicable state and local governmental agency regulations. SKA's monitoring of the contractor's performance expressly excludes and specifically disclaims any responsibility for review or observation of the adequacy and sufficiency of the contractor's safety measures or of safety conditions on the Project.

Section 7: Standard of Care. Services performed by SKA under this Agreement will be conducted in a manner consistent with that degree of care and skill ordinarily exercised by members of the engineering profession currently practicing in the same locality and under similar circumstances. No other representation, warranty or guaranty, expressed or implied, is included or intended in this Agreement, or in any report, opinion, document, or otherwise provided by SKA to Client.

Section 8: Suspension or Termination of Work. Client may, at any time and for any reason, suspend further services by SKA immediately upon SKA's receipt of written notice from Client. However, Client shall nonetheless remain liable for and shall promptly pay SKA for all services rendered to the date upon which SKA receives the written notice of suspension, plus suspension charges. Suspension charges shall include the cost of assembling documents, personnel and equipment rescheduling or reassignment, and fees or expenses charged as a result of commitments made to others by SKA on Client's behalf. If payment of SKA's invoices by Client is not made when due, SKA may, upon seven days' written notice to Client, suspend performance of services under this Agreement. If payment in full is not received by SKA within seven days of the date of the notice, the suspension shall take effect without further notice. SKA shall not resume services until payment of SKA's invoices are brought current. If SKA's invoices are not brought current within thirty days of the date of the notice, SKA may terminate this Agreement, under which circumstances Client will be liable to SKA for the amounts set forth above associated with Client's termination of the Agreement, plus the reasonable profit anticipated by SKA had SKA fully completed its work under the Agreement, and any other costs or expenses incurred as a result of SKA's cessation of work on the Project. SKA shall have no liability to Client or others for delay or damage caused because of such suspension of services. Client agrees to indemnify, hold harmless and defend SKA from and against any and all claims or liability arising or resulting from any suspension of services.

Section 9: Insurance / Liability. SKA carries workers compensation, general liability and professional liability insurance in amounts consistent with industry standards for firms our size with our average project sizes and annual billings. SKA will furnish appropriate insurance certificates to Client upon request. In the event Client requests that SKA acquire insurance coverage beyond SKA's normal levels of coverage, Client will pay SKA the costs associated with the acquisition of the additional coverage, plus a 10% administrative fee. If for whatever reason SKA cannot reasonably acquire the additional coverage requested by Client, Client agrees that SKA's normal coverage types and amounts are acceptable to Client. Client understands and agrees that SKA's total liability to Client for any and all injuries, claims, losses, expenses, or damages whatsoever, including attorneys' fees and legal expenses, arising out of or in any way related to the Project or this Agreement from any cause or causes, including, but not limited to, SKA's negligence, errors, omissions, breach of contract, or breach of warranty shall not exceed the total amount recoverable from SKA's insurance. Client also understands and agrees that SKA's total liability to Client for any and all injuries, claims, losses, expenses, or damages whatsoever, including attorneys' fees and expenses, as described above which is not covered by insurance coverage, shall not exceed the total of SKA's fees for the services rendered to Client on the Project. SKA shall not be liable for any reason for special, indirect or consequential damages, including loss of use



and lost profit. SKA shall take reasonable precautions to minimize damage to Client's property and/or to property owned by others during the conduct of any SKA field work and testing on the Project. Client understands that in the normal course of this type of work damage to Client's property and/or to property owned by others may occur, and that SKA shall not be liable for such damage.

Section 10: Conflicts of Interest: Client understands that SKA has a broad client base. This assignment may involve parties with adverse interests to clients with whom SKA has current or past relationships. It is SKA's policy to make reasonable attempts to identify such relationships prior to acceptance of a professional assignment, but SKA cannot assure that conflicts or perceived conflicts will not arise, and SKA does not accept and expressly disclaims any costs, expenses or damages claimed by Client for such occurrences.

Section 11: Consultants / Independent Contractors. SKA occasionally retains consultants as independent contractors to assist in the performance of SKA's work. If independent contractors are utilized by SKA on the Project, the services of these independent contractors will be billed to Client at the cost charged by the independent contractor to SKA, plus 10% if the independent contractor has at least \$500,000 of Professional / General Liability insurance, or 20% if the independent contractor has a lesser level of Professional / General Liability insurance. Such consultants shall be afforded the same rights and protections as SKA hereunder.

Section 12: Reimbursable Expenses. SKA will bill direct non-payroll expenses at cost plus 10%. Direct expenses shall include, but shall not be limited to, the following:

- a) Out-of-pocket expenses, such as travel, lodging, and costs for consultants, independent contractors and any other outside services SKA deems reasonably necessary for purposes of performing SKA's work under this Agreement.
- b) Costs of providing copies of receipts or detailed back-up information concerning charges included in SKA's invoices.
- c) Other costs reasonably incurred in the performance of SKA's work on the Project.

In addition to the above, charges for the use of SKA field and laboratory equipment, reproduction facilities, etc., will generally be billed consistent with SKA's current reimbursable rate schedule. Such items not listed on SKA's current reimbursable rate schedule will be billed at approximately 1% of replacement cost per day, subject to adjustment for minimum or extended usage.

Section 13: SKA's Invoices / Payment Terms. SKA's invoices will be based primarily upon the time spent by SKA's personnel involved with SKA's work on the Project, with this time being billed at the rates set forth in SKA's current Fee Schedule. SKA's expenses, including costs associated with SKA's retention of consultants and SKA's reimbursable expenses, will be included in SKA's invoices. SKA's time charges are accrued on an hourly basis, unless other arrangements are established. Minimum time charges for personnel at a job site are 8 hours per day, unless the time of the SKA employee or consultant on the day at issue is also used on another job. Hourly rates are not increased for overtime. Billing rates may be increased annually. Client understands and agrees that time is of the essence with respect to payment of SKA's invoices, and that timely payment is a material part of the consideration for services rendered by SKA under this Agreement. Client is responsible for payment of SKA's invoices, unless arrangements for another party to pay SKA's invoices are made in advance of SKA's performance of work, with said arrangements being made part of this Agreement. In the event that an agent for Client engages SKA on behalf of Client and Client fails to pay SKA's invoices on a timely basis, then Client's agent is also responsible for payment of SKA's invoices. Client shall pay all SKA's invoices, which will be submitted periodically and on a monthly basis, unless otherwise provided in this Agreement. SKA's invoices are due upon receipt by Client and are payable no later than thirty (30) days after the date of the invoice. Interest and finance charges of one and one-half percent (1.5%) per month or eighteen percent (18%) per annum will be assessed on all delinquent balances of principal past due, with interest and finance charges beginning to accrue on the thirty-first (31st) day after the date of the invoice. Any payments received by SKA thereafter shall be first applied to accrued interest and finance charges, and then to the principal balances of the oldest invoices first. If Client reasonably objects to all or any portion of any invoice, Client shall nevertheless timely pay the undisputed amount of such invoice and notify SKA of such objection in writing within fourteen (14) days of the date of the invoice; otherwise, such objections are expressly waived. Client shall pay all expenses and costs, including reasonable



attorneys' fees, incurred by SKA in the enforcement of this Agreement, including expenses and costs incurred by SKA in the collection of amounts owing to SKA.

Section 14: Miscellaneous Provisions.

Precedence: These General Conditions take precedence over any inconsistent or contradictory provisions contained in any other document included in the Agreement.

Entire Agreement: The Agreement constitutes the entire agreement between Client and SKA, supersedes all prior discussions or communications between Client and SKA, and cannot be changed, amended or altered unless in writing and acknowledged by SKA.

Governing Law: The laws of the State of North Carolina shall govern the validity and interpretation of this Agreement.

Mediation: All claims, disputes or controversies arising out of this Agreement shall be submitted to mediation prior to commencement of any legal action to enforce any of the terms of this Agreement, unless otherwise agreed in writing by the parties to this Agreement. This provision does not apply if a statute of limitations or a statute of repose may affect a claim of a party, in which event the party may commence legal action prior to submission of the dispute to mediation. If litigation is filed before mediation of the dispute, the mediation process shall begin within thirty (30) days after service of the summons and complaint, unless otherwise agreed upon by the parties to this Agreement.

No Third Party Liability: SKA's services are being performed solely for Client's benefit. No contractor, subcontractor, supplier, fabricator, manufacturer, tenant, occupant, consultant, or other third party shall have any claim against SKA as a result of SKA's services. Client shall defend, indemnify and hold harmless SKA from any third party claims arising from SKA's services for Client.

Project-Specific Work: SKA's work product, including its conclusions, relates only to the Project. Any use of SKA's work product, including but not limited to its conclusions, on any other project is not authorized by SKA, and SKA accepts no responsibility for any attempt to apply SKA's work product from the Project to any other project.

Transmission of SKA's Work Product: In the event that SKA's work product is stored or transmitted by some form of electronic media, Client agrees that SKA shall not be held liable for the completeness, transmission, accuracy or longevity of these materials, nor for misuse thereof.

Letter Proposal Duration: SKA's Letter Proposal expires 120 days after transmission to Client, unless a different expiration date is included in the proposal. SKA may withdraw or modify its Letter Proposal at any time prior to acceptance by Client.

Legal Process: Client is responsible, after notification from SKA, for payment of SKA's time charges, attorneys' fees and other expenses resulting from a required response by SKA to subpoenas or court orders issued at the request of any person or entity concerning any part of SKA's work associated with the Project. SKA's charges in this regard will be based on SKA's billing rates in effect at the time of SKA's receipt of the subpoena or court order.



MMMI
MIDWEST MAINTENANCE, INC

PROPOSAL

Owner: Walter Robbs Callahan & Pierce Architects

Date: July 30, 2024

Address: 530 N. Trade Street NW
Winston-Salem, NC 27101

Project Name: Union County Courthouse Restoration
& Renovation – PHASE II Design Build

Submitted To: Matt Messick

Project Location: Winston-Salem, NC

Phone: 336-725-1371

We hereby submit specifications and estimates for: Labor, Materials, Services, and Equipment necessary to:

Review preliminary documents, visit the site to access the restoration needs and coordinate with subcontractors to compile a preliminary construction estimate: \$5,000.00

To reevaluate the revised documents and compile a second and third estimate, add \$2,500.00 each.

GENERAL NOTE: The Owner to supply the Contractor with access to water hose hook up and 110 volt electric. The job site will be cleaned daily and at the end of the project the grounds and surrounding areas will be left as clean as or cleaner than upon our arrival.

SPECIAL NOTE.

With approval of Contractor's Proposal, the Owner is acknowledging the delays and shortages that the Construction Industry is facing at this time. Although Contractor has received material pricing and availability, Contractor is only able to hold pricing for 30 days after receipt of proposal. Should there be a delay or a major price increase after a Contract has been executed, Owner agrees to negotiate with Contractor on an as needed basis. Contractor will notify the Owner immediately of any increases or delays.

We Propose hereby to furnish for the sum of:

See Above -----dollars (\$See Above -----)

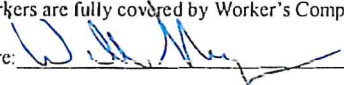
Payment to be made as: Net 30 Days after receipt of invoice.

Acceptance of Proposal – The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. Two Copies provided, signed, and returned. One original will be returned to Owner.

Signature: _____ Date: _____

Witness: _____ Date: _____

All material is guaranteed to be as specified. All work is to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents, or delays beyond our control. Owner is to carry fire, tornado, and other necessary insurance. Our Workers are fully covered by Worker's Compensation Insurance.

Authorized Signature:  _____

Note: This proposal may be withdrawn by us if not accepted within 60 days.