


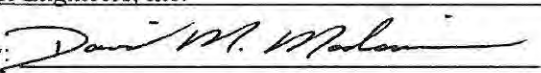
Amendment to Master Service Agreement

This Amendment No. 1 to the Master Service Agreement is entered into and effective this 14thth day of August 2019, by and between Rowan County, Salisbury, NC hereinafter referred to as Client, and REI Engineers, Inc., 1927 J.N. Pease Place, Charlotte, NC 28269 hereinafter referred to as REI. REI will provide professional services for tasks related to Civil Engineering services for Client on an as needed basis from April 1, 2019 to March 20, 2022 as referenced in the Master Service Agreement.

ACCEPTED FOR

REI Engineers, Inc.

Witness 

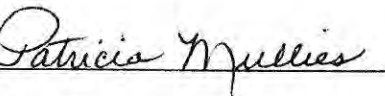
By: 

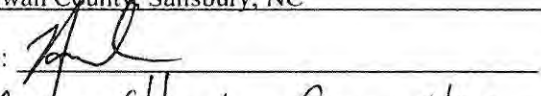
David Madonia, Executive Vice President
(Name and Title)

Date: 08/14/2019

ACCEPTED FOR

Rowan County, Salisbury, NC

Witness 

By: 

Aaron Church, County Manager
(Name and Title)

Date: 11-5-19



REIEN-4

OP ID: CG

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/20/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | | | | | |
|--|--|--------------|--|---|--|
| PRODUCER Hartsfield & Nash Agency, Inc. Post Office Box 1109 Wake Forest, NC 27588 Lorie Borrelli, CIC, AAI | | 919-556-3698 | | CONTACT NAME: Lorie Borrelli, CIC, AAI | |
| | | | | PHONE (A/C, No, Ext): 919-556-3698 | |
| | | | | FAX (A/C, No): 919-556-8758 | |
| | | | | E-MAIL ADDRESS: connie@hartsfield-nash.com | |
| | | | | INSURER(S) AFFORDING COVERAGE | |
| | | | | INSURER A: Cincinnati Insurance Companies | |
| | | | | INSURER B: Travelers Property & Casualty | |
| | | | | INSURER C: Endurance American Specialty | |
| | | | | INSURER D: | |
| | | | | INSURER E: | |
| | | | | INSURER F: | |

| | | |
|---|----------------------------|-------------------------|
| COVERAGES | CERTIFICATE NUMBER: | REVISION NUMBER: |
| THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. | | |

| INSR LTR | TYPE OF INSURANCE | ADDL SUBR INSD WVP | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|--------------------|-----------------|-------------------------|-------------------------|---|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER: | | ENP0196990 | 06/01/2019 | 06/01/2021 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 |
| A | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY | | EBA0196990 | 06/01/2019 | 06/01/2021 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ |
| A | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ | | ENP0196990 | 06/01/2019 | 06/01/2021 | EACH OCCURRENCE \$ 6,000,000 AGGREGATE \$ 6,000,000 |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N N N/A | UB6K8158301947G | 06/01/2019 | 06/01/2020 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |
| C | Professional & Pollution Liab | | DPL10002229409 | 06/01/2019 | 06/01/2020 | Per Claim 3,000,000 Aggregate 3,000,000 |

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

| | |
|---|---|
| CERTIFICATE HOLDER | CANCELLATION |
| ROWA130 Rowan County 130 West Innes Street Salisbury, NC 28144 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE |

ACORD 25 (2016/03)

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Master Service Agreement

Rowan County, Salisbury, NC hereinafter referred to as Client, hereby offers the following proposal for retention of REI Engineers, Inc., 1927 JN Pease Place, Charlotte, NC 28269 hereinafter referred to as REI, on an as needed basis from April 1, 2014 to March 30, 2019 to provide professional services for tasks related to Civil Engineering services.

The following terms apply to this Agreement:

1. Professional services will be retained as an independent contractor, not as an employee of Client or the State of North Carolina.
2. Each task for which services are required will be separately discussed and negotiated to resolve the scope of the task, work schedule, coordination requirements, review procedures and fee(s).
3. Any plans, specifications or studies developed under this agreement will conform to the requirements of the latest edition of the North Carolina Construction Manual.
4. The design fee, including travel and other direct costs, will be agreed upon prior to the undertaking of services. Payments will be as negotiated and as set forth in future specific task contracts. In accordance with General Statute 142-328 payment for services cannot be made in advance. Violations will require restitution to the State and may result in the termination of the Agreement and/or criminal prosecution.
5. In the event that the scope of required services is not adequately defined prior to beginning the task, compensation may be paid on an hourly basis against an estimated total design cost. The total hourly compensation cannot exceed the estimated total design cost without prior written approval. Hourly compensation rates will be subject to approval prior to the start of the work.
6. This Agreement may be terminated in writing at any time by either party without penalty.

The procedures for execution of a task contract are as follows:

1. Client will initiate contact when services are required. Assignments made by anyone other than those authorized below are not valid and therefore will not be honored for payment. The following is a list of personnel authorized to make assignments under your Design Agreement:

Gary L. Page Leslie E. Heideick David Silford

2. A time will be scheduled when you can visit the site of the work and discuss the scope for the task.
3. A proposal that will summarize your understanding of the task, construction cost estimate, a schedule for the work and fee that you will require to complete the task, will be submitted to Client in writing.

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 TASK.

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 TASK.

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 TASK 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 TASK.

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 TASK customarily vested in THE TASK 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 TASK or the failure of any contractor or subcontractor to construct any item on THE TASK 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 task, 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 TASK. CLIENT agrees, therefore, to include, or cause to be included in THE TASK'S construction contract, such requirements for insurance coverage and performance bonds to be secured and maintained by THE TASK 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 TASK 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 task or following the completion of the task, 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 task 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:

Client releases REI from any and all claims Client and Client'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 Client's Building.

ACCEPTED FOR

REI Engineers, Inc.

Witness



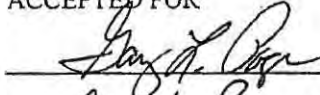
By:

 - Vice President
(Name and Title)

Date:

5/2/14

ACCEPTED FOR



Witness:



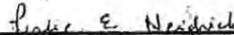
By:

Gray L. Page, Rowan G. Mgr.
(Name and Title)

Date:

4/21/14

THIS INSTRUMENT HAS BEEN PREAUDITED IN THE
MANNER REQUIRED BY THE LOCAL GOVERNMENT
BUDGET AND FISCAL CONTROL ACT.



FINANCE DIRECTOR

Exhibit A
REI ENGINEERS
2014 Standard Fee Schedule

A. PERSONNEL AND EQUIPMENT CHARGES

1. Personnel Charges*

- a. Professional Engineer/Registered Consultant.....\$155.00/hr.
- b. Task Manager.....\$115.00/hr.
- c. Technician.....\$70.00/hr.
- d. Draftsman (includes AutoCAD time).....\$55.00/hr.
- e. Clerical.....\$45.00/hr.

* Depositions and court at time and one-half. Time over 40hrs./wk. & Saturdays at time and one-half. Sundays & Holidays at double time. Minimum technician charge for site visits is four hours.

2. Miscellaneous Charges

- a. Mileage.....\$0.60/mile
- b. Per Diem.....\$90.00/day
- c. Expenses.....Cost ÷ 0.8

B. FIELD TESTING

- 1. Roof Cores.....\$ 40.00/ea
- 2. Asbestos Testing.....\$ 50.00/ea
- 3. Factory Mutual 1-52 Negative Pressure Test..... Refer to Testing Fee Schedule**
- 4. Infrared Moisture Survey..... Refer to Testing Fee Schedule**
- 5. Roof Condition Survey..... Refer to Testing Fee Schedule**

** Provided upon request.

C. CONTRACT DOCUMENTS

- 1. Lump sum, percentage or not-to-exceed..... As quoted

D. GENERAL

- 1. Task specific work will be performed as quoted.

EXHIBIT B
REI STANDARD FEE SCHEDULE
CONTRACT DOCUMENTS AND CONSTRUCTION ADMINISTRATION FEE SCHEDULE

| Estimated Construction Cost (ECC) | Design Fee % of ECC | Construction Admin % of ECC | Total Fee % of ECC |
|---|------------------------|--------------------------------|-----------------------|
| \$0 - \$50k | 8.00% | 5.00% | 13.00% |
| \$50k - \$250k | 6.50% | 4.50% | 11.00% |
| \$250k - \$500k | 5.00% | 4.00% | 9.00% |
| \$500k - \$700k | 5.00% | 3.00% | 8.00% |
| \$700k & Above | 4.75% | 3.00% | 7.75% |

1. Fees will vary and based on individual client needs.

EXHIBIT C
REI STANDARD FEE SCHEDULE
ROOF CONDITION OBSERVATION FEE SCHEDULE

*The costs listed below include but are not limited to the following services:

Roof review to determine existing conditions and system compositions

Full report including photographs, findings, recommendations, conclusions,
estimated repair/replacement costs and a roof plan indicating survey area(s)

| ROOF AREA (Square Feet) | PER SQUARE FOOT \$ + (BASE COST) |
|-------------------------|----------------------------------|
| UP TO 40,000 | 0.00 + \$1,800 |
| 40,100 TO 200,000 | 0.03 + \$800.00 |
| 200,100 TO 500,000 | 0.025 + \$2,000.00 |
| 500,100 AND UP | 0.02 + \$5,000.00 |

NOTES

1. Travel fees may apply.
2. Contractor services will be billed as an additional expense.