



**TOWN OF GRANITE QUARRY
BOARD OF ALDERMEN
CALL MEETING
FRIDAY, NOVEMBER 22, 2019 1:00 P.M.**

CALL TO ORDER Mayor Pro Tem LaFevers

1. APPROVAL OF THE AGENDA

2. DISCUSSION – Architect’s Agreement for Town Hall

3. MOTION TO ENTER INTO CLOSED SESSION

ACTION REQUESTED: Motion to go into closed session pursuant to N.C. General Statutes Section 143-318.11(a)(6) for the discussion of personnel matters.

MOTION TO COME OUR OF CLOSED SESSION

ACTION REQUESTED: Motion to return to open session. The Board takes the following action (if any).

ADJOURNMENT



RAMSAY, BURGIN, SMITH, ARCHITECTS, INC.

ARCHITECTURE PLANNING DEVELOPING

November 12, 2019

Mr. Larry Smith, Interim Town Manager
Town of Granite Quarry
Post Office Box 351
Granite Quarry, NC 28072

Dear Larry:

RAMSAY BURGIN SMITH ARCHITECTS, INC. is pleased to assist the Town of Granite Quarry to provide Architectural services to develop and improve the Granite Quarry Town Hall facilities Façade pursuant to the Master Plan RBSA previously developed. We look forward to being a part of an important first step (Phase 1 – Façade improvements) toward the revitalization of the Granite Quarry Town Hall.

Services:

RBSA will provide documentation for construction, and review of Phase 1 - Façade improvements consistent with the Proposed Master Plan Design. These professional services will include architectural and normal engineering services necessary to complete the bidding and construction of the project. The only exception is the expectation that water services are in place on site and can be added to as-is for irrigation purposes.

There will be select elements to design and develop for the scope of Phase 1 – Façade Improvements. They are:

- Cladding of existing Canopy with combination of masonry and ACM columns and cladding materials, select demolition and painting of existing canopy to meet overall design intent for future Phase work.
- New lettering on cladding materials with 911 numbers applied to existing building façade.
- New Storefront lintels & toothed masonry openings for new windows installed on the front façade with accent lighting.
- Site work, directly at front façade and between the street, improvements to landscape, including two pole mounted site lights and irrigation are part of the Phase 1 work.
- Canopy update lighting & flag lighting are included as part of this work.

Exclusions:

- Repaving or sealing of existing asphalt work will be by Owners and is not included.
- No work to the interior of the building, other than access to Electrical for tie in and new lighting.
- No Civil, Mechanical, or Plumbing Engineering is included in our fee.

Once the Town Board approves the Phase 1 designs, RBSA will develop a set of construction drawings, bid, and provide Construction Administration services while this work is being built (4 trips to site), and project closeout.

A key element to this work is maintaining a design and construction budget within the limit of available funds. Any expenses beyond the \$299,000 must be approved by the Town Board and Architectural fees will be adjusted proportionately if you desire to add scope to the project.

Costs:

Our fee for Architectural services is proposed at \$20,900. If this proposal is accepted, RBSA will prepare a standard AIA Owner – Architect Agreement for review and signatures. Once this AIA agreement is written and signed, RBSA is prepared to begin work.

This is a comprehensive fee, inclusive of the normal profession design services (Structural and Electrical Engineering) that will be need for the Phase 1 portion of this building design.

The only reimbursables that RBSA will bill for are your final construction document printing costs (billed at cost). For a project your size, this is usually \$50/set for each set required. In your case this will include sets for governmental oversight review (Rowan County Inspection Department, Fire Marshall, etc.), our engineers' copies, and your owner copies. Typically for our clients, we will have to print about 12 sets. We will post our drawings and specs on our web site for the contractor to print their own sets. For a project like yours, this reimbursement runs **\$600**.

The other professional services that are "outside" of the architectural costs and the architect's fee that you must pay will be:

Hazardous material survey: approximately **\$1,000**.

Any material and/or construction testing will be including in the construction costs as Allowances. These allowances are estimates and depending on circumstances, they might need a slight supplement (or might return a small credit) near the project's end.

If this creates questions or concerns, please call. If not, please return a signed copy including the initialed Standard Terms and Conditions (see attached) as our authorization to begin contracts.

Sincerely,

RAMSAY BURGIN SMITH ARCHITECTS, INC.



Danny Ray Norman Jr., AIA
Principal

Larry Smith, Interim Town Manager

OFFICE STANDARD RATE SHEET



January 2019

For additional architectural services above basic fees for projects, change orders, expert witnessing, special circumstance problem solving or projects without a clearly-defined scope, we provide services at the following hourly rates:

Principal \$ 180 per hour

The Partner in responsible charge of each project. The Principal has controlling authority to obligate the Firm in all contractual areas of design, production and finance.

Project Architect/Engineer \$ 120 per hour

The Architect responsible for overall project management. Oversees all design, construction consultations, site evaluations and preliminary studies, the preparation of plans, specifications and contract documents, administration of construction contracts and related

Intern Architect \$ 85 per hour

Graduate of an accredited School of Design working in the Intern Development Program towards partial satisfaction of the architectural licensing and certification requirements.

Technical Draftsperson \$ 75 per hour

Design and production personnel qualified in the preparation of plans, specifications and construction documents.

Administration \$ 50 per hour

All clerical, accounting and office management personnel.

Professional Consultants Cost plus 20%

Additional structural, mechanical and electrical engineering or other specialized consultant services.

Travel Time

Travel time is billed at 1/2 the hourly rate if more than 3 hours total travel time is required for any trip.

Reimbursables

Expenses of reproduction	Cost plus 20%
Expenses of postage and handling of drawings, specifications, and other documents	Cost plus 20%
Expenses of renderings, models, and mock-ups	Cost plus 20%
Expense of any additional insurance coverage or limits including professional liability insurance requested by the owner in excess of that normally carried.	At Cost
Living expenses in connection with out-of-town travel.	At Cost
Long distance communications	At Cost
Fees paid for securing approval of authorities having jurisdiction over the Project.	At Cost
Transportation in connection with Project	.58 cents/mile



January 2018

These Standard Terms and Conditions are customarily incorporated by reference into each Ramsay, Burgin, Smith, Architects, Inc. ("RBSA, Inc.") proposal letter to RBSA, Inc. clients ("Client") for the performance of architectural, planning, or other professional services ("RBSA, Inc. Services"). These Standard Terms and Conditions are fully binding upon RBSA, Inc.'s Clients accepting RBSA, Inc. letter proposals just as if they were fully set forth in such letter proposals. However, in the case that terms and conditions set forth in the letter proposal contradict terms set forth here, the letter proposal shall supersede.

1. **PERIOD OF OFFER:** RBSA, Inc.'s proposal to provide professional services must be accepted within sixty (60) days of the date of the proposal. The proposal may only be extended by mutual written agreement of both RBSA, Inc. and the Client. RBSA, Inc. shall have the option of canceling a RBSA, Inc. proposal at any time prior to the original or extended expiration date of the proposal. In the event a Client accepts a RBSA, Inc. proposal by executing the original and one copy of it and delivering the signed original to RBSA, Inc., the signed RBSA, Inc. proposal and attachments expressly incorporated therein by reference shall constitute the entire agreement between the parties ("Agreement").
2. **SCOPE OF SERVICES:** RBSA, Inc. shall only be obligated to perform those services expressly described in this Agreement or those services necessarily implied by the work undertaken by RBSA, Inc. pursuant to the Agreement. Client shall also inform RBSA, Inc. of any special criteria or requirements related to RBSA, Inc.'s Services and shall furnish RBSA, Inc. with all existing information, including reports, plans, drawings, surveys, deeds and other documents related to RBSA, Inc.'s Services. RBSA, Inc. shall not be responsible for errors or omissions or additional costs arising out of its reliance upon such information or material furnished by the Client.
3. **CLIENT'S AUTHORIZED REPRESENTATIVE:** Client shall designate a single representative authorized to make decisions on the Client's behalf. The Client's designee shall be identified to RBSA, Inc. within seven (7) days of the date of the Agreement.
4. **PROPRIETARY RIGHTS:** Client acknowledges that RBSA, Inc. has a proprietary right in all work produced for Client, and that documents representing such work, including drawings, specifications, and reports, shall not be furnished to third persons unless written authorization is first obtained from RBSA, Inc.
5. **FEES AND COMPENSATION:** In the event the Client requests RBSA, Inc. to perform services not specifically described in RBSA, Inc.'s letter proposal, Client agrees to compensate RBSA, Inc. for such services in accordance with RBSA, Inc.'s attached Office Standard Rate Sheet. Client acknowledges RBSA, Inc.'s hourly billing rates are reviewed annually and subject to increase.
6. **PERIOD OF SERVICE:** The provisions of the Agreement and the various rates of compensation provided for have been agreed to in anticipation of the orderly and continuous progress of the project. RBSA, Inc.'s obligation to render services at the rates specified herein will extend only for that period which may reasonably be required to complete the work in an orderly and continuous manner.
7. **CONSTRUCTION COSTS:** Construction costs are defined as the total actual cost or fair market cost to the Client of all elements of the project designed or specified by RBSA, Inc. excluding RBSA, Inc. fees. Fair market cost will be determined by RBSA, Inc. quantity surveys and take off estimates in the absence of total actual cost.
8. **REIMBURSABLE EXPENSES:** The Client shall pay RBSA, Inc. for all expenses necessarily or reasonably incurred by RBSA, Inc. in connection with the performance of professional services for the Client. Such expenses include, but are not limited to, the following: transportation expenses; meals and lodging in connection with travel; long distance telephone charges; data processing expenses; extraordinary computer expenses; photographic expenses; filing and inspection fees paid by RBSA, Inc. on behalf of the Client to appropriate regulatory agencies; additional insurance coverage requested by the Client; overtime required by the Client; delivery, shipping and courier expenses; drawings and document reproduction or copying expenses (other than that used internally by RBSA, Inc.); renderings and models; the cost of obtaining bids or proposals from other contractors or consultants when done at the request of the Client; and other out-of-pocket expenses incidental to performance of RBSA, Inc.'s Services.
9. **PAYMENT TERMS:** RBSA, Inc. shall submit monthly invoices to the Client for RBSA, Inc. Services and for reimbursable expenses incurred. Invoices are payable upon receipt. RBSA, Inc. reserves the right to make a finance charge of twelve percent (12%) per annum on any unpaid balance if not paid within forty-five (45) days. The statements will be based either upon RBSA, Inc.'s estimate of the proportion of the total services actually completed at the time of billing for lump sum or fixed fee contracts, or in the case of an hourly contract, upon actual services complete. If RBSA, Inc. does not receive notification in written form, within twenty (20) days of the date of the disputed invoice, the invoice will be deemed to be correct. In the event any invoices are not paid within forty-five (45) days of the invoice date, RBSA, Inc. shall have the right to suspend the performance of further RBSA, Inc. Services until overdue invoices are fully paid or to terminate the Agreement and to initiate proceedings to recover amounts owed by the Client. Additionally, RBSA, Inc. reserves the right to refuse to provide to Client, or on Client's behalf, any drawings or



January 2018

documents prepared by RBSA, Inc. for Client under this or any other agreement with Client until all delinquent invoices are paid in full.

10. **COORDINATION BETWEEN CLIENT AND RBSA, INC.:** Both parties agree to give prompt notice to the other of any development or occurrence that affects the scope or timing of services, or any defect in the final work submitted by RBSA, Inc. or error or omissions of other related contractors as they are detected. RBSA, Inc. shall not be responsible for delays or additional costs created by Client's failure to provide accurate or timely information, approvals and decisions, as required for the orderly progress of the work.
11. **QUANTITY TAKE-OFF(S):** If provided for herein, RBSA, Inc. will establish preliminary take-off estimates after basic design and preliminary project parameters have been established. Such take-off estimates are only approximations. Upon approval of final design, RBSA, Inc. will provide, if included in scope, any detailed quantity take-offs and project estimates at Client's expense. RBSA, Inc. has no control over the cost of labor, material, equipment, or services furnished by others, or over competitive bidding or market conditions. Construction cost estimates are therefore not guaranteed and provided only as a guide to project costs.
12. **PLAN PROCESSING:** RBSA, Inc. provides routine submission of the plans and related documents to public agencies for approval. However, it may be necessary, in order to serve the best interests and needs of the Client, for RBSA, Inc. to perform special processing such as meetings and conferences with different agencies, hand carrying the plans from county agency to county agency, and other specialized services. These special services are not included in the base contract and shall be performed on an hourly basis in accordance with the attached Office Standard Rate Sheet.
13. **MEETINGS AND CONFERENCES:** RBSA, Inc. will attend all meetings and conferences required by the Client, or their representatives. Furthermore, RBSA, Inc. will meet with public agencies that might be involved in the development of the project on an as-needed basis. Since the scope and nature of these meetings and conferences cannot be forecast, we will perform the work on an hourly basis in accordance with the attached Office Standard Rate Sheet.
14. **EXTRAORDINARY INSURANCE:** RBSA, Inc. maintains appropriate insurance to cover all reasonable contingencies and liabilities. Should Client ask for additional or special insurance coverage, the cost of such coverage will be billed to client by RBSA, Inc. independently. Client hereby agrees to pay such costs and understands these costs to be associated with the quoted fees of this proposal.
15. **TERMINATION:** In the event of termination by Client, Client is responsible for immediate payment for all services rendered, reimbursable expenses and other expenses incurred in the name of the Client through the point of written notice of termination.
16. **ASSIGNMENT:** Neither RBSA, Inc. nor the Client shall assign, lease, or transfer any rights or interests arising pursuant to this Agreement without the written consent of the other. The foregoing notwithstanding, RBSA, Inc. may employ independent consultants, associates, and subcontractors as it may deem necessary in order to perform RBSA, Inc. Services which are the subject of this proposal.
17. **MEDIATION/ARBITRATION:** Client agrees that all claims, disputes, and other matters in question between the parties arising out of or relating to this Agreement or breach thereof first shall be submitted for nonbinding mediation to any one of the following, as agreed by the parties: American Arbitration Association, American Intermediation Service, Americord, or Dispute Resolution, Inc. The cost of mediation shall be shared equally by the parties hereto. Any time expended in mediation shall not be included in calculation the time for filing arbitration. If mediation fails to resolve the claim or dispute, except as otherwise provided below, any controversy or claim arising out of or relating to this proposal, or the breach thereof, may by mutual consent be settled by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. No arbitration, arising out of or relating to this proposal, shall include, by consolidation, joinder or in any other manner, any additional person not a direct party to this proposal except by written consent of both parties to this proposal. The award rendered by the arbitrators will be final and not subject to appeal. Any demand for arbitration must be made within one year after the claim dispute or other matter in question has arisen, and in no case may be made after institution of legal or equitable proceedings based on such claim would be barred by the applicable statute of limitations. However, RBSA, Inc., at its election, may proceed to collect moneys owed by Client under this Agreement by an action at law, rather than by arbitration.
18. **APPLICABLE LAW:** This Agreement shall be governed in accordance with the laws of the State of North Carolina.
19. **SEVERABILITY:** Both RBSA, Inc. and the Client understand and agree that if any part, term, or provision of this Agreement is held by a court of law to be illegal or unenforceable, the validity and enforceability of the remaining parts, terms and provisions of



January 2018

this Agreement shall not be affected, and the rights of RBSA, Inc. and the Client shall be construed and enforced as if the Agreement did not contain the illegal or unenforceable part, term, or provision.

20. **LIMITATIONS ON LIABILITY:** Except as provided in paragraphs 10 & 21, both RBSA, Inc. and the Client agree that neither shall be liable to the other for delays consequential, special or incidental damages. Both RBSA, Inc. and the Client further agree that neither shall be liable to the other for future lost profits. In recognition of the relative risks and benefits of the project to both the Client and the Consultants, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of the Consultants to the Client for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causers so that the total aggregate liability of the Consultants to the Client shall not exceed the Consultants' total fee for services rendered on this project.
21. **COLLECTION COSTS AND ATTORNEY FEES:** Client shall be responsible for and shall pay all costs of collection and reasonable attorney fees incurred by RBSA, Inc. in the collection of moneys owed to RBSA, Inc. by Client under this Agreement. The cost of collection and attorney fees may be awarded against client and in favor of RBSA, Inc. by an arbitrator in arbitration proceeding and by a court in an action at law.
22. **ALTERATION DISCLAIMER and HIDDEN CONDITION DISCLAIMER:** The client waives all claims for, and agrees to defend, indemnify and hold RBSA, Inc. and its consultants, agents, representatives, and employees harmless from and against any and all claims, losses, costs, expenses and causes of action, including attorney's fees, court costs and all other reasonable costs of defense, in any way arising out of the following matters:
- a. Claims which are the results, in whole or in part, of deficiencies in the conditions of the building existing prior to this agreement.
 - b. Claims arising out of damage sustained by any portion of the building not redesigned, altered, or constructed pursuant to this agreement.
 - c. Inasmuch as remodeling and/or rehabilitation of an existing building requires that certain assumptions cannot be verified without expending great sums of additional money, or destroying otherwise adequate or serviceable portions of the building, the Client agrees that, except for negligence on the part of RBSA, Inc. or its consultants, the Client will hold harmless and indemnify RBSA, Inc. or its consultants, for and against all claims, damages, awards, and costs of defense arising out of the professional services provided under this agreement.
23. **INDEMNIFICATION:** The Client shall indemnify RBSA, Inc. against injury to or death of an employee or agent of RBSA, Inc. (including consultants retained by RBSA, Inc. for the purpose of fulfilling the terms of this agreement) while on the Client's property, or arising out of any act or omission by the Client, or its employees or agents, for which the Client would have been liable if sued directly by such employee or agent or his personal representative.
24. **INTEGRATION CLAUSE:** This Agreement represents the entire agreement of the parties. No prior representations, statements, or inducements made by either RBSA, Inc., the Client, or their respective agents, that is not contained in this written Agreement shall enlarge, modify, alter, or otherwise vary the written terms of this Agreement unless they are made in writing.