

RESOLUTION NO. _____

A RESOLUTION APPROVING A CHANGE ORDER AND AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AMENDMENT FOR THE PARK HILL COMMUNITY JUMP START IMPROVEMENTS PROJECT IN THE CITY OF NORTH LITTLE ROCK, ARKANSAS; AUTHORIZING PAYMENT TO SHIELDS & ASSOCIATES, INC.; AND FOR OTHER PURPOSES.

WHEREAS, pursuant to Standing Order S-006 issued by Mayor Joe A. Smith for the City of North Little Rock (“the City”), change orders resulting in a cost increase of more than twenty percent (20%) to the City must be approved by City Council; and

WHEREAS, on April 19, 2022, the City and Shields & Associates, Inc. entered into a contract for Park Hill Community Jump Start Improvements (see Contract attached hereto as Exhibit A); and

WHEREAS, the City Engineer has previous approved five (5) Change Orders, totaling Two Hundred Thirteen Thousand Six Hundred Twenty Nine and 71/100 (\$213,629.71)

WHEREAS, the City Engineer wishes to approve Change Order No. 6 to compensate for additional work in the amount of Eight Hundred Fifty Thousand Four Hundred Twenty Six and 76/100 Dollars (\$850,426.76)(see Change Order and Description of Changes attached respectively hereto as Exhibit B and C); and

WHEREAS, the combined costs of the six (6) Change Orders will exceed the twenty percent (20%) authorized by Standing Order S-006; and

WHEREAS, it is in the best interests of the City and its citizens to approve Change Order No. 6 to complete the Park Hill Community Jump Start Improvements Project.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NORTH LITTLE ROCK, ARKANSAS:

SECTION 1: That the Change Order in the amount of Eight Hundred Fifty Thousand Four Hundred Twenty Six and 76/100 Dollars (\$850,426.76) is hereby approved, and the Mayor and City Clerk are hereby authorized to enter into an Amendment to the contract (substantially similar to Exhibit D) with Shields & Associates.

SECTION 2: That the cost shall be paid from the 2017 Sales Tax Capital Improvement Fund (41-024-73402).

SECTION 3: That this Resolution shall be in full force and effect from and after its passage and approval.

PASSED:

APPROVED:

Mayor Terry C. Hartwick

SPONSOR:

Debi Ross
Council Member Debi Ross *by AT*

ATTEST:

Diane Whitbey, City Clerk

Nathan Hamilton
Council Member Nathan Hamilton *by AT*

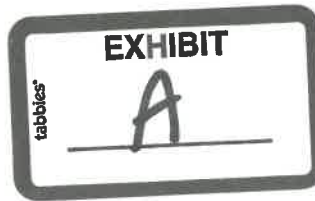
APPROVED AS TO FORM:

Amy Beckman Fields
Amy Beckman Fields, City Attorney

PREPARED BY THE OFFICE OF THE CITY ATTORNEY/kt

| | | | | |
|--------------------------------------------------------------------------------|----------------------|------|-------|------|
| FILED | <u>11:00</u> | A.M. | _____ | P.M. |
| By | <u>Amy Fields CA</u> | | | |
| DATE | <u>3-19-24</u> | | | |
| Diane Whitbey, City Clerk and Collector North Little Rock, Arkansas | | | | |
| RECEIVED BY | <u>[Signature]</u> | | | |

6-2020



4/19/2022 ✓



CONTRACT

FOR

ArDOT Job No. 061553

Park Hill Community Jump Start Impvts. (NLR) (S)

THIS CONTRACT, by and between THE CITY OF NORTH LITTLE ROCK, ("City"), acting herein through its Mayor Terry Hartwick, and Shields & Associates, Inc. Contractor", is effective on the date signed by the City.

In consideration of the mutual covenants herein, the parties agree as follows:

ARTICLE 1. SCOPE OF WORK

1.01 The Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Approximately 2,600 cubic yards of unclassified excavation, 300 cubic yards of embankment construction, 400 square yards of concrete island, 3,000 square yards of concrete paving/sidewalk, 23,000 square feet of concrete paint and stamp, 2,000 tons of ACHM Surface Course, 9,100 linear feet of curb and gutter, 3,100 linear feet of thermoplastic pavement markings, traffic signal improvements, 28 stations of lighting improvements, landscape improvements, and one irrigation system.

The Work includes but is not limited to, all labor, materials, equipment, supplies, and incidental items necessary to complete the Project in conformance with the plans and specifications as more fully set forth in the Contract Documents (the "Project"). The Work may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents. All Contract Documents, including plans and specifications, are included in the Specifications and Contract Documents, which is incorporated herein by reference as Exhibit "A" or as though fully set forth herein.

ARTICLE 2. CONTRACT DOCUMENTS

2.01 The Contract Documents shall consist of:

- .1 The fully executed Contract; which incorporates by reference documents (.2) thru (.11)**
- .2 The entire Bid Documents dated: August 1, 2021;**
- .3 The Contractor's Bid dated August 24, 2021, all of which documents are incorporated herein;**

6-2020

- .4 EJCDC Standard General Conditions, as modified;
- .5 Supplementary General Conditions;
- .6 General Requirements;
- .7 Performance and Payment Bonds;
- .8 Proof of Insurance Coverage, including Workers' Compensation Insurance;

The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:

- .9 Written Amendments;
- .10 Work Change Directives;
- .11 Change Order(s).

2.02 The Contract Documents may only be amended, modified, or supplemented as provided in Article 11 of the Standard General Conditions of the Construction Contract, as modified and identified in the Supplementary General Conditions, if applicable.

ARTICLE 3. CONTRACT PRICE

3.01 Contractor hereby agrees with the City to commence and complete the Work for the sum of Four Million Seven Hundred Seventy-Five Thousand Five Hundred Eleven Dollars and 00/100 (\$4,775,511.00) and any additional services in connection therewith, under the terms stated in the standard General Requirements, as modified and identified in the EJCDC Standard General Conditions, if applicable.

3.02 Further, in accordance with the Contract Documents, Contractor agrees, at its own proper cost and expense, to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the Project in accordance with the Bid Documents and General Conditions, as modified, and prices stated in these specifications, which include any maps, plats, blue prints, and other drawings and printed or written explanatory matter thereof, all of which are made a part hereof and collectively constitute the Contract.

3.03 The City agrees to pay the Contractor in current funds for the Project performed under the Contract, subject to additions and deductions, as provided in the EJCDC Standard General Conditions, as modified.

ARTICLE 4 ENGINEER

4.01 The Project will be coordinated by:

Half Associates, Inc.

Brian Vines, PE

Who is hereinafter called ENGINEER and who is to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to ENGINEER in the

6-2020

Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 5 CONTRACT TIMES, DATES FOR SUBSTANTIAL COMPLETION, AND LIQUIDATED DAMAGES

5.01 Contractor hereby agrees to commence the work on the Project on or before a date to be specified in a written Notice to Proceed (NTP) of the City, incorporated by reference as set forth herein, and to fully complete the Project within 365 CALENDAR days or as determined in writing by a mutually agreeable schedule by the City Engineer. Contractor further agrees to pay, as liquidated damages, the sum of \$1,000.00 for each consecutive calendar day thereafter as hereinafter provided.

ARTICLE 6 PAYMENT PROCEDURES

6.01 Contractor shall submit Applications for Payment in accordance with Article 15 of the EJCDC Standard General Conditions of the Construction Contract, as modified. Applications for Payment will be processed by ENGINEER as provided in the EJCDC Standard General Conditions of the Construction Contract, as modified.

ARTICLE 7 CONTRACTOR'S REPRESENTATIONS AND WARRANTIES

7.01 In order to induce Owner to enter into this Agreement CONTRACTOR makes the following representations:

.1 Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.

.2 Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

.3 Contractor is familiar with and is satisfied as to all federal, state and local laws, regulations, and ordinances that may affect cost, progress, and performance of the Work. All Work shall be completed in accordance with all applicable federal, state, and local laws, regulations, and ordinances.

.4 Contractor has carefully studied all: (1) drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities), if applicable, which have been provided as described in paragraph 5.03 of the EJCDC Standard General Conditions of the Construction Contract, as modified and (2) reports and drawings of a Hazardous Environmental Condition, if any, at the Site which has been identified in the General Conditions, if applicable, as provided in paragraph 5.06 of the EJCDC Standard General Conditions of the Construction Contract, as modified.

.5 Contractor has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means methods, techniques, sequences, and procedures

of construction, if any, expressly required by the Contract Documents to be employed by Contractor, and safety precautions and programs incident thereto.

.6 Contractor does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

.7 Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

.8 Contractor has correlated the information known to Contractor, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

.9 Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

.10 The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

.11 The Contractor further represents and warrants that:

a. Contractor has full power and authority to enter into this Contract and to carry out the Project contemplated by this Contract.

b. The Contractor represents and warrants that Contractor will comply with all laws applicable to the performance of the Project under this Contract.

c. The Contractor represents and warrants that Contractor's execution, delivery, and performance of this Contract will not constitute: (i) a violation of any judgment, order, or decree binding on Contractor; (ii) a breach under any contract by which Contractor is bound; or (iii) an event that would, with notice or lapse of time, or both, constitute such a breach.

d. The Contractor represents and warrants that the Project will be performed with the degree of skill and care that is required by current, good, and sound professional procedures and practices, and in conformance with generally accepted professional procedures and industry standards prevailing at the time the Project is performed, and that all work on the Project meet the specifications set forth herein. Contractor further represents and warrants that Contractor and all personnel used to perform the Project, including permitted subcontractors, possess the knowledge, skill, and experience necessary to perform the Project.

e. The Contractor represents and warrants that Contractor has, and shall maintain in effect for the duration of this Contract, all licenses, permits qualifications, and

approvals of whatsoever nature which are legally required for Contractor to complete the Project. Contractor shall also ensure that all permitted subcontractors are similarly licensed and qualified.

ARTICLE 8 CHANGE ORDERS

8.01 The Contractor and the Owner agree and acknowledge as a part of this Contract that no change order, as defined in Section 1.01.A.8 of the General Conditions of the Construction Contract, as modified, or other form or order or directive is authorized without written assurance by the Owner that lawful appropriations to cover the costs of the additional work have been made, and without the change order being signed by the Owner and the Contractor. It is the Contractor's sole responsibility to know, determine, and ascertain the authority of the City representative signing any change order under this Contract.

ARTICLE 9 SUSPENSION OF WORK AND TERMINATION

9.01 Suspension of Work and Termination of this Contract will be in accordance with Article 16 of the EJCDC Standard General Conditions of the Construction Contract, as modified.

9.02 Notwithstanding any other provision of this Contract, with respect to any financial obligation of the City which may arise under this Agreement in any fiscal year after the year of execution, in the event the budget or other means of appropriation for any such year fails to provide funds in sufficient amounts to discharge such obligation, such failure (i) shall act to terminate this Contract at such time as the then-existing and available appropriations are depleted, and (ii) neither such failure nor termination shall constitute a default or breach of this Contract, including any sub-agreement, attachment, schedule, or exhibit thereto, by the City. As used herein, the term "appropriation" shall mean and include the due adoption of an appropriation ordinance and budget and the approval of availability of sufficient funds for the performance of fiscal obligations arising under this Contract.

ARTICLE 10 INSURANCE

10.01 Contractor shall, at Contractor's sole cost and expense, procure and maintain for the duration of this Contract proper and complete liability insurance in the amount of \$100,000, and Workers Compensation Insurance in accordance with the laws of the State of Arkansas. The City shall not be responsible in case of accident.

ARTICLE 11 INDEMNIFICATION

11.01 The Contractor shall indemnify and hold the City its officers, employees, and agents harmless from any loss, lawsuit, liability, damage, cost and expense (including reasonable attorneys' fees) which may arise out of or result from (i) claims by third persons against the City that the Project has caused damage to property or bodily injury (including death); or (ii) the acts or omissions of the Contractor, its agents or employees in connection with this Contract; or (iii)

6-2020

any defects in any equipment used by the Contractor; or (iv) any breach or default in the performance of the obligations of the Contractor hereunder including any breach of warranties. The Contractor's indemnification obligations hereunder shall not apply to the extent that any claim is determined by a court of competent jurisdiction to have been caused by the gross negligence or misconduct of The City.

11.02 The invalidity, in whole or in part, of any of the foregoing paragraph will not affect the remainder of such paragraph.

11.03 The foregoing indemnification by the Contractor is not a waiver of the City's tort of immunity.

ARTICLE 12 DISPUTE RESOLUTION

12.01 Dispute resolution shall be in accordance with the process set forth in the standard General Conditions of the Construction Contract, as modified.

ARTICLE 13 MISCELLANEOUS

13.01 *Terms.* Terms used in this Agreement will have the meanings indicated in the standard General Conditions of the Construction Contract, as modified.

13.02 Restrictions on Public Improvement Contracts

.1 In accordance with the Bid Documents, all bid documents related to public improvements exceeding \$75,000 in value must include a statement that encourages participation of small, minority, and women's business enterprises.

.2 Contractor, in accordance with Ark. Code Ann. §§ 18-44-503 and 22-9-401, must furnish a surety bond in an amount equal to the contract price.

.3 In accordance with Ark. Code Ann. § 22-9-601, et seq., Contractor is subject to the retainage provisions which allows the City to retain five percent (5%) of payments until final project completion.

.4 Contractor acknowledges that a public right-of-way is an easement used for ingress and egress to property. These easements are held by the City for the benefit of the public at large. As part of any public improvement contract performed in or about public rights-of-way, the City requires and Contractor agrees that such rights-of-way will be repaired, to the extent possible, to the condition prior to the performance of work.

13.03 *Choice of Law.* The parties hereto agree that this Contract shall be construed under Arkansas law, excluding its conflict of laws rules. The parties further agree that proper jurisdiction and venue for any cause of action arising from this Contract shall be vested in either the U.S. District Court for the Eastern District of Arkansas or the Circuit Court of Pulaski County, Arkansas.

13.04 *Non-Waiver.* No delay or failure to exercise any right under this Contract shall impair any such right or be construed to be a waiver thereof. No waiver shall be effective unless in writing signed by the party waiving. A waiver of a right on one occasion shall not be deemed to be waiver of such right on any other occasion. A waiver of a right on one occasion shall not be deemed to be a waiver of any other right on that occasion.

13.05 *No Assignment.* The Project to be performed pursuant to this Contract is personal in nature, and Contractor may not, voluntarily or by operation of law, assign or transfer any of its rights or obligations under this Contract without the prior written consent of the City.

13.06 *Merger.* This Contract constitutes the full understanding of the parties, a complete allocation of risks between them and a complete and exclusive statement of the terms and conditions of their agreement, related to the services provided hereunder. All prior agreements, negotiations, dealings and understandings, whether written or oral, regarding the subject matter hereof, are superseded by and merged into this Contract.

13.07 *Modification*

No conditions, usage of trade, course of dealing or performance, understanding or agreement purporting to modify, vary the terms or conditions of the Contract shall be binding unless hereafter made in writing and signed by the party to be bound, and no modification shall be effected by the acknowledgment or acceptance of any forms containing terms or conditions or variance with or in addition to those set forth in this Contract.

13.08 *Severability.* Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

13.09 *No Presumption against Drafter.* Each of the parties hereto has jointly participated in the negotiation and drafting of this Agreement. In the event an ambiguity or a question of interpretation arises, this Agreement shall be construed as if drafted jointly by each of the parties hereto and no presumptions or burdens of proof shall arise favoring any party by virtue of the authorship of any provisions of this Agreement.

13.10 *Counterpart Execution.* This Contract may be executed in two or more counterparts, each of which is deemed as original but all constitute one and the same instrument. An original signature transmitted by facsimile or other electronic means shall be deemed to be original.

13.11 *Filing.* This document shall be filed in the official records of the City Clerk of the City of North Little Rock, Arkansas. Either party may additionally file this document in any other governmental office deemed appropriate; however, the parties waive all claims and defenses in law or equity based upon such additional filing.

[Signatures on the Next Page]

6-2020

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed intending to be bound thereby.

City of North Little Rock

By: *Terry C. Hartwick*
Terry C. Hartwick, Mayor

4-14-2022
Date

Shields & Associates, Inc.

By: *Ben Shields*
Ben Shields, President

April 14, 2022
Date

ATTEST:

Diane Whitbey
Diane Whitbey, City Clerk
4/19/2022

Contract reviewed and approved as to form by:

Amy Beckman Fields
North Little Rock City Attorney

BY: *Maria-Bonnie Miller*
Deputy City Attorney Date 4/18/2022



**RESIDENT ENGINEER
CHANGE ORDER**

Job Name: Park Hill Community Jump Start Improvements (NLR) (S)
 Job No.: 061533 FAP No.: STPU-9315 (51) County: Pulaski Change Order No. Six (6)
 Changes between Station _____ and Station _____

Description of Changes: See attached

Reason for Change: Reconciliation change order (see attached).

SUMMARY

| Item No. | Item | Unit | Unit Price | PRESENT | | REVISED | |
|----------|--------------------------------------------------------|------|-------------|------------|----------------|----------|--------------|
| | | | | Quantity | Amount | Quantity | Amount |
| 2 | E2-6.1 Unclassified Excavation | CY | \$59.00 | 2200.00 | \$129,800.00 | 2831.00 | \$167,029.00 |
| 6 | I1-5.1 Maintenance of Traffic | LS | \$41,656.00 | 1 | \$41,656.00 | 1.00 | \$159,542.48 |
| 8 | I8-5.1 Asphalt Pavement Repair (Parking Lot) | SY | \$42.00 | 30 | \$1,260.00 | 268.5 | \$11,277.00 |
| 15 | I16-5.1a Sidewalk | SY | \$88.00 | 2050.00 | \$180,400.00 | 2168.00 | \$190,784.00 |
| 16 | I16-5.1b Concrete Walk (Type Special Max Height 2'-0") | SY | \$128.00 | 99.00 | \$12,672.00 | 118.00 | \$15,104.00 |
| 19 | I16-5.1e Wheelchair Ramps (Type 3) | SY | \$145.00 | 190.00 | \$27,550.00 | 258.50 | \$37,482.50 |
| 22 | I17-5.1 Concrete Curb and Gutter (Type A)(1'-6") | LF | \$34.00 | 8054.00 | \$273,836.00 | 9124.00 | \$310,216.00 |
| 32 | M3-4.1 Cold Milling Asphalt Pavement | SY | \$14.00 | 16549.00 | \$231,686.00 | 27701.00 | \$387,814.00 |
| 34 | P105.1 Aggregate Base Course (Class 7) | Ton | \$34.00 | 352.00 | \$11,968.00 | 949.82 | \$32,293.88 |
| 35 | P3-5.1a ACHM Surface Course (1/2") (PG 70-22) | Ton | \$151.00 | 2035.00 | \$307,285.00 | 2221.87 | \$335,502.37 |
| 37 | P5-5.1 Concrete Driveways | SY | \$78.00 | 2860.00 | \$223,080.00 | 4078.00 | \$318,084.00 |
| 59 | 710 Non-metallic Conduit (2") | LF | \$18.00 | 1478.00 | \$26,604.00 | 1622.00 | \$29,196.00 |
| 73 | SP09-5.1 Electrical Conductors-in-Conduit (1c/10 a.w.) | LF | \$2.00 | 4140.00 | \$8,280.00 | 6186.00 | \$12,372.00 |
| 88 | CO2, Extra Driveway Thickness (Concrete) | SY | \$9.65 | 2860.00 | \$27,599.00 | 4077.00 | \$39,343.05 |
| 89 | CO2, Extra Driveway Thickness (Rebar) | SY | \$8.80 | 2860.00 | \$25,168.00 | 4077.00 | \$35,877.60 |
| 91 | CO3, Add Conc. Pavers & Concrete for Concrete Pav | EA | \$5,960.78 | 66.00 | \$393,411.48 | 112.00 | \$667,607.36 |
| 99 | CO4, Curb (Special)(Approv. NLR Eng) | LF | \$17.00 | 200.00 | \$3,400.00 | 1337.00 | \$22,729.00 |
| 101 | CO4, Elec Conds-in-Conduit (5c/4awg) (Item 75 adjus | LF | \$22.00 | 2000.00 | \$44,000.00 | 2174.00 | \$47,828.00 |
| | | | | | \$0.00 | | |
| | | | | | \$0.00 | | |
| | | | | | \$0.00 | | |
| | | | | Totals: \$ | \$1,969,655.48 | \$ | 2,820,082.24 |

Overrun \$ 850,426.76

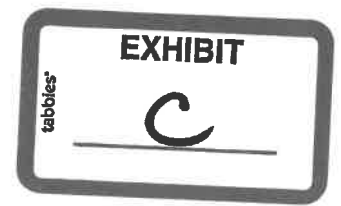
CONCURRENCE BY: _____ Date _____ Remarks _____

City of NLR _____

City of NLR _____

Authorized _____ Requested 02/26/2024

Resident Engineer
Half



Change Order 6 – Reconciliation Description of Changes

Item 1 – Site Preparation – overage for this item is in Change Order 5. Item has not been paid beyond bid amount

Item 2 – Unclassified Excavation – additional excavation due to unexpected depth of existing concrete structures.

Item 6 – Maintenance of Traffic (MOT). Original bid did not include road closures. Crews were required to open lane closures at peak hours and shut down three times a day. Multiple flaggers and detours were required on the project. A, B, C, D, E and F required detours. Detours were needed along the east side when installing the conduit sleeves across the side streets. In addition, City requested dynamic message boards at A Avenue to advise public of project.

Item 8 – Asphalt Pavement Repair. Extended multiple driveways on the east side (Sta 37+00, Sta. 37+50, Sta. 40+25 and Sta. 40+75

Item 15 – Sidewalk. Installed additional sidewalks on A Avenue (NW corner) and H Avenue (NW corner)

Item 16 – Concrete Walk (Type Special Max Height 2'-0"). Due to elevation differences on the west side, additional need at Sta. 57+00. Quantity removed from Item 15.

Item 19 – Wheelchair Rams (Type 3). Installed additional ramps at A Avenue and H Avenue (both on the west side). This was done at the request of the mayor

Item 22 Concrete Curb and Gutter (Type A) (1'-6"). Curb and gutter at east D Avenue was required to be removed and replaced per mayor to improve vehicle tracking. Additional was also added at A Avenue and H Avenue per City request. The amount of 9264 in the pay estimate is wrong. Should be 8404 LF.

1. Continuation of C & G around radius onto A on the northwest side (north curb line). Looking at the plans, this section was already in the plans to be replace. Why is this extra? Looks like the sidewalk was added.
2. Redo of C & G to vehicle tracking at southeast corner at D intersection. (41 lf of C & G)
3. NE corner of H intersection. This area was added into the project for make the corner ADA compliant. (59 lf)

Item 32 – Cold Milling Asphalt Pavement. Bid amount was \$231,686.00 (16,549 SY), currently item is at \$387,814.00 (27,701 SY). Additional milling was needed to create a uniform cross-slope from the median to the outside curb to match field approved C & G elevations issues created by the notching required by the proposed plans. Lanes were closed during working hours and reopened during peak hours. The milling varied from 2 to 6 inches.

Item 34 – Aggregate Base Couse (Class 7). Bid amount \$11,968, currently item is at \$\$32,293.88. My understanding is the additional material was used as fill in areas where existing drives were much thicker than the anticipated 6" (some drives and sidewalks were up to 16" thick.

Item 35 – ACHM Surface Course (1/2") (PG 70-22). Additional need on north side of H Avenue at City request.

Item 37 – Concrete Drives. Bid amount \$223,080.00 (2,860 SY), currently item is at \$318,084.00 (4,078 SY). The additional square yardage was to replace the Color Driveway Turnouts (Item 28). This created a net reduction in project costs Item 28 bid cost - \$205,480, additional cost for Item 37 is \$95,004

Item 59 – Non-metallic Conduit (2"). Additional was required due to damage to existing when removing existing concrete (some sections were in the driveway concrete).

Item 73 – Electrical Conductors-in-Conduit (1C/10 A.W.G.). Additional was required due to damage during construction. Conduit was shallow.

Item 88 – (part of CO 2) Extra Driveway Thickness (Concrete). Additional driveways poured and extended with wings on west side, specifically between B Avenue and D Avenue. The additional SY was to replace the Color Driveway Turnouts (Item 28).

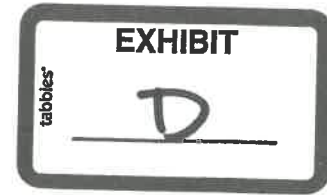
Item 89 – (part of CO 2) Extra Driveway Thickness (Rebar). Additional driveways poured and extended with wings on west side, specifically between B Avenue and D Avenue. The additional SY was to replace the Color Driveway Turnouts (Item 28).

Item 91 – CO 3 Add Concrete Pavers and Concrete for Concrete Pavers. Originally there were only 60 added in CO 3 for the east side of the project. Additional were needed on the west side at the request of the City.

Item 94 – Price Increase for Concrete. Due to increased quantity. The cost was divided between the curb and gutter, the notches, inlet tops, etc. Item 15 was 118 SY over, Item 16 was 19 SY over, Item 10 was 68.5 SY over, Item 20 was 21.5 SY over, Item 37 was 1,218 SY

Item 99 – Additional curb added after CO. Correct amount should be 1337 LF in lieu of the amount billed of 1,057 LF.

Item 101 – CO 4 Electrical Conductors-in-Conduit (5c/4 a.w.g.) (Item 75 adjustment) – Additional was required due damage to existing conduit during construction – existing conduit was shallow and in some locations was in the concrete of the existing driveways and sidewalk. There is no difference between this item and Item #75. Item #75 Electrical Conductors-in-Conduit (5c/4 a.w.g.), was originally bid to be re-used with the exception of 200' that was on the original item list. The increase in quantity was necessary due to the damage caused by the shallow depth of the conduit and subsequent damage when removing the existing driveways and sidewalks.



**AMENDMENT TO
PARK HILL COMMUNITY JUMP START IMPROVEMENTS
ARDOT JOB NO. 061553**

THIS AMENDMENT TO PARK HILL COMMUNITY JUMP START IMPROVEMENTS (the “Amendment”) is made by and between **SHIELDS & ASSOCIATES, INC.** (“Contractor”) and the City of North Little Rock, Arkansas (“City”), and is effective on the date signed by the City.

WHEREAS, Contractor and City are parties to that certain Park Hill community Jump Start Improvements Agreement dated April 19, 2022, attached hereto and incorporated herein as Exhibit “A” (the “Contract”);

WHEREAS, Contractor and City desire to adjust the original Scope of Work and pricing terms in Section 3.0.1 of the Contract, as described in Exhibit “B” attached hereto and incorporated herein, and for the reasons stated therein, which in accordance with Standing Executive Order S-006, 4d Change Orders, the City Council’s approval is necessary due to the increase in pricing terms being \$850,426.76, which is more than 20% of current Contract Price; and

WHEREAS, Contractor and City now desire to amend the Contract according to the terms set forth below.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Contractor and City hereby agree to amend the Contract as follows:

1. Capitalized Terms. All capitalized terms not otherwise defined herein shall have the meaning set forth in the Contract.
2. Article 1. SCOPE OF WORK in 1.0.1 is modified as provided in Exhibit “B.”
3. Section 3.0.1 of the Contract is hereby deleted in its entirety, and replaced with the following:

“ARTICLE 3. CONTRACT PRICE

3.01 Contractor hereby agrees with the City to complete the Work for the sum of Five Million Eight Hundred Thirty-Nine Thousand Five Hundred Sixty-Seven Dollars and 47/100 (\$5,839,57.47) for all services associated with the Work to complete the Project, as shown in the original Invitation to Bid, incorporated into Exhibit “A” and the Reconciliation Change Order 6, incorporated herein as Exhibit “B,” and any additional services in connection therewith, under the terms stated in the standard General Requirements, as modified and identified in the Contract Documents (see Project Manual). All invoices submitted to City by Contractor shall list in detail the services provided.”

4. Agreement. Except as amended herein, all other terms and conditions of the Agreement shall remain unaltered and the Agreement remains in effect, enforceable against each of the parties and is hereby ratified and acknowledged by each of the parties.

4. Governing Law. This Amendment shall be construed and interpreted under the laws of the State of Arkansas without giving effect to the provisions thereof relating to conflicts of law.

5. Counterparts. This Amendment may be executed in one or more counterparts and each counterpart shall, for all purposes, be deemed an original, but all such counterparts shall together constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be made and executed by their duly-authorized representatives effective as of the date signed by the City.

CITY OF NORTH LITTLE ROCK

By: _____
TERRY C. HARTWICK, MAYOR

DATE

SHIELDS & ASSOCIATES, INC.

By: _____
BEN SHIELDS, PRESIDENT

DATE

ATTEST:

DIANE WHITBEY, CITY CLERK

DATE

Approved as to Form:

CITY OF NORTH LITTLE ROCK

Amy Beckman Fields
City Attorney

By: _____
Deputy City Attorney

Date