

RESOLUTION NO. _____

**A RESOLUTION APPROVING A CHANGE ORDER AND AUTHORIZING
PAYMENT TO TERRACON CONSULTANTS, INC., FOR THE NORTH
LITTLE ROCK FIRE STATION; AND FOR OTHER PURPOSES.**

WHEREAS, pursuant to the City's financial policies, change orders to contracts resulting in a cost increase of more than twenty percent (20%) to the City must be approved by City Council; and

WHEREAS, on or about June 26, 2024, the City of North Little Rock (the "City") and Terracon Consultants, Inc. ("Terracon") entered into a contract construction materials engineering testing and services for the construction of the new Central Fire Station ("Station"); and

WHEREAS, upon review of the site, Terracon determined that additional, unforeseen work would need to be completed to construct the Station as intended; and

WHEREAS, the costs of the additional work exceed 20% of the original contract and the additional payment requires City Council approval; and

WHEREAS, it is in the best interests of the citizens of the City to approve a change order to the contract for the amount of Twelve Thousand Seven Hundred Two and 50/100 Dollars (\$12,702.50)(see Change Order attached hereto as Exhibit A).

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

SECTION 1: That the change order for the additional work in the construction of the North Little Rock Central Fire Station is hereby approved.

SECTION 2: That the additional payment to Terracon Consultants, Inc., in the amount of Twelve Thousand Seven Hundred Two and 50/100 Dollars (\$12,702.50) is hereby authorized and shall be paid from 2023 Sales Tax Capital Improvement Fund.

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:

ATTEST:

TERRY C. Hartwick
Mayor Terry C. Hartwick *by AF*

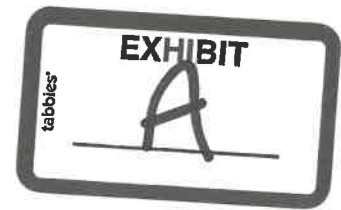
Diane Whitbey, City Clerk

APPROVED AS TO FORM:

Amy Beckman Fields
Amy Beckman Fields, City Attorney

PREPARED BY THE OFFICE OF THE CITY ATTORNEY/kl

FILED	<u>10:40</u>	A.M.	_____	P.M.
By	<u>Amy Fields GA</u>			
DATE	<u>4-8-25</u>			
Diane Whitbey, City Clerk and Collector North Little Rock, Arkansas				
RECEIVED BY	<u><i>[Signature]</i></u>			



CHANGE ORDER

PROJECT:

NLR Central Fire Station
1301 Main Street
North Little Rock, AR 72114

OWNER:

City of North Little Rock, AR
300 Main Street
North Little Rock, AR 72114

ENGINEER:

Terracon Consultants, Inc.
25809 I-30 South
Bryant, AR 72022-9313

THE REASONS FOR A CHANGE ORDER BYING NECESSARY:

This Contract was entered into by the parties on June 26, 2024 for Materials Engineering Testing Services at the site of the NLR Central Fire Station project. *See* Contract for Construction Materials Engineering Testing and Services, NLR Central Fire Station, Terracon Proposal No. P35241072, attached hereto as Exhibit "A," and incorporated herein. The Scope of Services, as provided in Exhibit "A" in part provided for site observation and testing, which Terracon estimated would be 14 total earthwork site visits at 4 hours. Due to unexpected site conditions being discovered by the Contractor necessitating more site visits than estimated in the contract price, the original Contract Price was increased. The estimated 14 total earthwork site visits in the original Contract turned into 24, many of which requiring a technician at a higher level due to the subgrade issues at the start of the project. (*See* Exhibit "B." Thus, unforeseen developments during a project's lifecycle, such as, discovering unexpected site conditions that require additional work, would necessitate a change order.

THE CONTRACT IS CHANGED AS FOLLOWS:

The original Contract Price was	\$ 28,390.00
The net change by previously authorized Change Orders	\$ 00.00
The Contract Price prior to this Change Order was	\$ 28,390.00
The Contract Price will be increased by this Change Order in the amount	\$ 12,702.50
The new Contract Price including this Change Order will be	\$ 41,092.50
The Contract Time will be increased by Zero (0) days	
The new date of Substantial Completion will be ?	

[Signatures on the Next Page]

City of North Little Rock, AR

Terracon Consultants, Inc.

Terry C. Hartwick, Mayor

Ryan Hix, EI, Project Manager

Date

Date

ATTEST:

Diane Whitbey, City Clerk

Date

CITY OF NORTH LITTLE ROCK, AR

Amy Beckman Fields
City Attorney

BY:

Deputy City Attorney

Date

mini.
6/26/2024 ✓



CONTRACT

FOR

**Construction Materials Engineering Testing and Services
NLR Central Fire Station
Terracon Proposal No. P35241072, as modified**

THIS CONTRACT, by and between THE CITY OF NORTH LITTLE ROCK, (hereinafter the "City,") acting herein through its Mayor, Terry C. Hartwick, and Terracon Consultants, Inc. (hereinafter "Consultant"), a corporation, duly authorized to do business in the State of Arkansas, is effective on the date signed by the City.

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

1.1 Scope of Services. Consultant shall provide services to the City as set forth in Terracon Proposal No. P35241072, Proposal for Construction Materials Engineering Testing and Services, the full proposal attached hereto and incorporated herein as Exhibit "A," including attachments (the "Services"). Consultant's Services do not include the investigation or detection of, nor do recommendations in Consultant's reports address the presence or prevention of biological pollutants (e.g., mold, fungi, bacteria, viruses, or their byproducts) or occupant safety issues, such as vulnerability to natural disasters, terrorism, or violence. If Services include purchase of software, Client will execute a separate software license agreement. Consultant's findings, opinions, and recommendations are based solely upon data and information obtained by and furnished to Consultant at the time of the Services.

2.1 Contract Documents. Contract Documents include and hereby incorporate in full by reference the following documents:

- .1 The fully executed Contract; and
- .2 The Proposal for Construction Materials Engineering Testing and Services, dated: June 19, 2024, as modified.

2.2 To the extent of any direct conflict or inconsistency between this Contract and Terracon Proposal No. P35241072, i.e., Exhibit A, as modified, the Contract shall be given precedence.

3.1 Compensation. The City shall pay Consultant a single payment upon completion of Services in the amount of **TWENTY-EIGHT THOUSAND THREE HUNDRED NINETY AND NO/100 DOLLARS (\$28,390.00)** for Services in accordance with Terracon Proposal No. P35241072, included in Exhibit "A" ("Compensation"). All invoices submitted to the City by Consultant shall list in detail the services provided. Client shall notify Consultant in writing, at the address below, within 15 days of the date of the invoice if Client objects to any portion of the charges on the invoice, and shall promptly pay the undisputed portion. Client shall pay a finance fee of 1.5% per month, but not exceeding the maximum rate allowed by law, for all unpaid amounts 30 days or older. Client agrees to pay all collection-related costs that Consultant incurs, including attorney fees. Consultant may suspend Services for lack of timely payment.

3.2 Equipment, Materials, etc. Consultant agrees, at its own proper cost and expense, to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories necessary to complete the Services.

3.3 Site Safety. Consultant will be responsible for supervision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precautions for any other parties, including City, City contractors, subcontractors, or other parties present at the site.

4.1 Non-Appropriation of Funds or Change in Law. Notwithstanding any other provision of this Contract, with respect to any financial obligation of the City which may arise under this Contract in any fiscal year after the year of execution, in the event there is a change in law applicable to this Contract, or the budget or other means of appropriation for any such year fails to provide funds in sufficient amounts to discharge such obligation, such event or failure

- .1 shall act to terminate this Contract at such time as the then-existing and available appropriations are depleted, and
- .2 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.

4.2 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.

4.3 The City shall provide Consultant with ten (10) days written notice of termination pursuant to this section, and the City shall pay Consultant for Services rendered to date of termination, upon receipt of final invoice. Payment of such compensation is the sole and exclusive remedy of the Consultant for termination of this Contract by City hereunder and the Consultant shall not be entitled to, and hereby waives, claims for lost profits and all other damages and expenses.

5.1 Commencement of Work. Consultant hereby agrees to perform the Services on an **As Requested** basis until the Project is completed (the "Completion Date"), and request a 48-hour notice to schedule its services.

6.1 Change Orders. Client may request changes to the scope of Services by altering or adding to the Services to be performed. Except for minor changes in Services, i.e., changes that do not increase the Compensation, all changes to the scope of Services shall be in writing and signed by Client and Consultant. If Client so requests, Consultant will return to Client a statement (or supplemental proposal) of the change setting forth an adjustment to the Services and fees for the requested changes. Following Client's review, Client shall provide written acceptance. If project conditions change materially from those observed at the site or described to Consultant at the time of proposal, Consultant may be entitled to a change order equitably adjusting its Services and fee, upon providing supporting documentation for such adjustment.

7.1 Limitation of Liability. Client and Consultant have evaluated the Risks and rewards associated with the Services, including Consultant's fee relative to the risks assumed, and agree to allocate certain of the associated risks. To the fullest extent permitted by law, the total aggregate liability of Consultant (and its related corporations and employees) to Client and third parties granted reliance is limited to the greater of \$10,000 or Consultant's Fee, for any injuries, damages, claims, losses, or expenses (including attorney and expert fees) arising out of Consultant's Services or this Contract. This limitation shall not apply to the extent Professional Liability Insurance coverage is available, or to the extent the damage is paid under Consultant's Commercial General Liability Policy.

8.1 Third Party Reliance. This Agreement and the Services provided are for Consultant and Client's sole benefit and exclusive use with no third party beneficiaries intended. Reliance upon the Services and any work product is limited to Client, and is not intended for third parties other than those who have executed Consultant's reliance agreement, subject to the prior approval of Consultant and Client.

9.1 Site Electrical Power. If Applicable. At no cost or expense to Consultant, the City shall furnish Consultant electrical power with respect to the Services and arrange for the marking of private utilities and subterranean structures, if applicable. Consultant shall take reasonable precautions to avoid damage or injury to subterranean structures or utilities. Consultant shall not be responsible for damage to subterranean structures or utilities that are not called to Consultant's attention, are not correctly marked, including by a utility locate service, or are incorrectly shown on the plans furnished to Consultant. Consultant's personnel shall coordinate their activities with and avoid interference with the City's employees during the work schedule.

10.1 Warranties and Representations.

- .1 Consultant represents and warrants that Consultant has full power and authority to enter into this Contract and to carry out the Services contemplated by this Contract.
- .2 Consultant represents and warrants that it will perform the Services in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. **EXCEPT FOR THE STANDARD OF CARE PREVIOUSLY STATED AND WARRANTIES IMPOSED BY LAW, INCLUDING WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, CONSULTANT MAKES NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO CONSULTANT'S SERVICES AND CONSULTANT DISCLAIMS ANY**

IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY. Consultant represents and warrants that Consultant will comply with all federal, state and local laws applicable to the performance of the Project under this Contract.

- 3 The Consultant represents and warrants that Consultant's execution, delivery, and performance of this Contract will not constitute: (i) a violation of any judgment, order, or decree binding on Consultant; (ii) a breach under any contract by which Consultant is bound; or (iii) an event that would, with notice or lapse of time, or both, constitute such a breach.
- 4 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. If Contractor *does not* have a current business license in North Little Rock or another city in Arkansas, Contractor must obtain a North Little Rock Business License from the North Little Rock City Clerk prior to executing this Agreement. If Contractor *does* have a current business license from another city in Arkansas, Contractor shall provide a copy of such license at the time Contractor submits the executed Agreement. Contractor shall also ensure that all permitted subcontractors are similarly licensed and qualified.

11.1 Remote or Speculative Damages. Neither party will be liable for breach of Contract damages that the breaching party could not reasonably have foreseen on entry into this Contract.

12.1 Termination. The term of this Contract will commence on the Effective Date and will continue in effect unless earlier terminated pursuant to the terms of this Contract.

12.2 Termination for Cause. City may terminate this Contract upon written notice if Consultant has materially breached any provision of this Contract and has not cured such breach within ten

(10) days after receiving written notice from the non-breaching party describing such breach in reasonable detail and stating the non-breaching party's intent to terminate this Contract. Consultant shall be liable for any and all reasonable costs incurred by the City as a result of such default, including but not limited to re-procurement costs of the same or similar services defaulted by Consultant under this Contract.

12.3 Consultant may terminate this Contract by giving City at least ten (10) days advance written notice. Consultant shall be liable for any and all reasonable costs incurred by City as a result of such default, including but not limited to re-procurement costs of the same or similar services defaulted or not provided by Consultant under this Contract.

12.4 Termination for Convenience. The City may terminate this Contract at any time, in whole or part, by giving Consultant ten (10) days' written notice thereof. Within thirty (30) days of the City's receipt of Consultant's final billing, the City shall pay Consultant for Services rendered to date of termination, and those costs determined by the City to be reasonably necessary to effect such termination. Payment of such compensation is the sole and exclusive remedy of the

Consultant for termination of this Contract by City hereunder and the Consultant shall not be entitled to, and hereby waives, claims for lost profits and all other damages and expenses.

12.5 Return of Documents. Upon termination, any and all City documents or materials provided to Consultant and any and all of Consultant's documents and materials prepared for or relating to the performance of its duties under this Contract, shall be delivered to the City no later than thirty (30) days after termination.

13.1 Dispute Resolution. City and Consultant agree to negotiate each dispute between them in good faith during the thirty (30) days after written notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated by using an alternative dispute resolution service in Pulaski County, Arkansas, mutually agreed upon by the parties with the costs being shared equally by the parties. If mediation is unsuccessful, the parties may exercise their rights at law in a court of competent jurisdiction in Pulaski County, Arkansas.

14.1 Subsurface Explorations. Subsurface conditions throughout the site may vary from those depicted on logs of discrete borings, test pits, or other exploratory services. City understands Consultant's layout of boring and test locations is approximate and that Consultant may deviate a reasonable distance from those locations. Consultant will take reasonable precautions to reduce damage to the site when performing Services; however, City accepts that invasive services such as drilling or sampling may damage or alter the site. Site restoration is not provided unless specifically included in the Services.

15.1 Testing and Observations. City understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. Consultant will provide test results and opinions based on tests and field observations only for the work tested. City understands that testing and observation are not continuous or exhaustive, and are conducted to reduce – not eliminate – project risks. City shall cause all tests and inspections of the site, materials, and Services performed by Consultant to be timely and properly scheduled in order for the Services to be performed in accordance with the plans, specifications, contract documents, and Consultant's recommendations. No claims for loss or damage or injury shall be brought against Consultant by City or any third party unless all tests and inspections have been so performed and Consultant's recommendations have been followed. City is responsible (even if delegated to contractor) for requesting services, and notifying and scheduling Consultant to so Consultant can perform these Services. Consultant is not responsible for damages caused by Services not performed due to a failure to request or schedule Consultant's Services. Consultant shall not be responsible for the quality and completeness of City's contractor's work or their adherence to the project documents, and Consultant's performance of testing and observation services shall not relieve City's contractor in any way from its responsibility for defects discovered in its work, or create a warranty or guarantee. Consultant will not supervise or direct the work performed by City's contractor or subcontractors and is not responsible for their means and methods.

16.1 Sample Disposition, Affected Materials and Release. Samples are consumed in testing or disposed of upon completion of the testing procedures (unless stated otherwise in the Services). City shall furnish or cause to be furnished to Consultant all documents and information known or

available to City that relate to the identity, location, quantity, nature, or characteristic of any hazardous waste, toxic, radioactive, or contaminated materials ("Affected Materials") at or near the site, and shall immediately transmit new, updated, or revised information as it becomes available. City agrees that Consultant is not responsible for the disposition of Affected Materials unless specifically provided in the Services, and that City is responsible for directing such disposition. In no event shall Consultant be required to sign a hazardous waste manifest or take title to any Affected Materials. City shall have the obligation to make all spill or release notifications to appropriate governmental agencies.

17.1 Insurance. Consultant represents that it now carries, and will continue to carry: (i) Workers' Compensation Insurance in accordance with the laws of State of Arkansas, and Employer's Liability Insurance (\$1,000,000); (ii) Commercial General Liability Insurance (\$1,000,000 Occurrence/\$2,000,000 Aggregate); (iii) Automobile Liability Insurance (\$1,000,000 Bodily Injury and Property Damage combined single limit); (iv) Professional Liability Insurance (\$1,000,000 Claim/Aggregate). Certificates of insurance will be provided prior to commencement of Services. Client and Consultant shall waive subrogation against the other on all shall, at Consultant's sole cost and expense, procure and maintain for the duration of this Contract proper and complete liability insurance in the amount required for Services of the type performed under this Contract, and Workers Compensation Insurance in accordance with the laws of the State of Arkansas. The City shall not be responsible in case of accident.

18.1 Indemnification. The Consultant 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:

- .1 claims by third persons against the City that the Project negligently has caused damage to property or bodily injury (including death); or
- .2 the negligent acts or omissions of the Consultant, its agents or employees in connection with this Contract; or
- .3 any defects in any equipment used by the Consultant; or
- .4 any breach or default in the performance of the obligations of the Consultant hereunder including any breach of warranties.
- .5 The Consultant's indemnification obligations hereunder shall not apply to the extent that any claim is caused by the gross negligence or misconduct of the City.

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

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

19.1 Work Product. All material, data, information, and written, graphic or other work produced under this Contract is subject to the unqualified and unconditional right of the City to use, reproduce, publish, display, and make derivative use of all such work, or any part of it, free of charge and in any manner and for any purpose; and to authorize others to do so. If any of the work is subject to copyright, trademark, service mark, or patent, Consultant now grants to the City a perpetual, royalty-free, nonexclusive and irrevocable license to use; reproduce, publish, use in the

creation of derivative works, and display and perform the work, or any part of it, and to grant to any third party a comparable and coextensive sublicense.

19.2 Consultant shall include in any subcontract with a third party for work under this Contract terms that preserve the rights, interest, and obligations created by this Section, and that identify the City as a third-party beneficiary of those provisions.

19.3 Consultant shall not utilize the work produced under this Contract for any profit-making venture or sell or grant rights to a third party for that purpose.

- 1 Upon completion of all work under this Contract, ownership and title to all custom letters, reports, documents, plans, specifications, and estimates and other products produced as part of this Contract (herein "Deliverables") will automatically be vested in the City; and no further agreement will be necessary to transfer ownership to the City. Consultant shall furnish the City all necessary copies of data needed to complete the review and approval process. Copies may be made for Consultant's records and marketing but shall not be furnished to others without the City's prior written authorization. Such Deliverables shall be deemed works made for hire and all rights in copyright therein shall be retained by City. All information derived from these Deliverables is deemed confidential and may not be disclosed to any other party without the express prior written consent of City. No information obtained during audit work performed under this Contract may be used by Consultant for any purpose (internal or external), nor may the information be discussed with others without the prior written consent of City.

- .2 Any sub-contract in excess of \$10,000 entered into as a result of this contract, shall contain all of the provisions of this Section.

20.1 Rebates, Kickbacks or Other Unlawful Consideration. The Consultant warrants that this Contract was not obtained or secured through rebates, kickbacks or other unlawful consideration, either promised or paid to any City employee. For breach or violation of this warranty, City shall have the right in its discretion to terminate the Contract without liability; to pay only for the value of the work actually performed; or to deduct from the contract price; or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

21.1 Notices. All notices and other communications pertaining to this Contract shall be in writing and shall be deemed duly to have been given if personally delivered to the other party or if sent by the United State Postal Service certified mail, return receipt requested, postage prepaid or by Federal Express, United Parcel or other nationally recognized overnight carrier. All notices or communication by the City and Consultant pertaining to this Contract shall be addressed as follows:

If to the City:

Attention: Mary Beth Bowman, Director, Construction and Building Services

700 W. 29th Street
North Little Rock, AR 72114

With a copy to: North Little Rock City Attorney:

Attention: Amy Beckman Fields, City Attorney
116 Main Street
North Little Rock, AR 72114

If to Contractor: Terracon Consultants, Inc..

Attention: Ryan Hix, E.I., Project Manager
25809 I-30 South
Bryant, AR 72022-9313

Either party may change its notification address by giving written notice to that effect to the other party in the manner provided herein.

22.1 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.

23.1 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 a 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.

24.1 No Assignment. The Project to be performed pursuant to this Contract is personal in nature, and Consultant 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.

25.1 Severability. If any portion of this Contract is held invalid, such invalidity shall not affect the validity of the remaining portions of the Contract, and the parties will substitute for any such invalid portion hereof a provision which best approximates the effect and intent of the invalid provision.

26.1 Survival of Obligations. All representations, indemnifications, warranties, insurance, and guarantees made in, required by, or given in accordance with the Agreement, as well as all continuing obligations indicated in the Agreement, will survive final payment, completion, and acceptance of the Work or termination or completion of the Agreement or termination of the services of Contractor.

27.1 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.

28.1 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.

29.1 No Presumption against Drafter. Each of the parties hereto has jointly participated in the negotiation and drafting of this Contract. In the event an ambiguity or a question of intent or interpretation arises, this Contract 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 Contract.

30.1 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. An original signature transmitted by facsimile or other electronic means shall be deemed to be original. A party, with the intent to be bound by or authenticate this Agreement, may use an electronic or digital signature method, which is: (a) unique to the person using it; (b) capable of verification; (c) under the sole control of the person using it; and (d) linked to data in such a manner that if the data are changed the electronic signature is invalidated.

31.1 Filing. This Contract 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 are on the Next Page]

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

6-26-24

Date

Terracon Consultants, Inc.

By:

David V. Hopkins
David V. Hopkins, P.G.
Senior Principal/Office Mgr. IV

6/24/2024

Date

ATTEST:

Diane Whitbey
Diane Whitbey, City Clerk

6/26/2024

Date

Approved as to Form:

CITY OF NORTH LITTLE ROCK

Amy Beckman Fields
City Attorney

By:

Mairee Bernards Miller
Deputy City Attorney

June 24, 2024
Date



June 19, 2024

City of North Little Rock
300 Main Street
North Little Rock, AR 72114



Attention: Ms. Mary Beth Bowman
P: (502) 975-8880
E: mbowman@nlr.ar.gov

Re: Proposal for Construction Materials Engineering Testing and Services, as modified
NLR Central Fire Station
13th & Main Street
North Little Rock, AR
Proposal Number: P35241072

Dear Ms. Bowman,

We appreciate the opportunity to submit our proposal to provide construction materials engineering and testing services for the above referenced project. This proposal describes our understanding of the project, the scope of services, and our budget estimate.

WHY TERRACON?

Terracon's Incident and Injury-Free Culture

Employee safety is a core value of Terracon and we are committed to an Incident and Injury-Free (IIF) workplace. It is our personal and organizational commitment at all levels of the company to everyone going home safe to their family every day. All employees are expected to perform their job assignments with safety as a primary objective. Terracon dedicates the time, resources, and equipment necessary for an IIF environment and no employee will be required to work in unsafe conditions.

Quality

Our USACE accredited facility helps assure you our facilities, staff, and procedures meet ASTM C1077 *Standard Practice for Agencies Testing Concrete and Concrete Aggregates for Use in Construction* and *Criteria for Testing Agency Evaluation*, AASHTO R18 *Standard Recommended Practice for Establishing and Implementing a Quality System for Construction Materials Testing Laboratories*, ASTM E329 *Standard Specification for Agencies Engaged in Construction Inspection, Testing, or Special Inspection*, and ASTM D3740 *Standard Practice for Minimum Requirements for Agencies Engaged in Testing and/or Inspection of Soil Rock as Used in Engineering Design and Construction*.

Terracon Consultants, Inc. 25809 I-30 South Bryant Arkansas 72022
P (501) 943 1050 F (501) 847 9210 terracon.com

Geotechnical



Environmental



Construction Materials



Facilities

Seamless Report Delivery and Budget Tracking



Project Work Plan and Schedule

- Benefits:** Scheduling – helps project team to quickly see resource availability and make assignments
- Techs with the right certifications available on your site
 - Expediting resources
 - Responding to workload fluctuations



Budget Tracking

- Benefits:**
- Constant communication – daily, weekly, monthly
 - Milestone notifications monitor your investment
 - Retest tracking for potentially significant savings



Field Observation, Data Collection, Reporting and Delivery

- Benefits:**
- Fast collection through hand-held devices, high-tech tablets, and laptops
 - Efficient transmittal of data to Project Manager
 - Keeps the project moving forward with seamless delivery of information



Communication of Results to All Parties

- Benefits:**
- E-mail notifications
 - Easy to read reports with third-party access
 - Close out – push of a button
 - Report library
 - Data storage
 - Final letters

A. PROJECT INFORMATION

Project Description

Item	Description
Location	The project site is located at the intersection of 13 th & Main Street in North Little Rock, AR.
Building Construction	The project includes a new central fire station building with associated parking lots and drives.
Pavements	Pavements will be asphalt and concrete.
Grading	Building Pad elevation will be FFE= 262.25, with cuts ranging from 2-10 feet across the site with 2-3 feet of fill in some areas.
Retaining Wall	We understand there are planned retaining walls with heights of 10-feet. <i>This proposal and contract exclude any scope of work in regards the retaining wall.</i>
Referenced Information	Civil Drawings – Thomas Engineering Company (5-6-24) Structural Drawings – Engineering Consultants, Inc. (5-3-34) Geotechnical Report – Terracon Report #35235180 (3-26-24)

B. SCOPE OF SERVICES

Based on our understanding of the project, we propose to provide the following scope of testing and observation services:

Earthwork related services could include:

- Observing proof rolling operations of subgrade soils before construction of floor slabs, pavement subgrade, or new fill;
- Performing laboratory moisture-density relationship, grain size analysis and Atterberg Limits on native or proposed fill soils; and base material; and
- Performing density testing on native soils, fill soils, and pavement base to determine the moisture content and percent compaction of the material.

Foundation related services could include:

- Observing footing excavations relative to size, depth, and presence of unsuitable soils; and
- Evaluating bearing soils at the base of selected foundations using appropriate field testing procedures.

Concrete related services:

- Field sampling and testing of concrete for slump, air content and temperature;
- Casting sets of (5) 4" x 8" cylinders (for every 50 cubic yards poured or daily) on the concrete foundations and floor slabs;
- Observing reinforcing steel placement prior to placement of concrete for floor slabs and building foundations; including number, size, spacing and configuration of bars; and
- Transporting, curing and testing concrete cylinders at the testing frequency specified.

Masonry Observation, and Mortar and Grout Testing

- Provide a qualified technician to observe the placement of reinforcing steel in CMU walls and bond beams on a part-time basis.
- Provide a qualified engineering technician to sample the fresh mortar during construction and cast mortar cubes (ASTM C109) for compression strength tests on a part-time basis.
- Provide a qualified technician to sample the fresh grout during construction and cast grout prisms (ASTM C1019) for compressive strength tests on a part-time basis.

Structural steel related services could include:

- Provide a Certified Welder Inspector (CWI) in the field to visually observe accessible field bolted/welded connections in accordance to applicable AISC and AWS specifications
- Shop testing and/or observations of structural steel members is not included with this proposal.

Asphalt related services could include:

- Performing laboratory moisture-density relationship, grain size analysis and Atterberg Limits on proposed base material;

- Performing density testing on base material to determine the moisture content and percent compaction of the material; and
- Establishing rolling pattern and observing asphalt placement, with periodic temperature and field density checks;

C. COMPENSATION

Observation and material testing services provided will be billed at the rates shown on the attached **Budget Estimate**. Based on the scope of services, we estimate a cost of approximately **\$28,390.00** for the quantity of rates shown on the **Budget Estimate**. Please note that this is only an estimate and not a not-to-exceed price.

An overtime premium of 1.5 times the hourly rate will apply for services provided Monday through Friday that are in excess of 8 hours per day and for services provided before 7:00 AM and after 5:00 PM, as well as for services provided on Saturday, Sunday and Terracon recognized Holidays. A fee of \$125 will be charged for same-day cancellations and/or same-day scheduling. Technician and consulting services will be billed at a four-hour minimum (portal to portal). The quantity of the work performed and factors beyond our control, such as weather and the contractor's schedule/efficiency, will affect the actual cost for our services. You will be invoiced at regular intervals but not less than monthly for services performed. Invoices for our services will be directed to the addressee of this letter unless we are directed otherwise. Payment is due within thirty (30) days following receipt of an invoice.

D. SITE ACCESS

Client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the services and will execute any necessary site access agreement. Terracon will be responsible for supervision and site safety measures for its own employees but shall not be responsible for the supervision or health and safety precautions for any third parties, including Client's contractors, subcontractors, or other parties present at the site.

E. TESTING AND OBSERVATION

The above services will be provided under an **As Requested** basis. Additionally, we request a 48-hour notice to schedule our services.

Client understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. Terracon will provide test results and opinions based on tests and field observation

only for the work tested. Client understands that testing and observation are not continuous or exhaustive and are conducted to reduce – not eliminate – project risk. Client agrees to the level or amount of testing performed and the associated risk. Client is responsible (even if delegated to contractor) for notifying and scheduling Terracon so Terracon can perform these services. Terracon shall not be responsible for the quality and completeness of Client's contractor's work or their adherence to the project documents, and Terracon's performance of testing and observation services shall not relieve contractor in any way from its responsibility for defects discovered in its work or create a warranty or guarantee. Terracon will not supervise or direct the work performed by contractor or its subcontractors and is not responsible for their means and methods.

G. AUTHORIZATION

This proposal may be accepted by signing the attached Agreement for Services and returning one copy along with this proposal to Terracon. This proposal is valid only if authorized within sixty days from the listed proposal date.

We appreciate the opportunity to be part of your team on this project. Please contact us if you have questions or comments regarding this proposal.

Sincerely,
Terracon Consultants, Inc.

Ryan Hix, E.I
Project Manager ■ Materials

Aaron Hunter, P.E.
Department Manager ■ Materials

Attachments: Exhibit A – Budget Estimate
Exhibit B – Unit Price Schedule
~~Exhibit C – Agreement for Services~~ MBM



Terracon Consultants, Inc.
25809 I-30 South
Bryant, Arkansas 72022

Exhibit A
Budget Estimate - Construction Material Testing
NLR Central Fire Station
June 19, 2024

Service	Events	Description	Quantity	Units	Unit Rates	Subtotal
Subgrade Evaluation / Engineered Fill Observation & Testing						
Field Engineer	2	4 hr trips	8	Hours	\$125.00 Per Hour	\$ 1,000.00
Engineering Technician II	12	4 hr trips	48	Hours	\$75.00 Per Hour	\$ 3,600.00
Nuclear Gauge Fee			12	Days	\$50.00 Per Day	\$ 600.00
Proctor, Atterberg, Sieve			3	Tests	\$425.00 Each	\$ 1,275.00
Vehicle Charge			14	Trips	\$50.00 Per Trip	\$ 700.00
Project Engineer			2	Hours	\$175.00 Per Hour	\$ 350.00
Project Management			8	Hours	\$145.00 Per Hour	\$ 1,160.00
Administration			6	Hours	\$60.00 Per Hour	\$ 360.00
					Subtotal	\$ 9,045.00
Building Structure (Footings, SOG & SOD) Concrete Observation & Testing						
Engineering Technician I	10	4 hr trips	40	Hours	\$60.00 Per Hour	\$ 2,400.00
Engineering Technician I (OT)	5	2 hr trips	10	Hours	\$90.00 Per Hour	\$ 900.00
Concrete Compression Tests	12	5 cyl sets	60	Cylinders, 4x8	\$20.00 Per Cylinder	\$ 1,200.00
Vehicle Charge			10	Trips	\$50.00 Per Trip	\$ 500.00
Project Management			10	Hours	\$145.00 Per Hour	\$ 1,450.00
Administration			10	Hours	\$60.00 Per Hour	\$ 600.00
					Subtotal	\$ 7,050.00
Masonry Observation & Testing						
Engineering Technician II	4	4 hr trips	16	Hours	\$75.00 Per Hour	\$ 1,200.00
Grout Compression Tests	4	4 prisms	16	Prisms, 3x6	\$25.00 Per Prism	\$ 400.00
Vehicle Charge			4	Trips	\$50.00 Per Trip	\$ 200.00
Project Management			4	Hours	\$145.00 Per Hour	\$ 580.00
Administration			4	Hours	\$60.00 Per Hour	\$ 240.00
					Subtotal	\$ 2,620.00
Structural Steel Observations						
Steel Inspector	3	6 hr trips	18	Hours	\$120.00 Per Hour	\$ 2,160.00
Vehicle Charge			3	Trips	\$50.00 Per Trip	\$ 150.00
Project Engineer			1	Hours	\$175.00 Per Hour	\$ 175.00
Project Management			2	Hours	\$145.00 Per Hour	\$ 290.00
Administration			2	Hours	\$60.00 Per Hour	\$ 120.00
					Subtotal	\$ 2,895.00
Asphalt Paving Testing & Observation - Paving						
Engineering Technician III	2	4 hr trips	8	Hours	\$100.00 Per Hour	\$ 800.00
Nuclear Gauge Fee			2	Days	\$ 50.00 Per Day	\$ 100.00
Vehicle Charge			2	Days	\$ 50.00 Per Day	\$ 100.00
Project Management			2	Hours	\$145.00 Per Hour	\$ 290.00
Administration			2	Hours	\$ 60.00 Per Hour	\$ 120.00
					Subtotal	\$ 1,410.00
Concrete Paving / Site Concrete Observation & Testing						
Engineering Technician I	4	3 hr trips	12	Hours	\$60.00 Per Hour	\$ 720.00
Engineering Technician I (OT)	4	2 hr trips	8	Hours	\$90.00 Per Hour	\$ 720.00
Concrete Compression Tests	8	5 cyl sets	40	Cylinders, 4x8	\$20.00 Per Cylinder	\$ 800.00
Vehicle Charge			4	Trips	\$50.00 Per Trip	\$ 200.00
Project Management			4	Hours	\$145.00 Per Hour	\$ 580.00
Administration			4	Hours	\$60.00 Per Hour	\$ 240.00
					Subtotal	\$ 3,260.00
Sample Pick-Ups						
Engineering Technician I	10	2 hr trips	20	Hours	\$60.00 Per Hour	\$ 1,200.00
Vehicle Charge			10	Trips	\$50.00 Per Trip	\$ 500.00
Project Management			2	Hours	\$145.00 Per Hour	\$ 290.00
Administration			2	Hours	\$60.00 Per Hour	\$ 120.00
					Subtotal	\$ 2,110.00
ESTIMATED COST						\$ 28,390.00

Notes

¹ Technician and Consulting Services will be billed at a 4-hour minimum

² Estimate was created without the use of a construction schedule

³ **Estimate does not include Retaining Wall Observations / Inspections**

⁴ Estimate includes Testing/Inspections of Additional Parking Lot (across Maple Street)

Terracon
Schedule of Services and Fees – 2024
Construction Materials Testing Services
Little Rock, Arkansas

I. PERSONNEL

Engineering Technician I	\$60.00/hour*
Engineering Technician II	75.00/hour*
Engineering Technician III	100.00/hour*
Clerical/Administrative Staff	60.00/hour*
Structural Steel Inspector	120.00/hour*
Field Engineer.....	125.00/hour*
Project Manager.....	145.00/hour*
Project Engineer.....	175.00/hour*

**An overtime premium of 1.5 times the hourly rate will apply for services provided Monday through Friday that are in excess of 8 hours per day and for services provided before 7:00 AM and after 5:00 PM, as well as for services provided on Saturday, Sunday and Terracon recognized Holidays.*

**Technician and Consulting Services will be billed at a 4-hour minimum, except for sample pickup*

II. EXPENSES AND SUPPLIES

Vehicle Charge (within 30 mile radius of Terracon office)	\$50/day
Mileage (for jobs outside of 30 mile radius)	1.00/mile
Nuclear Density Gauge	50.00/day
Per Diem	175.00/day
Miscellaneous charges, including analytical laboratory tests, ...	Cost + 20%
shipping charges, rental equipment, outside labor, public transportation, materials, permit fees or other contracted services	

III. SOIL LABORATORY TESTING

Atterberg Limits Determination (LL, PL)	\$100.00/test
Sieve Analysis (Washed over #200 sieve)	105.00/test
Moisture Content Determination	10.00/test
Laboratory CBR	375.00/test
Modified Proctor (ASTM D 1557)	275.00/each
Standard Proctor (ASTM D 698)	225.00/each

IV. CONCRETE AND MASONRY

Compressive Strength of 6" x 12" Cylinder (ASTM C 39)	\$28.00/each
Compressive Strength of 4" x 8" Cylinder (ASTM C39)	20.00/each
Special capping for irregular surface of concrete cylinders.....	25.00/each
Compressive Strength of 3" x 6" Grout Prism	25.00/each
Compressive Strength of 2" Mortar Cube or 3" Cylinder	25.00/each

V. HOT MIX ASPHALTIC CONCRETE

Extraction (ASTM D 2172) (including gradation)	\$275.00/each
Asphalt Cement by ignition (including gradation).....	175.00/each
Marshall Stability Flow and Density Specimens (ASTM D 1559) (already mixed)...	75.00/each
Set of 3 samples.....	220.00/set
Core Height and Density (field cut).....	80.00/each
Theoretical Maximum Specific Gravity (ASTM D 2041)	150.00/test
Laboratory remolded unit weight of hot mix asphaltic concrete	\$175/each

Additional services are available upon request.



Terracon Consultants, Inc.
25809 I-30 South
Bryant, Arkansas 72022

Exhibit A
Budget Estimate - Construction Material Testing
NLR Central Fire Station - Cost to Complete
March 12, 2025

Service	Events	Description	Quantity	Units	Unit Rates	Subtotal
Subgrade Evaluation / Engineered Fill Observation & Testing						
Engineering Technician III	4	4 hr trips	16	Hours	\$100.00 Per Hour	\$ 1,600.00
Vehicle Charge			4	Trips	\$50.00 Per Trip	\$ 200.00
Project Engineer			1	Hours	\$175.00 Per Hour	\$ 175.00
Project Management			3	Hours	\$145.00 Per Hour	\$ 435.00
Administration			2	Hours	\$60.00 Per Hour	\$ 120.00
					Subtotal	\$ 2,530.00
SOD Concrete Observation & Testing - (1 remaining)						
Engineering Technician I	1	4 hr trips	4	Hours	\$60.00 Per Hour	\$ 240.00
Engineering Technician I (OT)	1	4 hr trips	4	Hours	\$90.00 Per Hour	\$ 360.00
Concrete Compression Tests	2	5 cyl sets	10	Cylinders, 4x8	\$20.00 Per Cylinder	\$ 200.00
Vehicle Charge			1	Trips	\$50.00 Per Trip	\$ 50.00
Project Management			1	Hours	\$145.00 Per Hour	\$ 145.00
Administration			1	Hours	\$60.00 Per Hour	\$ 60.00
					Subtotal	\$ 1,055.00
Structural Steel Observations						
Steel Inspector	2	8 hr trips	16	Hours	\$120.00 Per Hour	\$ 1,920.00
Vehicle Charge			2	Trips	\$50.00 Per Trip	\$ 100.00
Project Engineer			1	Hours	\$175.00 Per Hour	\$ 175.00
Project Management			2	Hours	\$145.00 Per Hour	\$ 290.00
Administration			2	Hours	\$60.00 Per Hour	\$ 120.00
					Subtotal	\$ 2,605.00
Asphalt Paving Testing & Observation - Paving						
Engineering Technician III	1	4 hr trips	4	Hours	\$ 100.00 Per Hour	\$ 400.00
Nuclear Gauge Fee			1	Days	\$ 50.00 Per Day	\$ 50.00
Vehicle Charge			1	Days	\$ 50.00 Per Day	\$ 50.00
Project Management			1	Hours	\$ 145.00 Per Hour	\$ 145.00
Administration			1	Hours	\$ 60.00 Per Hour	\$ 60.00
					Subtotal	\$ 705.00
Concrete Paving / Site Concrete Observation & Testing						
Engineering Technician I	4	4 hr trips	16	Hours	\$60.00 Per Hour	\$ 960.00
Engineering Technician I (OT)	4	4 hr trips	16	Hours	\$90.00 Per Hour	\$ 1,440.00
Concrete Compression Tests	8	5 cyl sets	40	Cylinders, 4x8	\$20.00 Per Cylinder	\$ 800.00
Vehicle Charge			4	Trips	\$50.00 Per Trip	\$ 200.00
Project Management			4	Hours	\$145.00 Per Hour	\$ 580.00
Administration			4	Hours	\$60.00 Per Hour	\$ 240.00
					Subtotal	\$ 4,220.00
Sample Pick-Ups						
Engineering Technician I	5	2 hr trips	10	Hours	\$60.00 Per Hour	\$ 600.00
Vehicle Charge			5	Trips	\$50.00 Per Trip	\$ 250.00
					Subtotal	\$ 850.00
					ESTIMATED COST	\$ 11,965.00