

UNION COUNTY BOARD OF EDUCATION CONTRACT ROUTING SHEET

Contractor Name: Terracon Consultants
 Address: 2701 Westport Road
 City, State, Zip: Charlotte, NC 28208
 Contact Name: Jeff Yoder
 Telephone Number: 704.509.1777

UCPS Contract Number: 3-97306094

Purpose of Contract (location and brief description): East Elementary School-Construction Material Testing

Submitting Department: Facilities Department

Date Submitted: 06.13.2023

Budget Account Number: ESES BOND-ESES306-CONSTRUCT

Funding Source: DS DM

Contract Amount: \$ 189,346.25

Contract Period: August 1, 2025

UCPS Employee to Contact: Penny Helms, Randy Mullis

Phone Number: 704-296-3160

NOTE: Individuals listed below should initial, date, and forward this form after completing their responsibilities relating to this Contract.

1. Approved by Fund Owner/Acquire Vendor Signature and proper
Insurance Certificate with UCBOE NAMED as
CERTIFICATE HOLDER.

INITIAL

DATE

A. Insurance Certificate Reviewed/Approved by Risk Management

2. Approved by Appropriate Representative(s) of UCPS:



UCPS Project Coordinator

DS
SH



UCPS Department Head/School Principal

DS
RJM



Asst. Supt. for Administration & Operations

DS
CM



Asst. Supt. for Human Resources



Asst. Supt. for Instructional Programs Asst.



Asst. Supt. of Student Support



Chief School Performance Officer



Chief Technology Officer

FORWARD TO UCPS GENERAL COUNSEL OFFICE

DS
SS

DS
KB

DS
MM

3. Approved by Legal Counsel

FORWARD TO SUPERINTENDENT/BOARD OF EDUCATION

4. Approved by Superintendent/Board of Education

FORWARD TO FINANCE

6. Pre-audited by Representative of Finance Officer

DS
SM

AGREEMENT

East Elementary School Construction Material Services

This Contract is made and entered into this 2nd, day of May, 2023 between The Union County Board of Education ("UCBOE") located at 400 North Church Street, Monroe, North Carolina 28112 and Terracon Consultants located at 2701 Westport Road, Charlotte, North Carolina 28208. ("Consultant")

For and in consideration of the mutual promises set forth in this Contract, the parties do mutually agree as follows:

Obligations of Consultant.

The Consultant will provide professional services ("Services") as described within the Scope of Work identified within the Request for Qualifications, Consultant's Response, and Proposal P71231043 incorporated herein by reference as Exhibit 1.

Individual task will be assigned in writing on a project by project basis by an authorized representative of UCBOE. Such writing shall be in the form of a standard UCPS Notice to Proceed ("Notice to Proceed"), such Notice to Proceed is to specify the specific services and/or goods desired by UCBOE and the compensation that the Consultant will be paid for providing the requested Services and/or Goods. Consultant will be deemed to have accepted the Notice to Proceed and be obligated to provide the Services and or Goods outlined in the Notice to Proceed in accordance with the price and other terms of the Notice to Proceed, and the terms and conditions hereof, unless within 24 hours after issuance of Notice to Proceed Consultant notifies the Project Coordinator (as hereinafter defined) in writing that it does not accept the Notice to Proceed and will not provide the requested Services and/or Goods. Contract begins upon date of execution and shall be valid through final acceptance of the East Elementary School GMP project. The Consultant agrees to perform the Services in a timely, complete, and professional manner and in accordance with the terms and conditions of this Contract.

Furthermore, the Consultant represents and warrants that (i) it is duly qualified to provide the Services, (ii) it will provide the Services in a manner consistent with the level of care and skill ordinarily exercised by others practicing under similar conditions, (iii) it possesses sufficient experience, personnel, and resources to complete the Services, and (iv) it shall perform the Services in compliance with applicable laws, statutes, ordinances, codes, orders, rules and regulations. Consultant acknowledges that the Contract Time under which Services to be provided include UCBOE and other governing agencies review time, must be strictly adhered to by Consultant, and that each milestone phase must be met by Consultant, as well as the final completion date.

Consultant shall perform its services on an as-requested basis with scheduling by Owner. The Consultant recognizes that the project assigned under this Agreement is to be performed as expeditiously as is practical.

In the event Consultant is delayed in the progress of providing the Services, through no fault of Consultant, then Consultant may be entitled to an extension of the Contract Time. If a delay in the schedule is approved by the UCBOE, the schedule will be amended and the Consultant will complete the work within the amended schedule at no additional cost to the UCBOE.

INSURANCE. In addition to the insurance required pursuant to Section 16 of the Standard Terms and Conditions, the Consultant certifies that it currently has and agrees to purchase and maintain during its performance under the Contract the following insurance from one or more insurance companies acceptable to the UCBOE and authorized to do business in the State of North Carolina:

Professional Liability Insurance

The Consultant will be required to take out and maintain Professional Liability Insurance providing liability insurance limits at least in the amount of \$1,000,000. The Consultant will be required to maintain this coverage for a period of at least two (2) years beyond substantial completion of the contract.

Failure to furnish insurance certificates or to maintain such insurance shall be a default under this Contract and shall be grounds for immediate termination of this Agreement.

PROFESSIONAL CONSULTANTS/SUBCONTRACTORS. The Consultant agrees to provide the names of persons or entities with which the Consultant intends to contract for the performance of specialized portions of the services described in this Contract to UCBOE. UCBOE and/or Owner's representatives shall promptly inform the Consultant whether there is reasonable objection to any person or entity described therein. The Consultant shall not contract with a proposed person or entity to which a reasonable and prompt objection has been raised. If there is an objection to a person or entity proposed by the Consultant, the Consultant shall furnish in writing the name of an alternate to whom there is no objection.

If the Consultant desires to change such persons or entities during the term of this Contract, the Consultant shall notify UCBOE in writing of any proposed changes, and UCBOE shall promptly inform the Consultant whether there are reasonable objections to such change.

This contract does not grant the Consultant the right or the exclusive right to provide specified services to UCBOE. Similar services may be obtained from sources other than the Consultant (or not at all) at the discretion of the UCBOE.

The Consultant shall begin work immediately upon in accordance with instructions from UCBOE.

The Consultant represents and warrants that (i) it is duly qualified and licensed to provide the Services, (ii) it will provide the Services in a manner consistent with the level of care and skill ordinarily exercised by Consultants providing similar services under similar conditions, (iii) it possesses sufficient experience, personnel, and resources to complete the Services, (iv) it shall perform the Services in compliance with applicable laws, statutes, ordinances, codes, orders, rules and regulations, and (v) its reports, if any, shall be complete, accurate, and unambiguous.

Obligations of UCBOE. UCBOE agrees to pay the Consultant for the faithful performance of this Contract on a task by task basis. A Notice to Proceed will be issued in the amount of \$189,346.25 (One Hundred Eighty-Nine Thousand, Three Hundred Forty-Six Dollars and Twenty-Five Cents).

The amount due to the Consultant will be based on the hourly rate provided within Proposal P71231043 for a particular work assignment shall not exceed the amount shown on the Notice to Proceed without prior approval of Owner.

Project Coordinator. Randy Mullis is designated as the Project Coordinator for the UCBOE. The Project Coordinator shall be the UCBOE's representative in connection with the Consultant's performance under this Contract. The UCBOE has complete discretion in replacing the Project Coordinator with another person of its choosing.

Consultant Project Manager. Jeff Yoder is designated as the Project Manager for the Consultant. The Project Manager is fully authorized to act on behalf of the Consultant in connection with this Contract. Substitution of Project Manager must be presented to UCBOE Project Coordinator with a minimum of 24 hour notice and shall include contact information of the newly selected Project Manager.

Terms and Methods of Payment. UCBOE will make payment after invoices are approved on a net 30 day basis. Failure to submit all required documents will delay payment. UCBOE will not pay for services or materials in advance without the prior approval of the Finance Officer.

Additional Provisions. Consultant agrees to the Standard Terms and Conditions set forth as Attachment A attached hereto and incorporated herein by reference, provided that the parties agree Consultant is not providing goods or information technology services under this Agreement. Therefore, clauses included in Attachment A related specifically to the provision of goods or information technology products/services shall not be applied to Consultant.

Counterpart Execution. This Contract may be executed and recorded in two or more counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument. Each party shall be entitled to rely upon executed copies of this Contract transmitted by facsimile or electronic "PDF" to the same and full extent as the originals.

**[THE REST OF THIS PAGE HAS BEEN LEFT BLANK INTENTIONALLY]
[SIGNATURES ON NEXT PAGE]**

IN WITNESS WHEREOF, UCBOE and Consultant have executed this Contract on the day and year first written above.

Terracon Consultants, Inc.

Consultant

DocuSigned by:

Chad Anderson

7/3/2023 | 6:07 AM PDT

Signature of Authorized

Date

Representative Chad Anderson

Department Manager

Printed Name

Title

42-1249917

Contractor's Federal Identification #

[if Contract is with Organization or Social Security Number if individual]

THE UNION COUNTY BOARD OF EDUCATION

DocuSigned by:

Kathy Heintel

7/5/2023 | 10:36 AM EDT

Board Chairperson

Date

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

Shanna McLamb

7/5/2023 | 5:44 AM PDT

Finance Officer

Date

APPROVED AS TO FORM:

DocuSigned by:

Michele Morris

6/23/2023 | 9:06 AM PD

School Board Attorney

Date

REVIEWED BY:

DocuSigned by:

Sara Hymel

Division of Insurance and Risk Management

Attachment A

Standard Terms and Conditions

I. Standard Terms and Conditions for All Contracts

1. **Acceptance.** Contractor's execution of this Contract and/or acknowledgment of the terms of any applicable purchase order ("Purchase Order"), without timely express written objection, or Contractor's shipment or performance of any part of a Purchase Order, constitutes an agreement to (i) all terms and conditions set forth or referenced herein and on the face of a Purchase Order, (ii) on any attachments hereto, (iii) any applicable solicitation documentation related to hereto (including without limitation any request for proposals or invitation for bids or Contractor's response thereto), and (iv) any other terms and conditions of a written agreement signed by Contractor and UCBOE that deals with the same subject matter (collectively, the "Contract Documents"). The terms and provisions set forth in the Contract Documents shall constitute the entire agreement between Contractor and UCBOE with respect to the purchase by UCBOE of the Services and/or Goods (the "Goods" and/or "Services," as appropriate) provided or work performed as described in the Contract Documents. The agreements set forth in the Contract Documents are sometimes referred to herein as the "Contract." In the event of any conflict between any terms and conditions of the Contract Documents, the terms and conditions most favorable to UCBOE shall control. A Purchase Order constitutes an offer by UCBOE and expressly limits acceptance to the terms and conditions stated therein. No additional or supplemental provision or provisions in variance herewith that may appear in Contractor's quotation, acknowledgment, invoice, or in any other communication from Contractor to UCBOE shall be deemed accepted by or binding on UCBOE. UCBOE hereby expressly rejects all such provisions which supplement, modify or otherwise vary from the terms of the Contract Documents, and such provisions are superseded by the terms and conditions stated in the Contract Documents, unless and until UCBOE's authorized representatives expressly assent, in writing, to such provisions. Stenographic and clerical errors and omissions by UCBOE are subject to correction.
2. **Quantities.** Shipments must equal exact amounts ordered unless otherwise agreed in writing by UCBOE. The award of a term contract neither implies nor guarantees any minimum or maximum purchases.
3. **Prices.** If Contractor's price or the regular market price of any of the Goods covered hereunder is lower than the price stated in the Contract Documents on the date of shipment of such Goods, Contractor agrees to give UCBOE the benefit of such lower price on any such Goods. In no event shall Contractor's price be higher than the price last quoted or last charged to UCBOE unless otherwise agreed in writing. No charges for transportation, boxing, crating, etc. are allowable unless such charges are included in the Contract Documents.
4. **Invoices.** It is understood and agreed that orders will be shipped at the established Contract prices in effect on dates orders are placed. Invoicing at variance with this provision may subject the Contract to cancellation. Applicable North Carolina sales tax shall be invoiced as a separate item. Invoices shall be sent to UCBOE's accounts payable department with a copy to UCBOE Project Coordinator.
5. **Freight on Board.** All shipments of Goods are FOB destination unless otherwise stated in the Contract Documents.
6. **Taxes.** Taxes are included in the Contract Price. Applicable taxes shall be invoiced as a separate item for UCBOE's records.
7. **Payment Terms.** Payment terms are Net 30 days after receipt of correct invoice or acceptance of Goods, whichever is later.

8. Condition and Packaging. Unless otherwise provided by special terms and conditions or specifications, it is understood and agreed that any item offered or shipped has not been sold or used for any purpose and shall be in first class condition. All containers/packaging shall be suitable for handling, storage or shipment.
9. Delays in Shipment. Time and date of delivery are of the essence, except when delay is due to causes beyond Contractor's reasonable control and without Contractor's fault or negligence.
10. Risk of Loss. Contractor shall have the risk of loss of and damage to the Goods subject to the Contract Documents until such Goods are delivered to the destination and accepted by UCBOE or its nominee.
11. Rejection. All Goods shall be received subject to UCBOE's inspection. Goods that are defective in workmanship or material or otherwise not in conformity with the requirements of the Contract Documents may be rejected and returned at Contractor's expense or may be accepted at a reduced price. UCBOE may require Contractor to promptly replace or correct any rejected Goods Services and, if Contractor fails to do so, UCBOE may contract with a third party to replace such Goods Services and charge Contractor the additional cost.
12. Warranties. Section Removed
13. Compliance with All Laws. Contractor warrants that all performance hereunder shall be in accordance with all applicable federal, state and local laws, regulations and orders. The right of Contractor to proceed may be terminated immediately by written notice if UCBOE determines that Contractor, its agent or another representative, has violated any provision of law.
14. Use of Federal Funds. If the source of funds for this Contract is federal funds, the following federal provisions apply pursuant to 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II (as applicable): Equal Employment Opportunity (41 C.F.R. Part 60); Davis-Bacon Act (40 U.S.C. 3141-3148); Copeland "Anti-Kickback" Act (40 U.S.C. 3145); Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708); Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387); Debarment and Suspension (Executive Orders 12549 and 12689); Byrd Anti-Lobbying Amendment (31 U.S.C. 1352); Procurement of Recovered Materials (2 C.F.R. § 200.322); and Record Retention Requirements (2 CFR § 200.324)
15. Registered Sex Offenders. Contractor acknowledges that state law and school policy prohibit anyone registered or required to register as a sex offender from being present on any UCBOE Property for any reason, whether before, during or after school hours, or on or off of UCBOE Property. Contractor expressly agrees that it, and any of its employees, will comply with this policy and acknowledges that any individuals that violate this policy are subject to removal from UCBOE Property by school staff and/or law enforcement officials and may also be subject to criminal prosecution. "UCBOE Property" includes all property owned or operated by UCBOE, including school campuses and buildings, athletic fields, playgrounds, parking lots, bus stops, vehicles, school buses, activity buses and any other properties owned or controlled by UCBOE. If Contractor, any of Contractor's employees, or any of Contractor's subcontractors or employees of subcontractors will have any direct interaction with students, then Contractor or the subcontractor must (i) on an annual basis conduct a check of the N.C. Sex Offender and Public Protection Registration Program, the N.C. Sexually Violent Predator Registration Program and the National Sex Offender Registry for all such employees; and (ii) prohibit individuals listed on such registries from being on UCBOE Property.
16. Nondiscrimination. During the performance of the Contract, Contractor shall not discriminate against or deny the Contract's benefits to any person on the basis of sexual orientation, national origin, race, ethnic background, color, religion, gender, age or disability.
17. Conflict of Interest. Contractor represents and warrants that no member of UCBOE or any of its employees or officers who may obtain a direct benefit, personal gain or advantage for themselves or a relative or associate as a result of the Contract, subcontract or other agreement related to the Contract is in a position

to influence or has attempted to influence the making of the Contract, has been involved in making the Contract, or will be involved in administering the Contract. Contractor also represents and warrants that, if the Contract is funded by any amount of federal funds, no violation of 2 C.F.R. § 200.318(c) or any other applicable federal conflict of interest law has occurred or will occur. Contractor shall cause this paragraph to be included in all Contracts, subcontracts and other agreements related to the Contract.

18. **Gratuities.** Contractor represents and warrants that no member of UCBOE or any of its employees has been or will be offered or given a gratuity to an official or employee of UCBOE in violation of applicable law or policy.
19. **Kickbacks to Contractor.** Contractor shall not permit any kickbacks or gratuities to be provided, directly or indirectly, to itself, its employees, subcontractors or subcontractor employees for the purpose of improperly obtaining or rewarding favorable treatment in connection with a UCBOE Contract or in connection with a subcontract relating to a UCBOE Contract. When Contractor has grounds to believe that a violation of this clause may have occurred, Contractor shall promptly report to UCBOE in writing the possible violation.
20. **Iran Divestment Act.** Contractor certifies that, as of the date listed below, it is not on the Final Divestment List, as created by the State Treasurer pursuant to N.C.G.S. § 143-6A-4, in violation of the Iran Divestment Act. In compliance with the requirements of the Iran Divestment Act and N.C.G.S. § 143C-6A-5(b), Contractor shall not utilize in the performance of the contract any subcontractor that is identified on the Final Divestment List. The Final Divestment List can be found on the State Treasurer's website at the address www.nctreasurer.com/Iran and should be updated every 180 days.
21. ***Divestment from Companies that Boycott Israel.*** The Contractor certifies that it has not been designated by the North Carolina State Treasurer as a company engaged in the boycott of Israel pursuant to N.C.G.S. 147-86.81. It is the responsibility of each vendor or contractor to monitor compliance with this restriction. Contracts valued at less than \$1,000.00 are exempt from this restriction.
22. **E-Verification.** Contractor shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes
23. **Indemnification.** Contractor shall indemnify and hold harmless UCBOE, its officers, agents, employees and assigns from and against all claims, losses, costs, damages, expenses, reasonable attorneys' fees and liability that any of them may sustain (a) arising out of Contractor's failure to comply with any applicable law, ordinance, regulation, or industry standard or (b) arising directly or indirectly out of Contractor's negligent performance or lack of performance of the terms and conditions of the Contract. In the event that any Services and/or Goods sold and delivered or sold and performed under the Contract Documents do not meet the required industry standard in any respect whatsoever, Contractor shall indemnify and save harmless UCBOE, its officers, agents, employees and assigns from all loss or the payment of all sums of money by reason of all accidents, injuries or damages to persons or property that shall happen or occur in connection with the use or sale of such Services and/or Goods and are contributed to by said condition. In the event Contractor, its employees, agents, subcontractors and or lower-tier subcontractors enter premises occupied by or under the control of UCBOE in the performance of the Contract Documents, Contractor agrees that it will indemnify and hold harmless UCBOE, its officers, agents, employees and assigns, from any loss, costs, damage, expense or liability by reason of property damage or personal injury of whatsoever nature or kind arising out of, as a result of, or in connection with such entry.
24. **Insurance.** Unless such insurance requirements are waived or modified by UCBOE or risk management ("DIRM"), Contractor certifies that it currently has and agrees to purchase and maintain during its performance under the Contract the following insurance from one or more insurance companies acceptable to UCBOE and authorized to do business in the State of North Carolina: Automobile - Contractor shall maintain bodily injury and property damage liability insurance covering all owned, non-owned and hired automobiles. The policy limits of such insurance shall not be less than \$1,000,000 combined single limit each person/each occurrence. Commercial General Liability - Contractor shall maintain commercial general liability insurance that shall protect Contractor from claims of bodily injury or property damage which arise from performance under the Contract. This insurance shall include coverage for contractual liability. The policy limits of such insurance shall not be less than \$1,000,000 combined single limit each occurrence/annual aggregate. Worker's Compensation and Employers' Liability Insurance - If applicable to Contractor, Contractor shall meet the statutory requirements of the State of North Carolina for worker's

compensation coverage and employers' liability insurance. Contractor shall also provide any other insurance or bonding specifically recommended in writing by the DIRM or required by applicable law. Certificates of such insurance shall be furnished by Contractor to UCBOE and shall contain the provision that UCBOE be given 30 days' written notice of any intent to amend or terminate by either Contractor or the insuring company. Failure to furnish insurance certificates or to maintain such insurance shall be a default under the Contract and shall be grounds for immediate termination of the Contract.

25. Termination for Convenience. In addition to all of the other rights which UCBOE may have to cancel this Contract or an applicable Purchase Order, UCBOE shall have the further right, without assigning any reason therefore, to terminate the Contract (or applicable Purchase Order), in whole or in part, at any time at its complete discretion by providing 10 days' notice in writing from UCBOE to Contractor. If the Contract is terminated by UCBOE in accordance with this paragraph, Contractor will be paid in an amount which bears the same ratio to the total compensation as does the Services and/or Goods actually delivered or performed to the total originally contemplated in the Contract. UCBOE will not be liable to Contractor for any costs for completed Goods, Goods in process or materials acquired or contracted for if such costs were incurred prior to the date of this Contract or an applicable Purchase Order.
26. Termination for Default. UCBOE may terminate the Contract, in whole or in part, immediately and without prior notice upon breach of the Contract by Contractor. In addition to any other remedies available to UCBOE law or equity, UCBOE may procure upon such terms as UCBOE shall deem appropriate, Services and/or Goods substantially similar to those so terminated, in which case Contractor shall be liable to UCBOE for any excess costs for such similar goods, supplies, or services and any expenses incurred in connection therewith.
27. Contract Funding. It is understood and agreed between Contractor and UCBOE that UCBOE's obligation under the Contract is contingent upon the availability of appropriated funds from which payment for Contract purposes can be made. No legal liability on the part of UCBOE for any payment may arise until funds are made available to UCBOE's Finance Officer and until Contractor receives notice of such availability. Should such funds not be appropriated or allocated, the Contract shall immediately be terminated. UCBOE shall not be liable to Contractor for damages of any kind (general, special, consequential or exemplary) as a result of such termination.
28. Accounting Procedures. Contractor shall comply with any accounting and fiscal management procedures prescribed by UCBOE to apply to the Contract and shall assure such fiscal control and accounting procedures as may be necessary for proper disbursement of and accounting for all project funds.
29. Improper Payments. Contractor shall assume all risks attendant to any improper expenditure of funds under the Contract. Contractor shall refund to UCBOE any payment made pursuant to the Contract if it is subsequently determined by audit that such payment was improper under any applicable law, regulation or procedure. Contractor shall make such refunds within thirty (30) days after UCBOE notifies Contractor in writing that a payment has been determined to be improper.
30. Contract Transfer. Contractor shall not assign, subcontract or otherwise transfer any interest in the Contract without the prior written approval of UCBOE.
31. Contract Personnel. Contractor agrees that it has, or will secure at its own expense, all personnel required to provide the Services and/or Goods set forth in the Contract.
32. Key Personnel. Contractor shall not substitute for key personnel (defined as those individuals identified by name or title in the Contract Documents or in written communication from Contractor) assigned to the performance of the Contract without prior written approval from UCBOE Project Coordinator (the individual at UCBOE responsible for administering the Contract).
33. Contract Modifications. The Contract may be amended only by written amendment duly executed by both UCBOE and Contractor.
34. Relationship of Parties. Contractor is an independent contractor and not an employee of UCBOE. The conduct and control of the work will lie solely with Contractor. The Contract shall not be construed as establishing a joint venture, partnership or any principal-agent relationship for any purpose between Contractor and UCBOE. Employees of Contractor shall remain subject to the exclusive control and supervision of Contractor, which is solely responsible for their compensation.
35. Advertisement. The Contract will not be used in connection with any advertising by Contractor without prior written approval by UCBOE.

36. **Monitoring and Evaluation.** Contractor shall cooperate with UCBOE, or with any other person or agency as directed by UCBOE, in monitoring, inspecting, auditing or investigating activities related to the Contract. Contractor shall permit UCBOE to evaluate all activities conducted under the Contract. UCBOE has the right at its sole discretion to require that Contractor remove any employee of Contractor from UCBOE Property and from providing Services and/or Goods under the Contract following provision of notice to Contractor of the reasons for UCBOE's dissatisfaction with the Services and/or Goods of Contractor's employee.
 37. **Financial Responsibility.** Contractor is financially solvent and able to perform under the Contract. If requested by UCBOE, Contractor agrees to provide a copy of its latest audited annual financial statements or other financial statements as deemed acceptable by UCBOE's Finance Officer. In the event of any proceedings, voluntary or involuntary, in bankruptcy or insolvency by or against Contractor, the inability of Contractor to meet its debts as they become due or in the event of the appointment, with or without Contractor's consent, of an assignee for the benefit of creditors or of a receiver, then UCBOE shall be entitled, at its sole option, to cancel any unfilled part of the Contract without any liability whatsoever.
 38. **Governmental Restrictions.** In the event any governmental restrictions are imposed which necessitate alteration of the material, quality, workmanship or performance of the items offered prior to their delivery, it shall be the responsibility of the Contractor to notify, in writing, the issuing purchasing office at once, indicating the specific regulation which required such alterations. UCBOE reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the Contract.
 39. **Inspection at Contractor's Site.** UCBOE reserves the right to inspect, at a reasonable time, the equipment/item, plant or other facilities of a prospective contractor prior to Contract award, and during the Contract term as necessary for UCBOE determination that such equipment/item, plant or other facilities conform with the specifications/requirements and are adequate and suitable for the proper and effective performance of the Contract.
 40. **Confidential Information.** All information about UCBOE provided to the Contractor or its officers, employees, agents, representatives and advisors (the "Contractor Representatives"), and all copies or other full or partial reproductions thereof and notes, memoranda or other writings related thereto created by Contractor or any Contractor Representative, regardless of whether provided before or after the date of the Contract and regardless of the manner or medium in which it is furnished, is referred to as "Confidential Information". Confidential Information does not include any information that (a) is or becomes generally available to the public other than as a result of an impermissible disclosure by Contractor, (b) was known by or available on a nonconfidential basis to Contractor before it was disclosed by UCBOE or (c) becomes available to Contractor on a nonconfidential basis from a third party whom Contractor does not know to be bound by a confidentiality agreement with, or have an obligation of secrecy to, UCBOE. Except as and to the extent required by law or order or demand of any governmental or regulatory authority, Contractor and Contractor Representatives will (x) keep all Confidential Information confidential and (y) will only disclose or reveal any Confidential Information to Contractor Representatives who must have the information to fulfill Contractor's obligations under the Contract and who agree to observe the terms of this Section. Contractor and Contractor Representatives will not use the Confidential Information for any purpose other than fulfilling Contractor's obligations under the Contract. By way of example and not limitation, Contractor shall not sell, market, or commercialize Confidential Information, create derivative products or applications based on Confidential Information. If Contractor is requested or required, pursuant to applicable law or regulation or by legal process, to disclose any Confidential Information, Contractor will provide UCBOE with prompt and timely notice of the requests or requirements so that UCBOE can seek an appropriate protective order or other remedy and will not be prejudiced by delay. If UCBOE does not obtain a protective order or other remedy, Contractor will only disclose that portion of the Confidential Information which Contractor's legal counsel determines Contractor is required to disclose. Upon termination of the Contract or otherwise upon UCBOE's request, Contractor will promptly deliver to UCBOE all Confidential Information in the possession of Contractor or the Contractor Representatives.
- Student Information:** If, during the course of Contractor's performance of the Contract, Contractor should obtain any information pertaining to students or students' official records, Contractor agrees to keep any such information confidential and to not disclose or permit it to be disclosed, directly or indirectly, to any person or entity. The Contract shall not be construed by either party to constitute a waiver of or to in any manner diminish the provisions for confidentiality of students' records. Additionally, pursuant to N.C.G.S.

115C-401.1, it is unlawful for a person who enters into a contract with a local board of education to sell personally identifiable information that is obtained from a student as a result of that person's performance under the Contract.

Employee Personnel Information: If, during the course of Contractor's performance of the Contract, Contractor should obtain any information pertaining to employees of UCBOE's personnel records, Contractor agrees to keep any such information confidential and to not disclose or permit it to be disclosed, directly or indirectly, to any person or entity. This section will survive the termination of this Contract.

41. Intellectual Property. Contractor agrees, at its own expense, to indemnify, defend and save UCBOE harmless from all liability, loss or expense, including costs of settlement and attorney's fees, resulting from any claim that UCBOE's use, possession or sale of the Services and/or Goods infringes any copyright, patent or trademark or is a misappropriation of any trade secret.
42. No Pre-Judgment or Post-Judgment Interest. In the event of any action by Contractor for breach of contract in connection with the Contract, any amount awarded shall not bear interest either before or after any judgment, and Contractor specifically waives any claim for interest.
43. Background Checks. At the request of UCBOE's Project Coordinator, Contractor (if an individual) or any individual employees of Contractor shall submit to UCBOE criminal background check and drug testing procedures.
44. Mediation. If a dispute arises out of or relates to the Contract, or the breach of the Contract, and if the dispute cannot be settled through negotiation, the parties agree to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Rules before resorting to litigation.
45. No Third-Party Benefits. The Contract shall not be considered by Contractor to create any benefits on behalf of any third party. Contractor shall include in all contracts, subcontracts or other agreements relating to the Contract an acknowledgment by the contracting parties that the Contract creates no third-party benefits.
46. Force Majeure. If UCBOE is unable to perform its obligations or to accept the Services and/or Goods because of Force Majeure (as hereinafter defined), the time for such performance by UCBOE or acceptance of Services and/or Goods will be equitably adjusted by allowing additional time for performance or acceptance of Services and/or Goods equal to any periods of Force Majeure. "Force Majeure" shall mean any delays caused by acts of God, riot, war, terrorism, inclement weather, labor strikes, material shortages and other causes beyond the reasonable control of UCBOE.
47. Ownership of Documents; Work Product. All documents created pursuant to the Contract shall, unless expressly provided otherwise in writing, be owned by UCBOE. Upon the termination or expiration of the Contract, any and all finished or unfinished documents and other materials produced by Contractor pursuant to the Contract shall, at the request of UCBOE, be turned over to UCBOE. Any technical knowledge or information of Contractor which Contractor shall have disclosed or may hereafter disclose to UCBOE shall not, unless otherwise specifically agreed upon in writing by UCBOE, be deemed to be confidential or proprietary information and shall be acquired by UCBOE free from any restrictions as part of the consideration of the Contract.
48. Strict Compliance. UCBOE may at any time insist upon strict compliance with these terms and conditions notwithstanding any previous course of dealing or course of performance between the parties to the contrary.
49. General Provisions. UCBOE's remedies as set forth herein are not exclusive. Any delay or omission in exercising any right hereunder, or any waiver of any single breach or default hereunder, shall not be deemed to be a waiver of such right or of any other right, breach, or default. If action be instituted by Contractor hereunder, UCBOE shall be entitled to recover costs and reasonable attorney's fees. Contractor may not assign, pledge, or in any manner encumber Contractor's rights under this Contract or applicable Purchase Order or delegate the performance of any of its obligations hereunder, without UCBOE's prior, express written consent.
50. Contract Situs. All matters, whether sounding in contract or tort relating to the validity, construction, interpretation and enforcement of the Contract, will be determined in Union County, North Carolina. North Carolina law will govern the interpretation and construction of the Contract.

51. Severability. Any provision of this Contract that is determined by any court of competent jurisdiction to be invalid or unenforceable will not affect the validity or enforceability of any other provision. Any provision of the Contract held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

II. Additional Standard Terms and Conditions for Construction Contracts

1. Supervision and Provision for Labor and Supplies. The Contractor will supervise and direct the construction work (the "Work") and shall furnish, provide, and pay for all labor, materials, equipment, machinery, utilities, and services reasonably necessary for the execution and completion of the Work.
2. Coordination of Work and Notification of Progress. The Contractor agrees to coordinate its Work with the work of any other separate contractors or with the work of UCBOE's own forces to avoid delaying or interfering with their work. Contractor shall enforce good order and discipline among his employees and subcontractors on the Project. The Contractor further agrees to inform UCBOE on a regular basis or at UCBOE's request of the progress of the Work.
3. Provision for all Permits, Licenses, and Inspections. Unless otherwise provided, the Contractor shall secure and pay for all permits, licenses, and inspections necessary for the proper execution and completion of the Work.
4. Cleanliness. Contractor shall keep the Project reasonably free from waste materials or rubbish resulting from the Contractor's operations.
5. Additional Warranties. The Contractor warrants that the Contractor has visited the location of the Project and is familiar with all field conditions bearing upon the Contractor's performance of the Work; that the materials and equipment furnished under the Contract are of good quality and new (unless otherwise permitted); that the Work is non-negligent and meets or exceeds the standards ordinarily observed in the industry; and that the Work conforms to the requirements of the Contract and to all applicable codes, ordinances, laws, or regulations. The Contractor further warrants and promises that the Work shall be free from defects and nonconformities in materials and workmanship for a period of one year from the later of the Date of Completion, which is the date UCBOE accepts the Work or such date as the Contractor actually completes all the Work (the "Date of Completion"). During such period, the Contractor will remedy at Contractor's expense nonconformities or defects in the Work within a reasonable time after receiving notice thereof from UCBOE.
6. Indemnity for Subcontractor Payment. In addition to the indemnification obligations contained in the attached terms and conditions to this Contract, the Contractor further agrees to defend and indemnify UCBOE from and against all claims, damages, losses, and expenses, including reasonable attorneys' fees, arising out of the Contractor's failure to pay subcontractors or materials suppliers.
7. Change Orders. The Contractor agrees that UCBOE may order changes in the general scope of the Work, including additions, deletions, and similar revisions. The parties agree to adjust the Contract Price and Date of Completion to reflect the effects of such changes, which adjustments shall be authorized only upon execution of a written change order (a "Change Order"). In case of emergency or extenuating circumstances or if a construction contingency is provided as stated below, approval of changes may be obtained verbally by telephone or field orders approved by UCBOE Project Coordinator and promptly thereafter substantiated in writing as outlined under normal procedures. The amount of any increase or decrease in the Contract Price shall be by mutual acceptance of a total amount supported by sufficient data and information to substantiate the change. Any decrease in Contract Price for a decrease in the Work will be the reasonable costs of the Work deleted, including a reasonable amount for the decrease in the Contractor's overhead.
8. Performance/Payment Bond. If required by law and/or the bidding documentation, the Contractor agrees to provide a Performance Bond and Labor and Material Payment Bond for its faithful performance in a form reasonably satisfying to UCBOE.
9. Payments Withheld. The UCBOE may withhold payment for the following reasons to the extent permitted under N.C. Gen. Stat. § 143-134.1(e): (1) defective Work not remedied; (2) third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to UCBOE is

provided by the Contractor; (3) failure of the Contractor to make payments properly to subcontractors or for labor, materials or equipment; (4) reasonable evidence that the Work will not be completed with the time specified, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; (5) failure to carry out the Work in accordance with the Contract Documents; (6) failure to provide sales tax documentation in accordance with subparagraph 9.3.5; (7) failure or refusal of the Contractor to submit the required information on minority business enterprises; and (8) failure of the Contractor to comply with (a) the provisions of the Sedimentation and Pollution Control Act (N.C. Gen. Stat. § 113A-50 *et seq.*), and/or (b) any Notice of Violation issued by the North Carolina Department of Natural Resources.

10. Retainage. Section Removed.

III. Additional Standard Term and Condition for Designer Contracts (which include Architectural, Engineering, Surveying, and Technical Services)

Additional Insurance. In addition to the insurance required pursuant to Section 22 of the Standard Terms and Conditions for All Contracts, the Contractor certifies that it currently has and agrees to purchase and maintain during its performance under the Contract the following insurance from one or more insurance companies acceptable to UCBOE and authorized to do business in the State of North Carolina: Professional liability insurance in commercially reasonable amounts as reasonably determined by UCBOE.

IV. Additional Standard Terms and Conditions for Information Technology Contracts (Not Applicable)

1 Definitions.

“Hardware” means the hardware the Contractor utilizes in the Hosted Environment for delivery and maintenance of the Hosted Software Services.

“Hosted Environment” means the Hardware, system software, hosting support software, network connectivity, and facility used by Contractor to support the Hosted Software Services.

“Hosted Software Services” means the application, including the Hosted Software and any applicable Third-Party Software, as run on the Hosted Environment.

“Hosted Software” means the software owned and controlled by Contractor or Contractor’s third-party contractor that supports the Hosted Software Services.

“Support Services” means application and technical support required to maintain the performance, uptime and connectivity of the Hosted Software Services for UCBOE access and use, including without limitation, telephone support, error correction, maintenance, and installation of Updates and Upgrades to the Hosted Software.

“Updates” means (i) modifications to or releases of the Hosted Software that (a) add new features, functionality, and/or improved performance, (b) operate on new or other databases, operating systems, or server platforms or (c) extend the Hosted Software functionality to take advantage of advances in coding

language, hardware, network or wireless infrastructures; and (ii) deviation corrections, bug or error fixes, patches, workarounds, and maintenance releases.

“Upgrades” means any new version or new release of the Hosted Software typically provided on an annual or bi-annual basis by the Contractor that includes new features, functions, support or service that were not in place with the immediately prior version.

2. **Grant of License.** Contractor grants to UCBOE for the term of this Contract a non-exclusive, non-transferable license to access and use over the internet the Hosted Software (the “License”).
3. **Updates and Upgrades.** Contractor will make certain limited and applicable Hosted Software Updates and Upgrades available to UCBOE at no additional cost. All such Updates and Upgrades shall automatically become subject to the benefits and terms of this Contract and shall automatically be considered part of the License granted under this Contract.
4. **Security.** Contractor’s Hosted Environment shall maintain security measures in place to help protect against the loss, misuse, and alteration of the Hosted Software Services, and specifically the Confidential Information provided to Contractor by UCBOE.
5. **Warranties.** Contractor warrants the following: (a) Contractor has the full authority to grant the License; (b) the Hosted Software is free from material defects or viruses; (c) the Hosted Software contains no disabling devices; and (d) the Hosted Software conforms to all material specifications set forth in the documentation and any other written material provided to UCBOE for any purpose. Without limiting any other remedies available to UCBOE under this Contract, at law or in equity, in the event that any Hosted Software does not conform to the warranties set forth for the Hosted Software herein, Contractor shall, at UCBOE’s option, promptly correct or replace such Hosted Software and, in either case, Contractor shall perform any Support Services or other work required to restore the Hosted Software to the state that existed prior to any such breach, all at Contractor’s expense. UCBOE reserves the right to reject the Hosted Software and to hold Contractor responsible for any loss, direct or indirect, caused by any such breach of warranty. In the event Contractor is or becomes aware of a problem with any item of Hosted Software, Contractor shall notify UCBOE upon such determination. Acceptance or use of the Hosted Software shall not constitute a waiver of any claim under any warranty.
6. **Effect of Termination and Orderly Transition.** Upon termination or expiration of this Contract for any reason, Contractor will cooperate in good faith with UCBOE to provide for an orderly transfer of the Goods and Services and Confidential Information to UCBOE or UCBOE’s successor vendor (“Orderly Transition”) and according to the terms of this section.
 - a. **Scope of Work for Orderly Transition.** Within thirty (30) days of notification by UCBOE that it will transfer Goods and Services to itself or a successor vendor, the parties will create and execute a scope of work document detailing tasks, the responsible parties for individual tasks, and timeframes for completion of tasks necessary to complete an Orderly Transition. The final, executed Orderly Transition scope of work shall be incorporated into this Contract and become subject to its terms. Contractor’s failure to (a) cooperate in developing the Orderly Transition scope of work, (b) execute an Orderly Transition scope of work, or (c) abide by the executed Orderly Transition scope of work shall be deemed a material breach of this Contract.
 - b. **Time Frame.** Unless otherwise mutually agreed in an executed Orderly Transition scope of work, Contractor shall continue to provide Goods and Services while UCBOE migrates its Confidential Information from Contractor’s Hosted Software Services in the Orderly Transition process. Contractor agrees that, as part of the Orderly Transition process and within the specified time frame, it will transfer to UCBOE all of the Confidential Information provided to Contractor by UCBOE pursuant to this Contract. Contractor will provide the Confidential Information in commercially reasonable electronic format as agreed in the Orderly Transition scope of work at no additional cost.
 - c. **Time and Material Costs Only.** UCBOE will be obligated to pay for time and materials at a reasonable hourly rate of no more than \$75/hour for the Orderly Transition. No other fees will be assessed for the Orderly Transition. Fees shall be agreed upon in advance as part of developing the scope of work referenced in subsection (a) above.

- d. Destruction of Confidential Information after Orderly Transition. Unless otherwise mutually agreed in an executed Orderly Transition scope of work, Contractor agrees that after returning all Confidential Information to UCBOE pursuant to subsection (b) above it will destroy all remaining copies of Confidential Information and back-up Confidential Information in its possession, contained in or on any medium (such as a storage area network or "SAN") or as may be stored offsite, within thirty (30) days of completion of Orderly Transition. Contractor shall provide UCBOE with a detailed summary of the destruction process and standards to be utilized by Contractor with respect to the Confidential Information, and UCBOE shall approve such process and standards prior to Contractor commencing such destruction.
7. Intellectual Property Warranty. In addition to the warranties set forth elsewhere in this Contract with respect to the Goods and Services, Contractor expressly represents, warrants and covenants that neither the furnishing of Hosted Services to UCBOE hereunder, nor does the Hosted Software, violate, in whole or in part, any provision of any law, common law or regulation concerning copyrights, trade secrets, trademarks, tradenames, service marks, patents or other provisions regulating or concerning intellectual property rights.
8. Additional Indemnification. To the fullest extent permitted by law, Contractor shall indemnify, defend and hold harmless UCBOE, its and directors, officers, managers, employees and agents, from all suits, claims, costs, damages and other liabilities, including reasonable attorneys' fees as incurred by counsel of UCBOE's choice, relating to or arising from (a) Contractor's failure to maintain the security and integrity of Confidential Information, the Hosted Software Services and the Hosted Environment; (b) any claim for infringement of any copyright, trade secret, trademark, tradename, service mark, patent, or other law or regulation concerning intellectual and/or proprietary property rights; and (c) any claims by third party interests in the Hosted Software.
9. Data Use. Notwithstanding the foregoing, Contractor acknowledges and agrees that all Confidential Information is proprietary to and owned exclusively by UCBOE, whether provided in tangible or electronic form and whether entered into any software or Hosted Software Services owned or licensed by Contractor (including without limitation the Hosted Software and Hosted Software Services) or otherwise provided in connection with any products provided and services performed by Contractor (including without limitation the Goods and Services) and whether to, by or through a Contractor-affiliated ASP or other Hosted Software Services. Furthermore, Contractor shall not sell, market, or commercialize Confidential Information, create derivative products or applications based on Confidential Information or otherwise use Confidential Information in any manner unrelated to the performance of Contractor's obligations under the Contract. Contractor shall not share Confidential Information with any parent or subsidiary company of Contractor or any other Contractor-affiliated entity without the express prior written consent of UCBOE detailing the scope of allowable disclosure. Contractor agrees that if it breaches this section, UCBOE may, at its option, pursue any or all of the following remedies: (a) immediately terminate this Contract without liability to Contractor; (b) seek an injunction without posting a bond; and (c) pursue whatever other remedies may be available to it at law, in equity or pursuant to this Contract.



2701 Westport Road
Charlotte, NC 28208

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Terracon.com

February 28, 2023

Union County Public Schools
201 Venus Street
Monroe, North Carolina 28112-4029

Attn: Mr. Maurice Brown
E: Maurice.brown@ucps.k12.nc.us

Re: Cost Estimate for Special Inspection & Material Testing Services

East Elementary School
Monroe, North Carolina
Terracon Proposal No. P71231043

Mr. Brown:

Terracon Consultants, Inc. (Terracon) appreciates the opportunity to submit this cost estimate to provide Special Inspection and Construction Materials Testing services for the new East Elementary School project in Monroe, North Carolina. This proposal outlines our understanding of the project, scope of services, and our estimated costs for our services.

A. PROJECT INFORMATION

Project Description

ITEM	DESCRIPTION
Location	515 Elizabeth Avenue, Monroe, NC
Building Construction	The new school will include Building I (two-story) and Building II (one-story), with a total footprint of approximately 66,332 square feet. The structures are to be steel framed construction with CMU walls and concrete slabs-on-grade. The existing school and pavement areas will be demolished in a coordinated phased approach with the new construction
Grading	We understand that the site grades will require cuts and fill depths of up to 5 feet.
Pavements	The planned entrance road, drive areas and parking will be constructed using a flexible pavement system. Typically, light-duty with heavy-duty in the bus loop and access drive lanes will be utilized. Concrete pavement is planned for the loading areas/delivery vehicle path.



ITEM	DESCRIPTION
Schedule	Preliminary construction schedule provided by LS3P dated 2/28/2023

Should any of the above information or assumptions be inconsistent with the planned construction, please let us know so that we may make any necessary modifications to this proposal.

In preparation for this proposal, the following documents were reviewed:

- Email request of December 12, 2022, from Mr. Maurice Brown with Union County Public Schools
- East Elementary School Drawings Volumes I and II (For Construction), dated October 19, 2022, prepared by LS3P Associates, LTD.
- East Elementary School Project Manual Volumes 1 and 2 (For Construction), dated October 19, 2022, prepared by LS3P Associates, LTD.
- East Elementary School Geotechnical Engineering Report, dated April 20, 2022, prepared by Terracon Consultants, Inc.
- Preliminary construction schedule provided by LS3P dated 2/28/2023

B. SCOPE OF SERVICES

We anticipate providing Special Inspection Services and Construction Materials Testing Services for the project on a full-time basis. Terracon proposes to utilize qualified Special Inspectors for the applicable tasks

The Statement and Schedule of Special Inspections (Plan Sheet SI-001 and SI-002) prepared by Arp Engineering, Inc., summarizes the special inspection services required for the proposed project. The Statement indicates that the following special inspections are to be performed:

- IT- 02 – Steel Construction
- IT- 03 – Concrete Construction
- IT- 04 – Structural Masonry
- IT- 06 – Soils
- IT- 10 – Fabricated Items (**See Note 1**)
- IT- 14 – Sprayed Fire-Resistant Materials
- IT- 17 – Fire-Resistant Penetrations and Joints

Note 1: The definition of Special Inspection of Fabricators includes a “shop inspection” by the special inspector during the fabrication process. The shop inspection is to include verification of “detailed fabrication and quality control procedures”. However, based on our understanding of the 2012 NCSBC, Special Inspection of the fabrication shop will not be required when the fabricator is “registered and approved to perform such work without special inspection”. For this project, we anticipate that the structural steel and shop has the required certification, and that the structural engineer or architect of record will verify that the material properties provided in the submittals meet the project specifications during the submittal process. **Therefore, we do not propose to perform an Inspection of steel fabricators for this project. To meet the requirements summarized in the Schedule of Special Inspection for this project,**



we will assume that the fabrication shop will submit the appropriate test reports and a certificate of compliance to the Structural Engineer of Record for approval.

Construction Materials Testing and Special Inspection Services

The required inspection and testing services required for this project will be conducted by Terracon in accordance with the recommendations and requirements offered by the project contract documents, the project geotechnical report, the International Building Code, and the applicable ASTM testing and material standards, as well as other applicable referenced standards. We understand our scope of services for this project will include observations and/or testing of the following areas of construction:

Soils/Foundations

- Continuous observations to observe proofrolling of prepared subgrade and provide direction for removal and replacement of unsuitable soil
- Periodic observations to verify materials below shallow foundations are adequate to achieve the design bearing capacity
- Periodic observations of classification and testing of compacted fill materials
- Continuous observations to verify use of proper materials, densities and lift thicknesses during placement and compaction of compacted fill
- Periodic observations of subgrade to verify it has been prepared properly prior to placement of compacted fill
- Observe stability and perform density tests on graded aggregate base course

Cast-in-Place Concrete

- Periodic observations of reinforcing steel, welded wire fabric
- Continuous observations of cast-in-place concrete placement
- Continuous verification of correct mix design used during placement
- Continuous monitoring of sampling of fresh concrete, slump test, air content test, temperature of concrete and creation of strength test specimens
- Continuous observations of bolts to be installed in concrete prior to and during placement.
- Periodic observations of curing techniques
- Periodic observations of formwork for shape, location, and dimensions of concrete members being formed
- Periodic observations of post-installed and adhesive concrete anchors

Structural Masonry

- Periodically verify proportions of site-prepared mortar
- Periodically verify construction of mortar joints
- Periodically verify location of reinforcement and anchorages
- Periodically verify type, size and locations of anchors, including other details of anchorage of masonry to structural members, frames and other construction
- Periodically verify specified size, grade and type of reinforcement, anchor bolts, and anchorages
- Continuous observation of the placement of grout, conforming cleanliness of grout space, placement of the reinforcing connectors



- Periodic observation of the preparation of grout specimens, mortar specimens

Structural Steel

- Verify fabricator meets requirements of NCSBC (North Carolina State Building Code) 1704.2.2
- Review of individual welder certifications, welding procedures and certifying documentation
- Periodic verification of markings to conform to ASTM standards specified in the approved construction documents
- Periodic verification of snug tight joints
- Periodic verification for structural steel. Identifications of markings to conform to AISC 360.
- Periodic verification of materials. Identification markings to conform to AWS specifications in the approved construction documents
- Construction or periodic inspection of welding of structural steel members in accordance with NCSBC Table 1704.3
 - Continuous monitoring of complete or partial penetration groove welds
 - Continuous monitoring of multi-pass fillet welds
 - Continuous monitoring of single pass fillet welds in excess of 5/16"
 - Continuous monitoring of plug or slot welds
 - Periodic monitoring of single pass fillet welds 5/16" or less
 - Periodic monitoring of floor or roof deck welds
- Identify use of approved filler material and in accordance with AWS D1.1
- Periodic verification of structural cold-formed metal framing for member size, gage spacing and locations

Spray Applied Fireproofing

- Periodic observations of the preparation of substrate prior to installation in accordance with approved fire resistance design and approved manufacturer's written instructions
- Periodic observations that the substrate has minimum ambient temperature before and after application as specified by the fire resistance design and approved manufacturer's written instructions
- Periodic observations for thickness of sprayed on material per fire resistance design and approved manufacturer's written instructions and Section 1704.12.4 of the NCSBC for structural members, floor, roof and wall assemblies
- Periodically test density of sprayed on material per fire resistance design and approved manufacturer's written instructions and Section 1704.12.5 of the NCSBC for structural members, floor, roof and wall assemblies
- Periodically test bond strength of in place samples to ensure a value greater than 150 pounds per square foot in accordance with ASTM E736 for structural members, floor, roof and wall assemblies



Fire Resistant Penetrations and Joints

- Periodic inspection of through-penetration firestop systems at fire walls, fire barriers, smoke barriers, and fire partition walls in accordance with ASTM E2174
- Periodic inspection of penetration firestop systems at penetrations through membranes that are part of a horizontal assembly in accordance with ASTM E2174
- Periodic inspection of the installation of fire-resistant joint systems in accordance with ASTM E2393

Asphalt

- Perform proofroll of pavement subgrade prior to cement modified base course
- Observe placement of cement modified base course material (check thicknesses, test for proper compaction requirements)
- Perform field density tests of asphalt using a nuclear density gauge during placement. Percent compaction to be based on field target density
- Record asphalt placement temperatures

Assumptions and Exclusions

The following assumptions were made when creating a cost estimate for the above referenced scope of services:

- Floor flatness/levelness testing is not required.
- On-site exterior concrete testing for curb/gutter and sidewalks will not be required.
- Concrete composite sampling will be performed at a rate of one sample per 100 cubic yards placed per day or fraction thereof.
- Grout compressive strength specimens will be cast at a rate of one sample per 5,000 square feet of wall placed.

Terracon requests to be notified should any of these assumptions be incorrect or if additional testing is needed so that a revised scope of services and cost estimate may be submitted.

Without attempting to provide a complete list of all services or potential services that will be excluded from this proposal and performed by Terracon, the following services are specifically **excluded** from this proposal. These services can be performed by Terracon if desired; however, a separate or revised proposal for these services would be required.

- Geotechnical Exploration Services
- Concrete Plant Inspections
- Steel Shop Inspections
- Waterproofing Evaluations
- Plant Precast Concrete Evaluation and Testing
- Smoke Control (We do not provide this service)

Limitations

Terracon will use persons experienced in the various phases of the construction testing. We will provide the contractor with daily inspection reports and, if appropriate, make recommendations for correcting substandard test results. We will not direct the



contractor or his subcontractors in performance of their work and we do not have the authority to authorize changes in their contracts. Most construction testing is a random sampling of the work product. It is not intended to be a guarantee of the overall work. The contractor is responsible for performing the work in accordance with the contract documents. In addition, the contractor and his subcontractors are solely responsible for safety on the job site. Terracon accepts no responsibility for site safety.

C. SCHEDULING GUIDELINES

Dispatch/Scheduling Email Address: Charlotte-Scheduling@Terracon.com

Our services will be provided on an "as requested" basis when scheduled by your representative or the contractor's representative. We recommend that you provide scheduling requests to Charlotte-Scheduling@Terracon.com between the hours of 8:00 am and 5:00 pm. During scheduling the following information should be provided to our dispatcher to best serve you:

- Project name and location
- Date and time of the requested service(s)
- Services required (please do not assume that technicians carry all equipment)
- Onsite location(s) of the requested service(s)
- Anticipated quantities of materials (i.e., cubic yards of concrete)
- Onsite contact information (name and phone number, if possible)

Please note that we would prefer you schedule our services in a timely manner and need to cancel them than to not schedule at all or schedule late. We require a minimum 24-hour notice to schedule personnel for services to avoid delays to construction activity. If our services are not scheduled according to this time frame, we will make every reasonable effort to accommodate your needs but may be unable to provide service. Terracon will only provide testing when contacted by your designated representative and will not be responsible for required testing if we are not scheduled.

D. DATA MANAGEMENT AND REPORTING



To enhance the service Terracon provides to our clients, we use a proprietary project management and data management software program known as CMELMS[™] (Construction Materials Engineering Laboratory Management System). CMELMS[™] is a program developed by Terracon specifically tailored for Construction Quality Control and Quality Assurance consulting and testing projects. CMELMS[™] allows us to electronically track all client service requests, daily field reports, laboratory test results, concrete history and performance, invoicing, project budgets, and project report and invoice distribution. The software creates a database for each project that allows us to provide **timely and constant communication** to our clients and instantaneous retrieval of field and laboratory reports and test results and budget information. This proves to be invaluable to our project managers and our clients when discussing specific project details and data. Furthermore, we can also provide distribution of reports and invoicing to our clients via electronic methods. This includes email distribution or setting up project specific "Client Document Website" where our clients and other approved Project Team members can go to via the Internet and retrieve critical project information.



Through our CMELMS[™] program, we have the capability to efficiently track and develop a listing of our tests and observations that are not in compliance with the approved plans and specifications for the project. This deviation log is maintained throughout the project and serves as one point of reference that can be viewed by the project team members to see which items are still unresolved. Maintenance and distribution of a deviation log serves to help address and correct deviations throughout the project.

Each of our technicians is provided a field laptop and smartphone. With these devices, the technicians can connect to the internet, complete their report in the field electronically and submit it directly to the project manager in the office through CMELMS[™]. Once the report is submitted, it is instantly uploaded to the project manager's dashboard for review. If a deviation is noted within the report, an email notification is automatically sent to the project manager informing him or her of the non-conforming items and that action may be required. At Terracon, we have a company-wide standard utilizing the following reporting goals:

- Formal reports containing deviations or non-conforming items will be submitted within 24 hours of the site visit.
- Formal reports without deviations or non-conforming items will be submitted within 5 business days of the site visit.
- Formal laboratory testing reports will be submitted within 2 business days of the completion of the testing.

Tracking of Non-Conformances for Special Inspection Services

For Special Inspection Services, non-conformance items not resolved by the end of the day will be recorded as being in non-compliance. They will be logged and tracked until cleared. All pertinent parties will be informed of non-compliance at the time it is discovered, and weekly updates will be given until all non-conformance items are cleared.

Reporting

Results of field tests will be submitted verbally to available personnel at the site. Final written summaries of field tests and observations are usually submitted at intervals of approximately twice per week and will include results of laboratory tests.

E. SAFETY



At Terracon, we all have a personal and uncompromising commitment to everyone going home safely each and every day. Incident and Injury-Free (*IIF*) is about care and concern for people. It is our commitment at all levels of the company

where safety is held as a core value and an operational priority. Working safely is an inseparable part of working correctly, and just as important as other operational priorities, including quality, profitability and schedule. *IIF* is our commitment to people, valued by us for who they are and what they do. *IIF* is not just something we do; it's in everything we do.

As part of being truly *IIF*, we will prepare a "Pre-Task Plan" for this project where we will identify the potential site safety and job hazards associated with your site. Our Pre-Task



Plan will identify and prepare our personnel to handle conditions such as traffic control, environmental contamination, site access issues, overhead and underground utilities, adverse weather conditions, and personal protection equipment.

In addition, Consultant retains the right to stop work without penalty at any time Consultant believes it is in the best interests of Consultant's employees or subcontractors to do so to reduce the risk of exposure to the coronavirus. Client agrees it will respond quickly to all requests for information made by Consultant related to Consultant's pre-task planning and risk assessment processes. Client acknowledges its responsibility for notifying Consultant of any circumstances that present a risk of exposure to the coronavirus or individuals who have tested positive for COVID-19 or are self-quarantining due to exhibiting symptoms associated with the coronavirus.

F. COMPENSATION

Based on the scope of services we have outlined above and discussed, we recommend a budget allowance of **\$189,346.25** will be required for the services outlined above. The budget allowance is based on our estimated durations, developed by the provided construction schedule and our experience with similar projects. If the construction schedule changes, we request the opportunity to review our scope and fees. We have enclosed a Fee Schedule that would be appropriate for any additional services that may be requested.

The above cost will not be exceeded without prior written approval from the client. If services are requested beyond the above scope of services or if additional site visits are necessary to complete special inspection services, they will be invoiced in accordance with the attached unit rate fee schedule.

For services outside of our scope and beyond the project duration, overtime is defined as all hours more than eight hours per day, Monday through Friday, hours worked before and after 6:00 am and 6:00 pm and all hours worked on weekends and holidays. Overtime rates will be billed at 1.5 times the hourly rate quoted. You will be invoiced monthly for services performed. An itemized invoice for our services provided will be sent monthly unless directed otherwise.



G. AUTHORIZATION

We anticipate that upon your review and acceptance of this proposal, we will be issued a purchase order based on our existing open contract with Union County Public Schools.

We appreciate the opportunity to be considered for our services. Please do not hesitate to contact us if you have any questions or comments concerning this proposal. We look forward to working with you.

Sincerely,

Terracon Consultants, Inc.

A handwritten signature in blue ink, appearing to read 'AK Kennedy'.

Andrew K. Kennedy, P.E.
Senior Engineer

A handwritten signature in blue ink, appearing to read 'Jeffrey K. Yoder'.

Jeffrey K. Yoder, P.E.
Senior Engineer

Senior Review by Chad. W. Andersen, P.E.

Attachments:

Cost Estimate
Fee Schedule

COST ESTIMATE

Special Inspections and Materials Testing Services
East Elementary School
Union County , North Carolina
Terracon Proposal Number: P71231043



- All durations are portal to portal
- No overtime included in this estimate.
- Time and durations based on provided construction schedule and experience with similar construction projects

Task Description	Unit	Rate	Estimate	Cost
I Site Grading/Utilities				
<i>Field Professional</i>				
- Subgrade Observation and Proofroll of Building Pad - Estimate 8 trips at 4 hours per trip	hour	\$105.00	32	\$3,360.00
<i>Field Technician</i>				
- Mass Grading - Estimate 35 trips at 8 hours per trip	hour	\$65.00	280	\$18,200.00
- Site Utility Backfill - Estimate 10 trips at 4 hours per trip	hour	\$65.00	40	\$2,600.00
<i>Laboratory Testing</i>				
- Standard Proctor - Estimate 4 samples	each	\$175.00	4	\$700.00
- Atterberg Limit Testing - Estimate 4 samples	each	\$95.00	4	\$380.00
- Washed #200 Sieve Analysis - Estimate 4 samples	each	\$95.00	4	\$380.00
<i>Trip Charges, including mileage</i>	trip	\$75.00	53	\$3,975.00
Site Grading/Utilities:				\$29,595.00

II Foundation Evaluation				
<i>Special Inspector</i>				
- Foundation Evaluation, Estimate 20 trips at 4 hours per trip	hour	\$75.00	80	\$6,000.00
<i>Trip Charges, including mileage</i>	trip	\$75.00	20	\$1,500.00
Foundation Evaluation:				\$7,500.00

III Reinforced Concrete				
<i>Special Inspector</i>				
<i>Shallow Foundations</i>				
- Reinforcing Steel - Estimate 20 trips at 2 hours per trip	hour	\$75.00	40	\$3,000.00
- Concrete Observation, Sampling and Testing - Estimate 20 trips at 4 hours per trip	hour	\$75.00	80	\$6,000.00
<i>Slab-on-Grade</i>				
- Reinforcing Steel - Estimate 6 trips at 4 hours per trip	hour	\$75.00	24	\$1,800.00
- Concrete Observation - Estimate 6 trips at 8 hours per trip	hour	\$75.00	48	\$3,600.00
<i>Misc Concrete</i>				
- Reinforcing Steel - Estimate 6 trips at 3 hours per trip	hour	\$75.00	18	\$1,350.00
- Concrete Sampling and Testing - Estimate 6 trips at 5 hours per trip	hour	\$75.00	30	\$2,250.00
<i>Field Technician</i>				
- Concrete Sample Pickup - Estimate 32 trips at 2 hours per trip	hour	\$65.00	64	\$4,160.00
- Concrete Sampling and Testing (Slabs) - Estimate 6 trips at 5 hours per trip	hour	\$65.00	30	\$1,950.00
<i>Laboratory Testing</i>				
- Compressive Strength Testing - Estimate 38 sets, 6 cylinders each	each	\$20.00	228	\$4,560.00
<i>Trip Charges, including mileage</i>	trip	\$75.00	102	\$7,650.00
Reinforced Concrete:				\$36,320.00

IV Reinforced Masonry				
<i>Special Inspector</i>				
- Masonry Observations - Estimate 12 weeks at 35 hours per week	hour	\$75.00	420	\$31,500.00
<i>Field Technician</i>				
- Masonry Sample Pickup - Estimate 12 trips at 2 hours per trip	hour	\$65.00	24	\$1,560.00
<i>Laboratory Testing</i>				
- Compressive Strength Testing - Estimate 12 sets, 6 grout prisms each	each	\$35.00	72	\$2,520.00
- Compressive Strength Testing - Estimate 4 sets, 3 masonry prisms each	each	\$50.00	12	\$600.00
<i>Trip Charges, including mileage</i>	trip	\$75.00	72	\$5,400.00
Reinforced Masonry:				\$41,580.00

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Task Description	Unit	Rate	Estimate	Cost
V Structural Steel				
<i>Certified Welding Inspector (CWI)</i>				
- Structural Steel - Welded and Bolted Inspections - 15 visits at 5 hours per trip	hour	\$95.00	75	\$7,125.00
- Structural Steel - Welder Certification Document Review (Assume 2 crews)	hour	\$95.00	8	\$760.00
- Structural Steel - Moment/Full Pen Welds - Estimate 3 trips at 8 hours each	hour	\$95.00	24	\$2,280.00
- Ultrasonic Testing Equipment Fee	each	\$150.00	3	\$450.00
<i>Trip Charges including mileage</i>	each	\$75.00	18	\$1,350.00
Structural Steel:				\$11,965.00
VI Sprayed Fire-Resistant Materials				
<i>Field Professional</i>				
- SFRM Observations - 5 visits at 5 hours per trip	hour	\$105.00	25	\$2,625.00
<i>Laboratory Testing</i>				
- Density Testing - Estimate 3 samples	each	\$35.00	3	\$105.00
<i>Equipment and Consumables</i>	day	\$75.00	5	\$375.00
<i>Trip Charges including mileage</i>	each	\$75.00	5	\$375.00
Sprayed Fire-Resistant Materials:				\$3,480.00
VII Pavement System				
<i>Field Technician</i>				
- Soil Subgrade/ABC Stone Proofroll - Estimate 6 trips at 4 hours per trip	hour	\$65.00	24	\$1,560.00
- Asphalt Density - Estimate 5 trips at 8 hours per trip	hour	\$65.00	40	\$2,600.00
- Concrete Pavement - Estimate 2 trips at 4 hours per trip	hour	\$65.00	8	\$520.00
- Concrete Sample Pickup - Estimate 2 trips at 2 hours per trip	hour	\$65.00	4	\$260.00
<i>Laboratory Testing Services</i>				
- Compressive Strength Testing - Estimate 2 sets of 6 samples each	each	\$20.00	12	\$240.00
- Modified Proctor - Estimate 1 sample	hour	\$185.00	1	\$185.00
<i>Trip Charges, including mileage</i>	trip	\$75.00	15	\$1,125.00
Pavement System:				\$6,490.00
VIII Fire Stop Joints and Penetrations				
<i>ASI Fire Stop Inspector</i>				
- Project Setup, Submittal and Specification Coordination	hour	\$172.50	10	\$1,725.00
- Preconstruction Meeting	hour	\$172.50	3	\$517.50
- Post Installation Inspections, Estimate 10 visits at 3 hours each	hour	\$172.50	30	\$5,175.00
- Reporting	hour	\$172.50	10	\$1,725.00
<i>DSI Fire Stop Inspector</i>				
- Preconstruction Meeting	hour	\$258.75	3	\$776.25
- Post Installation Inspections, Estimate 10 visits at 3 hours each	hour	\$258.75	30	\$7,762.50
- Reporting	hour	\$258.75	4	\$1,035.00
Fire Stop Joints and Penetrations:				\$18,716.25
IX Project Management				
<i>Clerical</i>				
- Report Preparation/Data Entry	hour	\$60.00	75	\$4,500.00
<i>Project Manager</i>				
- Project Management, SI Coordination, Report Preparation, Data Review	hour	\$145.00	180	\$26,100.00
<i>Senior Project Manager</i>				
- Report Review, Consultation, Meetings	hour	\$155.00	20	\$3,100.00
Project Management:				\$33,700.00
Estimate of Special Inspections and Materials Testing Services:				\$189,346.25



**Construction Materials Testing/Special Inspection, Geotechnical Engineering,
Environmental Health & Safety (EH&S) and Environmental Engineering Services
Charlotte, North Carolina
2022 UNIT RATE FEE SCHEDULE**

CONSTRUCTION MATERIALS TESTING/SPECIAL INSPECTION PERSONNEL SERVICES

1.	Engineering Technician, per hour	\$ 60.00
2.	Senior Engineering Technician, per hour	\$ 65.00
3.	Special Inspector, per hour	\$ 75.00
4.	Certified Welding Inspector (CWI), per hour	\$ 95.00
5.	Field Professional, per hour	\$ 105.00
6.	Project Manager, per hour	\$ 145.00
7.	Senior Project Manager/Engineer, per hour	\$ 155.00
8.	Senior Principal, per hour	\$ 190.00
9.	Clerical, per hour	\$ 60.00
10.	Direct Expenses	\$Cost + 15%

GEOTECHNICAL ENGINEERING PERSONNEL SERVICES

11.	Geotechnical Professional, per hour	\$ 105.00
12.	Staff Engineer/Geologist, per hour	\$ 115.00
13.	Project Engineer/Geologist, per hour	\$ 145.00
14.	Senior Geotechnical Engineer/Geologist, per hour	\$ 155.00
15.	Principal Engineer, per hour	\$ 190.00
16.	Clerical, per hour	\$ 60.00
17.	Drafting Services, per hour	\$ 75.00
18.	Direct Expenses	\$Cost + 15%

ENVIRONMENTAL HEALTH & SAFETY (EH&S) PERSONNEL SERVICES

19.	Professional Engineer / CIH / Reviewer, per hour	\$130.00
20.	Project Manager, per hour	\$100.00
21.	Lead Risk Assessor / Industrial Hygienist, per hour	\$90.00
22.	Asbestos / Lead Inspector, per hour	\$75.00
23.	Asbestos / Lead Air Monitor, per hour	\$60.00

ENVIRONMENTAL ENGINEERING PERSONNEL SERVICES

24.	Technician, per hour	\$ 80.00
25.	Assistant Engineer/Scientist, per hour	\$ 85.00
26.	Field Engineer/Scientist, per hour	\$ 90.00
27.	Staff Engineer/Scientist, per hour	\$ 105.00
28.	Senior Staff Engineer/Scientist, per hour	\$ 120.00
29.	Project Manager, per hour	\$ 130.00
30.	Project Engineer/Scientist, per hour	\$ 150.00
31.	Senior Project Manager, per hour	\$ 175.00
32.	Senior Engineer/Scientist, per hour	\$ 205.00
33.	Drafting Services, per hour	\$ 75.00
34.	Direct Expenses	\$Cost + 15%

NOTE: Overtime, at a rate of 1.5 time the standard rate, is charged for technician services for time over 8.0 hours per day, and for Saturdays, Sundays, and holidays. Overtime is not applicable to engineering rates