

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT WITH MARLAR ENGINEERING CO., INC. TO PROVIDE ENGINEERING SERVICES FOR THE DESIGN AND OBSERVATION PHASES OF THE CHANDLER STREET DRAINAGE AND STREET IMPROVEMENT PROJECT FROM 16TH STREET TO 18TH STREET, 36TH YEAR (2010) CDBG PROGRAM, IN THE LUMP SUM AMOUNT NOT TO EXCEED \$35,370.00; AND FOR OTHER PURPOSES.

WHEREAS, the City of North Little Rock desires to do a project known as Chandler Street Drainage and Street Improvement Project from 16th Street to 18th Street, 36th Year (2010) CDBG Program; and

WHEREAS, pursuant to Ark. Code Ann. § 19-11-801 et seq., the City of North Little Rock annually issues a Request for Qualification (RFQ) seeking proposals from firms who wish to provide engineering services during the upcoming year; and

WHEREAS, based upon proposals submitted, Marlar Engineering Co., Inc. is a firm selected to provide engineering services to the City and has proposed to perform the Engineering Design Phase for an amount not to exceed \$22,106.25 and the Engineering Observation Phase for an amount not to exceed \$13,263.75, or a total maximum lump sum not to exceed \$35,370.00.

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

SECTION 1: That the Mayor and City Clerk are hereby authorized and directed to enter into an Agreement for Engineering Services (substantially similar to Exhibit "A" attached hereto) with Marlar Engineering Co., Inc. for Chandler Street Drainage Improvements from 16th to 18th Streets covering the Design Phase in an amount not to exceed \$22,106.25 and the Observation Phase in an amount not to exceed \$13,263.75, or a total lump sum amount not to exceed \$35,370.00.

SECTION 2: That this Resolution shall be in full force and effect from and after its passage and approval.

PASSED:

APPROVED:

Mayor Patrick H. Hays

SPONSORS:

Debi Ross
Alderman Debi Ross

Beth White
Alderman Beth White

ATTEST:

Diane Whitbey, City Clerk

APPROVED AS TO FORM:

Jason Carter
C. Jason Carter, City Attorney

PREPARED BY THE OFFICE OF THE CITY ATTORNEY/b

FILED 11:04 A.M. P.M.

BY City Atty - Carter

DATE 6-8-10
Diane Whitbey, City Clerk and Collector
North Little Rock, Arkansas

RECEIVED by Bobbie Dudley

**AGREEMENT FOR ENGINEERING SERVICES
STREET AND DRAINAGE IMPROVEMENTS
CHANDLER STREET FROM 16TH TO 18TH
CITY OF NORTH LITTLE ROCK**

STATE OF ARKANSAS)
) SS
COUNTY OF PULASKI)

THIS AGREEMENT made, entered into and executed this _____ day of _____, 2010, by and between the CITY OF NORTH LITTLE ROCK, North Little Rock, Arkansas, acting herein, by and through its MAYOR, Patrick H. Hays, who is duly authorized to so act for and in behalf of said CITY OF NORTH LITTLE ROCK, hereinafter called "Owner", and MARLAR ENGINEERING COMPANY, INC., an Arkansas corporation, hereinafter called "Engineer".

WITNESSETH:

WHEREAS, the Owner is to have constructed CHANDLER STREET IMPROVEMENTS FROM 16TH TO 18TH STREETS, NOW, THEREFORE, Owner and Engineer, in consideration of the mutual covenants and agreements herein contained, do mutually agree as follows:

SECTION I - EMPLOYMENT OF ENGINEER

The Owner agrees to employ the Engineer and the Engineer agrees to perform professional engineering services in connection with the improvements as provided hereinafter, and Owner agrees to pay Engineer compensation as provided herein. Engineer hereby designates Michael P. Marlar, P.E., as its Project Engineer, for the services provided herein and agrees to continue his assignment in this capacity for the duration of this Contract unless a change is subsequently agreed to in writing by the Engineer and Owner.

SECTION II - CHARACTER AND EXTENT OF SERVICES

1. PHASE I - PRELIMINARY ENGINEERING, PLANS AND SPECIFICATIONS

The Engineer shall perform all work required to produce final Contract Documents, including Plans, Specifications, Drawings, Prints, and detailed Estimates and other documents to the approval of the Owner necessary to advertise for Construction Bids for these facilities. The Engineer shall furnish the required number of sets of final Contract Documents for review by the Owner, local Utility Companies and other regulatory agencies. Conferences for review of the final documents are also included in this phase.

The Plans and Specifications shall be complete so that a final check set of substantially complete documents are presented to Owner and appropriate agencies for review and approval before within 60 days after the execution of this agreement.

The Engineer shall assist the Owner in the advertising for and receipt of construction bids. The Engineer shall furnish contract documents to the Contractors upon request and shall be on call to answer questions during the bidding period, prepare addenda to the construction plans and specifications if required, attend and assist the Owner with bid opening, check the bids received for accuracy, and make recommendations to the Owner concerning award of the contract.

2. PHASE II - CONSTRUCTION ADMINISTRATION

2.1 GENERAL CONSTRUCTION ADMINISTRATION

ENGINEER shall commence work upon OWNER'S notice to proceed and perform services described below:

2.1.1 Direct and attend pre-construction conferences between CONTRACTOR and OWNER.

2.1.2 Review shop drawings and other data submitted by Contractor and advise Owner if not satisfactory with Engineer. Notify Contractor of compliance with the plans, specifications and contract documents, and notify both Contractor and Owner in case of non-compliance.

2.1.3 Provide construction observation during construction at the construction site to safeguard owner's interest. Such observation shall include, but is not limited to, checking and verifying compliance with the plans, specifications, and contract documents, and exercising the authority granted Engineer by said contract documents, and be available for conferences with Owner and others concerning Contractor's work. Engineer cannot guarantee the performance of Contractor, however, Engineer will endeavor to guard Owner against defects and deficiencies in the work performed by Contractor.

2.1.4 Establish the scope and criteria for all necessary soil tests, concrete tests, and any other tests which, in the opinion of the Engineer, are required during the construction of the project. Obtain proposals from and negotiate with persons to perform said tests and investigations and upon award of testing contract by Owner for performing said tests, Engineer shall schedule and coordinate such tests and investigations. Engineer shall review invoices for such work and submit recommendations to Owner regarding payment thereof.

2.1.5 Advise and consult with Owner, issue all instructions to Contractor requested by Owner, prepare and submit to Owner change orders, and report to Owner concerning the general progress or factors contributing to any delay or deviation from the work schedule.

2.1.6 Promptly prepare monthly and final estimates for payment to Contractor on Owner's standard pay estimate forms, and furnish Owner any necessary certifications required for payments. Provide a certificate of completion of construction to Owner and perform all necessary work required thereto.

2.1.7 Furnish one (1) set of reproducible "AS-BUILT" drawings to Owner within 30 days after issuance of certification of completion.

2.1.8 Conduct with representative of Owner, final inspection of Project.

2.2 FIELD SURVEYS

2.2.1 ENGINEER shall provide a survey crew and establish survey lines property boundaries, bench marks and control points which are sufficient for CONTRACTOR to lay out the work.

2.2.2 ENGINEER shall conduct field measurements as are necessary to determine final quantities of work performed by CONTRACTOR and to enable the revision of PROJECT drawings reflecting the final location of facilities installed by CONTRACTOR as required by paragraph 1.7 hereof. One (1) copy of field survey notes shall be furnished to OWNER.

2.3 CONSTRUCTION OBSERVATION

2.3.1 During the time construction shall actually be in progress, ENGINEER shall provide periodic construction observation consisting of daily site visits for two (2) hour each day. ENGINEER'S REPRESENTATIVE shall observe and report the progress and quality of the construction work to the OWNER. ENGINEER'S REPRESENTATIVE shall not be responsible for supervising CONTRACTOR or its employees, or determining CONTRACTOR'S methods, techniques, sequences, procedures or safety precautions and cannot guarantee the Contractor's performance or work.

2.3.2 As needed during project, ENGINEER'S REPRESENTATIVE shall provide the following:

2.3.2.1 Check for any violations of contract and report to ENGINEER any deficiencies with proposed corrective actions.

2.3.2.2 Field observation of site work, blasting, installation of fill material, and installation and testing of pipe and fittings and restoration of roadways, drives, vegetation, etc.

2.3.2.3 Obtain "AS-BUILT" information.

2.3.2.4 Assist in resolving "complaints" from property owners, residents and others.

2.3.2.5 Photograph construction and label and date photographs.

3. PERIOD OF SERVICE

This Amendment will become effective upon execution by both parties and extends the existing contract and shall be applicable to all additional work authorized in writing by OWNER and accepted by ENGINEER subsequent to the date of its execution.

4. ADDITIONAL SERVICES

Should there be a change in the Scope of Work, Engineer will make such changes or furnish additional services as directed by the Owner.

SECTION III - PAYMENT

For the work described under SECTION II - CHARACTER AND EXTENT OF SERVICES, Paragraph 1 and 2 Engineer shall receive the lump sum amounts shown below to be billed and paid in partial payments on a monthly basis.

Phase I - Preliminary Engineering,
Plans and Specifications, and Assistance
in Receipt of Construction Bids

TOTAL LUMP SUM AMOUNT
MAXIMUM TOTAL NOT TO EXCEED \$ 22,106.25

Phase II - Construction Administration

TOTAL LUMP SUM AMOUNT
MAXIMUM TOTAL NOT TO EXCEED \$ 13,263.75

SECTION IV - CONTROL OF SERVICES

It is understood and agreed that Owner shall have complete control of the services to be rendered

SECTION V - INSURANCE

The Engineer currently has in force, and agrees to maintain in full force and effect during the term of this Agreement, the following schedule of insurance:

Workmen's Compensation	Arkansas Statutory Limit
Automobile Liability (Combined Property Damage and Bodily Damage)	\$450,000.00
Engineer's Professional Liability	\$ 2,000,000.00 - \$5,000.00 Ded.

SECTION VI - SUCCESSORS AND ASSIGNS

Owner and Engineer each bind himself and his successor, executors, administrators, and assigns to the other part of this Agreement and to the successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement; neither Owner nor Engineer shall assign, sublet or transfer any interest in this Agreement without the prior written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party hereto.

IN TESTIMONY WHEREOF, this instrument has been executed on behalf of the above named Engineer and Owner in multiple counterparts, each of which shall be deemed an original and all of which constitute one agreement, on the day and year first above written.

OWNER

City of North Little Rock
North Little Rock, Arkansas.

By _____
Patrick H. Hays, Mayor

ATTEST:

Diane Whitbey, City Clerk

ENGINEER

MARLAR ENGINEERING COMPANY, INC.

By *Michael P. Marlar* _____
Michael P. Marlar, President

ATTEST:
