

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 CONSTRUCTION OBSERVATION PHASE OF THE POE STREET DRAINAGE AND STREET IMPROVEMENT PROJECT FROM ALMA STREET TO GLENVIEW LANE, 42<sup>ND</sup> YEAR (2016) CDBG PROGRAM, IN THE LUMP SUM AMOUNT NOT TO EXCEED \$12,500.00; AND FOR OTHER PURPOSES.**

WHEREAS, the City of North Little Rock desires to do a project known as Poe Street Drainage and Street Improvement Project from Alma Street to Glenview Lane, 42<sup>nd</sup> Year (2016) 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, Marlar Engineering Co., Inc. is a firm selected to provide engineering services to the City and has proposed to perform the Engineering Construction Observation Phase for an amount not to exceed \$12,500.00.

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 Poe Street Drainage and Street Improvements from Alma Street to Glenview Lane covering the Construction Observation Phase in an amount not to exceed \$12,500.00.

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

PASSED:

APPROVED:

\_\_\_\_\_

\_\_\_\_\_

Mayor Joe A. Smith

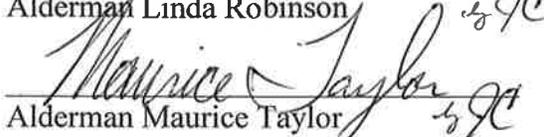
SPONSORS:

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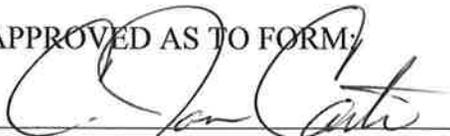
  
Alderman Linda Robinson

\_\_\_\_\_

Diane Whitbey, City Clerk

  
Alderman Maurice Taylor

APPROVED AS TO FORM:

  
C. Jason Carter, City Attorney

PREPARED BY THE OFFICE OF THE CITY ATTORNEY/b

FILED <u>11:36</u> A.M. _____ P.M.
By <u>C. Jason Carter, City Atty</u>
DATE <u>10/4/16</u>
<b>Diane Whitbey, City Clerk and Collector North Little Rock, Arkansas</b>
RECEIVED BY <u></u>

**AGREEMENT FOR ENGINEERING SERVICES (CONSTRUCTION OBSERVATION)  
POE STREET FROM ALMA TO GLENNVIEW – DRAINAGE, STREET AND SIDEWALK IMPROVEMENTS  
CITY OF NORTH LITTLE ROCK**

STATE OF ARKANSAS)  
      )SS  
COUNTY OF PULASKI)

THIS AGREEMENT made, entered into and executed this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by and between the CITY OF NORTH LITTLE ROCK, North Little Rock, Arkansas, acting herein, by and through its MAYOR, Joe Smith, 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 **POE STREET FROM ALMA TO GLENNVIEW – DRAINAGE, STREET AND SIDEWALK IMPROVEMENTS.**

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 II - CONSTRUCTION ADMINISTRATION**

**1.1 GENERAL CONSTRUCTION ADMINISTRATION**

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

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

1.1.2 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.

1.1.3 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.

1.1.4 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.

1.1.5 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.



1.1.6 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.

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

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

## 1.2 FIELD SURVEYS

1.2.1 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.

1.2.2 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.

## 1.3 CONSTRUCTION OBSERVATION

1.3.1 During the time construction shall actually be in progress, ENGINEER shall provide construction observation consisting of daily site visits for two (2) hours each day. ENGINEER'S REPRESENTATIVE shall observe and report the progress and quality of the construction work to safeguard and assure OWNER that the CONTRACTOR'S work is performed, and the PROJECT is constructed, in accordance with PROJECT plans, specifications and contract documents. ENGINEER'S REPRESENTATIVE shall not be responsible for supervising CONTRACTOR or its employees, or determining CONTRACTOR'S methods, techniques, sequences, procedures or safety precautions, but ENGINEER'S REPRESENTATIVE shall review such methods, techniques, sequences or procedures prior to their use and notify OWNER and ENGINEER of any defects observed. If necessary, to protect OWNER'S interest, ENGINEER'S REPRESENTATIVE shall stop construction of the work in the event of CONTRACTOR'S failure to conform to the PROJECT plans, specifications and contract documents.

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

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

1.3.2.2 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.

1.3.2.3 Obtain "AS-BUILT" information.

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

1.3.2.5 Photograph construction and label and date photographs.

## 2. 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 upon execution of an amendment to this agreement.

**SECTION III - PAYMENT**

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

Phase II - Construction Administration - Poe Street from Alma to Glennview  
(Phase II Construction)

**TOTAL LUMP SUM AMOUNT**  
**MAXIMUM TOTAL NOT TO EXCEED     \$ 12,500.00**

**(CONSTRUCTION OBSERVATION - POE STREET FROM ALMA TO GLENNVIEW)**

**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 agree 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	\$1,000,000.00 - \$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 \_\_\_\_\_  
Joe Smith, Mayor

ATTEST;

\_\_\_\_\_

ENGINEER  
MARLAR ENGINEERING COMPANY, INC.

By Michael P. Marlar  
Michael P. Marlar, President

ATTEST

Michael P. Marlar