

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT WITH CRAFTON, TULL & ASSOCIATES TO PROVIDE SERVICES FOR THE PREPARATION OF CONSTRUCTION PLANS, BID DOCUMENT AND CONSTRUCTION ADMINISTRATIVE SERVICES FOR THE MAIN STREET IMPROVEMENTS PROJECT, 22ND STREET TO PERSHING BOULEVARD; APPROPRIATING FUNDS; AND FOR OTHER PURPOSES.

WHEREAS, the City of North Little Rock desires to implement a project known as the Main Street Improvements Project, 22nd Street to Pershing Boulevard; 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, Crafton, Tull & Associates is a firm selected to provide engineering services to the City and has proposed to perform the construction plans, bid document and construction administration services for the sum of \$10,800.00.

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

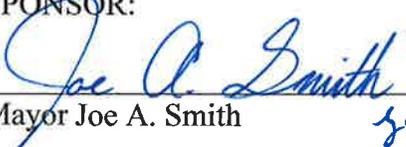
SECTION 1: That the Mayor and City Clerk are hereby authorized and directed to enter into an Agreement for Professional Services (substantially similar to Exhibit "A" attached hereto) with Crafton, Tull & Associates. for the Main Street Improvements Project, 22nd Street to Pershing Boulevard, covering the construction plans, preparation of bid document and construction administration services in the amount \$10,800.00.

SECTION 2: That the total amount of \$10,800.00 is hereby appropriated from the Street Fund.

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

PASSED:

APPROVED:

SPONSOR:

Mayor Joe A. Smith

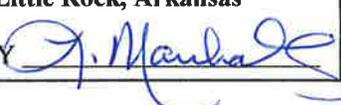
Mayor Joe A. Smith
ATTEST:

Diane Whitbey, City Clerk

APPROVED AS TO FORM:


C. Jason Carter, City Attorney

PREPARED BY THE OFFICE OF THE CITY ATTORNEY/b

FILED	<u>11:56</u>	A.M.	_____	P.M.
By	<u>City Atty Carter</u>			
DATE	<u>3-17-15</u>			
Diane Whitbey, City Clerk and Collector North Little Rock, Arkansas				
RECEIVED BY				



**SHORT FORM OF AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of 3/6/15 ("Effective Date") between

City of North Little Rock ("Owner")

and Crafton, Tull & Associates, Inc. ("Engineer")

Engineer agrees to provide the services described below to Owner for Main Street Improvements --
22nd Street to Pershing Blvd. ("Project").

Description of Engineer's Services: Provide construction plans, bid document and construction administration services
for Main Street Improvement between 22nd Street and Pershing Blvd. to supplement the North Little Rock High School
Pedestrian Crossing. See Attached Scope of Services & Man-hour Estimate

Street Address of Property *: 22nd Street to Pershing Blvd.
North Little Rock, AR

Owner and Engineer further agree as follows:

1.01 Basic Agreement

A. Engineer shall provide, or cause to be provided, the services set forth in this Agreement, and Owner shall pay Engineer for such Services as set forth in Paragraph 9.01.

2.01 Payment Procedures

A. *Preparation of Invoices.* Engineer will prepare invoices in accordance with Engineer's standard invoicing practices and submit the invoices to Owner.

B. *Payment of Invoices.* Invoices are due and payable upon receipt*. If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law,

if less) from said thirtieth day. In addition, Engineer may, without liability, after giving seven days written notice to Owner, suspend services under this Agreement until Engineer has been paid in full all amounts due for services, expenses, and other related charges. Payments will be credited first to interest and then to principal.

C. *Lien Rights**. The Owner understands that the Engineer is entitled to a lien against the property if not paid in full for services provided to improve the property. The Owner understands that this lien can be enforced by the sale of the property if necessary.

* This is a change from the standard EJCDC E-520 form.

3.01 Additional Services

A. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above.

B. Owner shall pay Engineer for such additional services as follows: For additional services of Engineer's employees engaged directly on the Project an amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times standard hourly rates for each applicable billing class; plus reimbursable expenses and Engineer's consultants' charges, if any.

4.01 Termination

A. The obligation to provide further services under this Agreement may be terminated:

1. For cause,

a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party.

b. By Engineer:

upon seven days written notice if Engineer believes that Engineer is being requested by Owner to furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or

upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control.

Engineer shall have no liability to Owner on account of such termination.

c. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under paragraph 4.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its failure and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case

more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon the receipt of notice by Engineer.

B. The terminating party under paragraphs 4.01.A.1 or 4.01.A.2 may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Project site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

5.01 Controlling Law

A. This Agreement is to be governed by the law of the state in which the Project is located.

6.01 Successors, Assigns, and Beneficiaries

A. Owner and Engineer each is hereby bound and the partners, successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by paragraph 6.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

7.01 General Considerations

A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services. Engineer and its consultants may use or rely upon the design services of

others, including, but not limited to, contractors, manufacturers, and suppliers.

B. Engineer shall not at any time supervise, direct, or have control over any contractor's work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for safety precautions and programs incident to a contractor's work progress, nor for any failure of any contractor to comply with laws and regulations applicable to contractor's work.

C. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor.

D. Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any contractor's agents or employees or any other persons (except Engineer's own employees) at the Project site or otherwise furnishing or performing any of construction work; or for any decision made on interpretations or clarifications of the construction contract given by Owner without consultation and advice of Engineer.

E. The general conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (No. C-700, 2002 Edition).

F. All design documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed.

G. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to \$50,000 or the total amount of compensation received by Engineer, whichever is greater.

H. The parties acknowledge that Engineer's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste, and radioactive materials). If Engineer or any other

party encounters a Hazardous Environmental Condition, Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (i) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the Site is in full compliance with applicable Laws and Regulations.

I. Files in electronic media format of text, data, graphics, or other types that are furnished by the Engineer to the Owner or to the Contractor upon the Owner's direction are furnished only for convenience, not reliance by the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.*

J. In the event of a negligent error or omission in the Engineer's designs, plans, Specifications, or other services ("the defect"), the Engineer's sole responsibility and liability for the defect shall not exceed the Engineer's services to re-perform or redesign the plans, specifications, services or other deliverables related to the defect, plus the reasonable direct damages caused by the defect. The Engineer shall not be liable for and damages shall not include the cost of any addition, betterment, or improvement to the Work, nor for any item that otherwise would have been required to complete the Work, nor the cost and expense that would have been incurred by the Owner had such defect not occurred.*

* This is a change from the standard EJCDC E-520 document.

8.01 Total Agreement

A. This Agreement (consisting of pages 1 to 4 inclusive together with any expressly incorporated appendix), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

9.01 Payment (Lump Sum Basis)

A. Using the procedures set forth in paragraph 2.01, Owner shall pay Engineer as follows:

1. A Lump Sum amount of \$ 10,425. This amount includes compensation for Engineer's Basic Services. The Lump Sum noted herein accounts for labor, overhead, and profit.

2.* Reimbursable expenses and outside services shall be invoiced over and above the Lump Sum fee at cost times a 1.15 multiplier. Compensation for reimbursable expenses is estimated to be \$ 375.

3.* The Engineer may subcontract with other consultants to complete the services on the Project. The cost for such subconsultants shall be invoiced over and above the Lump Sum fee at cost times a 1.05 multiplier. The Owner shall have the opportunity to approve the use of such subconsultants prior the Engineer engaging their services.

4.* Additional services authorized in writing by the Owner shall be invoiced at the Engineer's Standard Hourly Rates, as shown in the attached Exhibit "B".

5.* A retainer in the amount of \$ 0 for the Engineer to begin work on this project. The amount of the retainer is included in the Lump Sum amount and will be applied to the final invoice.

B. The Engineer's compensation is conditioned on the time to complete construction not exceeding 24 months. Should the time to complete construction be extended beyond this period, total compensation to Engineer shall be appropriately adjusted.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

OWNER: CITY OF NORTH LITTLE ROCK, AR

ENGINEER: CRAFTON, TULL & ASSOCIATES, INC.

By: _____
Printed Name and Signature

By: Brad Peterson
Brad Peterson, PE

Title: _____

Title: Vice President - Infrastructure

Date Signed: _____

Date Signed: 3/6/15

License or Certificate No. and State AR PE 13217

Address for giving notices: _____

Address for giving notices: _____

10825 Financial Center Parkway, Suite 300

Little Rock, AR 72211

phone: _____

phone: (501)664-3245

e-mail address: _____

e-mail address: brad.peterson@craftontull.com

* This is an addition to the standard EJCDC E-520 document.

SCOPE OF SERVICES / MAN-HOUR ESTIMATE
 Main Street Overlay Extensior
 Norht Little Rock, AR

CIVIL ENGINEERING & SURVEY SERVICES

TASK NO.	ITEM DESCRIPTION	CLERICAL	CIVIL TECH	CIVIL ENG	PROJECT MANAGER	ITEM PRICE
1	Topo Survey	0.0	0.0	0.0	0.0	\$3,275.00
2	Construction Plan Prep Incl. Phasing & Maintenance of Traffic	0.0	16.0	20.0	8.0	\$3,840.00
3	Quantity Take-off, Estimate of Probable & Bid Document Prep	2.0	0.0	4.0	6.0	\$1,180.00
4	Contract Administration & Periodic Construction Observation	2.0	0.0	12.0	8.0	\$2,130.00

MAN-HOUR ESTIMATE SUMMARY	QTY	UNITS	RATE	TOTAL
Topo Survey	1.0	Lump Sum	\$3,275.00	\$3,275.00
Clerical	4.0	Hours	\$65.00	\$260.00
Civil Technician	16.0	Hours	\$70.00	\$1,120.00
Civil Engineer	36.0	Hours	\$90.00	\$3,240.00
Project Manager	22.0	Hours	\$115.00	\$2,530.00
Total Direct Labor				\$10,425.00
GPS Equipment	8	Hours	\$35.00	\$280.00
Mileage	170	Miles	\$0.56	\$95.00
Total Indirect Costs				\$375.00
Total Estimated Fee				\$10,800.00

TOPOGRAPHIC SURVEY

SURVEYORS OPINION OF PROBABLE COST

Project: NLR Main Street - 550 L.F.

Date: March 4, 2015

Item No.	Task	2 Man Crew	3 Man Crew	PLS	Surv. Tech.	Cad Tech.	Cost
1	Record Research						\$0.00
2	Field Investigation						\$0.00
3	Control Traverse						\$0.00
4	Set Project Control	3					\$330.00
5	Benchmark Circuits						\$0.00
6	Topographic Survey	10					\$1,100.00
7	Locate Improvements						\$0.00
8	Locate Above Ground Utilities	3					\$330.00
9	Locate Drainage	3					\$330.00
10	Review Record Documents						\$0.00
11	Boundary Calculations						\$0.00
12	Drafting			2	10		\$990.00
13	QA/QC			1	1		\$195.00
14	Set Property Corners						\$0.00
	SUBTOTAL	19	0	3	11	0	\$3,275.00
		Mileage	Materials	Per Diem	Robotic	GPS	
	Estimated Expenses	150				8	\$362.50
	TOTAL PROBABLE COST						\$3,637.50



Exhibit "B"

Standard Hourly Rate Schedule
Effective January 17, 2015

Category	Hourly Rate
CIVIL ENGINEERING	
ENGINEERING PRINCIPAL	\$ 160
SR. ENGINEERING MANAGER	\$ 150
ENGINEERING MANAGER	\$ 135
SR. PROJECT ENGINEER	\$ 115
PROJECT ENGINEER	\$ 105
ENGINEER INTERN II	\$ 90
ENGINEER INTERN I	\$ 80
SR. ENGINEERING DESIGNER	\$ 115
ENGINEERING DESIGNER III	\$ 95
ENGINEERING DESIGNER II	\$ 85
ENGINEERING DESIGNER I	\$ 75
ENGINEERING CAD TECHNICIAN III	\$ 70
ENGINEERING CAD TECHNICIAN II	\$ 55
ENGINEERING CAD TECHNICIAN I	\$ 45
ADMINISTRATIVE	
ADMINISTRATIVE PRINCIPAL	\$ 160
ADMINISTRATIVE MANAGER	\$ 120
ADMINISTRATIVE IV	\$ 80
ADMINISTRATIVE III	\$ 65
ADMINISTRATIVE II	\$ 45
ADMINISTRATIVE I	\$ 35
LANDSCAPE ARCHITECTURE	
SR. LANDSCAPE ARCHITECT	\$ 115
PROJECT LANDSCAPE ARCHITECT	\$ 90
LANDSCAPE ARCHITECTURE DESIGNER	\$ 80
LANDSCAPE ARCHITECT INTERN	\$ 55
PLANNING	
PLANNING MANAGER	\$ 130
SR. PLANNER	\$ 115
PLANNER	\$ 90
PLANNER INTERN	\$ 55

Category	Hourly Rate
INSPECTION	
SR. INSPECTOR	\$ 95
INSPECTOR II	\$ 85
INSPECTOR I	\$ 65
SURVEYING	
PROFESSIONAL SURVEYOR PRINCIPAL	\$ 160
SR. PROFESSIONAL SURVEYOR	\$ 125
PROFESSIONAL SURVEYOR	\$ 90
SURVEY COORDINATOR	\$ 75
SURVEYOR INTERN	\$ 75
SURVEY PARTY CHIEF	\$ 65
SURVEY TECHNICIAN III	\$ 55
SURVEY TECHNICIAN II	\$ 40
SURVEY TECHNICIAN I	\$ 30
GEOGRAPHIC INFORMATION SYSTEMS	
GIS MANAGER	\$ 95
GIS ANALYST	\$ 85
GIS TECHNICIAN II	\$ 55
GIS TECHNICIAN I	\$ 40
REIMBURSABLE EXPENSES	
GPS Equipment.....	\$35/Hour
Robotic Survey Equipment.....	\$20/Hour
LiDAR Scanning Equipment	\$35/Hour
Job Related Mileage.....	\$0.56/Mile
Per Diem for Out of Town Crews.....	Per GSA Allowable
Airfare and other travel related expenses.....	At Cost
Black and white 8.5"x11" Copies	\$0.15/sheet
Color 8.5"x11" Copies	\$1.50/sheet
Photo Paper Color Plan Sheet Copies	\$0.75/sq. ft.
Reproducible Plan Copies (Vellum)	\$1.50/sq. ft.
Reproducible Plan Copies (Bond)	\$0.35/sq. ft.
All rates are subject to change without notice.	