

RESOLUTION NO. \_\_\_\_

**A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A CONTRACT WITH THOMAS ENGINEERING COMPANY, INC. TO PROVIDE PROFESSIONAL SERVICES FOR THE SIXTH STREET DESIGN PROJECT (MAIN TO MAGNOLIA) AND FOR PARKING LOTS EAST OF THE TROLLEY BARN; AND FOR OTHER PURPOSES.**

WHEREAS, in connection with the development of properties in the area near the Argenta Plaza, the City of North Little Rock (the "City") is extending Sixth Street from Main to Magnolia Street and constructing two parking lots on Sixth Street east of the Trolley Barn (see map attached hereto as Exhibit A); and

WHEREAS, Thomas Engineering Company, Inc. is a firm selected by the Architect and Engineering Committee to provide engineering services to the City and has proposed to provide professional engineering services, as set forth below for the Sixth Street Design Project (Main to Magnolia) and for the design and construction phase of the parking lots.

Civil Engineering & Architectural Design Phase	\$140,307.00
Sixth Street Signal Design & Trolley Design	\$ 25,000.00
Construction Phase	\$ 38,000.00
EDA Grant Coordination and Documentation	<u>\$ 9,000.00</u>
	\$212,307.00

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 to enter into a contract with Thomas Engineering Company, Inc. (substantially similar to Exhibit B attached hereto) for professional engineering services for the Sixth Street Design Project (Main to Magnolia) and for professional engineering services related to the construction of two parking lots east of the Trolley Barn in the amount \$212,307.00.

SECTION 2: That the contract amount of \$212,307.00 has been included in the Street Fund in the FY2019 budget.

SECTION 3: That all contracts/agreements outlined and approved herein will be reviewed and approved by the City Attorney's Office prior to the execution thereof.

SECTION 4: That this Resolution shall be in full force and effect from and after its passage and approval.

PASSED:

\_\_\_\_\_

APPROVED:

\_\_\_\_\_

Mayor Joe A. Smith

SPONSOR:

Joe A. Smith  
Mayor Joe A. Smith *by AT*

ATTEST:

\_\_\_\_\_

Diane Whitbey, City Clerk

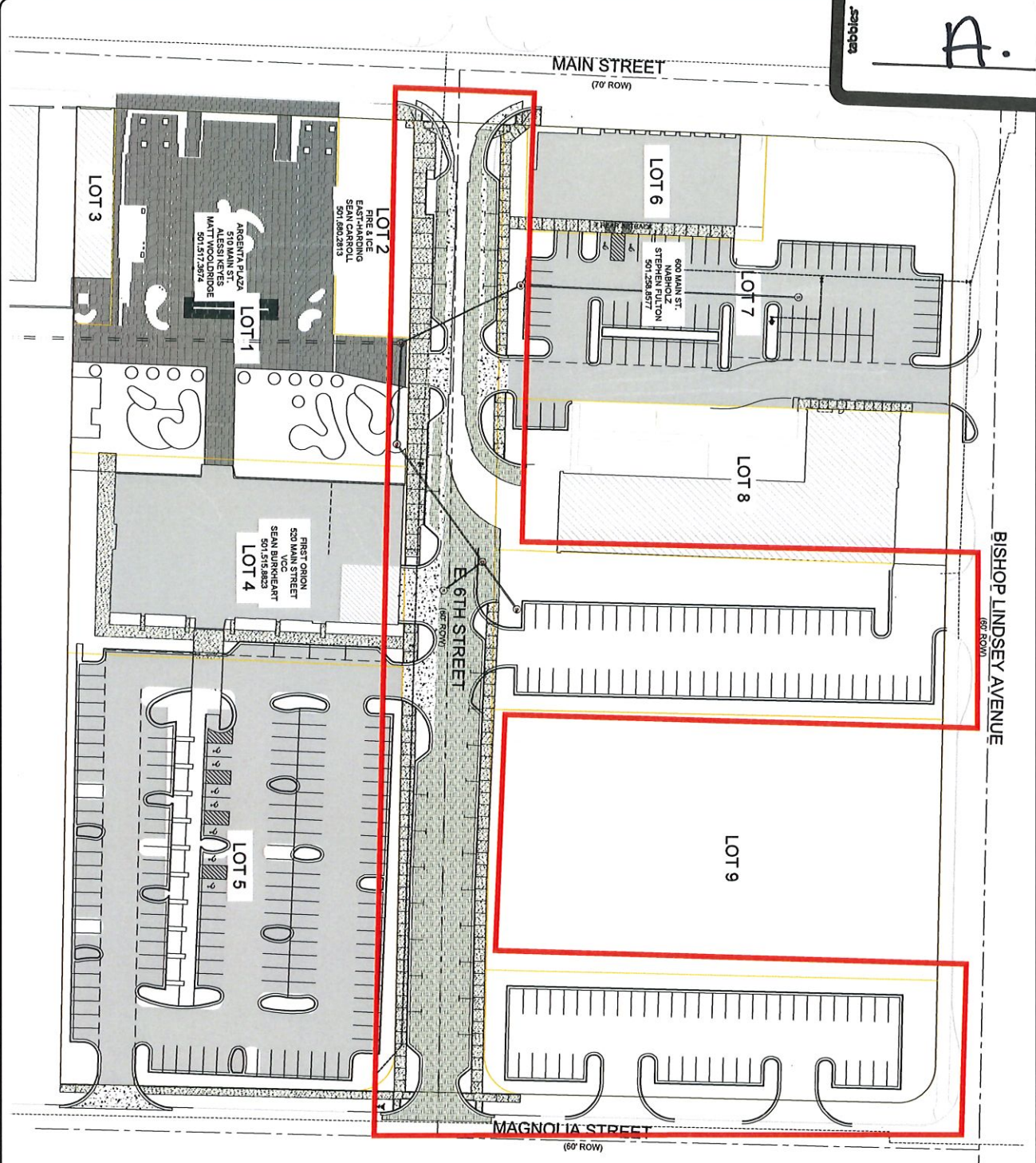
APPROVED AS TO FORM:

Amy Beckman Fields  
Amy Beckman Fields, City Attorney

PREPARED BY THE OFFICE OF THE CITY ATTORNEY/cf

FILED	10:30	A.M.	_____	P.M.
By	A. Fields			
DATE	1-8-19			
<b>Diane Whitbey, City Clerk and Collector North Little Rock, Arkansas</b>				
RECEIVED BY	S. Ussery			

tabbles  
**EXHIBIT**  
A.



**EXHIBIT**  
**MAP**

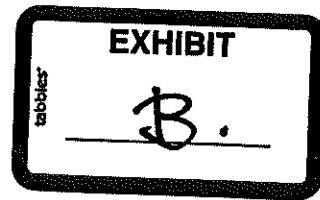


**THOMAS ENGINEERING COMPANY**  
3810 JOHNSON ROAD, N. LITTLE ROCK, AR 72118  
TEL: 501-753-4463 FAX: 501-753-4814

**OVERALL SITE PLAN**  
**ARGENTA PLAZA**  
**ADDITION**  
NORTH LITTLE ROCK, ARKANSAS

DATE	10/2018
SCALE	1" = 20'
SHEET NO.	1 OF 1





**CONTRACT**

**FOR**

**PROFESSIONAL SERVICES BETWEEN OWNER AND ENGINEER**

**6<sup>TH</sup> STREET – MAIN TO MAGNOLIA AND  
PARKING LOTS EAST OF TROLLEY BARN**

THIS CONTRACT is made this \_\_\_\_ day of \_\_\_\_\_, 2019, by and between THE CITY OF NORTH LITTLE ROCK, herein called the “City,” acting herein through its Mayor, Joe A. Smith, and Thomas Engineering Company, Inc., herein called “Engineer” or “Consultant.”

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

**ARTICLE 1 -- SCOPE OF ENGINEER’S BASIC SERVICES**

1.01 The Engineer will provide all professional services necessary for the complete design and construction documentation of the Project (the “Work”), as generally identified below, and more specifically described in the Contract Documents, attached hereto as *Exhibit 1 SURVEY AND CIVIL ENGINEERING SCOPE OF WORK*:

6<sup>th</sup> Street from Main Street to Magnolia Street and Parking Lots East of the Trolley Barn as further described in *Exhibit 1 SURVEY AND CIVIL ENGINEERING SCOPE OF WORK*.

**ARTICLE 2 – CONTRACT DOCUMENTS**

2.01 The Contract Documents shall consist of:

- .1 This fully executed Agreement, including all attachments;
- .2 Scope of Work Attachment
- .2 Written Amendments;

**ARTICLE 3 – ENGINEER’S TEAM MEMBERS**

3.01 Team Members:

Thomas Engineering Company, Inc.

Subcontractors: Taggart Architects  
 Garver  
 Landscape Architecture, Inc.

**ARTICLE 4 – CITY’S DESIGNATED REPRESENTATIVE**

4.01 *The City’s Designated Representative is:*

Chris Wilbourn, Director of Engineering

**ARTICLE 5 – DELIVERABLES:**

5.01 Consultant shall provide to the City the following:

- .1 Construction plans for the Work.
- .2 Engineer’s estimate of probable construction cost
- .3 Construction documentation and as-builts as described above.

**ARTICLE 6 – BASIC AGREEMENT AND PERIOD OF SERVICE**

6.01 Engineer shall provide or furnish all professional services necessary for the complete design and construction documentation of the Project. If authorized by City, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above (“Additional Services”).

**ARTICLE 7 -- PAYMENT PROCEDURES**

7.01 Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to City on a monthly basis. Invoices are due and payable within 15 days of receipt.

7.02 As compensation for Engineer providing or furnishing Services and, if applicable, Additional Services, City shall pay Engineer as set forth in Paragraphs 7.01 and 7.04. If City disputes an invoice, either as to amount or entitlement, then City shall promptly advise Engineer in writing or the specific basis of the dispute, may withhold only that portion so disputed, and must pay the undisputed portion.

7.03 City shall pay Engineer for Services as follows:

.1 Lump Sum Amount for the following tasks

- a. Civil Engineering and Architectural Design Phase: \$140,307.00
- b. 6<sup>th</sup> Street Signal Design & Trolley Design \$25,000.00
- c. Construction Phase

Construction Phase Services will be an hourly rate equal to the cumulative hours charged to the Project by each class of Engineer’s employee’s times standard hourly rates for each applicable billing class, plus reimbursement of expenses incurred in connection with providing the Services and Engineer’s consultants’ charges, if any. Total of Construction Phase hourly services shall not exceed the amount listed below without permission from City.

Subtotal Hourly Construction Phase Services: \$38,000.00

d. EDA Grant Coordination and Documentation \$9,000.00

The maximum total compensation for Services and reimbursable expenses is estimated to be:

**\$212,307.00**

The estimated construction cost of all improvements covered by this agreement is \$1,742,085.00.

Engineer's standard Hourly Rates are attached as ATTACHMENT "A".

7.04 For Additional Services, City shall pay Engineer an amount equal to the cumulative hours charged in providing the Additional Services by each class of Engineer's employees, times standard hourly rates for each applicable billing class; plus reimbursement of expenses, as defined herein, incurred in connection with providing the Additional Services and Engineer's consultants' charges, if any. Engineer's standard hourly rates are attached as Appendix 1. Additional Services will be permitted only if approved in writing by the City and Engineer.

7.05 "Reimbursable expenses" are defined as the following:

- .1 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .2 Printing, reproductions, standard form documents;
- .3 Postage and handling;
- .4 Models, mock-ups, professional photography, and presentation materials requested by the City and prepared in-house by Engineer.

#### ***ARTICLE 8 – NON-APPROPRIATION***

8.01 Notwithstanding any other provision of this Contract, with respect to any financial obligation of the City which may arise under this Agreement in any fiscal year after the year of execution, in the event the budget or other means of appropriation for any year fails to provide funds in sufficient amounts to discharge such obligation, such failure (i) shall act to terminate this Contract at such time as the then-existing and available appropriations are depleted, and (ii) neither such failure nor termination shall constitute a default or breach of this Contract, including any sub-agreement attachment, schedule, or exhibit thereto, by the Owner. As used herein, the term "appropriation" shall mean and include the due adoption of an appropriation ordinance and budget which contains an allocation of sufficient funds for the performance of fiscal obligations arising under this Contract.

#### ***ARTICLE 9 – ENGINEER'S REPRESENTATIONS AND WARRANTIES***

9.01 In order to induce City to enter into this Agreement Engineer makes the following representations:

.1 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 State of Arkansas, and that all work on the Project shall meet the specifications set forth in the Contract Documents. Engineer further represents and warrants that Engineer and all personnel used to perform the Project, possess the knowledge, skill, and experience necessary to perform the Project.

.2 The Engineer hereby represents that it (and the individual engineers it employees on this Project) are licensed to practice Engineering as required by law in the State of Arkansas. Nothing in this Agreement shall be construed to authorize performance by the Engineer at a standard of care that is reduced from that which is required by law and which is expected of engineers practicing under similar circumstances and conditions.

.3 The Engineer agrees that its designs, Construction Documents, and Services shall conform to all federal, state, and local statutes and regulations applicable to its Services and the Project.

.4 The Engineer agrees and acknowledges that this duty is non-delegable – and that the Engineer, by signing drawings or preparing Construction Documents to submit for purposes of obtaining building and other governmental permits, shall be deemed to certify that it has taken every reasonable measure to ascertain what codes apply to the Project and as applied them accordingly. Nothing in this Agreement shall be construed to eliminate or diminish the Engineer's responsibility for compliance of its design, it Construction Documents, and its Services provided with local, state, and federal statutes and regulation.

9.02 The Engineer further represents and warrants that:

.1 Engineer has full power and authority to enter into this Agreement and to carry out the Project contemplated by this Agreement.

.2 The Engineer represents and warrants that Engineer will comply with all laws applicable to the performance of the Project under this Agreement.

.3 The Engineer represents and warrants that Engineer's execution, delivery, and performance of this Agreement will not constitute: (i) a violation of any judgment, order, or decree binding on Engineer; (ii) a breach under any contract by which Engineer is bound; or (iii) an event that would, with notice or lapse of time, or both, constitute such a breach.

.4 The Engineer represents and warrants that the Project will be performed with the degree of skill and care that is required by current, good, and sound professional procedures and practices, and in conformance with generally accepted professional procedures and industry standards prevailing at the time the Project is performed,

.5 The Engineer represents and warrants that Engineer has, and shall maintain in effect for the duration of this Agreement, all licenses, permits qualifications, and approvals of whatsoever nature which are legally required for Engineer to complete the Project. If applicable, Engineer shall also take reasonable steps to ensure that all permitted subcontractors are similarly licensed and qualified.

**ARTICLE 10 – EXCLUDED ENGINEER SERVICES**

10.01 Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means,

methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a Constructor to comply with laws and regulations applicable to such Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.

10.02 Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform its work.

10.03 Engineer's opinions (if any) of probable construction cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by Engineer. If City requires greater assurance as to probable construction cost, then City agrees to obtain an independent cost estimate.

10.04 Engineer shall not be responsible for any decision made regarding the construction contract requirements, or any application, interpretation, clarification, or modification of the construction contract documents other than those made by Engineer or its consultants.

10.05 Engineer's Services do not include any services related to unknown or undisclosed Constituents of Concern, *as defined herein*. If Engineer or any other party encounters, uncovers, or reveals an unknown or undisclosed Constituent of Concern, then 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 the City retains appropriate specialist consultants or contractors to identify, abate and/or remove the Constituent of Concern and warrant that the portion of the Project affected is in full compliance with applicable laws and regulations, or terminate this Agreement for cause if it is not practical to continue providing Services.

10.06 Engineer's Services and, if applicable, Additional Services, do not include:

- .1 serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor for registration rules issued by the Securities and Exchange Commission;
- .2 advising City, or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances;
- .3 providing surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements; and
- .4 providing legal advice or representation;
- .5 geotechnical, soils or subsurface engineering and/or structural engineering, and/or environmental investigations or permitting, wetland investigations or permitting.

#### ***ARTICLE 11 – TERMINATION***



11.01 The obligation to continue performance under this Agreement may be terminated for cause:

.1 By either party upon thirty (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; or

.2 Failure to pay Engineer for its Services is a substantial failure to perform and a basis for termination.

11.02 The obligation to continue performance under this Agreement may be terminated by Engineer upon seven days written notice if City demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional. Engineer shall have no liability to City on account of a termination for cause by Engineer.

11.03 Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under paragraph 11.01 if the party receiving such notice begins, within seven (7) days receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than thirty (30) days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such thirty (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, sixty (60) days after the date of receipt of the notice.

11.04 The obligation to continue performance under this Agreement may be terminated for convenience, by City effective upon Engineer's receipt of written notice from City.

11.05 In the event of any termination under paragraph 11.01, Engineer will be entitled to invoice City and to receive full payment for all Services and, if applicable, Additional Services performed or furnished in accordance with this Agreement, plus reimbursement of expenses incurred through the effective date of termination in connection with providing the Services and, if applicable, Additional Services, and Engineer's consultants' charges, if any, upon providing documentary support to the City's satisfaction.

#### ***ARTICLE 12 – CHANGE ORDERS***

12.01 City and Engineer agree and acknowledge as a part of this Agreement that no Change Order, as defined herein, or other form or order or directive is authorized without written assurance by the Director of Finance that lawful appropriations to cover the costs of the additional work have been made, and funds are available. The change order shall be signed by the City's Designated Representative, and the Engineer. It is the Engineer's sole responsibility to know, determine, and ascertain the authority of the City representative signing any change order under this Agreement.

#### ***ARTICLE 13 – DISPUTE RESOLUTION***

13.01 City and Engineer agree to negotiate each dispute between them in good faith during the thirty (30) days after written notice of dispute. If negotiations are unsuccessful in resolving the

dispute, then the dispute shall be mediated by using a mediation service, mutually agreed upon by the parties, located in Pulaski County, Arkansas with the costs being shared equally by the parties. If mediation is unsuccessful, the parties may exercise their rights at law in a court of competent jurisdiction in Pulaski County, Arkansas.

***ARTICLE 14 – WAIVER OF “REMOTE” OR “SPECULATIVE” DAMAGES***

14.01 City and Engineer agree that neither party will be liable for breach-of-contract damages that the breaching party could not reasonably have foreseen on entry into this Agreement. City agrees that Engineer’s total liability to City under this Agreement shall be limited to the total amount of compensation received by Engineer.

***ARTICLE 15 – INSURANCE***

15.01 Engineer shall maintain for the duration of this Agreement all forms of insurance required by law in the State of Arkansas, where the Project is located, and the state in which the Engineer is located, if different. In addition to professional liability insurance with a per occurrence basis, the Engineer shall also maintain insurance coverage for comprehensive general liability, automobile liability, and workers compensation by a carrier satisfactory to the City. The Engineer shall ensure that any and all Consultants engaged or employed by the Engineer carry and maintain similar insurance covering their respective portions of the Services.

***ARTICLE 16 – COPYRIGHT***

16.01 The Engineer and the City warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

16.02 The Engineer hereby assigns to the City, without reservation, all copyrights in all Project-related documents, models, photographs, and other expression created by the Engineer. Among those documents are certain “Instruments of Service,” including the design drawings and the Construction Documents. The assignment provided for in this Section 16.03 shall result in the City being deemed sole copyright holder in the Instruments of Service and in all other designs and drawings created or prepared for this Project; and no other person or entity shall be deemed co-author or joint copyright holder in the works created or prepared for this Project. The City’s obligation to pay the Engineer is expressly conditioned upon the Engineer’s obtaining a valid written comprehensive assignment of copyrights from its Consultants in terms identical to those that obligate the Engineer to the City as expressed in this subsection, which copyrights the Engineer, in turn, hereby assigns to the City. The City, in consideration, hereby grants the Engineer and its Consultants a revocable, nonexclusive license to reproduce the documents for purposes relating directly to the Engineer’s performance of its obligations under this Agreement, for the Engineer’s archival records, and for the Engineer’s reproduction of drawings and photographs in the Engineer’s marketing materials, provided that the Project-related contents of those materials are approved as requested in Section \_\_\_ of this Agreement. This nonexclusive license shall

terminate automatically upon the occurrence of either a breach of this Agreement by the Engineer or the accused commission by the Engineer of a tort or a crime affecting the City or the Project or upon termination of this Agreement. This nonexclusive license is granted to the Engineer alone and shall not be assigned by the Engineer to any other person or entity, except that the nonexclusive license granted in this Agreement to the Engineer for purposes of the Engineer's performance hereunder may be sub-licensed to the Engineer's Consultants (with the same limitations). Subject to the foregoing, this nonexclusive license shall terminate automatically upon an Engineer's assignment of this nonexclusive license to another or its attempt to do so.

16.04 The Engineer shall obtain similar nonexclusive licenses from the Engineer's consultants consistent with this Agreement.

16.05 In the event City uses the Instruments of Service on other projects not specific to this Scope of Work, the City releases the Engineer from all claims and causes of action arising from such uses.

16.06 Except for the licenses granted in this Article 12, no other license or right shall be deemed granted or implied under this Agreement. No other Project-related data, expression, or documents may be reproduced by the Engineer or its Consultants for any other purpose without the express written permission of the Owner.

16.07 If the City subsequently reproduces Project-related documents or creates a derivative work based upon Project-related documents created by the Engineer, the City shall (where permitted or required by law) remove or completely obliterate the original professional's seals, logos, and other indications on the documents of the identity of the Engineer and its Consultants.

16.08 The Engineer shall maintain the confidentiality of all Project documents and information and shall not publish or in any way disseminate or distribute any Project-related document, including, but not limited to, correspondence, estimates, drawings, specifications, photographs, or any other material relating to the Project without the express written authorization of the City.

#### ***ARTICLE 17 – DEFINITIONS***

17.01 Constituent of Concern – Any substance, product, waste, or other material of any nature whatsoever (including, but not limited to, Asbestos, Petroleum, Radioactive Material, and PCBs) which is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§1801 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; and (g) any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

17.02 Constructor – any person or entity (not including the Engineer, its employees, agents, representatives, and consultants), performing or supporting construction activities relating to the Project, including but not limited to contractors, subcontractors, suppliers City’s work forces, utility companies, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.

17.03 Designated City Representative – the individual or entity named as such in the Agreement.

17.04 Reimbursable Expenses – expenses defined in Section 6.05 of this Agreement.

17.05 Remote or Speculative Damages – losses that were not reasonably foreseeable as a consequence of the breach, on the Effective Date, by the Party that breaches this Agreement.

#### ***ARTICLE 18 – MISCELLANEOUS***

18.01 Choice of Law; Venue – The parties hereto agree that this Contract shall be construed under Arkansas law, excluding its conflict of laws rules. The parties further agree that proper jurisdiction and venue for any cause of action arising from this Contract shall be vested in either the U.S. District Court for the Eastern District of Arkansas or the Circuit Court of Pulaski County, Arkansas.

18.02 Non-Waiver – No delay or failure to exercise any right under this Contract shall impair any such right or be construed to be a waiver thereof. No waiver shall be effective unless in writing signed by the party waiving. A waiver of a right on one occasion shall not be deemed to be waiver of such right on any other occasion. A waiver of a right on one occasion shall not be deemed to be a waiver of any other right on that occasion.

18.03 No Assignment – The Project to be performed pursuant to this Contract is personal in nature, and Contractor may not, voluntarily or by operation of law, assign or transfer any of its rights or obligations under this Contract without the prior written consent of the City.

18.04 Merger – This Contract constitutes the full understanding of the parties, a complete allocation of risks between them and a complete and exclusive statement of the terms and conditions of their agreement, related to the Services provided hereunder. All prior agreements, negotiations, dealings and understandings, whether written or oral, regarding the subject matter hereof, are superseded by and merged into this Contract.

18.05 Data Transmission – City and Engineer may transmit, and shall accept, Project-related correspondence, documents, text, data, drawings, information, and graphic, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.

18.06 Modification – No conditions, usage of trade, course of dealing or performance, understanding or agreement purporting to modify, vary the terms or conditions of the Contract shall be binding unless hereafter made in writing and signed by the party to be bound, and no modification shall be effected by the acknowledgment or acceptance of any forms containing terms or conditions or variance with or in addition to those set forth in this Contract.

**18.07 Severability** – Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

**18.08 No Presumption against Drafter** – Each of the parties hereto has jointly participated in the negotiation and drafting of this Agreement. In the event an ambiguity or a question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by each of the parties hereto and no presumptions or burdens of proof shall arise favoring any party by virtue of the authorship of any provisions of this Agreement.

**18.09 Counterpart Execution** – This Contract may be executed in two or more counterparts, each of which is deemed as original but all constitute one and the same instrument.

**18.10 Filing** – This document shall be filed in the official records of the City Clerk of the City of North Little Rock, Arkansas. Either party may additionally file this document in any other governmental office deemed appropriate; however, the parties waive all claims and defenses in law or equity based upon such additional filing.

***[Signatures on Next Page]***



IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed on the above date intending to be bound thereby.

**City of North Little Rock**

**Thomas Engineering Company, Inc.**

By: \_\_\_\_\_  
Joe A. Smith, Mayor

By: \_\_\_\_\_  
Thomas R. Pownall, P.E.  
Vice President

ATTEST:

*Contract reviewed and approved by:*

\_\_\_\_\_  
Diane Whitbey, City Clerk

CITY OF NORTH LITTLE ROCK, ARKANSAS

*AMY BECKMAN FIELDS*  
North Little Rock City Attorney

BY: \_\_\_\_\_  
Deputy City Attorney Date

DRAFT

**Exhibit 1**

**SURVEY AND CIVIL ENGINEERING SCOPE OF WORK**

1.01 The Engineer shall perform all necessary services as detailed under this Contract in connection with and respecting the following undertaking:

1. 6<sup>th</sup> Street & Parking Lot(s)– Street, Drainage, Sanitary Sewer, & Water Line Improvements for 6<sup>th</sup> Street from Main Street to Magnolia Street and parking lot(s) north of 6<sup>th</sup> Street and East of Trolley Barn
  - a. Design Phase.
    - i. Meet with the City Engineer or his representative(s) to establish design criteria and scope of work.
    - ii. Topographic and Boundary Survey of the Project site (completed as separate contract).
    - iii. Civil Engineering Design
      1. Plan, Profile & Section Sheets showing:
        - a. Geometry of street curb & gutter, sidewalks, storm drainage, etc.
        - b. Sewer main extensions.
        - c. Water main extensions.
        - d. Erosion control plans.
        - e. Traffic Control/Barricade plan shall be responsibility of Contractor.
        - f. Traffic Control devices and signalization shall be designed by City.
        - g. Materials testing and geotechnical investigation are not included in this contract.
      2. Main Street and 6<sup>th</sup> Street Traffic signal analyzation and design.
        - a. Performed by Garver
        - b. Scope of work as described by attachment.
      3. Architectural Design
        - a. Performed by Taggart Architects as a subcontractor to Engineer.
        - b. Design of decorative fencing, concrete finishes, site lighting and other miscellaneous items necessary to complete the project.
        - c. Architectural fees shall be part of Civil and Architectural Design Fess listed in Section 3.01.1.
      4. Landscape Design of Parking Lot(s)
        - a. Performed by Landscape Architecture, Inc as a subcontractor to Engineer.
        - b. Landscape design of parking lot(s).
    - iv. Prepare detailed cost estimates and proposals for authorized construction which shall include summaries of bid items and quantities based on the

unit price system of bidding. The Engineer shall not be required to guarantee the accuracy of the estimates.

- v. Furnish to the City, without additional charge, five (5) sets of approved plans and specifications.

b. Construction Phase.

Bidding, Construction Stakeout, Construction Observation & Contract Administration.

- i. Assist the City in advertising for bids, notifying contractors, opening and tabulating the bids for each phase of construction, and advising the City as to the proper action for all proposals received.
- ii. Assist in the preparation of formal contract documents for the award of the contract.
- iii. Assist the City in EDA grant coordination and documentation.
- iv. Provide general engineering observation of the work of the construction contractor; a survey crew; and equipment and supplies necessary to provide the Construction Contractor with stakes to establish line and grade for any portion of the work.
- v. Provide horizontal and vertical control in the field entirely adequate for the proper construction of the project, in conformance with the construction plans and specifications.
- vi. Provide sufficient inspectors under the direct supervision of a Registered Professional Engineer, to check the contractor's work, make detailed estimates for interim and final pay estimates, and keep the City informed as to the progress and quality of the work. He will provide the City with one (1) set of reproducible "as-built" plans, and two (2) sets of prints, on paper, at no additional cost to the City. This set of "as-built" plans will be provided the City before final payment is made to the Engineer.
- vii. Check and approve samples, catalog data, schedules, shop drawings, laboratory shop and mill tests of materials and equipment and other data which the Contractor is required to submit, only for conformance with the design concept of the Project and compliance with the information given by the Contract Documents; and assemble written guarantees which are required by the Contract Documents.
- viii. Consult with and advise the City, act as their representative at the Project site, issue all instructions of the City to the Contractors, and prepare change orders as required.
- ix. Conduct, in company with the City, a final inspection of each contract for conformance with the design concept and compliance with the plans and specifications, and approve, in writing, final payment to the contractor.
- x. In performing these services, the Engineer will endeavor to protect the City against defects and deficiencies in the work of the Contractor, but he cannot guarantee the performance of the Contractor, nor be responsible for the actual supervision of construction operations or for the safety measure that the Contractor takes or should have.



THOMAS ENGINEERING COMPANY

**civil engineers**

**land surveyors**

3810 LOOKOUT RD

NORTH LITTLE ROCK, AR 72116

(501) 753-4463

FAX (501) 753-6814

NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

**THOMAS ENGINEERING COMPANY**

**HOURLY BILLING RATES**

ENGINEER, PRINCIPAL John Pownall Thomas Pownall	\$140.00
ENGINEER, PROJECT Andrew Pownall	\$100.00
INSPECTOR	\$ 75.00
LAND SURVEYOR	\$ 80.00
CAD TECHNICIAN	\$ 75.00
2 MAN SURVEY CREW	\$130.00
3 MAN SURVEY CREW	\$135.00
CLERICAL	\$ 45.00
MOBILIZATION	\$100.00
MILEAGE (per mile)	\$ 0.585
PER DIEM	\$ 55.00/DAY/MAN