

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT WITH THOMAS ENGINEERING COMPANY, INC. TO PROVIDE ENGINEERING SERVICES FOR THE DESIGN AND CONSTRUCTION INSPECTION PHASES OF THE MAIN STREET OVERLAY PROJECT, 13TH STREET TO 22ND STREET; APPROPRIATING FUNDS; AND FOR OTHER PURPOSES.

WHEREAS, the City of North Little Rock desires to implement a project known as the Main Street Overlay, 13th Street to 22nd Street; 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, Thomas Engineering Company, Inc. is a firm selected to provide engineering services to the City and has proposed to perform the Engineering Design and Construction Phases for the sum of \$130,950.00 plus \$4,000.00 for right-of-way acquisitions, or a total of \$134,950.00.

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 Thomas Engineering Company, Inc. for the Main Street Overlay Project, 13th Street to 22nd Street, covering the Design and Construction Phases in the amount \$130,950.00 along with the amount of \$4,000.00 for right-of-way acquisitions.

SECTION 2: That the total amount of \$134,950.00 (\$130,950.00 for engineering services and \$4,000.00 for right-of-way acquisitions) 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.

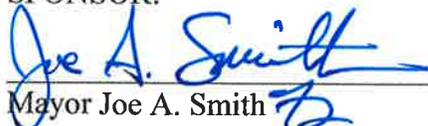
PASSED:

APPROVED:

Mayor Joe A. Smith

SPONSOR:

ATTEST:



Mayor Joe A. Smith

Diane Whitbey, City Clerk

APPROVED AS TO FORM:


C. Jason Carter, City Attorney

PREPARED BY THE OFFICE OF THE CITY ATTORNEY/b

FILED <u>10:35</u> A.M. _____ P.M.
By <u>Deputy City Atty Fleming</u>
DATE <u>3-3-15</u>
Diane Whitbey, City Clerk and Collector North Little Rock, Arkansas
RECEIVED BY <u>J. Marshall</u>



CITY OF NORTH LITTLE ROCK
CONTRACT FOR PROFESSIONAL
ENGINEERING & SURVEYING SERVICES
WITH
THOMAS ENGINEERING COMPANY, INC.

PROJECT NAME MAIN STREET OVERLAY
13TH STREET TO 22ND STREET

STATE OF ARKANSAS)

COUNTY OF PULASKI)

PART I - AGREEMENT

THIS AGREEMENT, entered into this ____ Day of _____, 2015 by and between the City of North Little Rock, hereinafter referred to as the City, and Thomas Engineering Company, Inc., a corporation organized and existing under the laws of the State of Arkansas, hereinafter referred to as the Engineer.

WITNESSETH:

WHEREAS, the City of North Little Rock is undertaking certain activities necessary for the planning and execution of its Main Street Overlay Project from 13th Street to 22nd Street:

WHEREAS, the City desires to engage the Engineer to render certain technical advice and assistance in connection with such undertakings of the City:

NOW, THEREFORE, the parties hereto mutually agree as follows:

I. Scope of Services.

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

a. Design Phase.

- i. Meet with the Director of Public Works and City Engineer or their designated representatives to establish design criteria and scope of work.
- ii. Topographic Surveying of the Project site.
 1. The topographic survey shall include the Main Street corridor approximately 10 feet outside of the curb and gutter line.

2. Also included shall be the 20 intersections within the corridor and data gathered within the intersections shall be hyper-accurate for drainage and drivability analysis.
 - iii. Geotechnical Engineering & Pavement Core Sampling.
 1. As described in the attached proposal by Grubbs, Hoskyn, Barton & Wyatt, Inc.
 2. The core sampling they will be taking is according to the attached Pavement Coring Plan.
 3. The core layout was in anticipation of studying each intersection's pavement depth to determine if the intersections can be milled to improve drainage and drivability.
 4. The City shall provide traffic control for geotechnical work as requested.
 - iv. Civil Engineering Design.
 1. Plan, Profile & Section Sheets showing:
 - a. Design of the Main Street corridor overlay.
 - b. Analysis of each intersection to determine if improvements can be made to the drainage and/or drivability, and design of these improvements.
 - c. Design of larger curb radii at 22nd Street to allow for easier turning movements by buses.
 - i. Remove & relocate Shipley sign.
 - ii. Remove & relocate CATA bus shelter.
 - iii. Utility relocation coordination.
 - iv. Title search for ROW acquisition.
 - d. Traffic Control Plans.
 - e. Miscellaneous curb & gutter improvements and storm drainage structure repair.
 2. Preparation of right-of-way documents as needed for construction or road widening.
 - v. 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.
 - vi. 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. 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.
- iv. 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.
- v. 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.
- vi. 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.
- vii. 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.
- viii. 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.
- ix. 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.

II. Time of Performance

It is understood that the City would like to begin construction of this project by the Summer of 2015. Engineer shall have Construction Drawings, Specifications and Bid Documents complete by the month of June, 2015.

The Engineer shall hold periodic conferences with the various agencies of the City to the end that the project shall have benefit of their experience and knowledge of existing needs and

facilities, and be consistent with their current policies and desires. To implement this coordination, the City shall make available to the Engineer, for use in planning the Project, all existing plans, maps, field notes, statistics, computations and other data in its possession relative to the Project Area.

III. Fee Schedules and Payments

The estimated construction cost of all improvements covered by this Agreement is **\$690,000.00**

Topographic Survey	\$15,000.00
Geotechnical Engineering & Pavement Sampling (See Proposal by Grubbs)	\$31,050.00
Civil Engineering Design	\$48,000.00
Bidding, Construction Stakeout, Construction Observation & Contract Administration.	\$34,500.00
Title Search	\$2,000.00
Right-of-Way Documents/Easements	\$400.00
	(each)

V. Direct Cost Methods

Compensation for direct costs will be as follows:

a. Cost of **review fees**, supplies, printing, materials, telephone, postage and all other out-of-pocket expenses will be reimbursed by the City at actual cost.

VI. Requisitions for Payment

Requisitions shall be submitted to the City monthly to cover amount earned during preceding month. Requisitions shall include not less than the information listed below:

a. Description of services for which compensation is being requested.

b. Itemized listing of actual out-of-pocket or direct expense claimed.

VII. Payments for Special Services

For Special Services not otherwise covered by this Contract, but ordered by the City during the duration of this Contract, the Engineer shall be paid upon submission of certified statements based on the following hourly rates shown in ATTACHMENT A. By mutual agreement, partial payments, not to exceed fifty (50) percent of the amount earned, may be

made from time to time as the work progresses.

VIII. Revision to Drawings and Specifications

The Engineer will make, without expense to the City, such revisions of the preliminary drawings as may be required to meet the needs of the City but after a definite plan has been approved by the City, if a decision is subsequently made by the City, which, for its proper execution, involves extra services and expenses for changes in or additions to the drawings, specifications or other documents, or if the Engineer is put to labor or expense by delays imposed on him from causes not within his control, such as by the re-advertisement of bids or by the delinquency or insolvency of contractors, the Engineer shall be considered as covered in this Agreement. Compensation for such extra services shall be at the rates set out in VI, Payments for Special Services.

IN WITNESS WHEREOF, the City and the Engineer have executed this Agreement as of the date first written above.

City of North Little Rock, Arkansas

Mayor Joe A. Smith

ATTEST:

City Clerk

Thomas Engineering Company, Inc.

BY: John R. Pownall, President
3810 Lookout Road,
North Little Rock, AR 72116

Memo

To: Thomas Pownall
Company: Thomas Engineers
From: Mark Wyatt
Date: February 18, 2015
Proposal No: 15-026
Re: Cost Estimate #3
Main Street Overlay
North Little Rock, Arkansas

Thomas,

This memorandum provides a revised cost estimate for the Main Street overlay project in North Little Rock. We initially submitted a proposal for this project on February 13, 2015. Since that time, a revised scope of work and cost estimate have been requested.

We understand that the project consists of the evaluation of about 3500 linear ft of Main Street, extending from about East 13th Street north to West 22nd Street. The roadway is presently a four-lane arterial collector street with a total width of about 44 feet. We also understand that the existing pavement section is Portland cement concrete overlaid by a varying thickness of asphalt concrete. The purposes of this study are to: 1) core the existing pavement to measure the section thickness, including both asphalt concrete and Portland cement concrete, 2) obtain representative information on subgrade conditions, and 3) develop recommendations regarding current pavement capacity and new overlay thickness alternatives. As discussed on February 17, 2015, we have reduced the proposed scope of work to include a reduced number of pavement cores. It remains our understanding that traffic control and all road closures will be provided by the City of North Little Rock.

For the project, we proposed the revised scope of work.

- (a) Utility locations will be checked utilizing Arkansas One Call. Required permits will be obtained by Grubbs, Hoskyn, Barton & Wyatt (GHBW) prior to beginning the work.
- (b) A total of 60 pavement cores are planned. Approximate core locations are shown on the attached drawings. We anticipate using a nominal 4-in.-diameter core barrel for most cores. 6-in.-diameter cores will be used where sample borings are planned.

- (c) After measurement of the existing pavement section, all coreholes will be backfilled with a quickset concrete mixture.
- (d) Sample borings will be drilled at selected, representative corehole locations. A total of 12 sample borings is anticipated. The plan boring depth will be 5 ft below the pavement subgrade.
- (e) Laboratory testing will be performed on representative soil samples to develop information on physical properties and engineering characteristics of the subgrade soils, particularly soil classification.
- (f) An engineering report will be prepared after the work is completed. The report will include a summary of the results of the field and laboratory tests and a summary of pavement section thickness measurements. Conclusions and recommendations will be developed regarding the capacity of the existing pavement and recommendations for overlay alternatives.

The estimated cost for this scope is on the order of \$31,050. This cost estimate is based on the following.

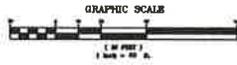
Site access coordination, utility location and core/borehole layout:	\$1900.
Pavement coring (4 days, third-party):	\$12,800.
Core recovery, logging, patching and cleanup (4 work days):	\$12,600.
Laboratory testing:	\$1100.
Engineering analyses and report:	\$2400.
<u>Report preparation:</u>	<u>\$250.</u>
Estimated total cost:	\$31,050.

Please let me know any questions or comments regarding this cost estimate. We can prepare a formal proposal whenever you need us to. I hope that we can help you with this project.

MAIN ST OVERLAY.DWG
PLOTTEE: 2/16/2015

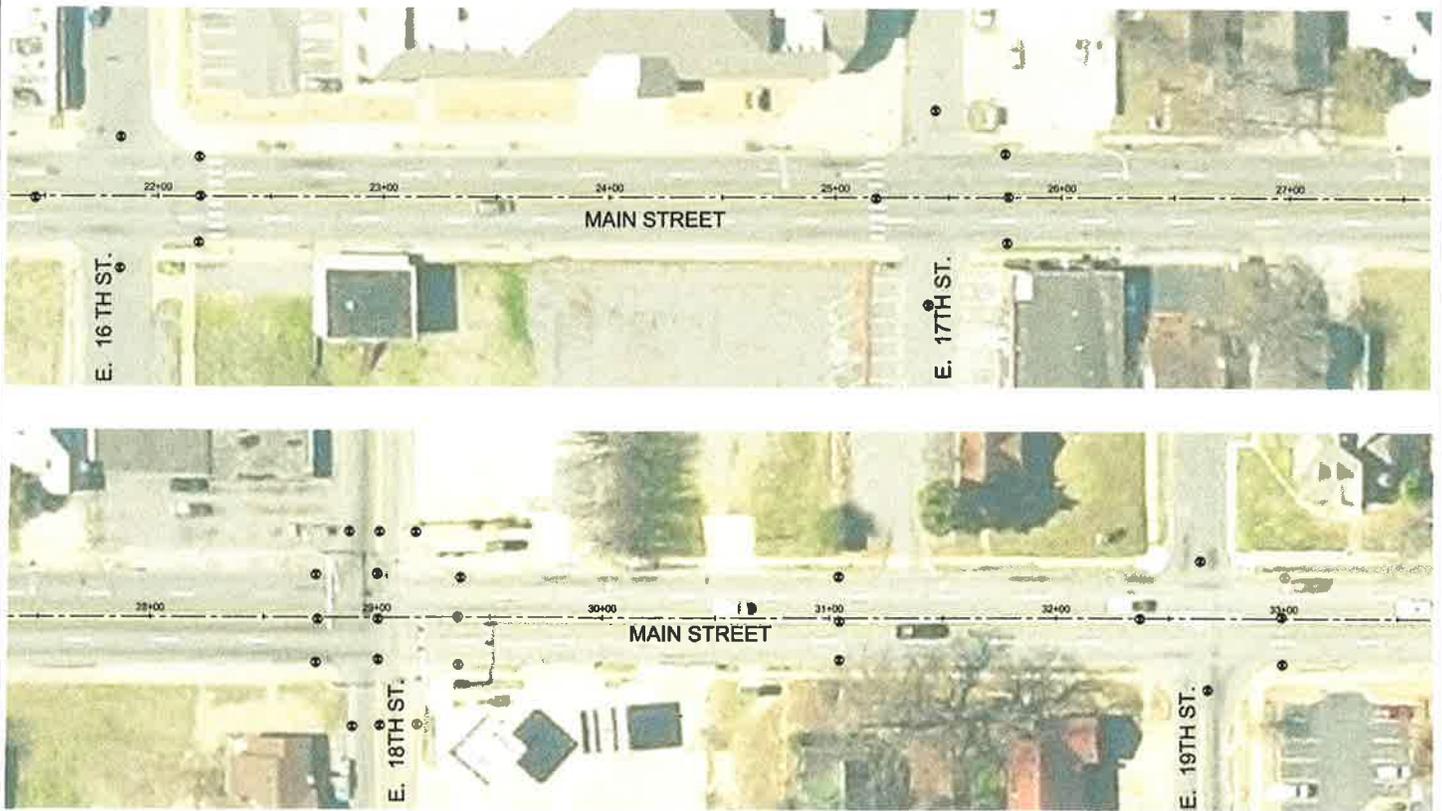


① SHOWS PAVEMENT CORE LOCATION

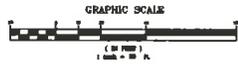


PAVEMENT CORING PLAN MAIN STREET 13TH ST. TO 22ND ST. NORTH LITTLE ROCK, ARKANSAS			
APPROVED	DRAWN BY	DATE	SHEET NO.
	TF	2/11/15	1

MAIN ST OVERLAY DWG
PLOTED: 2/19/2018



● SHOWS PAVEMENT CORE LOCATION

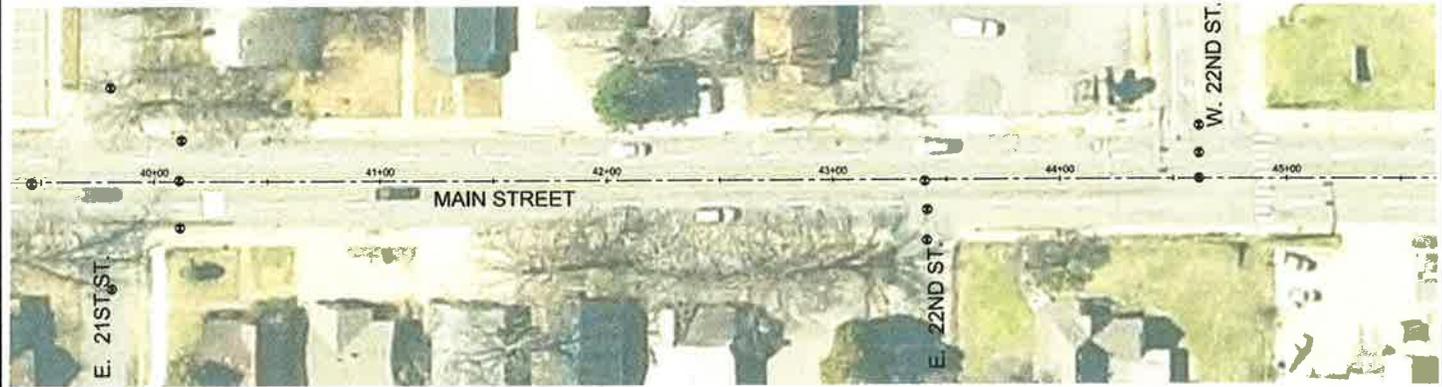
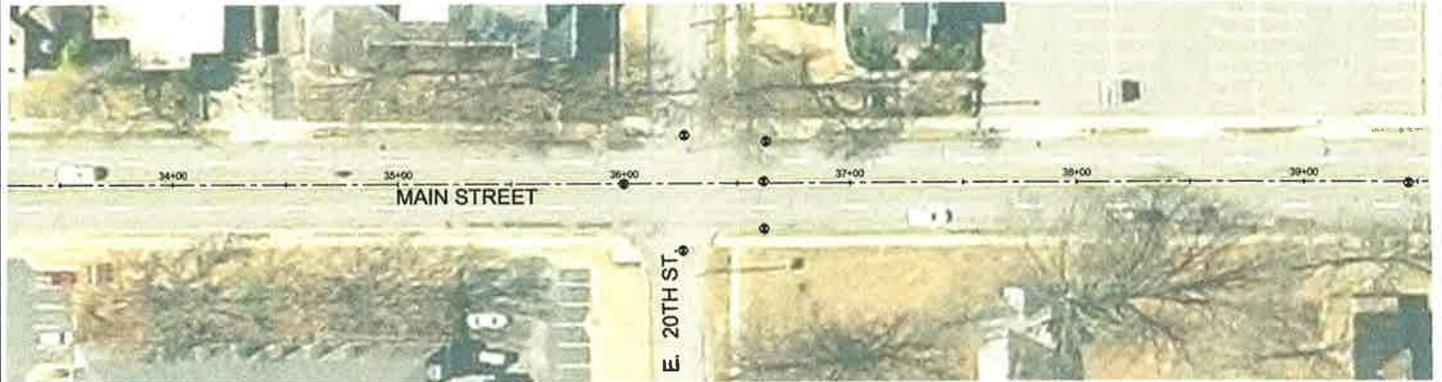


THOMAS ENGINEERING COMPANY
2000 LAURENCE BRAN, N. LITTLE ROCK, AR, 72404
TEL: 501-765-6400 FAX: 501-765-6264

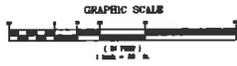
PAVEMENT CORING PLAN MAIN STREET 15TH ST. TO 22ND ST. NORTH LITTLE ROCK, ARKANSAS			
APPROVED	DESIGNED BY	DATE	SHEET NO.
	PE	1/2018	2

MAIN ST OVERLAY.DWG

PLOTTED: 2/18/2015



● SHOWS PAVEMENT CORE LOCATION



THOMAS ENGINEERING COMPANY
 2814 LOUISIANA BOULEVARD, SUITE 100, NORTH LITTLE ROCK, AR 72118
 TEL: 501-752-1400 FAX: 501-752-0843

PAVEMENT CORING PLAN MAIN STREET 13TH ST. TO 22ND ST., NORTH LITTLE ROCK, ARKANSAS			
APPROVED	DRAWN BY	DATE	SHEET NO.
		11/13/14	3