

March 27, 2019

Danny Kapales, Parks Director City of Jonesboro 300 S. Church Street Jonesboro, AR 72401

RE: PROPOSAL FOR JONESBORO DOWNTOWN TO ASU CONNECTION (TAP-17)(S) JOB#100971

Dear Mr. Kapales:

Thank you for the opportunity to submit our Engineering and Surveying Services proposal to be performed for a lump sum fee. The scope of our services includes providing surveying, design, and final construction documents for the above referenced project. The proposed improvements would include the following: provide a multi-use trail or pedestrian and bicycle infrastructure improvements along Cate Street from Church Street to South Patrick Street (approximately 2,926 ft); add a multi-use trail long Patrick and Creath Avenue (approximately 1,296 ft); design a multi-use trail crossing under the existing railroad track; and design a multi-use trail along a City Water and Light Easement to the off ramp located on Marion Berry Parkway on Arkansas State University Property(approximately 1,728 ft);

The fee for the following services is \$106,435, this includes:

- 1. Project Administration
- 2. Title Sheet
- 3. Typical Sections
- 4. Create Plan & Profile Sheets
- 5. Horizontal Alignment
- 6. Vertical Alignment
- 7. Cut Existing and Final Cross Sections
- 8. Legal Descriptions
- 9. Drainage Design
- 10. Maintenance of Traffic Plan
- 11. Signing and Pavement Marking Plan
- 12. Erosion Control Plans
- 13. Plan Submittals (30%, 60%, 90%)
- 14. Revise Plans Per Reviews
- 15. Item Nos./Quantity Calculations
- 16. Prepare Cost Estimate (60% & 90%)
- 17. QA/QC of Plans
- 18. Public Meeting and Exhibits (One Total)
- 19. Meetings, Correspondence, etc. (Four Total)

1801 Latourette Drive Jonesboro, AR 72404

870.932.2019

Fax: 870.932.1076 Toll Free: 1.888.583.9724 Kapales-Jonesboro Downtown to ASU connection (TAP-17)(S) Page 2

- 20. Coordinate with Railroad on Pedestrian Crossing
- 21. Prepare Construction Documents
- 22. Assist the City During the Bid Process.

This proposal does not include construction administration, construction inspection services, lighting and electrical plans, and geotechnical services. However, Fisher Arnold can provide these services at your request.

We will bill you monthly or upon completion of the project. Payment is due by the 15th of the month. Payment of the fees is not contingent on transaction of the property, closing dates relating to the property, approval of plans related to the property by any governmental agency or payment received from another party. Interest in the amount of 1.5% per month on the outstanding balances (18% per annum) will be assessed the contracting party after the payment due date.

Reimbursables will be billed at cost plus 15% and include, but not limited to the following: Courthouse & Research Fees, Filing, Copies, Prints, Utility Location by Others, Postage and Shipping, etc.

In the event of breach or non-payment, the contracting party agrees to pay reasonable expenses of enforcement including attorney fees and costs. Exclusive venue for enforcement of this Agreement shall be in Craighead County, Arkansas.

The obligation to provide further services under the Agreement may be terminated by either party upon written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

In the event of termination, Fisher & Arnold, Inc. will be paid for all services rendered to the date of termination and all reimbursable expenses.

The fees shown in this proposal are based on the Owner agreeing to limit the Professional's liability for all planning, engineering and surveying services to the Owner, all construction contractors, and subcontractors on the project, due to the Professional's negligent acts, errors or omissions, such that the total aggregate liability of the Professional to all those named shall not exceed the Professional's total fee for services rendered on the project.

This proposal represents the entire understanding between you and us in respect to the "Project" and may only be modified in writing signed by both of us. If this satisfactorily sets forth your understanding of the arrangement between us, please sign the enclosed copy of the Letter Agreement in the space provided and return it to us.

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We are looking forward to working with you on please do not hesitate to call.	this project. If you have any questions regarding this proposal,
Sincerely,	
FISHER & ARNOLD, INC.	
Richard E. Gafford, P.E. Senior Vice President	Jason MacDonald P.E Jonesboro-Office Manager
Your signature on this copy will authorize us upocopy for our files.	on its receipt to commence work. Please sign, date and return one
BY:	
Harold Perrin	Date
Mayor	