



February 19, 2025

Project No. (AVO): 59658.001

City of Jonesboro  
Mayor Harold Copenhaver  
300 S. Church St.  
Jonesboro, AR 72401

RE: Disciple Drive Park

Dear Mayor Copenhaver,

At Halff we improve lives and communities by turning ideas into reality. We do that by working with great clients on meaningful projects. As such, we are pleased to submit the following Scope of Services for the Disciple Drive Park for the City of Jonesboro, AR. The scope covers survey, schematic design, and design development services, based on the master plan layout as shown on Attachment C.

The proposed services to be performed are described in the Scope of Services (**Attachment A**). Proposed services that are not included as part of the Scope of Service are listed in the Exclusions/Available Additional Services (**Attachment B**); however, these services can be provided by Halff upon request. A Project Exhibit (**Attachment C**) is also included.

Unless otherwise modified, please note that the Scope of Services described herein shall remain valid and continue in effect for a period of 90 calendar days, after which it will require renewal in writing by the Consultant and the Client.

Thank you for the opportunity to work with you to improve lives and communities. Please feel free to contact me if you have any questions or comments regarding this Scope of Services.

Sincerely,

A handwritten signature in black ink, appearing to read "Brian Vazquez".

Brian Vazquez, PLA, CLARB  
Team Leader, Planning and Landscape Architecture  
bVazquez@halff.com  
(501) 653-7510

A handwritten signature in black ink, appearing to read "Sally Horsey".

Sally Horsey, PLA, CLARB, ASLA  
Director, Planning and Landscape Architecture  
sHorsey@halff.com  
(501) 801-2672

**ATTACHMENT A**  
**BASIC SCOPE OF SERVICES**  
**PROFESSIONAL SERVICES FOR**  
**Disciple Drive Park**

**PURPOSE**

Halff (CONSULTANT) shall provide Landscape Architecture, Survey, and Engineering Services for the Disciple Drive Park, to the City of Jonesboro (CLIENT). The purpose of the PROJECT is to provide survey, schematic design, and design development services, based on the master plan layout as shown on Attachment C.

**SCOPE**

This project is to include an approximately 17.31-acre park on Disciple Drive.

The following park elements will be included in the park design development documents:

- Parking for approximately 77 standard spaces and required ADA spaces.
- Main Entry Drive (access to Trailhead and Main Parking).
- South Entry Drive (access to Small Playground and South Parking).
- Trailhead (Bicycle fixtures, hardscape surface, and ADA hardscape access).
- Large Playground (playground structure layout, surface and ADA hardscape access).
- Small Playground (playground structure layout, surface and ADA hardscape access).
- Large Dog Park (fence and paddock gates).
- Small Dog Park (fence and paddock gates).
- One (1) Tennis Court (Surface, fencing, ADA hardscape access).
- Four (4) Pickleball Courts (Surface, fencing, ADA hardscape access).
- One (1) Full size Multi-Purpose Field (330'x210') equipped with Sports Lighting.
- Two (2) Half size Multi-Purpose Fields (210'x135') equipped with Sports Lighting.
- Hardscape and ADA paved walks to all main program areas.
- Soft surface trails (Material to be determined).
- Two (2) acre Fishing Retention Pond (with surrounding walking path) which will also provide detention storage.
- Restroom Building (custom structure with concrete slab and site furnishings).
- Architectural and MEP plans and specifications for Restroom Building to be provided and prepared by H+N Architects Inc.
- Entry Archway and Signage
- Conceptual coordination for Entry Archway and Signage to be provided and prepared by H+N Architects Inc.
- Hydrologic/hydraulic (H&H) services.
- Site Grading and Drainage

## ASSUMPTIONS

This scope of services (the "Scope of Services") has been prepared using the following assumptions as a basis for its preparation:

1. The Scope of Services represents a single, stand-alone project consisting of tasks described below for the design of the proposed improvements, in their entirety, with no removal or separation of tasks for the completion of the PROJECT.
2. Funding support services, including preparation of graphics and exhibits, are not included in this Scope of Services. This service may be provided but will be considered an Additional Service, billed hourly.
3. The PROJECT will follow ADA design requirements as applicable.
4. The CLIENT will provide available existing information and base-map data, including, but not limited to:
  - Utility record drawings, and/or condition assessments for existing utilities located within the proximity or adjacent to the PROJECT area.
  - Current property and easement information.
  - Previous park master plan. (Attachment C)
5. The CLIENT will be responsible for distributing, coordinating, and facilitating all submittal milestones/packages to necessary stakeholders, including correspondence during the submittal review period(s) and providing CONSULTANT with organized reviews and/or comments and/or feedback from reviewing entities.
6. In addition to any base map data provided by the CLIENT (as described above), CONSULTANT will utilize publicly available and CLIENT-provided data (aerial ortho imagery, GIS contours, record drawings, etc.) to supplement PROJECT development outside the limits of survey. Supplemental information will be used in the assessment, review, and design of the proposed improvements.
7. Internal project meetings described herein will be held at the CONSULTANT's office or virtually, unless on-site meeting is specified. CONSULTANT shall notify CLIENT and request additional compensation if additional meetings are necessary for ongoing coordination and/or the completion of the PROJECT.

## PHASE 1 – DESIGN SUPPORT SERVICES

### TASK 1.1 – PROJECT KICK-OFF MEETING

#### **Project Kick-off Meeting:**

CONSULTANT will attend one (1) virtual or in-person coordination/project kick-off meeting with the CLIENT (determined by CLIENT) to confirm the goals, objectives, budget, schedule and program of proposed improvements of the PROJECT. Notes may be taken by the CONSULTANT to record items discussed and decisions made during this meeting and provided to all attendees.

- Project Kick-Off Meeting – One (1) Virtual or in-person meeting (3 Hours maximum duration, inclusive of travel time)

#### **Task 1.1 Deliverables:**

Deliverables provided by the CONSULTANT shall include the following:

- One (1) Digital PDF copy of the Project Kick-Off meeting notes.

### TASK 1.2 – DATA COLLECTION AND BASE MAP PREPARATION

#### **Site Observation / Preliminary Field Review and Report:**

CONSULTANT will initiate, schedule, and participate in one (1) Site Observation/Preliminary Field Review meeting with the CLIENT of the PROJECT area shown in Attachment C. An aerial photograph of the site will be taken to the site visit and used to confirm location and condition of existing improvements. The field review is necessary to identify key opportunities and constraints. The site observation will also include the gathering and evaluation of relevant information related to the PROJECT. CONSULTANT will prepare one (1) Field Review Report detailing the observations and identified opportunities and constraints associated with, but not limited to, topography of the site, utilities, vegetated areas, neighborhood impacts, drainage, and impacts to existing conditions. Evaluation of the site will be limited to visual field measurements and observations; no subsurface investigations will be conducted. Photographs shall be taken by the CONSULTANT to record existing conditions and may be provided to the CLIENT.

#### **Task 1.2 Deliverables:**

- Field Review– One (1) site visit

#### **Data Collection / Base Map Preparation:**

The CLIENT will provide to the CONSULTANT available data relevant to the PROJECT. With the assistance from the CLIENT, CONSULTANT will collect the following available data as necessary to the project. CONSULTANT will prepare a project base map utilizing the CONSULTANT's, CLIENT's, and other Stakeholder's gathered relevant project data and information gathered during the site visit. Data may include the following information:

- Google Earth and/or Near Map existing aerial photography, mapping, and survey information
- Existing photometric (LIDAR) topographic contours (2-foot contour interval), and other information (as available)
- Utility (as-builts and/or record drawings) data including underground/at-grade/overhead, location, type, size, owner name and contact information
- Property Lines, Easements, ROW Limits, and other information (as available)
- Previously prepared drainage studies (if applicable)
- Development Site Plans (if applicable)

## TASK 1.3 – SURVEY

### **Survey Base Map:**

Halff survey crews will collect necessary information to produce a survey base map and survey control details. Halff will prepare a topographic survey to include the below:

- Ground level surface topography.
- Permanent structures lying within the project area as defined in the attached KMZ file.
- Arkansas One-Call utility markings at the time of the field survey.
- Above ground utility appurtenances observed at the time of the field survey.
- Stem Count Survey – (2) stem count surveys will be conducted on an area 100'x100'. Trees will only be counted, not located. 18" or greater trees in said areas will be counted alongside total.
- Substantial grade breaks as determined by the field crew.

This survey excludes the following:

- Title research.
- Easement research.
- Easement locations.
- Right of way locations.
- Individual Property Locations.

### **Task 1.3 Deliverables:**

- *Electronic CADD file in Civil3D format*
- *PDF file sized at 11"x17" or 22"x34"*

## PHASE 2 – 30% SCHEMATIC DESIGN

### TASK 2.1 – 30% SCHEMATIC DESIGN

#### **(30%) Schematic Design:**

Based on the input gathered from the kickoff meeting and site investigation, the CONSULTANT will prepare one (1) (30 %) Schematic Design that helps communicate the intent and vision of the PROJECT. The Schematic Design shall include the layout of proposed improvements to demonstrate compliance with applicable Federal, State, and local/stakeholder rules, regulations, and codes. The CONSULTANT will identify any locations where exceptions to the established design standards may be necessary.

#### **Proposed Improvements:**

The (30%) Schematic Design shall include the proposed improvements shown in the previously approved park concept plan as well as identified in the (Project's) Scope and Assumptions sections. Design for improvements shall follow current CLIENT and regulatory design standards, unless directed otherwise by the CLIENT. In addition to the anticipated improvements described above, CONSULTANT's (30%) Schematic Design plans may contain the following base information:

- Project name; and if applicable, the street address, and lot and block description.
- Date, scale, north arrow, and the name of the Licensed Professional preparing the plan.
- Location of existing property lines and/or ROW limits.
- Approximate centerlines of existing water courses and the location of the floodplain; the approximate location of significant drainage features; and the location of existing parking lots, streets, driveways, and sidewalks on or adjacent to the PROJECT.
- Approximate location of known overhead lines, subsurface utility lines, and utility easements within the project limits, including the location of utility/power poles, generators, and equipment.

**(30%) Schematic Design Submittal Milestone Preparation:**

CONSULTANT shall prepare the (30%) Schematic Design Package submittal milestone, including the following anticipated sheets, listed below:

- Cover Sheet
- General Notes
- Topographic Survey
- Demolition and Erosion Control Plan
- Preliminary Site Plan
- Preliminary Overall Grading Plan
- Architectural Schematic Design for Restroom Building, Entry Archway, and Signage
- Mechanical, Electrical, and Plumbing Schematic Design for Restroom Building
- Drainage Calculations and Report
- Preliminary Utility (Water & Sewer) Plan

**Subsequent Submittal Milestones:**

All Scope of Services following the (30%) Schematic Design Phase will not begin until the CLIENT has provided CONSULTANT with a formal Notice to Proceed (NTP) confirming the acceptance of the design. CONSULTANT will review and incorporate applicable review comments and feedback received during the Drawing Deliverable Review/Comment Resolution Meeting into the preparation of the subsequent submittal milestones.

**Task 2.1 Deliverables:**

Deliverables provided by the CONSULTANT shall include the following:

- One (1) Digital PDF copy of the 30% Submittal.

## TASK 2.2 – TREE SURVEY

**Survey Base Map:**

Halff survey crews will collect necessary information to produce a survey base map and survey control details. Halff will prepare a topographic survey to include the below:

- Tree's 18" or greater.
- Located only within, and 20' outside limits of designed disturbance.

This survey excludes the following:

- Trees 17" and lower
- Title research.
- Easement research.
- Easement locations.
- Right of way locations.
- Individual Property Locations.

**Task 2.2 Deliverables:**

- Electronic CADD file in Civil3D format
- PDF file sized at 11"x17" or 22"x34"

## TASK 2.3 – OPINION OF PROBABLE CONSTRUCTION COST (OPCC)

**Preliminary (30%) Schematic Design OPCC:**

Upon completion of the approved (30%) schematic plan, the CONSULTANT shall prepare an Opinion of Probable Construction Cost (OPCC). CONSULTANT's OPCC shall be based on the quantities indicated on the CONSULTANT's plans and on the unit prices current at the time of the probable cost opinion preparation.

Quantities and available unit pricing included in the schematic design OPCC are preliminary and shall be subject to change due to significant fluctuations in the market and pricing changes beyond CONSULTANT'S control. OPCCs are intended for budget purposes only.

**Task 2.3 Deliverables:**

Deliverables provided by the CONSULTANT shall include the following:

- One (1) Digital PDF copy of the Opinion of Probable Construction Cost listing quantities and estimated bid costs.

## **PHASE 3 – 60% DESIGN DEVELOPMENT**

### **TASK 3.1 – 60% DESIGN DEVELOPMENT DOCUMENTATION**

**Design Development Document Preparation:**

CONSULTANT shall prepare design development documents that include design drawings, design details, and technical specifications for the PROJECT.

The 60% submittal milestone shall include the anticipated improvements identified in the PROJECT's Scope and Assumptions sections. Design for improvements shall follow current CLIENT standards, supplemented with ADA standards. In addition to the anticipated improvements described above, CONSULTANT's 60% submittal milestone shall also contain the following base information:

- Project name; and if applicable, the street address, and lot and block description.
- Date, scale, north arrow, and the name of the Licensed Professional preparing the plan.
- Location of existing property lines and/or ROW limits.
- Approximate centerlines of existing water courses and the location of the floodplain; the approximate location of significant drainage features; and the location of existing parking lots, streets, driveways, and sidewalks on or adjacent to the PROJECT.
- Approximate location of known overhead lines, subsurface utility lines, and utility easements within the project limits, including the location of utility/power poles, generators, and equipment.

**Drawing Deliverable Review/Comment Resolution Meetings:**

After each submittal milestone has been delivered to the CLIENT, CONSULTANT will schedule and conduct Drawing Deliverable Review/Comment Resolution Meetings with the CLIENT to discuss submittal review comments related to the PROJECT at the submittal milestones identified below. The number of Drawing Deliverable Review/Comment Resolution Meetings shall not exceed one (1). Meeting objectives will include design feedback, comment review discussions, and describe subsequent submittal deliverables per the Scope of Work, with general question and answer. Notes may be taken by the CONSULTANT at these meetings to document items discussed and decisions made. The submittal milestones are as follows:

- 60% Design Development – One (1) Virtual meeting (2 Hour maximum duration)

**60% Design Development Submittal Milestone Preparation:**

CONSULTANT shall prepare the 60% Design Development Package submittal milestone, including the following anticipated documents, listed below:

- Cover Sheet
- General Notes
- Typical Sections
- Erosion Control Plans and Details
- Layout Plans, Profiles, Grading, and Details
- Utility Plans
- Design Development Details
- Hydrologic calculations for pond sizing and outlet structures.



- Architectural 60% Design Development for Restroom Building
- Mechanical, Electrical, and Plumbing 60% Design Development for Restroom Building
- Structural 60% Design Development for Restroom Building
- Table of Contents for Technical Specifications

### TASK 3.2 – OPINION OF PROBABLE CONSTRUCTION COST (OPCC) (CONT.)

#### **Preliminary 60% Design Development OPCC:**

CONSULTANT shall provide an Opinion of Probable Construction Cost (OPCC) for the 60% Design Development submittal milestone. CONSULTANT's OPCC shall be based on the quantities indicated on the CONSULTANT's plans and on the unit prices current at the time of the probable cost opinion preparation. Quantities and available unit pricing included in the schematic design OPCC are preliminary and shall be subject to change due to significant fluctuations in the market and pricing changes beyond CONSULTANT'S control. OPCCs are intended for budget purposes only.



## BASIS OF COMPENSATION DISCIPLE DRIVE PARK

The basis of compensation for the services below shall be as follows:

### A. PHASE 1 – DESIGN SUPPORT SERVICES

Task 1.1/1.2 – Project Kick-Off and Base Map	\$17,900
Task 1.3 – Survey	\$18,400
<b>PHASE 1 TOTAL</b>	<b>\$36,300</b>

### B. PHASE 2 – 30% SCHEMATIC DESIGN:

Task 2.1 – 30% Schematic Design	\$85,050
Task 2.2 – Tree Survey	\$16,100
<b>PHASE 2 TOTAL</b>	<b>\$101,150</b>

### C. PHASE 3 – 60% DESIGN DEVELOPMENT:

Task 3.1 – 60% Design Development	\$74,050
<b>PHASE 3 TOTAL</b>	<b>\$74,050</b>

<b>SUB-TOTAL</b>	<b>\$211,500</b>
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Architecture	\$13,800
Geotech	\$17,500

**\*\*Direct Costs (Estimated Reimbursable Expenses)** \$1,000

<b>PROJECT GRAND TOTAL (Phases 1-3 &amp; Direct Costs)</b>	<b>\$243,800</b>
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## ATTACHMENT B

### EXCLUSIONS / AVAILABLE ADDITIONAL SERVICES

The following services are not included in the scope or fees for this proposal; but can be provided by CONSULTANT, subject to negotiation:

#### GENERAL:

1. Any additional work not specifically included in the Proposed Scope of Services will be accomplished as Additional Services.
2. Client generated changes to the design once Construction Document Preparation has reached the 60% level of completion. Time will be invoiced at an hourly rate, per a proposal approved by the CLIENT, until the work is at the same level of completion as it was prior to the change.
3. The development of amenities in addition to the proposed Scope of Work is excluded.
4. Revisions to the plans requested by the CLIENT after the plans are approved, unless necessitated by negligent errors on the plans.
5. Design of areas outside the limits of the defined project site.
6. Design and coordination of existing utility relocations and modifications, including, gas, telephone, or other franchise utility improvements.
7. Additional graphic products.
8. Additional meetings not identified in the project scope of services.
9. Printing of additional drawings, specifications and contract documents not identified in the project deliverables.
10. The development design alternatives, or preparation of a feasibility studies are excluded.
11. Negotiations with adjacent property owners.
12. Separation of project documents into multiple submittals or tasks.
13. Irrigation design.
14. Public Engagement, such as public meetings or hearings, is excluded.
15. Communication with adjacent property owners, impacted stakeholders, and agencies are excluded.
16. Preparation of Traffic engineering reports or studies is excluded.
17. Detailed Traffic Control and/or Roadway/Traffic Modification Plans are excluded.
18. Permitting: payment of any fees including but not limited to permit fees, filing fees, pro-rated fees, impact fees, taxes, federal and/or state regulatory agency review fees.
19. The preparation and development of Construction Documentation beyond the scope of services described above is excluded.
20. Construction staking.
21. Value Engineering Services are excluded.
22. Subsurface Utility Engineering: Quality Level A, B, or C is excluded.
23. Work Zone Traffic Control is excluded.
24. Additional Survey Services for Preparation of Easement or Right-of-Way Exhibits are excluded.
25. Field survey of channel cross sections other than what is identified in the scope above is excluded.
26. Field survey of area outside the identified project area is excluded.
27. Geospatial Survey Services are excluded.
28. Right of Entry preparation and coordination is excluded.
29. Boundary Research and Boundary Resolution Services are excluded.
30. All Environmental Services are excluded.
31. Preparation of a Preconstruction Notification (PCN), mitigation plan, or a U.S. Army Corps of Engineers (USACE) Section 404 Individual Permit Application is not included in this Scope of Services.
32. All permitting is excluded.
33. Environmental documentation as required when federal funding is excluded.
34. Re-design due to scope changes, value engineering, budget overruns, or other reasons
35. Survey and design of offsite road, drainage, and/or utilities.
36. Survey of individual tree sizes and locations of the full site are excluded.
37. 100% Const. Documentation, Bidding Services, and Const. Administration phases and beyond.

## ATTACHMENT C

### DISCIPLE DRIVE PARK MASTER PLAN PROJECT LOCATION AND LIMITS



## AGREEMENT FOR PROFESSIONAL SERVICES ON A DEFINED SCOPE OF SERVICES BASIS

This Agreement for Professional Services (the "Agreement") is entered into by the City of Jonesboro a Home Rule City of the State of Arkansas ("Client"), duly authorized to act by the Mayor of said Client, and HALFF ASSOCIATES, INC., a Texas corporation ("Halff") for the provision of professional engineering services by Halff to Client. Client and Halff may be collectively referred to as the "Parties" or individually as a "Party".

### WITNESSETH:

For the mutual promises and benefits herein described, Client and Halff agree as follows:

- I. TERM OF AGREEMENT.** This Agreement shall become effective on the date of its execution by both Parties (the "Effective Date") and shall continue in effect thereafter until terminated as provided herein.
- II. HALFF'S SERVICES.** Halff shall provide to Client professional services as described in the scope of services attached hereto and fully incorporated herein as "**Exhibit A**" (the "Scope of Services").
- a. **Independent Contractor Status.** Halff shall perform the services hereunder as an independent contractor and not as an agent or fiduciary of Client.
  - b. **Standard of Care.** Halff shall perform its services consistent with the professional skill and care ordinarily provided by members of the profession practicing in the same or similar locality under the same or similar circumstances (the "Standard of Care"). Nothing contained herein shall be construed to create any warranty or certification of any kind, and Halff shall not be required to provide any certification, assignment, or warranty. Upon written request and for a separate mutually agreed fee and fully executed contract amendment and at Halff's sole discretion, Halff may agree to provide certain specific written statements regarding its services. Such statements shall be in a form prepared by and acceptable to Halff and shall be requested with sufficient advance notice to allow Halff to review the documents and prepare a suitable statement.
  - c. **Timeliness of Performance.** Halff shall perform the Scope of Services as expeditiously as is consistent with the Standard of Care and the orderly progress of the project.
  - d. **Client Objection to Personnel.** If at any time after entering into this Agreement Client has a reasonable objection to any of Halff's personnel, or any personnel, professionals and/or consultants retained by Halff, Client shall notify Halff in writing of such objection providing reasonable details concerning Client's objections. Thereafter, Halff shall promptly propose substitutes to Client. Upon Client's mutual agreement, Halff's compensation shall be equitably adjusted to reflect any difference in Halff's costs occasioned by such substitution.
  - e. **Construction Estimates.** Client acknowledges and agrees that Halff's preparation of any estimate of probable construction costs, preliminary or otherwise, and any updated estimates of probable construction costs prepared by Halff, represent Halff's judgment as a design professional. Client further acknowledges and agrees that Halff has no control over the cost of labor, materials, or equipment; the Contractor's methods of calculating and estimating bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, Halff cannot and does not warrant or represent that bids or negotiated prices will not vary from Halff's estimate of probable construction costs (including any updates thereto) or from Client's budget or from any other estimate or evaluation, prepared or agreed to by Halff.
  - f. **Construction Observation.** Unless construction observation is specifically included in the Scope of Services, Client acknowledges and agrees that Halff's services do **not** include construction observation or review of any Third Party performance or other construction phase services. Client therefore assumes sole and complete responsibility for interpretation of all construction documents and construction activities and hereby waives any and all claims against Halff related to or resulting from the interpretation of construction documents, unauthorized modifications and construction errors and omissions.

- g. **Additional Services and Change Orders.** Any service(s) not specifically listed in the Scope of Services will be considered "Additional Services" and shall be billed on an hourly basis pursuant to the current hourly rates of the personnel performing such Additional Services or if the parties agree upon an additional lump sum payment for the Additional Services such lump sum shall be set forth in a writing signed by Client and Halff. All Additional Services, when requested, shall be authorized in writing by Client prior to Halff proceeding with any such Additional Services. In the event Client requests to modify the Scope of Services (a "Change Order"), such Change Order shall be mutually agreed upon in writing by Client and Halff prior to Halff proceeding with any such changes. Change Orders shall be billed on an hourly basis pursuant to the current hourly rates of the personnel performing such Services or if the parties agree upon an additional lump sum payment for the Change Order such lump sum shall be set forth in a writing signed by Client and Halff. Notwithstanding the foregoing, if circumstances or conditions that were not originally contemplated or known to Halff become known that affect the Services to be performed under any Task Order (including, without limitation, schedule, compensation, allocation of risks), Halff will inform Client and Client agrees to engage in good faith renegotiation of the Services. If revised Services cannot be mutually agreed upon, either Party shall have the right to terminate this Agreement.

### III. COMPENSATION AND PAYMENT TERMS.

- a. **Payment Terms.** Client agrees to pay monthly invoices or their undisputed portions within thirty (30) calendar days of receipt. Payment later than thirty (30) calendar days shall include interest at one percent (1%) per month or lesser maximum enforceable interest rate, from the date of the invoice until the date Halff receives payment. Interest is due and payable when the overdue payment is made. Any delay in an undisputed payment constitutes a material breach of this Agreement.
- b. **Suspension of Services due to Nonpayment.** It is understood and agreed by the Parties that Halff's receipt of payment(s) from Client is not contingent upon Client's receipt of payment, funding, reimbursement, or any other remuneration from any third party. Client agrees that performance of the services under this Agreement is contingent upon Client's timely payment of invoices. In the event Client is delinquent on its payment of invoices, after receiving a notification from Halff of nonpayment, Halff shall have the right to stop providing the Services and to terminate this Agreement effective immediately.
- c. **Fee and Cost Calculations.** Lump sum and time-related charges will be billed as specified in the Scope of Services. Unless stated otherwise in the Scope of Services, direct expenses, subcontracted services, and direct costs will be billed at actual cost plus a service charge of ten percent (10%). Mileage will be billed at current IRS rates. Rates used in the lump sum calculation(s), if applicable, are estimates and are not reflective of actual billing rates posted on invoices.
- d. **Disputed Invoices.** If Client reasonably disagrees with any portion of an invoice, Client shall notify Halff in writing setting forth in reasonable detail the nature of the disagreement, including the invoice date and number and the amount disputed. Claims for disputed amounts must be made within thirty (30) days of the date of the relevant invoice. Client waives the right to dispute an invoice or portion thereof not disputed within said thirty (30) day period.
- e. **Taxes.** The fees and costs stated in this Agreement exclude all sales, consumer, use and other taxes. Client agrees to fully reimburse Halff and its subcontractors for taxes paid or assessed in association with the services provided hereunder, whether those taxes were in effect as of the date of this Agreement or were promulgated after the date of this Agreement. This clause shall not apply to taxes associated with reimbursable or other Project related expenses, which shall be identified in the applicable invoice for reimbursement by Client.

**IV. CLIENT'S OBLIGATIONS.** Client agrees that it will (i) designate a specific person to act as Client's representative; (ii) provide Halff with all previous studies, reports, data, budget constraints, special Client requirements, or other pertinent information known to Client that are relevant to Halff's services; (iii) provide access to property owned by Client and or any third party as may be necessary for the performance of Halff's services for Client; (iv) make prompt payments in response to Halff's statements; and (v) respond in a timely manner to requests from Halff. Halff is entitled to rely upon and use, without independent verification and without liability, all information and services provided by Client or Client's representatives.



V. **TERMINATION.** Either Client or Halff may terminate this Agreement at any time with or without cause upon giving the other Party ten (10) calendar days' prior written notice. Client agrees that termination of Halff for Client's convenience shall only be utilized in good faith and shall not be utilized if either the purpose or the result of such termination is the performance of all or part of the Scope of Services being performed by a third party. Following Halff's receipt of such termination notice Client shall, within ten (10) calendar days of Client's receipt of Halff's final invoice, pay Halff for all services rendered and all costs incurred up to the date of Halff's receipt of such notice of termination.

VI. **OWNERSHIP OF DOCUMENTS.**

- a. **License to Client.** Upon Halff's completion of services and receipt of payment in full, Halff grants to Client a non-exclusive license to possess and use the final drawings and instruments produced in connection with Halff's performance of the Scope of Services (collectively the "Deliverables"). The Deliverables may be copied, duplicated, reproduced, and used by Client for the sole purpose of constructing, operating and maintaining the Project for which the Deliverables were created. Notwithstanding the foregoing, Client understands and agrees that the Deliverables and any and all computer programs, GIS applications, proprietary data or processes, and certain other items related to the services performed hereunder are and shall remain the sole and exclusive property of Halff. Under no circumstances shall delivery of the Deliverables to Client be deemed a sale by Halff, and Halff makes no warranties, either express or implied, of merchantability or fitness for any particular purpose.
- b. **Prohibition Against the Reuse of Deliverables.** Client agrees that the Deliverables are not intended or represented to be suitable for reuse by Client or any third party for any purpose other than as set forth herein. Client agrees that Client may not use or reuse the Deliverables on any other project without the express written authorization of Halff and any reuse by Client, or by those who obtain said information from or through Client, without Halff's written consent, will be at Client's sole risk and without liability or legal exposure to Halff or to Halff's employees, agents, representatives, officers, directors, affiliates, shareholders, owners, members, managers, attorneys, subsidiary entities, advisors, subcontractors or independent contractors or associates (collectively "Halff's Affiliates").
- c. **Indemnification for Reuse of Deliverables.** Client agrees to defend, indemnify and hold Halff and Halff's Affiliates harmless from and against any and all damages, liability and costs arising from the reuse of the Deliverables in violation of Section VI.b. above. Under no circumstances shall delivery of the Deliverables by Halff to Client be deemed a sale by Halff, and Halff makes no warranties, either express or implied, of merchantability or fitness for any particular purpose. In no event shall Halff be liable for any damages, including but not limited to indirect or consequential damages, as a result of Client's unauthorized use or reuse of the Deliverables.
- d. **Electronic Files.** Client agrees that differences may exist between the electronic files and the printed hard-copy original documents provided by Halff. In the event of a conflict between the signed original documents prepared by Halff and any electronic or other files or data provided, it is understood and agreed that the original signed or sealed hard-copy documents shall govern.

VII. **NOTICES.** Any notice or communication required or permitted to be given hereunder may be delivered to the Parties as designated below, or such other address as may be designated in writing from time to time in accordance with this Section VII. by (a) personal delivery; (b) overnight courier (signature required); or (c) U.S. Mail (registered or certified only), return receipt requested. Such notice will be deemed to be given on the date of actual receipt.

**To Halff:**  
**Halff Associates, Inc.**  
Attn: Legal Department  
1201 North Bowser Road  
Richardson, TX 75081-2275  
Telephone: 214-346-6200  
With copies to [legalhelp@halff.com](mailto:legalhelp@halff.com)

**To Client:**  
**City of Jonesboro**  
Attn: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Tele: \_\_\_\_\_  
Email: \_\_\_\_\_

**VIII. INSURANCE.** Halff agrees to maintain during the life of this Agreement, and for a period of four (4) years following the termination or expiration thereafter, the minimum insurance set forth below. Halff shall submit to Client a certificate of insurance prior to commencing performance of the Services.

- a. Commercial general liability insurance, including personal injury liability, blanket contractual liability, and broad form property damage liability in an amount of not less than \$2,000,000 per occurrence/aggregate.
- b. Automobile bodily injury and property damage liability insurance with a limit of not less than \$1,000,000.
- c. Workers' Compensation and Employer's Liability: Insurance as required by applicable state and/or federal law (including Longshoremen's and Harbor Workers' Act and the Jones Act). The employer's liability policy limit shall not be less than \$1,000,000.
- d. Professional liability insurance (Errors and Omissions) with a limit of \$2,000,000 per claim/annual aggregate.
- e. Excess or Umbrella insurance with a limit not less than \$5,000,000 per occurrence/general aggregate.

**IX. DISPUTE RESOLUTION.**

- a. "Dispute" means any controversy, claim (whether for damages, costs, expenses or other losses) or disagreement by and between the Parties, whether in contract, tort, statutory or common law, legal or equitable, now existing or hereafter arising under or in connection with this Agreement including the interpretation, performance or non-performance, or exercise of rights under any provision of this Agreement.
- b. **Negotiation.** In the event of a Dispute, the Parties agree that they shall first attempt to informally negotiate in good faith to resolve the Dispute through one or more meetings to be held between authorized representatives with decision-making authority from each Party for a period of not less than twenty-one (21) days. These informal negotiations are a condition precedent to both mediation and the institution of any legal or equitable proceedings, unless such meetings will infringe upon schedules defined by applicable statutes of limitation or repose in which case such meetings shall still be required, but the institution of said proceedings shall not be precluded for failure to meet this specific meeting requirement. All reasonable requests for information made by one Party to the other shall be honored. All negotiations and information exchanged between the Parties pursuant to this Section IX.b. shall be confidential and shall be treated as compromise and settlement negotiations for purposes of applicable rules of evidence.
- c. **Mediation.** Excluding Disputes related to disputed and/or unpaid invoices which are not required to be mediated, if the Dispute cannot be resolved by negotiations pursuant to Section IX.b. above, the Parties shall endeavor to settle the Dispute by mediation under the then current construction industry mediation rules and procedures published by the American Arbitration Association ("AAA"). The Parties shall mutually agree on the mediator. If the Parties are unable to do so, or the agreed upon mediator is unwilling or unable to serve, AAA shall appoint a mediator. Costs associated with mediation shall be shared equally by Client and Halff. All reasonable requests for information made by one Party to the other shall be honored. The mediation and information exchanged between the Parties pursuant to this Section IX.c. shall be confidential and shall be treated as compromise and settlement negotiations for purposes of applicable rules of evidence.
- d. **Litigation.** If the Dispute cannot be resolved by negotiation pursuant to Section IX.b. or mediation pursuant to Section IX.c., the Parties agree to submit to the exclusive venue and jurisdiction set forth in Section IX.e. below. The prevailing Party shall be entitled to recover from the other Party all fees, costs, and expenses related to such litigation, including, without limitation, reasonable attorneys' and expert witness' fees and all fees, costs and expenses of any appeals.
- e. **Governing Law and Jurisdiction.** This Agreement shall be administered under the substantive laws of the State of Arkansas (and not its conflicts of law principles) which shall be used to govern all matters arising out of, or relating to, this Agreement and all of the transactions it contemplates, including without limitation, its validity, interpretation, construction, performance, and enforcement. Exclusive jurisdiction and venue shall lie in any court of competent jurisdiction in Sebastian, Arkansas.

**X. EXCLUSIVITY OF REMEDIES.** The Parties acknowledge and agree that the remedies set forth in Section XI



below are and shall remain the Parties' sole and exclusive remedy with respect to any Dispute. The Parties agree that Halff is to have no liability or responsibility whatsoever to Client for any Dispute, except as set forth in this Agreement. No Party shall be able to avoid the limitations expressly set forth in this Agreement by electing to pursue some other remedy or Dispute resolution method.

#### **XI. AGREED REMEDIES**

- a. **No Individual Liability.** In no event shall Halff's individual employees, consultants, agents, officers or directors be subject to any personal legal exposure or liability for Disputes arising out of or in connection with this Agreement.
- b. **LIMITATION OF LIABILITY.** IN RECOGNITION OF THE RELATIVE RISKS AND BENEFITS OF THE PROJECT TO BOTH CLIENT AND HALFF, AND ACKNOWLEDGING THAT THE ALLOCATION OF RISKS AND LIMITATIONS OF REMEDIES ARE BUSINESS UNDERSTANDINGS BETWEEN THE PARTIES AND THESE RISKS AND REMEDIES SHALL APPLY TO ALL POSSIBLE LEGAL THEORIES OF RECOVERY, CLIENT AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, AND NOTWITHSTANDING ANY OTHER PROVISIONS OF THIS AGREEMENT OR ANY REFERENCE TO INSURANCE OR THE EXISTENCE OF APPLICABLE INSURANCE COVERAGE, THAT THE TOTAL LIABILITY, IN THE AGGREGATE, OF HALFF AND HALFF'S AFFILIATES TO CLIENT OR TO ANYONE CLAIMING BY, THROUGH OR UNDER CLIENT, FOR ANY AND ALL DISPUTES, SHALL NOT EXCEED HALFF'S FEE RECEIVED HEREUNDER FOR THE SERVICES PERFORMED, ADJUSTED DOWNWARD TO ACCOUNT FOR SUBCONTRACTOR FEES INCURRED AND REIMBURSABLE EXPENSES, UNDER THIS AGREEMENT OR \$50,000, WHICHEVER IS LOWER. INCREASED LIMITS MAY BE NEGOTIATED FOR AN ADDITIONAL FEE.
- c. **Waiver of Consequential Damages.** Notwithstanding any other provision of this Agreement, neither Party shall be liable to the other Party for contingent, consequential or other indirect damages including, without limitation, damages for loss of use, revenue or profit; operating costs and facility downtime; or other similar business interruption losses, however, the same may be caused.
- d. **Time Limit To Make A Claim.** Client may not assert any claim against Halff after the shorter of (1) three (3) years from substantial completion of the services giving rise to the claim, or (2) the statute of limitation provided by law, or (3) the statute of repose provided by law.

#### **XII. PROJECT ENHANCEMENT/BETTERMENT.**

- a. **Betterments.** If a component of the Project is omitted from Halff's Deliverables due to the breach of this Agreement or negligence of Halff, Halff will not be liable to Client to the extent such omission relates to any betterment, improvement or added value component (collectively a "Betterment") added to the Project. Client will be responsible for the amount it would have paid for such Betterment as if such Betterment had been included in Halff's Deliverables. Notwithstanding the foregoing, Halff will be responsible only to the extent necessary to place Client in the same position it would have been but for Halff's breach or negligence, for the reasonable (i) retrofit expense, (ii) waste, or (iii) intervening increase in the cost of the Betterment furnished through a change order from Client. To the extent that unit pricing increases due to the addition of the Betterment, Client agrees that such cost increases would only be applicable to newly identified Betterments, not increases in quantity of existing items.
- b. **Component Enhancements.** If it is necessary to replace a component of the Project due to the breach of this Agreement by or negligence of Halff, Halff will not be liable to Client for any enhancement or upgrade of such component beyond that originally included in the Deliverables. In addition, if the component has an identifiable useful life that is less than the Project itself, the damages of Client shall be reduced to the extent that the useful life of the original component will be extended by the replacement thereof.
- c. **Betterment/Component Enhancement Exclusion.** IN THE EVENT OF A DISPUTE, THE PARTIES AGREE THAT HALFF'S LIABILITY, IF ANY, SHALL EXCLUDE ANY AND ALL DAMAGES, COSTS, AND EXPENSES THAT CREATE OR RESULT IN A BETTERMENT, COMPONENT ENHANCEMENT OR OTHER ADDED VALUE OR UPGRADE/ENHANCEMENT OF THE PROJECT RECEIVED BY CLIENT DUE TO HALFF'S BREACH OR NEGLIGENCE.

**XIII. ASSIGNMENT.** This Agreement is binding on the heirs, successors, and assigns of the Parties hereto. Neither this Agreement, nor any claims, rights, obligations, suits, or duties associated hereto, shall be assigned or assignable by either Client or Halff without the prior written consent of the other Party.

**XIV. WAIVER.** Any failure by Halff to require strict compliance with any provision of this Agreement shall not be construed as a waiver of such provision, and Halff may subsequently require strict compliance at any time, notwithstanding any prior failure to do so.

**XV. SEVERABILITY.** Should any one or more of the provisions contained in this Agreement be determined by a court of competent jurisdiction or by legislative pronouncement to be void, invalid, illegal, or unenforceable in any respect, such voiding, invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be considered as if the entirety of such void, invalid, illegal, or unenforceable provision had never been contained in this Agreement.

**XVI. INTEGRATION.** This Agreement For Professional Services and the Scope of Services are fully incorporated herein and represent the entire understanding of Client and Halff and supersedes and replaces all prior, contemporaneous and subsequent agreements, negotiations, representations, warranties, understandings, statements, promises, or inducements, whether oral or written, regarding the matters contained herein. No prior, contemporaneous, or subsequent communications, whether oral, written, electronic or other form, shall be of any force or effect with respect to the matters covered herein. Any amendments or modifications to this Agreement shall only be effective if made in writing and signed by both Parties.

**XVII. NO THIRD-PARTY BENEFICIARIES.** This Agreement is being entered into for the sole benefit of the Parties hereto, and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever.

**XVIII. SIGNATORIES.** Client and Halff mutually warrant and represent that the representation of each who is executing this Agreement on behalf of Client or Halff, respectively, has full authority to execute this Agreement and bind the entity so represented.

**IN WITNESS WHEREOF,** the Parties, having read and understood this Agreement, have executed such in duplicate copies, each of which shall have full dignity and force as an original, on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**HALFF ASSOCIATES, INC.**

**CLIENT: CITY OF JONESBORO, Arkansas**

By:

Signature

Sally Horsey, PLA

Printed Name

Director

Title

2/19/25

Date

By:

Signature

Printed Name

Title

Date