

## AGREEMENT FOR SERVICES

STATE OF ARKANSAS  
COUNTY OF CRAIGHEAD

THIS AGREEMENT made, entered into and executed this the 24 day of April, 2008, by and between the

CITY OF JONESBORO

hereinafter called the "Owner", acting herein, by and through one of its officers, who is duly authorized to act for and in behalf of said Owner, and

RSA, INC. d/b/a NRS Consulting Engineers

hereinafter called the "Company", acting herein, by and through one of its principals, who is duly authorized to act for and in behalf of said Company, for the Comprehensive Master Plan of Sections IV through VI and the detailed design of Section IV of the "Turtle Creek Greenway, Phase I" hereinafter called the "Project".

NOW, THEREFORE, THE Owner and the Company, in consideration of the mutual covenants and agreements herein contained, do mutually agree as follows:

### SECTION I – EMPLOYMENT OF COMPANY

Owner agrees to employ the Company and the Company agrees to perform services in connection with the project work. The Company will be compensated for any and all preliminary work performed to develop the project in accordance with Section V.

## SECTION II – CHARACTER AND EXTENT OF SERVICES

The Company shall render the following services necessary for the development of the Project:

1. Prepare a comprehensive Master Plan for an aesthetically pleasing multi-use trail and greenway from the north end of Turtle Creek Mall, by Arkansas State University, and to downtown Jonesboro, to include:
  - a. Create a meandering asphalt path.
  - b. Incorporating low maintenance landscaping.
  - c. Incorporating trees from area school's leaf collection(s).
  - d. Important factors for usability, maintenance, and safety.
    - i. Benches, port-a-lets, and trash cans.
    - ii. Ease of maintenance.
    - iii. Emergency access.
    - iv. Safety and security of users.
    - v. ADA accessibility.

Landscaping, irrigation, and/or lighting plans are not included in this scope-of-work but may be added at the Owner's option for an additional fee to be negotiated.

2. Consideration shall be made for the potential creation of the Crowley's Ridge Greenway, to include meetings with Ruth Hawkins and/or her staff.
3. Evaluate and recommend the best and most cost effective ways to cross several roads, railroad tracks, and ditches.
  - a. Efforts shall be made to minimize the number of street, railroad, and ditch crossings.
4. Perform easement and topographic survey for the Phase I, Section IV.
5. Coordinate with a geotechnical engineer to collect and analyze soil samples and make recommendations regarding structural design, for abutments and foundations, should this work be required. NRS shall be reimbursed by the Owner, separate from the lump sum cost associated with this agreement, for all fees charged by the geotechnical engineer for work performed with regard to the Phase I, Section IV.
6. Prepare preliminary trail layout and grading plan for the Owner's approval with regard to the Phase I, Section IV.
7. Once the preliminary layout and grading plan is approved, design and prepare detailed construction drawings and bid documents for the Phase I, Section IV.
8. Correspond with and submit plans and applications as necessary to the various regulatory agencies having jurisdiction over this work including the Arkansas Highway Department, the U.S. Army Corps of Engineers, and the Arkansas Department of Environmental Quality, as applicable. The Owner shall pay all permit and/or review fees charged by the regulatory agencies with regard to the Phase I, Section IV, separate from the lump sum cost associated with this agreement.

9. Attend meetings with the Owner and regulatory authorities as needed during the design phase of the Phase I, Section IV.
10. Submit the advertisement for bids to the Owner for publication for the Phase I, Section IV. The Owner shall pay for the cost of publishing the advertisement for bids in the newspaper, separate from the lump sum cost associated with this agreement.
11. Assist the Owner in securing bids for the construction of the Phase I, Section IV.
12. Assist the Owner in opening, tabulating, and analysis of bids and furnish a recommendation for award of the construction contract for the Phase I, Section IV.
13. Assist with the preparation of formal contract documents for the award of the construction contract for the Phase I, Section IV.
14. Assist the Owner in performing a preconstruction conference with the Contractor selected by the Owner to perform the construction work for the Phase I, Section IV.
15. Provide a Project Representative for day-to-day inspection of the construction work for the Phase I, Section IV.
16. Make periodic visits to the site (as distinguished from the services of the Project Representative) to observe the progress and the quality of the work, and to determine in general if the work is proceeding in accordance with the Contract Documents. In performing these services, the Engineer will endeavor to protect the Owner against defects and deficiencies in the work of the Contractor, but he will not be required to guarantee the performance of their contract, nor will he be responsible for the actual supervision of the construction operations.
17. Consult and advise the Owner during construction of the Phase I, Section IV, issue all instructions to the Contractor requested by the Owner, and prepare routine change orders if required.
18. Review shop and working drawings furnished by the Contractor for compliance with design concept and with information given in the Contract Documents (Contractor shall be responsible for dimensions to be confirmed and correlated at the job site).
19. Review laboratory, shop, and mill test of materials and equipment to be incorporated into the construction of the Phase I, Section IV.
20. Prepare monthly and final estimates for payment to the Contractor.
21. Conduct, in company with the Owner's representative(s), a final inspection of the Phase I, Section IV.
22. Revise contract drawings, with the assistance of the Project Representative, to show the work as actually constructed and furnish two (2) sets of prints of the revised drawings to the Owner.

### **SECTION III – PERIOD OF SERVICE**

Following award by the Owner of this contract, the Company will proceed with the performance of the services called for in Section II of this Agreement and shall complete the services within One Hundred Fifty (150) calendar days.

### **SECTION IV – COORDINATION WITH THE OWNER**

The Company and its Project Manager shall hold monthly conferences with the Owner, or his representatives, so that the Company shall have full benefit of the Owner's experience and knowledge of existing facilities and the future needs of the community, if the Owner requests.

### **SECTION V – BASIS OF COMPENSATION**

For and in consideration of the services to be rendered by the Company, the Owner shall pay the Company a lump sum fee of \$55,000.00 (Fifty-Five Thousand Dollars and No Cents). Partial payment for services shall be made monthly, as evidenced by monthly statements submitted by the Engineer and approved by the Owner.

A. Interest on Delayed Payments

Any payments, not in dispute, not made within thirty (30) days on statements rendered in accordance with the above provisions shall be subject to a charge for interest at the rate of eight (8%) percent per annum, beginning thirty (30) days from the date of the statement.

### **SECTION VI – EQUAL EMPLOYMENT OPPORTUNITY**

During the performance of this agreement:

- A. The employer will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Employer will take affirmative action to ensure that applicants are employed and

that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such an action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and, selection for training, including apprenticeship. The Employer agrees to post in a conspicuous place, available to employees and applicants for employment, notices to be provided by the Agency setting forth the provisions of this nondiscrimination clause.

- B. The employer will, in all solicitations or advertisement for employees placed by or on behalf of the Employer, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

#### **SECTION VII – OWNERSHIP OF DOCUMENTS**

All documents, estimates, and data are the property of the Owner. Company may retain copies thereof for his use. Company may retain original drawings upon providing the Owner with reproducible copies which shall become the property of the Owner who may use them for any purpose the Owner may choose. The Company is held harmless for any reproduction or use of the plans for other than their intended purpose.

#### **SECTION VIII – LIMITATION OF LIABILITY**

The Owner agrees to limit the Engineer's liability to the Owner, due to any negligent acts, errors or omissions such that the total aggregate liability of RSA, Inc. d/b/a NRS Consulting Engineers to the Owner shall not exceed the amount of the Engineer's fee.

#### **SECTION IX – OWNERS RIGHT TO AUDIT**

The Company hereby authorizes and agrees that the Owner, the State grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Company which are

directly pertinent to a specific grant program for the purpose of making audit, examination, excerpts, and transcriptions.

#### **SECTION X – TERMINATION**

The Owner may terminate this agreement at any time by a notice in writing to the Company. Upon receipt of such notice, the Company shall, unless the notice directs otherwise, immediately discontinue all services in connection with the performance of this agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders or contracts are chargeable to this agreement. As soon as practicable after receipt of notice of termination, the Company shall submit a statement showing in detail the actual services performed under agreement to the date of termination. The Owner shall then pay the Company promptly, that proportion of the prescribed fee for which the reasonable value (quantum) of the services actually performed under this agreement bear to the reasonable value of the total services called for under this agreement, less such payments on account of the fee as have been previously made. Copies of all completed or partially completed data and plans prepared under this agreement shall be delivered to the Owner when and if this agreement is terminated, but subject to the restrictions as to their use, as set forth above.

The Owner and the Company each binds himself and his partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this agreement; except as above, neither the Owner nor the Company shall assign, sublet or transfer his interest in this agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the Owner.

IN TESTIMONY OF WHICH this instrument has been executed on behalf of the above named Company and has been executed on behalf of the Owner on the day and year first above written.

(Seal)

RSA, INC. d/b/a NRS Consulting Engineers  
Company

BY   
John S. Selig, P.E.  
Principal

(Seal)

ATTEST 