

MASTER AGREEMENT

TRANSIT DEVELOPMENT STUDY

This contract, dated _____, 2018] is between the City of Jonesboro JET, Northeast Arkansas Regional Transportation Planning Commission, a home rule municipal corporation of the State of Arkansas ("CLIENT"), and Alliance Transportation Group, Inc.("Consultant").

I. TERM

In consideration of the compensation stated in Paragraph II and further described in Attachment B., the Consultant must provide all services as described in Attachment A, which is incorporated by reference for all purposes. The Consultant must complete all services by _____, as stated in Attachment A.

II. PAYMENT

For the services to be rendered under this Contract, the Consultant will be entitled to a fee as described in Attachment B, which is incorporated by reference for all purposes.

III. ASSIGNMENT

The Consultant may not assign in whole or in part any rights, duties, obligations or interest arising from this agreement without the CLIENT's prior written consent. In the event of an assignment by the Consultant to which the CLIENT has consented, the assignee or assignee's legal representative must agree in writing with the CLIENT to personally assume, perform, and be bound by all the provisions of this Contract. All of the terms and provisions of this Contract are binding on Consultant's successors and assigns and may be enforced by the CLIENT against such successors and assigns.

IV. STATUS OF CONSULTANT

The Consultant is an Independent Consultant. Consultant, Consultant's employees subconsultants and contractors are not the agents, servants or employees of the Client.

V. AMENDMENT OR MODIFICATION

This contract, including attachments, constitutes the entire agreement of the parties. Any statements, promises, or agreements made by either party or its agent, which are not contained in this contract are of no effect. This contract may not be amended or modified except by both parties' written consent. This Contract supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this Contract.

VI. CLIENTSHIP OF DOCUMENTS AND MATERIALS

Clientship of Documents and Materials is according to Attachment C.

VI. NONDISCLOSURE

The Consultant may not show to any person or entity any documents, reports, plans, programs, reports, drawings, or any other materials which Consultant prepares or acquires in performing this contract, including any duplicate copies kept by Consultant. The Consultant may not disclose to any person or entity any information regarding the Client or MPO's activities. The CLIENT may, however, specifically authorize a limited disclosure at its discretion.

VII. INDEMNITY

A. Definitions

For the purpose of this section the following definitions apply:

"Client" shall mean all officers, agents and employees of the Client.

"Claims" shall mean all claims, liens, suits, demands, accusations, allegations, assertions, complaints, petitions, proceedings and causes of action of every kind and description brought for damages.

"Damages" shall mean each and every injury, wound, hurt, harm, fee, damage, cost, expense, outlay, expenditure or loss of any and every nature, including but not limited to:

- (i) injury or damage to any property or right
- (ii) injury, damage, or death to any person or entity
- (iii) attorney's fees, witness fees, expert witness fees and expenses, and
- (iv) all other costs and expenses of litigation

"Premise Defects" shall mean any defect, real or alleged, which now exists or which may hereafter arise upon the premises.

"Consultant" includes the corporation, company, partnership, or other entity, its Clients, officers, and/or partners, and their agents, successors, and assigns.

"Consultant's employees" shall mean any employees, officers, agents, subconsultants, licensee and invitees of Consultant.

"Proven" shall mean that a court of competent jurisdiction has entered a final unappealable judgment on a claim adjudging an entity or person liable for a monetary judgment.

"Sole negligence" shall mean negligence of a party that is unmixed with the fault of any other person or entity.

B. Indemnity

Indemnity. The Consultant shall hold harmless and indemnify the Client, Client's officers, employees, and agents, and all other governmental agencies with an interest in the Project, from and for all claims and liabilities stemming from any negligent acts, errors or omissions in the services performed in this Agreement on the part of the Consultant and its subcontractors, and their agents and employees.

No Personal Liability. No director, officer, manager, employee, agent, assign, or representative of the Client shall be liable to the Consultant in a personal or individual capacity under any term of this Agreement, because of any breach thereof, or for any act or omission in its execution or performance.

Independent Consultant Relationship. The parties intend that the Consultant shall be an independent consultant of the Client and that the Consultant shall be solely liable for any act or omission of the Consultant or its agents, employees, or subcontractors arising under or occurring during the performance of this Agreement. No act or direction of the Client shall be deemed to be an exercise of supervision or control of the Consultant's performance.

VIII. INSURANCE

A. GENERAL REQUIREMENTS

Professional Liability Insurance Coverage. The Consultant shall maintain at all times during the performance of services under this Agreement professional liability insurance coverage for errors, omissions, and negligent acts to the extent caused by the performance of professional services under this Agreement in an amount per claim of not less than five (5) times the original Contract Ceiling Price or \$1,000,000 per claim and aggregate, whichever is less. Such insurance shall extend to the Consultant and to its legal representatives in the event of death, dissolution, or bankruptcy, and shall cover the errors, omissions, or negligent acts of the Consultant's subcontractors, agents, and employees. Such insurance shall extend to any errors, omissions, and negligent acts in the performance of services under this Agreement committed by the Consultant or alleged to have been committed by the Consultant subject to the terms of the policy.

Worker's Compensation Insurance. The Consultant shall at all times during the Term of this Agreement maintain Worker's Compensation and Employers Liability Insurance as required under Arkansas law.

Automobile and General Liability Insurance. The Consultant shall at all times during the term of this Agreement maintain commercial general liability insurance coverage for bodily injury and property damage in the combined single limit of \$1,000,000 per occurrence and aggregate, and comprehensive

automobile liability insurance coverage for bodily injury and property damage in the combined single limit of \$1,000,000, which shall cover all owned, hired, and non-owned vehicles.

Valuable Papers Insurance. The Consultant shall at all times during the term of this Agreement maintain Valuable Papers Insurance, whether as a part of the General Liability Insurances referenced above or as a separate insurance, in an amount sufficient to cover all costs associated with repairing, restoring, or replacing any plans, drawings, field notes, and other documents kept or created by the Consultant as part of the services under this Agreement, in the event of casualty to, or loss or theft of such papers.

Insurance Policies and Certificates. The Consultant shall allow the Client upon request the right to examine or inspect its insurance policies and evidence satisfactory to the Client concerning the effectiveness and the specific terms of the insurance. Prior to the execution of this Agreement, the Consultant shall furnish to the Client certificates of insurance reflecting policies in force, and it shall also provide certificates evidencing all renewals of any expiring insurance policy required hereunder within thirty (30) days of the expiration thereof. The Consultant's failure to provide and continue in force and effect any insurance required under this Article shall be deemed a Default for which Client, in its sole discretion, may terminate this Agreement immediately or on such other terms as it sees fit.

Additional Insurance Requirements. All insurance maintained by the Consultant pursuant to this Section shall be written by insurance companies authorized to do business in Arkansas, in form and substance satisfactory to the Client, and shall provide that the insurance will not be subject to cancellation, termination, or reduction in limits of liability insurance during its term except upon thirty (30) days prior written notice to the Client. In the event that the insurance is cancelled, terminated, or changed during its term and thirty (30) days written notice cannot be provided to the Client, the Consultant shall provide any insurance required under this Article for continual coverage upon expiration of the existing policy or become financially responsible for any claims associated with the expired period.

Duration of Insurance Obligations. The Consultant shall maintain its professional insurance coverage required under this Agreement in force and effect for a period not less than five years after the final acceptance of the project or the completion of the Consultant's services under this Agreement, whichever comes later. Commercial General Liability Insurance Coverage and Valuable Papers Insurance Coverage required under this Agreement shall be in full force and effect until the final acceptance or the completion of the Consultant's services, whichever comes later. All other insurance shall be maintained in full force and effect until final acceptance of the project or completion of the Consultant's services, whichever comes first.

Consultant's Insurance Primary. All insurance policies maintained by the Consultant pursuant to this Agreement shall provide that the consultant's insurance shall be primary and the Client's own insurance shall be non-contributing.

Additional Insured. All liability insurance policies, except the professional liability policy, worker's compensation and valuable papers maintained by the Consultant pursuant to this Agreement shall be endorsed to include the Client, its officers, directors, managers, employees, agents, assigns and representatives, individually and collectively, as additional insured, and all property damage insurance shall be endorsed with a waiver of subrogation by the insurer as to the Client.

IX. VENUE, CHOICE OF LAW AND INTERPRETATION

Venue will be in the State of Arkansas for any cause of action arising under this contract is in the State of where the project originates. This contract is governed by the laws of the State of the Project both as to interpretation and performance. This contract shall, in any dispute over its meaning or application, be interpreted fairly and reasonably, and not more strongly for or against either party.

X. TERMINATION

A. Termination for Convenience

The Client may terminate this Contract in accordance with this clause in whole, or from time to time, in part, whenever Client shall determine that such termination is in the Client's best interest. Any such termination shall be effected by delivery to the Consultant of a Notice of Termination specifying the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective.

After receipt of a Notice of Termination, and except as otherwise directed by Client's representative, the Consultant shall:

1. Stop work under the Contract on the date and to the extent specified in the Notice of Termination;
2. Place no further orders or subcontracts for materials, services, or facilities, except as may be necessary for completion of such portion of the work under the Contract as is not terminated;
3. Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the Notice of Termination;
4. Assign Client all of the rights, title, and interest of Consultant under the orders and subcontracts so terminated, in which case Client shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such

orders and subcontracts;

5. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of Client to the extent the Client may require, which approval or ratification shall be final for all the purposes of this clause; and
6. Complete performance of such part of the work as shall not have been terminated by the Notice of Termination, and take such action as may be necessary, or as Client may direct, for the protection or preservation of the property related to this Contract, which is in the possession of Consultant and in which Client has or may acquire an interest. Settlement of claims under this Termination for Convenience clause shall be in accordance with Paragraphs (c) through (m) of the clause contained in the Federal Acquisition Regulation (FAR) Part 52, Subpart 52.249-2, except that wherever the word "Government" or "Contracting Officer" appears, it shall be deleted and the words "Client" shall be substituted in lieu thereof.

B. Termination for Breach or Default

Client may, by written Notice of Default to Consultant, terminate the whole or any part of this Contract, if Consultant fails to perform the services within the time specified herein or any extension thereof; or Consultant breaches any warranty provisions of the Contract; or Consultant fails to perform any of the other provisions of the Contract, or so fails to make progress as to endanger performance of this Contract in accordance with its terms, and does not cure such failure within a period of ten (10) business days (or such longer period as Client may authorize in writing) after receipt of notice from Client specifying such failure.

In the event of any termination, Client shall pay the agreed rate only for services delivered up to the date of termination. Client has no obligation to Consultant, of any kind, after the date of termination. Consultant shall deliver all records, equipment, and materials to Client within five (5) business days of the date of termination. Client may withhold from these amounts any sum the Client determines to be necessary to protect the Client against loss, because of outstanding liens or claims of former lien holders.

If, after Notice of Termination of this Contract is served under the provisions of this clause, it is determined for any reason that the Consultant was not in default under the provisions of this clause, or that the default was excusable under the provisions of this clause, the rights and obligations of the parties shall be the same as if the Notice of Termination had been issued pursuant to termination for convenience of Client hereunder.

The rights and remedies of the Client provided in this clause shall not be exclusive, and are in addition to any other rights and remedies provided by law or under this Contract.

XI. PROJECT REPRESENTATION

The CLIENT agrees to appoint a Project Representative to assist in obtaining information from various Client departments as requested by Consultant and in coordinating, monitoring, and evaluating the project to its completion. The Project Representative has no control over the means, methods, techniques, or procedures employed by Consultant. The CLIENT is interested only in the results obtained under this contract; the manner and means of obtaining those results is solely under the Consultant's control.

XII. NOTICE

All notices must be in writing, hand-delivered or mailed by certified mail, to the other party at the address below. The name and address for notification may be changed by notice to the other party.

CLIENT - ATTN: | |

Consultant - ATTN: **JD Allen, Executive Vice President**
Alliance Transportation Group, Inc.
11500 Metric Blvd, Bldg M1, Ste 150
Austin, TX 78758
Phone 512-821-2081 Email jdallen@emailatg.com

XIII. COMPLIANCE WITH LAWS, CHARTER, ORDINANCES

Consultant, its agents, employees and subconsultants must comply with all applicable federal and state laws, the charter and ordinances of the Client, and with all applicable rules and regulations promulgated by local, state and national boards, bureaus and agencies. Consultant must obtain all necessary permits and licenses required in completing the work contracted for in this agreement.

XIV. NO INDEBTEDNESS

Consultant agrees that no payments owed by him of any nature whatsoever to the Client, including payment in advance for service charges or any sums of any character whatsoever, shall become delinquent or in arrears.

The Client will not knowingly award contracts for goods or services to any bidder in arrears to the Client for any debt, claim, demand, or account whatsoever, including taxes, penalty and interest. Consultant is responsible for ensuring that no indebtedness exists.

The Client will not knowingly award contracts for goods or services to any bidder in arrears to the Client for any debt, claim, demand, or account whatsoever, including taxes, penalty and interest. Professional is responsible for ensuring that no indebtedness exists.

Section 130 of the Client Charter authorizes the Client to counterclaim and offset against any debt, claim, demand or account owed by the Client to any person, firm or corporation in arrears to the Client for any debt, claim, demand or account of any nature whatsoever, including taxes, penalty and interest.

XV. EQUAL EMPLOYMENT OPPORTUNITY

It is the policy of the Client to recruit, employ, and to provide compensation, promotion, and other conditions of employment without regard to race, color, religion, sex, age, national origin, or disability. The Client affirms that employment decisions shall be made only on the basis of bonafide occupational qualifications. The Client shall continually review its employment practices and personnel procedures and take positive steps to assure that equality of employment opportunity in the Client, City of Jonesboro, is a fact as well as an ideal.

XVI. VERIFICATION OF EMPLOYMENT ELIGIBILITY

Consultant must comply with the Immigration Reform and Control Act (IRCA) and may not knowingly obtain labor or services of an unauthorized alien. Consultant -- not Client -- must verify eligibility for employment as required by IRCA.

XVII. MINORITY AND WOMEN BUSINESS ENTERPRISES

The Client hereby gives notice that Minority and Women Business Enterprises will be afforded equal opportunities to submit bids in for this contract and will not be discriminated against on the grounds of race, ethnicity, color, sex, religion or national origin in awarding the contract.

XVIII. SALES TAX

The Client will make its own determination and filing of state and local sales tax due on Consultant's work and incorporated materials. As such, the Consultant will not bill the Client for sales tax, and the Client agrees to hold the Consultant harmless for any taxes, penalties, or interest due as a result of the Clients self-determination and filing under this paragraph.

XIX. LEGAL CONSTRUCTION

In the event that any one or more of the provisions contained in this Contract is for any reason held to be invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability will not affect any other provisions, and the Contract will be construed as if the invalid, illegal, or unenforceable provision had never been contained in it.

XX. SECTIONS AND OTHER HEADINGS

Section, paragraph, and other headings contained in this Contract are for reference purposes only and do not affect in any way the meaning or interpretation of this Contract.

XXI. COUNTERPARTS

This Contract may be executed in two or more counterparts (including fax, email, or electronic PDF counterparts), each of which shall be deemed an original and all of which together shall constitute one instrument.

{Remainder of Page Intentionally Left Blank—Signature Page Follows}

IN WITNESS HEREOF the parties have entered into this agreement effective as of the date first above written.

CLIENT

CONSULTANT

By: _____

By: _____

Title: Mayor

Title: Executive Vice President

Address: City of Jonesboro
PO Box 1845
300 S. Church St.
Jonesboro r. 72403

Address: Alliance Transportation Group
11500 Metric Blvd
Bldg M1, Ste 150
Austin, Texas 78758

Phone Number: 870-932-1052

Phone Number: 512-821-2081

Federal Tax I. D. # 74-2851432

ATTEST:

WITNESS: (If Corporation)

APPROVED:

ATTACHMENT A

SCOPE OF SERVICES

As Outlined in requested Proposal for Study.

ATTACHMENT B

PAYMENT SCHEDULE

PARTIES TO INITIAL OPTION SELECTED

OPTION 1

Compensation is based on actual hours of work/time devoted to providing the described services and will be paid at a rate of \$ _____ per hour not to exceed \$ _____

Consultant must submit monthly invoices to CLIENT accompanied by an explanation of charges, fees, and services. CLIENT will pay invoices according to its normal payment procedures.

OPTION 2

Payment is in a lump sum amount of \$ _____ upon completion of the work and written acceptance by CLIENT's Project Representative.

No mechanic, Consultant, subprofessionals, materialman or other person can or will contract for or in any other manner have or acquire any lien upon any building or work covered by the contract or the land upon which the same is situated.

Before final acceptance of this project by the CLIENT, the Consultant must execute and provide CLIENT with an Affidavit that all bills for labor, materials and incidentals incurred by subprofessionals, materialmen, mechanics and suppliers under this agreement have been paid in full, and that there are no claims pending of which Consultant has been notified.

OPTION 3 MB

City of Jonesboro will be invoiced at the completion of each task, not to exceed total bid price. (\$99,913.23) Upon completion of the work and written acceptance by CLIENT's Project Representative.

No mechanic, Consultant, sub-Consultant, materialman or other person can or will contract for or in any other manner have or acquire any lien upon any building or work covered by the contract or the land upon which the same is situated.

Before final acceptance of this project by the CLIENT, the Consultant shall execute and provide CLIENT with an Affidavit that all bills for labor, materials and incidentals incurred by subprofessionals, materialmen, mechanics and suppliers under this agreement have been paid in full, and that there are no claims pending of which Consultant has been notified.

ATTACHMENT C

CLIENTSHIP OF DOCUMENTS AND MATERIALS

Parties to initial option chosen

(Option1) MB

All documents and materials prepared by Consultant under the terms of this contract are the CLIENT's property from the time of preparation, and Consultant must deliver the documents and materials to the CLIENT or make them available for inspection whenever requested. Consultant has the right to make duplicate copies of such documents or materials for its own file or for other such purposes as the CLIENT authorizes in writing.

(Option 2)

All documents and materials prepared by the Consultant remain the property of the Consultant; however, Consultant must furnish CLIENT, at no additional cost, one set of reproducible mylars of the original drawings of the work and/or one copy of all documents prepared by the Consultant pursuant to this Agreement.