



# City of Jonesboro

300 S. Church Street  
Jonesboro, AR 72401

## Signature Copy

Resolution: R-EN-022-2021

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**File Number: RES-21:016**

**Enactment Number: R-EN-022-2021**

A RESOLUTION OF THE CITY OF JONESBORO, ARKANSAS TO APPROVE SUPPLEMENTAL AGREEMENT NO. 2 WITH FISHER ARNOLD TO PROVIDE ENGINEERING AND SURVEYING SERVICES FOR THE JONESBORO DOWNTOWN TO ASU CONNECTION PROJECT (JOB 100971)

WHEREAS, the City of Jonesboro entered into an agreement for the Jonesboro Downtown to ASU Connection project with Fisher & Arnold, Inc.; and

WHEREAS, the City of Jonesboro desires to increase the amount of that contract, not to exceed the amount in the attached, to include the design of the multi-use trail or pedestrian and bicycle infrastructure improvements along Hope Avenue to Washington. The improvements would continue from that intersection east along Washington Avenue to the Marion Berry Pkwy; and,

WHEREAS, the funding for the execution of the contract shall come from the Transportation Alternative Program (TAP) from the Arkansas Department of Transportation and compensation shall be paid in accordance with the contract documents.

NOW, THEREFORE BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS;

Section 1. That the City of Jonesboro hereby accepts Supplemental Agreement No. 2, as attached, from Fisher & Arnold, Inc.

Section 2. The funding for the execution of the contract shall come from the Transportation Alternative Program (TAP) from the Arkansas Department of Transportation and compensation shall be paid in accordance with the contract documents.

Section 3. The Mayor and the City Clerk are hereby authorized by the City Council for the City of Jonesboro to execute all documents necessary to effectuate this supplemental agreement.

PASSED AND APPROVED THIS 16TH DAY OF FEBRUARY, 2021.





FISHER ARNOLD

ENGINEERS | ARCHITECTS | CONSULTANTS | PLANNERS

January 14, 2021

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)  
SUPPLEMENTAL AGREEMENT No. 2**

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 include a multi-use trail or pedestrian and bicycle infrastructure improvements along Hope Avenue to Washington. The improvements would continue from that intersection east along Washington Avenue to the Marion Berry Pkwy. The approximate length of trail design ins 2,640 LF. We understand the City desires to have the same corridor section as proposed in the Creath Avenue design.

The fee for the following services is \$58,840 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

[www.fisherarnold.com](http://www.fisherarnold.com)

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SUPPLEMENTAL AGREEMENT No. 2

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20. Prepare Construction Documents
21. Assist the City During the Bid Process.

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

We will bill you monthly or upon completion of the project. Payment is due by the 15th of the month. 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.

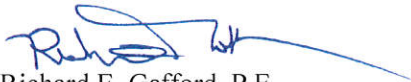
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SUPPLEMENTAL AGREEMENT No. 2

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We are looking forward to working with you on this project. If you have any questions regarding this proposal, please do not hesitate to call.

Sincerely,

**FISHER & ARNOLD, INC.**



Richard E. Gafford, P.E.  
Senior Vice President



Jason MacDonald P.E.  
Jonesboro-Office Manager