

**AGREEMENT
FOR ENGINEERING SERVICES**

THIS CONTRACT, is made and entered into this ____ day of _____, 2008, by and between ASSOCIATED ENGINEERING AND TESTING, LLC hereinafter referred to as "Contractor"; and the City of Jonesboro, Arkansas, hereinafter referred to as "Owner";

WHEREAS, the Owner wish to engage Contractor in accordance with the terms and conditions herein to provide engineering services related to the MASTER STREET PLAN, hereinafter referred to as the "Project"; and

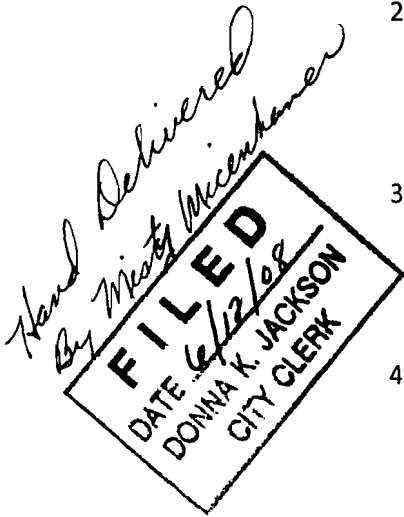
WHEREAS, Contractor desires to perform said services for the Owner in accordance with the terms and conditions provided herein.

NOW, THEREFORE, in consideration of the amounts to be paid to the Contractor for said services and the other conditions, covenants and agreements herein contained, the Contractor and the Owner hereby agree as follows:

1. Basic Agreement

A. Contractor shall perform the following services:

1. Collect existing and historic data/documentation from the Cities, Craighead County Engineering and Planning Offices, and the Metropolitan Area Planning Commission and various planning commissions in the MPO Urbanized Area.
2. Review the existing Thoroughfare Plans and the current Comprehensive Plans. The review will include an analysis of anticipated future land uses and their spatial relationships to the existing and proposed transportation network of the MPO Urbanized Area.
3. Inventory of Existing Right of Ways/Widths. Combine previous studies and information to the extent that the data can be manipulated within the GIS format. (Does not include title research or field work to verify existing available data previously done by others)
4. Review existing population projections and population characteristics (age composition, household/family size, etc.) to assure the most current information is being used. These projections will be utilized as a basis for future traffic generations.
5. Review existing and historical traffic counts obtained by the city, Arkansas State Highway and Transportation Department (AHTD) (or any other entities) to identify heavily traveled corridors, underutilized roadways and determine general traffic flow patterns.
6. Review existing and anticipated roadway capacity problems based on existing traffic counts and proposed traffic congestions. The consultant shall develop a template showing a reasonable traffic volume that can be accommodated by any roadway based on the number of lanes. If any street classified as a collector and/or arterial is anticipated to carry more traffic than the defined reasonable number of vehicles, then that section will be identified as deficient.



7. Prepare a list of capacity improvement alternatives based on the results of item 5 above. The capacity improvement alternatives will include new links, roadway widening, intersection capacity improvements, and alignment corrections.
8. Prepare planning level cost estimates for improvements identified in Item 6 above.
9. Prepare a written report related to the thoroughfare plan.
10. Conduct public meetings throughout the development of the thoroughfare plan. The meetings will be "open house" style with work and draft materials on display over an extended period of time. At least for three (3) hours. The public would be able to visit and review work and discuss issues of interest one-on-one with city and consultant staff. The public will have the capability of providing both written and oral communications to staff at the meetings. The consultant shall be responsible for providing all displays, comment cards, and meeting minutes for each meeting.
11. Identification of existing plans. (see Item 2 above)
 Responsibility and Authority. (No deliverable or billing required)
 Inventory of Existing Right of Ways/Widths. (See Item 3 above.)
 (This item was previously contracted to Fisher-Arnold Engineering)
12. Future Proposed Arterials/Collectors/Extensions/Improvements/Widening.
 (See Item 7 above)
 - 12a. Functional Classification including cross sections.
 - 12b. Public Right-of-Way and Geometric Design Standards showing bikeways, walkways, buffers and medians.
13. Minimum Roadway and Process Requirements. (Includes all #13 Items)
 - 13a. Roadway and process Requirements. (Included in various items above)
 - 13b. Responsibility and Authority.
 - 13c. Plat Approval.
 - 13d. Road Zones & Zonal Options. (Included in various items above)
 - 13e. Penalty for Non-Compliance.
 - 13f. Notification of Road Work.
 - 13g. Policy/Procedure/Acceptance of Streets & Roads.
 - 13h. Private or Commercial Drives, Public Drives and Residential Drives.

B. Contractor shall complete services "1" through "13h" above in one-hundred ninety (190) calendar days upon issuance of the notice-to-proceed.

C. Owner shall pay Contractor a Lump Sum amount of Forty-Five Thousand Two Hundred Fifty Dollars and No Cents (\$ 45,250.00) for services "1" through "13h". The total compensation due the Contractor for services performed in accordance with this agreement shall not exceed the lump sum amount above.

2. Additional Services

A. Any changes to the scope of work or additional services requested by the Client shall be invoiced on an hourly basis using Associated Engineering and Testing, LLC's current Fee Schedule. (see Attachment "A")

3. Payment Procedures

A. Invoices for services performed pursuant to this Contract shall be submitted no more than once per month to the Owner's agent responsible for the administration of this Contract.

B. Invoices shall be submitted on forms acceptable to the Owner, and shall be paid within 30 calendar days upon approval of the Owner's agent. Invoices in dispute shall be returned to the Contractor without payment.

4. Termination

A. The Owner reserves the right to terminate this contract for cause at any time during the term of the Contract upon default of the Contractor in providing the services in accordance with the terms and conditions contained herein. The Owner shall provide ten days written notice to Contractor to correct any deficiencies prior to termination of the Contract.

B. The Owner reserves the right to terminate this contract for convenience at any time during the term of the Contract which shall be effective upon the receipt of notice by the Contractor.

5. Fair Employment Practices - Neither Contractor nor the Contractor's agents and employees shall discriminate against any employee or applicant for employment, or be employed in the performance of this contract, with respect to his hire, tenure, terms, conditions or privileges of employment, because of race, color, religion, sex, disability, national origin, ancestry, age, or marital status.

6. Independent Contractor - The parties understand that this contractual agreement shall not create an employer/employee relationship and the Contractor, his employees, and any person acting on behalf of the Contractor shall be deemed to be an independent contractor during the term of this Contract.

7. Indemnification - Contractor shall indemnify, defend and save harmless the Owner, or its representatives from all claims, demands, suits, actions, payments, liability, and judgments, including reasonable attorney's fees arising out of the activities of Contractor or of Contractor's agents, servants, or employees. The Contractor shall not be required to indemnify the Owners for any damage resulting from the negligence of the Owners or their employees. In this connection, Contractor shall carry insurance in the following kinds and minimum limits as indicated:

A. Worker's Compensation Insurance and Employer's Liability Insurance. The Contractor shall take out and maintain during the life of this contract the applicable statutory

8. Applicable Laws and Permits

A. The Contractor shall observe and comply with all applicable federal, state, and local laws, regulations, standards, ordinances or codes and shall be in compliance with all applicable licensure and permitting requirements at all times.

9. Owner's Representatives - The Owner hereby designates the City Engineering Department as the Owner's agent responsible for the administration of this Contract.

10. Industry Standards - Contractor warrants to the Owner that the services to be performed under this agreement shall be in accordance with accepted and established surveying practices and procedures and that Contractor's services shall conform to the requirements of this Agreement.

11. Subcontractors - Contractor warrants that no subcontractors will be used in the performance of this Agreement without Owner's written approval. In the event Owner authorizes the use of subcontractors, Owner may require a payment bond.

12. Assignment - This Contract shall not be assigned by Contractor to any other party without first obtaining the written consent of the Owners.

13. Governing Law - This Contract shall be governed by and interpreted in accordance with the laws of the State of Arkansas.

The Contractor and the City hereby agree that all the terms and conditions of this Contract shall by these presents be binding upon themselves, and their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the Contractor and the City do hereby execute this contract.

Associated Engineering and Testing, LLC

103 S. Church Street – P.O. Box 1462 – Jonesboro, AR 72403 – Ph: (870) 932-3594 – Fax: (870) 935-1263

Standard Fee Schedule For Engineering/Surveying Services (Revised: July 1, 2007)

Principal	\$ 150.00/hr
Project Manager	\$ 135.00/hr
Senior Engineer	\$ 105.00/hr
Design Engineer	\$ 90.00/hr
Registered Surveyor	\$ 70.00/hr
Senior Technician	\$ 75.00/hr
Technician/CADD/GIS	\$ 51.00/hr
Administrative	\$ 39.00/hr
GPS Survey Crew	\$150.00/hr
4-Man Survey Crew	\$125.00/hr
3-Man Survey Crew	\$ 100.00/hr
2-Man Survey Crew	\$ 90.00/hr