



FISHER & ARNOLD, INC.

August 17, 2006

Mayor Doug Formon
City of Jonesboro
P.O. Box 1845
Jonesboro, AR 72401

RE: PROFESSIONAL SERVICE AGREEMENT
WARNER AVENUE DETENTION BASIN
JONESBORO, ARKANSAS

REVISED 8/24/06

Dear Mayor Formon:

We appreciate the opportunity to submit this agreement for providing the following professional services for final design and development of construction documents for the construction of a stormwater detention basin upstream of an existing 8' X 4' box culvert under Oak and Warner Avenues.

The different phases or components of our services for this task have been delineated so that we both understand the scope of services to be provided along with the cost for these services.

Engineering and surveying services are lump sum based on scope of work. This proposal does include outside expenses incurred directly in connection with the project, e.g., printing, copying, mileage, and delivery services.

SCOPE OF SERVICES

A. ENGINEERING DESIGN

- 1. Obtain topographic survey of detention area.
2. Develop detailed construction drawings for dry, stormwater detention basin, including drainage improvements entering, existing basin.
3. Develop necessary details.
4. Develop detailed technical specifications for recommended improvements.
5. Develop bidding documents for use by the City in obtaining competitive construction bids.
6. Meet with City 2 times (design development, final CDs).

COST.....(LUMP SUM)..... \$36,130.00

It is recognized that additional work may be requested by you and if so desired, additional cost can be mutually agreed upon at that time. Some items that would be considered additional are:

- 1. Boundary surveys and/or legal descriptions of properties to be purchased by City.
2. Bid Phase Services
3. Construction Administration and/or observation.
4. As-built verification.
5. Landscape design.

- Architects
Engineers
Environmental Consultants
Interior Designers
Landscape Architects
Planners
Surveyors

9180 Crestwyn Hills Dr.
Memphis, TN 38125
(901) 748-1811
(888) 583-9724
fax: (901) 748-3115
www.fisherarnold.com



FISHER &  
ARNOLD, INC.

Mayor Doug Formon  
August 17, 2006  
Page 2

We will bill you monthly until completion of the project (or upon completion of the project). Payment is due by the 15<sup>th</sup> of each 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.

In the event of breach or non-payment, the contracting party agrees to pay reasonable expenses of enforcement including attorney fees and costs. 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.

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, we would appreciate you signing the enclosed copy of the Letter Agreement in the space provided and returning it to us.

We are looking forward to continuing working with you on this project. If you have any questions regarding this proposal agreement, please do not hesitate to call. We will be waiting for your approval to proceed.

Sincerely,

**FISHER & ARNOLD, INC.**

Tim Verner, P.E.  
Vice President

Michael Rogers, P.E., R.L.S., CPESC  
Sr. Project Manager  
(Reviewed By)

TV/meh

M:\PROPOSAL\PLANNING\MIKE-ROG\Forman\_8-17-06.doc

Your signature on this copy will authorize us upon its receipt to commence work. Please sign, date and return one copy for our files.

BY:

\_\_\_\_\_ Date



FISHER &  
ARNOLD, INC.

Mayor Doug Formon  
August 17, 2006  
Page 3

Your signature on this copy will authorize us upon its receipt to commence work. Please sign, date and return ~~one~~ copy for our files.

BY: