



FISHER &  
ARNOLD, INC.

September 20, 2006

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

**RE: PROFESSIONAL SERVICE AGREEMENT  
2400 EAST NETTLETON FLOOD ABATEMENT  
JONESBORO, ARKANSAS**

Dear Mayor Formon:

We appreciate the opportunity to submit this agreement for providing the following professional services for a detailed analysis and development of construction documents for development of a stormwater detention facility for the flood abatement of 2400 East Nettleton Avenue during the 24-hour, 25-year storm event. It is understood that the final construction drawings and bid documents will be provided to the City on or before November 21, 2006.

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. Fisher & Arnold, Inc. can perform all components of this proposal, and if other services are requested, these can be negotiated at a later date.

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. These costs will not be reimbursable expenses, but will be included in the lump sum fee. Construction administration/ observation are cost plus based on actual time and expenses.

**SCOPE OF SERVICES**

**A. ENGINEERING DESIGN**

1. Obtain All Related Field Survey Data.
2. Reduce Field Survey Data.
3. Obtain pertinent construction plans for roads, developments, etc. from City.
4. Update/Revise preliminary hydraulic model to establish water surface elevations.
5. Develop detailed construction drawings for detention basin including retaining walls.
6. Develop detailed technical specifications for recommended improvements.
7. Develop bidding documents for use by the City in obtaining competitive construction bids.
8. Develop bidding documents for use by the City in obtaining competitive construction bids

**COST.....(LUMP SUM)..... \$26,950.00**

- Architects
- Engineers
- Environmental Consultants
- Interior Designers
- Landscape Architects
- Planners
- Surveyors

9180 Crestwyn Hills Dr.  
Memphis, TN 38125  
(901) 748-1811  
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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.

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 Shelby County, Tennessee.

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.

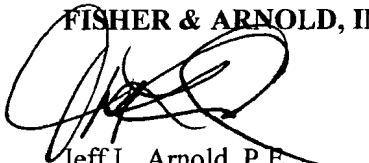
The parties hereto agree that Fisher & Arnold, Inc. will be held harmless from any claims existing and future that may come forth from the use of any Boundary and Topographic Survey furnished to Fisher & Arnold, Inc. by the Owner or others.

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.

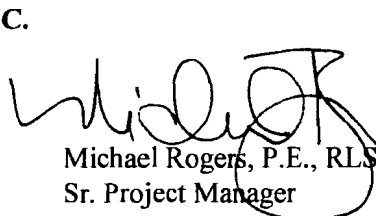
We are looking forward to continuing working with you on this project. If you have any questions regarding this proposal agreement, please do not hesitate to call. We will be waiting for your approval to proceed.

Sincerely,

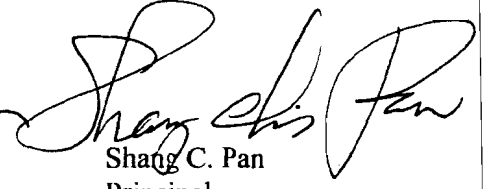
FISHER & ARNOLD, INC.



Jeff L. Arnold, P.E.  
President



Michael Rogers, P.E., RLS  
Sr. Project Manager  
(Reviewed By)



Shang C. Pan  
Principal  
(Reviewed By)

JLA/mkg

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