

AGREEMENT FOR SERVICES

STATE OF ARKANSAS
COUNTY OF CRAIGHEAD

THIS AGREEMENT made, entered into and executed this the 20 day of Aug, 2008, by and between the

CITY OF JONESBORO

hereinafter called the "Owner", acting herein, by and through one of its officers, who is duly authorized to act for and in behalf of said Owner, and

RSA, INC. d/b/a NRS Consulting Engineers

hereinafter called the "Company", acting herein, by and through one of its principals, who is duly authorized to act for and in behalf of said Company, for the Hydrologic and Hydraulic Study for the

WILKINS DRIVE DRAINAGE IMPROVEMENTS

hereinafter called the "Project".

NOW, THEREFORE, THE Owner and the Company, in consideration of the mutual covenants and agreements herein contained, do mutually agree as follows:

SECTION I – EMPLOYMENT OF COMPANY

Owner agrees to employ the Company and the Company agrees to perform services in connection with the project work. The Company will be compensated for any and all preliminary work performed to develop the project in accordance with Section V.

SECTION II – CHARACTER AND EXTENT OF SERVICES

The Company shall render the following services necessary for the development of the Project:

1. Perform the necessary field work required to gather any field data needed to perform the hydrologic and hydraulic models of the primary drainage structures in the basin.
2. Coordinate meetings with BA engineering to help define the intentions of the proposed development at the existing Indian Mall site.
3. Build a hydrologic model using HEC-HMS 3.0.1 to model existing conditions and proposed improvements for the 25, 50, and 100-year storm events. Use the hydraulic models Hydraflow Storm Sewers and HEC-RAS 3.1.3 to help model the existing box culvert network at the Indian Mall Site and ditch entering mall site.
4. Prepare recommendations for improvements based on hydrologic and hydraulic analysis.
5. Perform economic analysis for proposed improvements resulting from the hydrologic and hydraulic analysis.
6. Meet with Owner as needed to discuss project.
7. Deliverables will include two (2) copies of the hydraulic model report that describes the work that was done, the problems that were found, the improvements being proposed, and the estimated cost of construction for the improvements. The deliverables shall be presented to the Owner's representative during a meeting for discussion.

SECTION III – PERIOD OF SERVICE

The services called for in Section II of this Agreement shall be completed up acceptance of the Hydraulic Report by the Owner. It is anticipated that the services associated with the project will be completed within sixty (60) days.

If, through no fault of Company, such periods of time or dates are changed, or the orderly and continuous progress of Company's services is impaired, or Company's services are delayed or suspended, then the time for completion of Company's services, and the rates and amounts of Company's compensation, shall be adjusted equitably.

If Owner authorizes changes in the scope, extent, or character of the Project, then the time for completion of Company's services, and the rates and amounts of Company's compensation, shall be adjusted equitably.

Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Company's performance of its services.

SECTION IV – COORDINATION THE OWNER

The Company and its Project Manager shall hold monthly conferences with the Owner, or his representatives, so that the Company shall have full benefit of the Owner's experience and knowledge of existing facilities and the future needs of the community, if the Owner requests.

SECTION V – BASIS OF COMPENSATION

For and in consideration of the design phase services to be rendered by the Company, the Owner shall pay the Company a lump sum fee of \$9,500. Partial payment for services shall be made monthly, as evidenced by monthly statements submitted by the Engineer and approved by the Owner.

A. Interest on Delayed Payments

Any payments, not in dispute, not made within thirty (30) days on statements rendered in accordance with the above provisions shall be subject to a charge for interest at the rate of eight (8%) percent per annum, beginning thirty (30) days from the date of the statement.

SECTION VI – EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this agreement:

- A. The employer will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Employer will take affirmative action to ensure that applicants are employed and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such an action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and, selection for training, including apprenticeship. The Employer agrees to post in a conspicuous place, available to employees and applicants for employment, notices to be provided by the Agency setting forth the provisions of this nondiscrimination clause.
- B. The employer will, in all solicitations or advertisement for employees placed by or on behalf of the Employer, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

SECTION VII – OWNERSHIP OF DOCUMENTS

All documents, estimates, and data are the property of the Owner. Company may retain copies thereof for his use. Company may retain original drawings upon providing the Owner with reproducible copies which shall become the property of the Owner who may use them for any purpose the Owner may choose. The Company is held harmless for any reproduction or use of the plans for other than their intended purpose.

SECTION VIII – OWNERS RIGHT TO AUDIT

The Company hereby authorizes and agrees that the Owner, the State grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Company which are directly pertinent to a specific grant program for the purpose of making audit, examination, excerpts, and transcriptions.

SECTION IX – LIMITATION OF LIABILITY

The owner agrees to limit the Design Professional's liability to the Owner and to all construction Contractors and Subcontractors on the project, due to the Design Professional's negligent acts, errors or omissions such that the total aggregate liability of RSA, Inc. d/b/a NRS Consulting Engineers to all those named shall not exceed the amount of the Design Professional's fee.

SECTION X – TERMINATION


The Owner may terminate this agreement at any time by a notice in writing to the Company. Upon receipt of such notice, the Company shall, unless the notice directs otherwise, immediately discontinue all services in connection with the performance of this agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders or contracts are chargeable to this agreement. As soon as practicable after receipt of notice of termination, the Company shall submit a statement showing in detail the actual services performed under agreement to the date of termination. The Owner shall then pay the Company promptly, that proportion of the prescribed fee for which the reasonable value (quantum) of the services actually performed under this agreement bear to the reasonable value of the total services called for under this agreement, less such payments on account of the fee as have been previously made. Copies of all completed or partially completed data and plans prepared under this agreement shall be delivered to the Owner when and if this agreement is terminated, but subject to the restrictions as to their use, as set forth above.

The Owner and the Company each binds himself and his partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this agreement; except as above, neither the Owner nor the Company shall assign, sublet or transfer his interest in this agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the Owner.

IN TESTIMONY OF WHICH this instrument has been executed on behalf of the above named Company and has been executed on behalf of the Owner on the day and year first above written.

(Seal)

RSA, INC. d/b/a NRS Consulting Engineers
Company

BY 
John S. Selig, P.E.
Principal

(Seal)

ATTEST 