

STANDARD FORM OF AGREEMENT  
BETWEEN  
OWNER AND ENGINEER  
FOR PROFESSIONAL SERVICES

This is an agreement made as of \_\_\_\_\_, 20\_\_ between \_\_\_\_\_  
The City of Jonesboro, Arkansas (OWNER)

AND

Fisher & Arnold, Inc. (ENGINEER)

OWNER intends to:

(Insert Description of Project). Extension of Lawson Road  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

All project improvements shall be in accordance with:

Street Improvements programmed by the City of Jonesboro for the Jonesboro Bond Issue Street Improvement Program.

The OWNER and the ENGINEER in consideration of the mutual covenants in this contract agree in respect of the performance of professional engineering services by ENGINEER and in respect of the payment for those services by OWNER as set forth below. Execution of this agreement by the ENGINEER and OWNER constitutes OWNER'S written authorization to ENGINEER to proceed on the date first above written with services described in Section II below.

SECTION I - GENERAL

The OWNER agrees to employ the ENGINEER and the ENGINEER agrees to perform professional engineering services for the project. The Engineer has visited the site where the construction will be performed. Engineering will conform to the requirements and standards of the OWNER, and the standards of skill and care ordinarily used by members of the ENGINEER'S profession practicing under similar conditions. In accordance with applicable regulations, laws and procedures. The ENGINEER will coordinate his services with the OWNER, and others required in the accomplishment of the work.

## SECTION II - SCOPE OF SERVICES

The ENGINEER shall render all professional engineering services necessary and customary in the planning and construction of the improvements described above.

Services for each phase of the project are described in more detail as follows for:

### 1. BASIC ENGINEERING SERVICES FOR THE:

#### 1.A Study and Report Phase. The ENGINEER shall:

Not applicable.

#### 1.B Design Phase. The ENGINEER shall:

1.B.1 Plan and direct the balance of soil borings and tests required for final design of the project.

1.B.2 Prepare detailed construction drawings, specifications, instructions to bidders, general conditions and special conditions, all based on guides, and design manuals furnished to the ENGINEER by the OWNER. Contract Documents (Plans, Specifications, and Estimates) will be prepared for one (1) construction contract. These designs shall be in accordance with sound engineering principles and shall be submitted to the OWNER for approval. Detailed specifications shall be developed using guide specifications, and contract documents or other appropriate standards approved for use by the OWNER. If required, a specimen copy of the applicable prevailing wage rates will be obtained by the ENGINEER from the Arkansas Department of Labor for incorporation into the specifications for the proposed project.

1.B.3 Submit to the OWNER advance copies of the plans and specifications, contract documents and cost estimates for review. The ENGINEER will make any additions to respond to comments by the OWNER, and when the documents have been approved, the ENGINEER will furnish plans to the Owner for bidding and coordination purposes.

1.B.4 Since ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor(s)' methods of determining prices, or over competitive bidding or market conditions, ENGINEER's opinions of probable Total Project Costs and Construction Cost provided for herein are to be made on the basis

of ENGINEER's experience and qualifications and represent ENGINEER's best judgment as an experienced and qualified professional engineer, familiar with the construction industry; but ENGINEER cannot and does not guarantee that proposals, bids or actual Total Project or Construction Costs will not vary from opinions of probable cost prepared by ENGINEER.

1.B.5 The duties and responsibilities of ENGINEER during the Design Phase are amended and supplemented as indicated in paragraph 2 of Exhibit A "Further Description of Basic Engineering Services and Related Matters".

1.C Bidding or Negotiating Phase.

1.C.1 Assist OWNER in advertising for and obtaining bids or negotiating proposals for each separate prime contract for construction, materials, equipment and services; dispense plans to prospective bidders, and where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued, attend pre-bid conferences if required, and receive and process deposits for Bidding Documents.

1.C.2 Issue addenda as necessary or appropriate to interpret, clarify or expand the Bidding Documents.

1.C.3 Consult with and advise OWNER as to the acceptability of subcontractors, suppliers and other persons and organizations proposed by the prime contractor(s) (herein called "Contractor(s)") for those portions of the work as to which such acceptability is required by the Bidding Documents.

1.C.4 Consult with OWNER concerning and determining the acceptability of substitute materials and equipment proposed by Contractor(s) when substitution prior to the award of contracts is allowed by the Bidding Documents.

1.C.5 Attend the bid opening, prepare bid tabulation sheets and assist OWNER in evaluating bids or proposals and in assembling and awarding contracts for construction, materials, equipment and services.

1.C.6 Assist the OWNER in the execution of all contract documents and furnish a sufficient number of executed documents for the OWNER and the Contractor.

1.C.7 Attend and act as the OWNER'S representative at the required preconstruction conference.

1.C.8 The duties and responsibilities of ENGINEER during the Bidding or Negotiating Phase are amended and supplemented as indicated in paragraph 3 of Exhibit A "Further Description of Basic Engineering Services and Related Matters".

1.D Construction Phase. The Engineer shall:

Not applicable.

2. SPECIAL ENGINEERING SERVICES FOR:

2.A Surveys for Design and Preparation of Plans. The ENGINEER will use his personnel to supplement existing surveys and aerial photography. Surveys will be made of existing facilities necessary for design and for preparation of reports and preliminary and final plans.

2.B Construction Observation.

Not applicable.

2.C. Resident Project Representative.

Not applicable.

2.D Surveys for Construction.

Not applicable.

3. TESTING:

Not applicable.

4. ADDITIONAL SERVICES:

4.A After approval of the preliminary Plans and Specifications, should there be a change in the Scope of Work or a significant change that requires re-design, the ENGINEER will make such changes as directed by the OWNER.

4.B When directed by the OWNER, the ENGINEER will prepare major Change Orders during the construction phase as required to accomplish the work. Major Change Orders are defined as those that require re-design or substantial engineering.

4.C If unanticipated conditions unrelated to a major change in the Scope of Work should arise that extend the Project construction time beyond that established in the Contract Documents, the ENGINEER will maintain resident personnel on the job, as required, to complete the Project. If conditions should arise that extend the Project construction time beyond that established in the Contract Documents, the engineer and the owner shall negotiate a fee for the revised scope of work.

4.D When directed by the OWNER, the ENGINEER will assist as expert witness in litigation arising from the development or construction of the Project.

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SECTION III - THE OWNER and ENGINEER FURTHER AGREE

1. This is an Arkansas Contract and in the event of a dispute concerning a question of fact in connection with the provisions of this contract which cannot be disposed of by mutual agreement between the OWNER and ENGINEER, the matter shall be resolved in accordance with the Laws of the State of Arkansas.
2. This Agreement may be terminated by either party by seven (7) days written notice in the event of substantial failure to perform in accordance with the terms hereof by the one (1) party through no fault to the other party. If this Agreement is so terminated, the ENGINEER shall be paid for the time and materials expended to accomplish the services performed to date, as provided in SECTION IV - ENGINEERING FEES; however, the ENGINEER may be required to furnish an accounting of all costs. If the contract is so terminated, the engineer shall be paid for his time at the rates contained in this agreement, and the actual costs of materials expended.
3. After completion of the Project, and prior to final payment, the ENGINEER shall deliver to the OWNER, all original documentation prepared under this Contract. Basic survey notes and sketches, charts, computations and other data shall be made available, upon request, to the OWNER without restriction or limitation on their use. In the event the OWNER does not have proper storage facilities for the protection of the original Drawings, the OWNER may request the ENGINEER to retain the Drawings with the provision that they will be made available without restriction upon written request. In the event any of the above documents are re-used by the OWNER, the nameplates will be removed and the ENGINEER released and held harmless of subsequent liabilities.

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SECTION IV - ENGINEERING FEES

1. For the Basic and Special Engineering Services described above, the engineering fees shall be as tabulated below:

SERVICE	FEE
SURVEYS FOR DESIGN	\$7,440.00
ROADWAY DESIGN AND FINAL PLANS	\$62,500.00
CONST. CONTRACT ADMINISTRATION	Not applicable
SURVEYS FOR CONSTRUCTION AND PROPERTY ACQUISITION	Not applicable
CONSTRUCTION OBSERVATION	Not applicable

2. For the Surveys for Design, Roadway Design and Final Plans as tabulated above, the OWNER agrees to pay the ENGINEER the lump sum fee of **\$69,940.00**. A breakdown of the lump sum fee is included as the Engineering Contract Cost Estimate attached to this Contract. The Engineer will be paid monthly based on percent of project complete to date, based upon statements submitted by the ENGINEER to the OWNER. These statements will be substantiated by a monthly progress report prepared by the ENGINEER, and submitted in the form and number required by the OWNER. Total payment for each part as shown above will be due when that part is acceptably complete to the satisfaction of the OWNER.

(Insert other payment provisions here)

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3. For additional services described in SECTION II, paragraph 4, the OWNER and the ENGINEER agree to negotiate the Engineering Fee in accordance with the Scope of Services to be performed.

SECTION VI - SPECIAL PROVISIONS, EXHIBITS and SCHEDULES

- 6.1 This Agreement is subject to the following special provisions.

Not applicable.

- 6.2 The following Exhibits are attached to and made a part of this Agreement:

6.2.1 Exhibit "A" "Further Description of Basic Engineering Services and Related Matters" consisting of three (3) pages.

- 6.3 This Agreement (consisting of pages 1 to 8, inclusive) together with the Exhibits and schedules identified above constitute the entire agreement between OWNER and ENGINEER and supersede all prior written or oral understandings. This Agreement and said Exhibits and schedules may only be amended, supplemented, modified or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

ENGINEER:

JEFF L. ARNOLD - EXEC. V.P.

FISHER + ARNOLD INC. - 1-28-05



Address for giving notices:

FISHER + ARNOLD INC.

9180 CRESTVIEW HILLS DR.

MEMPHIS, TN. 38125



**EXHIBIT "A"**  
**FURTHER DESCRIPTION OF**  
**BASIC ENGINEERING SERVICES AND RELATED MATTERS**  
**LAWSON ROAD EXTENSION**

**SECTION 1 - DESIGN SURVEYS**

**ACTIVITIES**

1. Control Traverse & Reference Points
2. Vertical Control & Benchmarks
3. Topo
4. Utilities
5. Drainage Surveys
6. Property Surveys
7. Stake R.O.W.
8. Plot Existing Topo and Develop DTM
9. Field/Office Coordination & Supervision
10. Travel Time

**Summary of Costs**

Principal	0.5 days @ \$1,040.00 per day	=	\$ 520.00
Project Manager	1 days @ \$800.00 per day	=	800.00
Engineer	1 days @ \$640.00 per day	=	640.00
Technician (CADD)	1 days @ \$480.00 per day	=	480.00
Survey Crew	5 days @ \$880.00 per day	=	<u>4,400.00</u>
Total			\$6,840.00

**Expenses:**

Mileage, Stakes, Pins			<u>\$600.00</u>
<b>TOTAL (SURVEYING)</b>	<b>(Lump Sum)</b>	<b>=</b>	<b><u>\$7,440.00</u></b>

## SECTION 2 – ROADWAY DESIGN

### ACTIVITIES

1. Review and Finalize Horizontal Alignment
2. Vertical Profile
3. Typical Sections
4. Drainage Map
5. Property Map
6. Preliminary Drainage Design
7. Existing and Final Cross Sections
8. Plot Slope Limits
9. Set Preliminary R.O.W. & Easements
10. Prepare Plan & Profile Sheets
11. Title Sheet
12. Submit Preliminary Plans for Review (35% Submittal)
13. Revise Plans as Required
14. Property Map & R.O.W. Acquisitions & Easements Calculations
15. Erosion Control Plans
16. Sequence of Construction & Traffic Control Plans
17. General Notes
18. Final Drainage Design
19. Details
20. Striping & Signing Plans
21. Finalize Plan & Profile Sheets
22. Prepare NOI and SWPPP
23. Submit Plans for Review (80 - 90% Submittal)
24. Preparation of Property Plats and Descriptions.
25. Revisions as Required
26. Calculations of Quantities
27. Opinion of Probable Costs
28. Quality Control-Review of Construction Drawings
29. Meetings, Correspondence, etc.
30. Preparation of Specifications (A.D.O.T. Specs)
31. Final Submittal of Plans
32. Assistance in Bidding Process

### Summary of Costs

Principal	3 days @ \$1,040.00 per day	=	\$3,120.00
Project Manager	26 days @ \$800.00 per day	=	20,800.00
Engineer	19 days @ \$640.00 per day	=	12,160.00
Technician (CAD)	39 days @ \$480.00 per day	=	18,720.00
Secretary	3 days @ \$400.00 per day	=	<u>1,200.00</u>
Total		=	\$56,000.00
<b>Expenses:</b>			
Miscellaneous Printing, Printing (10 sets plans & specifications), Mileage, Phone, Mail			\$1,400.00
Geotechnical Investigation and Report			<u>\$5,100.00</u>
<b>Total Roadway Design</b>	<b>(Lump Sum)</b>	<b>=</b>	<b><u>\$62,500.00</u></b>

**FEE PROPOSAL SUMMARY**

Section 1 – Design Surveys \$7,440.00 L.S.

Section 2 – Roadway Design \$62,500.00 L.S.

**TOTAL \$69,940.00 L.S.**