



PETERS & ASSOCIATES
ENGINEERS, INC.

CIVIL & TRAFFIC ENGINEERING
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June 2, 2005

CONTRACT FOR CONSULTANT SERVICES

Peters & Associates Engineers, Inc. (Consultant) agrees to provide the City of Jonesboro, Arkansas

with Roadway Design services for the intersection of Washington Avenue and Bridge Street. In accordance with the attached Consultant Schedule of Conditions, the following Scope of Work will be performed:

SCOPE OF WORK – ROADWAY DESIGN

We will prepare roadway construction plans to install a southbound left-turn and a through-right lane on the north leg of the intersection of Washington Avenue and Bridge Street. These plans will be based on surveys furnished by Peters & Associates Engineers, Inc.

Tasks associated with this work are outlined as follows:

- A. Conduct a pre design conference with City of Jonesboro to establish a work plan and schedule.
- B. Produce a preliminary widening plan utilizing survey base geometric layout drawing in AutoCAD file format provided by the Peters & Associates Engineers, Inc.
- C. Review preliminary design with City of Jonesboro and secure preliminary approval of plans.
- D. Prepare final design and necessary detail sheets.
- E. Modify signal plan previously prepared to reflect the southbound left-turn and a through-right lane on the north leg of the intersection of Washington Avenue and Bridge Street.
- F. Use City of Jonesboro and Arkansas State Highway and Transportation Department (AHTD) Standard Specifications and necessary special provisions.
- G. Prepare construction cost estimate.
- H. Review final design with City of Jonesboro and obtain approval of plans.
- I. Prepare necessary contract documents for bidding and construction of project.

The Schedule for Completion will be within 60 business days from receipt Notice to Proceed from the City of Jonesboro.

The fee to provide the completed Scope of Work listed above is \$5,950.00. This fee will be Lump Sum Compensation for the services herein described and does not include direct costs such as travel and reproduction. Direct costs will be invoiced separately and additional services will be invoiced on an hourly basis in accordance with the attached fee schedule.

Consultant's Taxpayer ID Number is 74-2455498.

CONSULTANT SCHEDULE OF CONDITIONS

By acceptance of this contract or the initiation of work, the independent professional consultant agrees to the following terms and conditions:

RESPONSIBILITY - Consultant agrees to provide services as set forth in the Scope of Work and that if modifications to the Scope of Work are warranted, consultant will, prior to acceptance of the contract, make modifications to the mutual satisfaction of consultant and the City of Jonesboro. Consultant further agrees that the services will conform to all applicable laws, codes, ordinances and regulations of any governmental agency having jurisdiction over this project and will be performed in an expeditious manner to meet the agreed upon schedule.

CONFIDENTIALITY - Consultant agrees that all information provided and produced for this project is to be considered confidential information.

INDEMNIFICATION - The consultant, to the fullest extent of the law, agrees to indemnify and hold harmless City of Jonesboro and their agents, employees and representatives from and against any and all liabilities, costs, damages or expenses incurred by virtue of any claim or claims whatsoever filed by any third party arising from the work performed under this contract by the consultant.

INSURANCE - The consultant shall own and maintain insurance coverage for the duration of the project and in the amounts not less than the following:

Worker's Compensation	Statutory Amount
General Liability	\$1,000,000
Employer's Liability	\$1,000,000
Professional Liability	\$1,000,000

A Certificate of Insurance, including deductible maximums, shall be provided City of Jonesboro before work begins.

COMPENSATION - Consultant shall submit one invoice upon completion of work and make available documentation if requested. City of Jonesboro shall make payment within (25) working days from the date of invoice. Direct costs will be invoiced separately and additional services will be invoiced on an hourly basis in accordance with the attached fee schedule. Acceptance of payment of consultant shall constitute a waiver of all claims by consultant.

OWNERSHIP OF DOCUMENTS - All documents and materials furnished by City of Jonesboro shall remain the property of the provider. Any reuse without written agreement is prohibited.

RESOLUTION OF DISPUTES - In the event of any dispute, the consultant agrees to attempt to resolve by direct discussion. Absent resolution thereunder, the parties agree to compulsory and binding arbitration. This agreement will be governed by state law and the arbitration rules of the American Arbitration Association.

ACCEPTED:

Peters & Associates Engineers, Inc.

City of Jonesboro, Arkansas

By: 
Ernest J. Peters
Title: President Date: 6-2-05

Hourly Fee Schedule
PETERS & ASSOCIATES ENGINEERS, INC.

<u>Classification</u>	<u>Hourly Rate</u>
Principal Engineer	\$130.00
Project Engineer	\$105.00
Senior Engineering Tech	\$ 70.00
Draftsman	\$ 50.00
Secretary	\$ 40.00

These rates include all direct and indirect payroll cost, overhead, and profit.

Other direct expenses not included in the above rates, include out of pocket materials and services will be billed at actual cost. Common items billed under this heading include: printing and photographic work, special delivery services, laboratory testing, special equipment rental, and subsistence expenses. Vehicle mileage is billed at a rate of \$0.29 per mile beginning from Consultant's offices to job/project site and back to the consultant's offices. Aircraft travel, car rental, and other similar travel expenses shall be billed at actual invoice amount.