



City of Jonesboro

300 S. Church Street
Jonesboro, AR 72401

Signature Copy

Resolution: R-EN-040-2019

File Number: RES-19:032

Enactment Number: R-EN-040-2019

A RESOLUTION TO THE CITY OF JONESBORO, ARKANSAS TO ENTER INTO AN AGREEMENT WITH FISHER ARNOLD TO PROVIDE ENGINEERING SERVICES FOR THE JONESBORO DOWNTOWN TO ASU CONNECTION PROJECT (JOB 100971)

WHEREAS, the City of Jonesboro has desires to enter into an agreement to provide engineering services for the Jonesboro Downtown to ASU Connection project;

WHEREAS, the Selection Committee has determined that Fisher Arnold is the most qualified firm for the project;

WHEREAS, the firm selected for the Jonesboro Downtown to ASU Connection project is Fisher Arnold;

WHEREAS, Fisher Arnold have agreed to provide engineering services for the Jonesboro Downtown to ASU Connection project as described in the attached agreement;

WHEREAS, the funding for the execution of the contract shall come from the Transportation Alternative Program (TAP) from the Arkansas Department of Transportation and compensation shall be paid in accordance with the contract documents.

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF JONESBORO, ARKANSAS THAT:

Section 1: That the City of Jonesboro shall accept the proposal and enter into an agreement with Fisher Arnold to provide engineering services for the Jonesboro Downtown to ASU Connection project.

Section 2. The funding for the execution of the contract shall come from the Transportation Alternative Program (TAP) from the Arkansas Department of Transportation and compensation shall be paid in accordance with the contract documents.

Section 3. The Mayor and the City Clerk are hereby authorized by the City Council for the City of Jonesboro to execute all documents necessary to effectuate the agreement.

PASSED AND APPROVED this 16th day of April, 2019.



FISHER ARNOLD

ENGINEERS | ARCHITECTS | CONSULTANTS | PLANNERS

March 27, 2019

Danny Kapales, Parks Director
City of Jonesboro
300 S. Church Street
Jonesboro, AR 72401

**RE: PROPOSAL FOR JONESBORO DOWNTOWN TO ASU CONNECTION (TAP-17)(S)
JOB#100971**

Dear Mr. Kapales:

Thank you for the opportunity to submit our Engineering and Surveying Services proposal to be performed for a lump sum fee. The scope of our services includes providing surveying, design, and final construction documents for the above referenced project. The proposed improvements would include the following: provide a multi-use trail or pedestrian and bicycle infrastructure improvements along Cate Street from Church Street to South Patrick Street (approximately 2,926 ft); add a multi-use trail long Patrick and Creath Avenue (approximately 1,296 ft); design a multi-use trail crossing under the existing railroad track; and design a multi-use trail along a City Water and Light Easement to the off ramp located on Marion Berry Parkway on Arkansas State University Property (approximately 1,728 ft);

The fee for the following services is \$106,435, this includes:

1. Project Administration
2. Title Sheet
3. Typical Sections
4. Create Plan & Profile Sheets
5. Horizontal Alignment
6. Vertical Alignment
7. Cut Existing and Final Cross Sections
8. Legal Descriptions
9. Drainage Design
10. Maintenance of Traffic Plan
11. Signing and Pavement Marking Plan
12. Erosion Control Plans
13. Plan Submittals (30%, 60%, 90%)
14. Revise Plans Per Reviews
15. Item Nos./Quantity Calculations
16. Prepare Cost Estimate (60% & 90%)
17. QA/QC of Plans
18. Public Meeting and Exhibits (One Total)
19. Meetings, Correspondence, etc. (Four Total)

1801 Latourette Drive
Jonesboro, AR 72404

870.932.2019

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20. Coordinate with Railroad on Pedestrian Crossing
21. Prepare Construction Documents
22. Assist the City During the Bid Process.

This proposal does not include construction administration, construction inspection services, lighting and electrical plans, and geotechnical services. However, Fisher Arnold can provide these services at your request.

We will bill you monthly or upon completion of the project. Payment is due by the 15th of the month. **Payment of the fees is not contingent on transaction of the property, closing dates relating to the property, approval of plans related to the property by any governmental agency or payment received from another party.** 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.

Reimbursables will be billed at cost plus 15% and include, but not limited to the following: Courthouse & Research Fees, Filing, Copies, Prints, Utility Location by Others, Postage and Shipping, etc.

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

The fees shown in this proposal are based on the Owner agreeing to limit the Professional's liability for all planning, engineering and surveying services to the Owner, all construction contractors, and subcontractors on the project, due to the Professional's negligent acts, errors or omissions, such that the total aggregate liability of the Professional to all those named shall not exceed the Professional's total fee for services rendered on the project.

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, please sign the enclosed copy of the Letter Agreement in the space provided and return it to us.

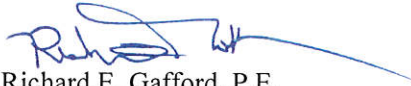
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We are looking forward to working with you on this project. If you have any questions regarding this proposal, please do not hesitate to call.

Sincerely,

FISHER & ARNOLD, INC.



Richard E. Gafford, P.E.
Senior Vice President



Jason MacDonald P.E.
Jonesboro-Office Manager

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

Mayor _____