

## AGREEMENT FOR SERVICES

STATE OF ARKANSAS  
COUNTY OF CRAIGHEAD

THIS AGREEMENT made, entered into and executed this the 21st day of July, 2006, 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 detailed design and construction inspection of

VALLEY 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:

### Design Phase Services:

1. Prepare boundary and topographic surveys of the project site.
2. Provide Owner with the legal descriptions of properties and ingress/egress easements to be acquired for the construction and maintenance of the proposed improvements.
3. Design one (1) earthen storm water detention pond with inlet/outlet control structures and channel improvements in the Valley Drive project area for a 25-year return period rainfall event.
4. Prepare detailed construction drawings and specifications for the proposed improvements.
5. Prepare bid documents for the construction contract. This project shall be constructed under one general construction contract with the Nettleton Avenue Drainage Improvements project that is to be designed by the Company under a separate agreement.
6. Submit two (2) copies of the detailed construction drawings and specifications, and bid documents to the Owner for review and approval.
7. Once approved, submit the advertisement for bids to the Owner for publication. The Owner shall be responsible for the cost of publishing the advertisement for bids in the newspaper.
8. Assist the Owner in securing bids for the construction work.
9. Assist the Owner in opening, tabulating, and analysis of bids and furnish a recommendation for award of the construction contract.
10. Assist with the preparation of formal contract documents for the award of the construction contract.
11. Attend meetings with the Owner as needed during the design phase of the Project.

### Construction Phase Services:

1. Assist the Owner in performing a preconstruction conference with the Contractor selected by the Owner to perform the construction work.
2. Provide a Project Representative for day-to-day inspection of the construction work.

3. Make periodic visits to the sites (as distinguished from the continuous services of the Project Representative) to observe the progress and the quality of the work, and to determine in general if the work is proceeding in accordance with the Contract Documents. In performing these services, the Engineer will endeavor to protect the Owner against defects and deficiencies in the work of the contractor, but he will not be required to guarantee the performance of their contract, nor will he be responsible for the actual supervision of the construction operations.
4. Consult and advise the Owner during construction, issue all instructions to the contractor requested by the Owner, and prepare routine change orders if required.
5. Review shop and working drawings furnished by the contractor for compliance with design concept and with information given in the contract documents (contractor shall be responsible for dimensions to be confirmed and correlated at the job sites).
6. Review laboratory, shop, and mill test of materials and equipment to be incorporated into the work.
7. Prepare monthly and final estimates for payment to the construction contractor.
8. Conduct, in company with the Owner's representative(s), a final inspection of the Project.
9. Revise contract drawings, with the assistance of the resident Project Representative, to show the work as actually constructed and furnish two (2) sets of prints of the revised drawings to the Owner.

### **SECTION III – PERIOD OF SERVICE**

Following award by the Owner of this contract, the Company will proceed with the performance of the design phase services called for in Section II of this Agreement and shall complete these services, up to item 6, in one hundred fifty (150) calendar days.

Following the bid, award of the contract, and the issuance of the notice-to-proceed for construction, the Company will proceed with the performance of the construction phase services called for in Section II of this Agreement and shall complete these services in one hundred ninety-five (195) calendar days. The construction period for this project shall be set at one hundred fifty (150) calendar 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.

If the Company fails, through its own fault, to complete the performance required in this Agreement within the time set forth, as duly adjusted, then Owner shall be entitled to the recovery of two hundred dollars (\$200.00) per calendar day from such failure.

#### **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 \$22,000.00. For and in consideration of the construction phase services to be rendered by the Company, the Owner shall pay the Company a lump sum fee of \$11,000.00. 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 – 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)